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

20200100010296
05/13/2020 01:24:23 PM 1/10
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

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

DEED OF EASEMENTS AND
DEED OF TEMPORARY CONSTRUCTION EASEMENT

This DEED OF EASEMENTS and DEED OF TEMPORARY CONSTRUCTION EASEMENT ("Deed") is made this 15th day of April, 2020, by **GEORGE MASON-COLUMBIA PIKE, LLC,** a Virginia limited liability company, **Grantor**, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** ("County"), a body corporate and politic, **Grantee.**

RECITALS

R-1 WHEREAS, by a Deed dated September 19, 2017, and recorded as Instrument No. 20170100020100 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:

> Parcel B-2, Resubdivision of Parcel B, Outlot 7-A, and part of Lot 7, Block "O", East Barcroft, as the same is shown on the plat attached to the Deed of Resubdivision and Easement recorded in Deed Book 2486 at Page 1680 among the land records of Arlington County, Virginia ("Property").

R-2 WHEREAS, it is the desire of the Grantor, to grant and convey to the County, an easement totaling 170 square feet for an Easement for Public Street, Transit and Utility Purposes ("Street Easement") and to grant and convey to the County, a temporary easement totaling 1,437 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 Parcel B-2 Resubdivision of Parcel B and Outlot 7-A, Block O East Barcroft and Part of Lot

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-075
Address: 4103 Columbia Pike, Arlington, Virginia

V1

9+1 Plat

7, Block O East Barcroft D.B. 2486, PG. 1680, Arlington County, Virginia," prepared by Rice Associates, dated May 4, 2017 and approved by the Arlington County Subdivision & Bonds Administrator on April 24, 2018 (the "Plat"), which Plat is attached hereto and made a part hereof.

EASEMENT FOR PUBLIC STREET, TRANSIT AND UTILITY PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the County, its successors and assigns, an Easement for Public Street, Transit and Utilities, and Drainage Purposes described on the Plat as "Easement for Public Street, Transit and Utility Purposes Hereby Granted Area = 170 SQ.FT.", in the location and dimension shown on the Plat ("Street Easement"), over, under, across and through the Property, for the purposes of construction, location, maintenance, removal, repair, reconstruction, replacement and relocation of present or future public streets, sidewalks, transit stations, transit facilities, utilities, and drainage facilities within the said Street Easement. The aforesaid Street Easement is subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Street Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Street Easement, including the right of access to and from the Street Easement area, and the right to use the immediately 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, but not the obligation to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Street Easement; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and the repaving and restriping of disturbed parking areas (within the Street Easement area), but not the replacement of structures, trees or obstructions.
3. The Grantor reserves the right to use the Property in any manner which is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Street Easement for the purposes named.
4. All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. The Grantee shall have all rights and privileges reasonably necessary for the use of the Street Easement.
5. The Grantor covenants that it is seized of and has the right to convey the Street Easement, and that the Grantor shall make no use of the Street Easement area which is inconsistent with the Street Easement rights hereby granted.

EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the County, its successors and assigns, an Easement for Temporary Construction Purposes ("Temporary Construction Easement"), in the location and dimension shown and designated as "Temporary Construction Easement Hereby Granted Area = 1,437 SQ. FT. " on the Plat, for use by the County for the surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair of

public street, sidewalk, transit station, transit facilities, utilities and drainage facilities, including accessories and appurtenances thereto (collectively, "Facilities"), within the Temporary Construction Easement area. The Temporary Construction Easement is subject to the following terms and conditions:

1. The County and its agents 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 area and the right to use immediately adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction 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 to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and the repaving and restriping of the entire parking area located along the Columbia Pike frontage of

the Property, but not the replacement of structures, trees or other obstructions, all as determined by the County in its reasonable discretion.

3. The County shall instruct its contractor for the Project to keep at least half of the existing entrance apron to Columbia Pike, which is shared with the adjoining property at 4211 Columbia Pike, or equivalent access from Columbia Pike to the Property and adjacent property, open at all times during construction. In addition, the County shall instruct its contractor for the Project to close no more than three (3) parking spaces on the Property at one time during the time of construction.

4. 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.

5. The Grantor covenants that the Grantor is seized of and has the right to convey the Temporary Construction Easement, and that Grantor shall make no use of the Temporary Construction Easement area that is inconsistent with the easement rights hereby granted.

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

COVENANTS REAL

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

FREE CONSENT

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

Grantor 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 laws of the Commonwealth of Virginia.

The Recitals are incorporated into this Deed.

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

GRANTOR:

GEORGE MASON-COLUMBIA PIKE, LLC,
a Virginia limited liability company

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

By: _____
Leslie S. Ariail, Member Manager

By: _____
Guy M. Gravett, Member Manager

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

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

By: _____
Edward C. Peete, Class A Manager

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

COMMONWEALTH OF VIRGINIA,
COUNTY OF ARLINGTON, to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easement was acknowledged before me this 31st day of September, 2019, by Leslie S. Ariail, Guy M. Gravett and Benjamin M. Smith, Jr., Member Managers of AGS Management,

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-075
Address: 4103 Columbia Pike, Arlington, Virginia

LLC, acting in its capacity as Manager of George Mason-Columbia Pike, LLC, on behalf of the limited liability company.

My comm'n exp.: 12/31/2019
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
131081
My Commission Expires Dec 31, 2019

COMMONWEALTH OF VIRGINIA,
COUNTY OF ARLINGTON, to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easement was acknowledged before me this 3rd day of September, 2019, by Edward C. Peete, Class A Manager, and David D. Peete, Jr., Class B Manager, of Peete Brothers Management, LLC, acting in its capacity as Manager of George Mason-Columbia Pike, LLC, on behalf of the limited liability company.

My comm'n exp.: 12/31/2019
Notary registration no.: 131081

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
131081
My Commission Expires Dec 31, 2019

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-075
Address: 4103 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 15th day of April, 2020, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on March 21, 2020.

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

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Timothy O'Hora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 15th day of April, 2020.

Notary Public: _____

My Commission expires: 01/31/2023

My Registration No.: 7502397

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

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-075
Address: 4103 Columbia Pike, Arlington, Virginia

VCS 1983

(1)

PARCEL B-1
RESUBDIVISION OF
PARCEL B, OUTLOT 7-A, AND PART LOT 7
BLOCK 0
EAST BARCROFT
DB 2486, PG. 1680

N 67°59'45" E 339.37'

EXISTING 10' SANITARY AND UTILITY E
AS SHOWN IN D.B. 1372, PG. 209

EXISTING 5' SANITARY SEWER EASEMENT
D.B. 2486, PG. 1680

EXISTING 5' SANITARY SEWER EASEMENT
AS SHOWN IN D.B. 1372, PG. 209

N 82°56'48" W 81.50'

PARCEL B-2
RESUBDIVISION OF
PARCEL B, OUTLOT 7-A, AND PART L
BLOCK 0
EAST BARCROFT
D.B. 2486, PG. 1680

N 25°33'05" W 97.50'

APPROX. LOCATION
EXISTING 30' STORM SEWER EASEMENT
D.B. 1177, PG. 358

PART
LOT 6

PART
LOT 7

APPROX. LOCATION
EXISTING EASEMENT FOR
DRIVEWAY PURPOSES
D.B. 2486, PG. 1680
AND D.B. 1372 PG. 209

MATCH
LINE

BLOCK 0
EAST BARCROFT
DB 123, PG. 213

TEMPORARY C
EASEMENT HE
AREA=1,4

EXISTING
PUBLIC ST
PURPOSES

L1

L2

L3

13.09'

L9

L10

19.18'

L11
S 69°01'00" W 184.08'(TOTAL)

COLUMBIA PIKE

VCS 1983

CONSTRUCTION BASELINE

151

150

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH
C1	25.00'	8.17'	18°43'12"	4.12'	S59°39'24"W	8.13'
C2	25.00'	31.94'	73°12'03"	18.57'	S13°41'47"W	29.81'

LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N68°54'25"E	19.59'
L2	S55°14'23"E	8.52'
L3	N68°51'41"E	149.67'
L4	N20°27'36"W	12.73'
L5	N66°55'36"E	5.25'
L6	N22°51'21"W	62.57'
L7	N67°06'42"E	5.00'
L8	S22°54'15"E	56.27'
L9	N20°59'00"W	1.04'
L10	N68°54'25"E	147.07'
L11	S69°01'00"W	139.05'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 4-13-2018

Brune Woodhams
PLAT EXAMINER

APPROVED: 4-24-2018

SUBDIVISION AND BONDS ADMINISTRATOR

(2)

MATCH LINE

PARCEL B-1
RESUBDIVISION OF
PARCEL B, OUTLOT 7-A, AND PART LOT 7
BLOCK O
EAST BARCROFT
DB 2486, PG. 1680

N 67°59'45" E 339.37'

EXISTING 10' SANITARY AND UTILITY EASEMENT
AS SHOWN IN D.B. 1372, PG. 209

EXISTING 5' SANITARY SEWER EASEMENT
D.B. 2486, PG. 1680

EXISTING 5' SANITARY SEWER EASEMENT
AS SHOWN IN D.B. 1372, PG. 209

PARCEL B-2
RESUBDIVISION OF
PARCEL B, OUTLOT 7-A, AND PART LOT 7
BLOCK O
EAST BARCROFT
D.B. 2486, PG. 1680

APPROX. LOCATION
EXISTING 30' STORM SEWER EASEMENT
D.B. 1177, PG. 358

APPROX. LOCATION
EXISTING EASEMENT FOR
DRIVEWAY PURPOSES
D.B. 2486, PG. 1680
AND D.B. 1372 PG. 209

TEMPORARY CONSTRUCTION
EASEMENT HEREBY GRANTED
AREA=1,437 SQ. FT

EXISTING EASEMENT FOR
PUBLIC STREET AND UTILITY
PURPOSES D.B. 1372, PG. 209

L1
L2
13.09'
L3
L10
L9
19.18'
L11
S 69°01'00" W 184.08'(TOTAL)

EASEMENT FOR PUBLIC
STREET, TRANSIT AND
UTILITY PURPOSES
HEREBY GRANTED
AREA=170 SQ. FT.

COLUMBIA PIKE

S 22°54'15" E 157.01' (TOTAL)
L7
L6
L8
L5
L4
C2
C1
20.47'
39.14'

SOUTH RANDOLPH STREET

CONSTRUCTION BASELINE

150

149

GENT	CHORD BEARING	CHORD LENGTH
	S59°39'24"W	8.13'
7'	S13°41'47"W	29.81'

LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N68°54'25"E	19.59'
L2	S55°14'23"E	8.52'
L3	N68°51'41"E	149.67'
L4	N20°27'36"W	12.73'
L5	N66°55'36"E	5.25'
L6	N22°51'21"W	62.57'
L7	N67°06'42"E	5.00'
L8	S22°54'15"E	56.27'
L9	N20°59'00"W	1.04'
L10	N68°54'25"E	147.07'
L11	S69°01'00"W	139.05'

1ENTAL SERVICES

-2018

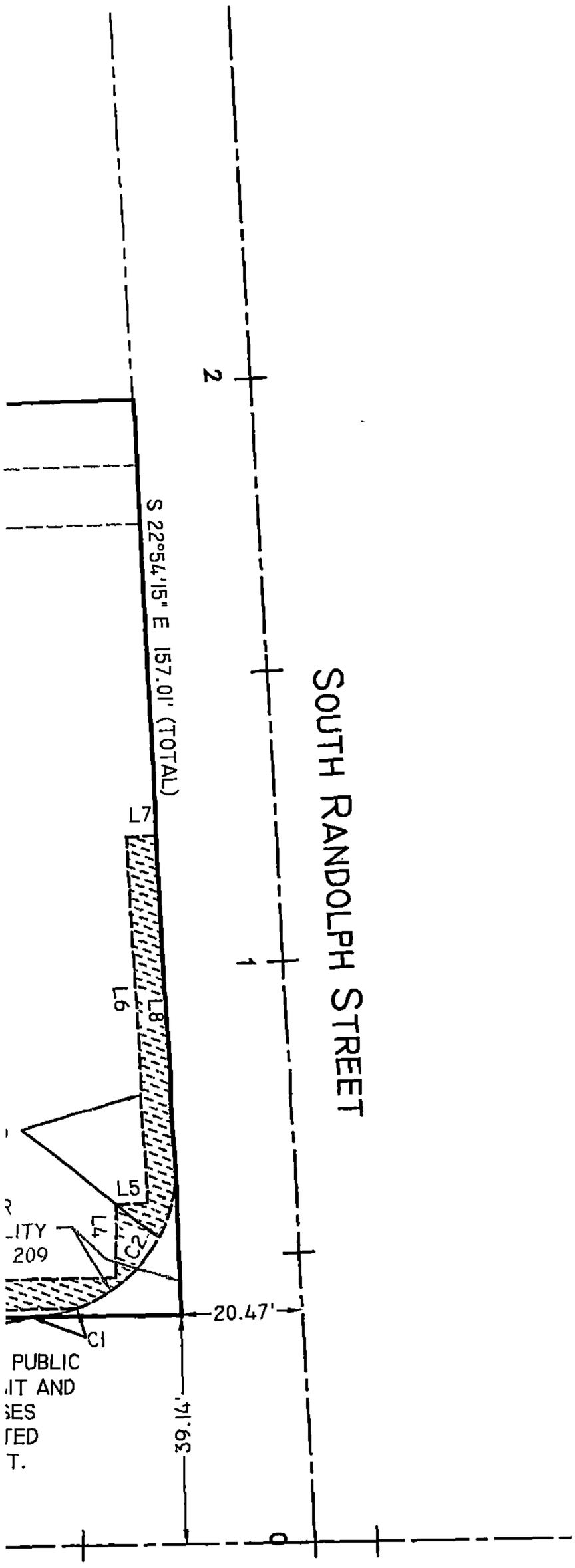
DS ADMINISTRATOR

MATCH LINE

GRAPHIC SCALE
25 0
SCALE: 1" = 25'

NO
1.
2.
3.
4.
5.
6.
7.

(3)



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): GEORGE MASON-COLUMBIA PIKE, LLC. - INSTRUMENT NO. 20170100020101.
6. PROPERTY ADDRESS: 4103 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 73-10 AS REAL PROPERTY CODE (RPC) NUMBER: 23033075.

MATCH LINE

VCS 1983

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
2-16-19
LAND SURVEYOR

VCS 1983

GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'

PLAT SHOWING
VARIOUS EASEMENTS ON
PARCEL B-2
OF A RESUBDIVISION OF
PARCEL B, OUTLOT 7-A, AND PART OF LOT 7
BLOCK 0
EAST BARCROFT
D. B. 2486, PG. 1680
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY: KLT	CHECKED BY: LS	DATE : 05-04-17

REVISED: 06-02-17, UPDATED 2/13/18

CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-23033075-109 REVISED.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

20190100023167
12/05/2019 02:03:20 PM 1/9
Doc Type: LREASEMENT:
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$47.00

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

DEED OF TEMPORARY EASEMENTS AND CONSTRUCTION AGREEMENT

This DEED OF TEMPORARY EASEMENTS AND CONSTRUCTION AGREEMENT ("**Deed**") is made this 19 day of November, 2019, by **BARCROFT ASSOCIATES,** a Virginia limited partnership ("**Owner**" and "**Grantor**"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**" and "**Grantee**").

RECTITALS:

R-1 **WHEREAS**, by virtue of an instrument recorded in Deed Book 1774 at Page 113, among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of that certain real property, situate and located in Arlington County, Virginia, more particularly described as:

> Beginning at a point in the new South line of Columbia Pike as the same has been established by the Virginia State Highway Department, which point is the Northeast corner of the Nelson tract and the northwest corner of the Palmer tract which point of beginning is S. 21° 55' 50" E. 27.40 feet from the original northeast corner of the Nelson tract and the original northwest corner of the old Palmer tract; thence with the line common to the said tract S. 21° 55' 50" E. 1298 feet to a point; thence running through the Nelson tract the following courses and distances S. 68° 04' 10" W 318 feet, N. 79° 29' 05" W. 315.13 feet, N. 38° 16' 40" W. 743 feet, N. 21° 55' 50" W. 447 feet to a point in the aforesaid new South line of Columbia Pike; thence with said road line N. 73° 14' 10" E. 228 feet to a point; thence continued with said road line N. 69° 14' E. 499.65 feet to a point; thence still with said road line N. 68° 22' 30" E. 66.44 feet to the point of beginning, containing 20.763 acres, more or less; Less and except that portion dedicated as public streets by Deed of Dedication recorded in Deed Book 680 at Page 361 among the land records of Arlington County, Virginia (the "Property").

BOX 15

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY.
SUITE 300
FAIRFAX, VIRGINIA 22033
A300233.SD

Project: Columbia Pike Multimodal – Segment F – S. Oakland St. to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, VA

3 + 1 PLAT

R-2 **WHEREAS**, the Grantor desires to grant and convey unto the County temporary easements for the installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb and gutter, and drainage facilities on the Property, in dimensions and locations that have been agreed upon by the Grantor and the County, as identified and labeled on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Part Original Properties of Barcroft Incorporated, Deed Book 559, Page 24, Deed Book 680, Page 361, Arlington County, Virginia," prepared by Rice Associates, and approved by the Arlington County Subdivision & Bonds Administrator on October 30, 2017 (the "Plat").

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described temporary easements.

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of Seventy-three Thousand Seven Dollars ($73,007.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee temporary easements for the use, as described herein, of portions of Grantor's property, labeled as "Temporary Construction Easement Hereby Granted Area #1 = 705 Sq. Ft.," "Temporary Construction Easement Hereby Granted Area #2 = 801 Sq. Ft.," "Temporary Construction Easement Hereby Granted Area #3 = 53 Sq. Ft.," and "Temporary Construction Easement Hereby Granted Area #4 = 2,165 Sq. Ft." (collectively, "Temporary Easements"), which Temporary Easements total to a sum of **Three Thousand Seven Hundred Twenty-four (3,724)** square feet of land (collectively, "Temporary Easement Areas") situated in Arlington County, Virginia, as shown on the Plat attached hereto and made a part hereof.

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 installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb, gutter, and drainage facilities, including accessories and appurtenances thereto (collectively, "Work" or "Project"), 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 shall have the right to use the property labeled as "Temporary Construction Easement Hereby Granted Area #2," as shown on the Plat, for the construction, installation, and location of a concrete steps adjacent to, and to the south of, the existing bus shelter located in the public right of way of Columbia Pike. Upon completion of the Project, the concrete steps with handrail shall be owned and maintained by the Grantor.

Grantee shall also shall have the right to use the property labeled as "Temporary Construction Easement Hereby Granted Area #4," as shown on the Plat, for the construction, installation, and location of a "Barcroft Apartments" sign, which sign will replace the existing "Barcroft Apartments" sign located in the South Thomas Street right of way. The existing "Barcroft Apartments" sign will be demolished by the Grantee. However, the Grantee may salvage from the existing "Barcroft Apartments" sign materials and façade for the construction of the replacement "Barcroft Apartments" sign. Upon completion of the Project, the replacement "Barcroft Apartments" sign shall be owned and maintained by the Grantor.

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 are inconsistent with the Temporary Easements and the associated rights hereby conveyed.

The Temporary Easements conveyed by this document shall commence upon the date the Grantee approves and signs the contract for construction of the Project ("Approval Date"), and shall expire upon the earlier of: 1) the third anniversary of the Approval Date, or 2) completion of the Project, including any ground restoration and tree replacement.

Grantee agrees that, as soon as practicable after the completion of installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb, gutter, and drainage facilities within or adjacent to the Temporary Easement Areas, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area on and adjacent to the Temporary Easement Areas as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas on or adjacent to the Temporary Easement Areas; (3) replace with nursery stock, all damaged or destroyed trees 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):

[Signatures appear on the following page(s)]

GRANTOR:

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: _____
Print Name: Thomas H. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 13th day of SEPTEMBER, 2019, by Thomas H. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland St. to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, VA

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: _____
Print Name: Charles B. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 16th day of SEPTEMBER, 2019, by Charles B. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: Basil M. DeLashmutt
Print Name: Basil M. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 16th day of SEPTEMBER, 2019, by Basil M. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: Judith Anderson
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland St. to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, VA

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 19 day of November, 2019, 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 16, 2019.

By: _____

Printed Name: **Uri Arkin**

Real Estate Bureau Chief

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Uri Arkin, Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 19th day of November, 2019.

Notary Public: _____

My Commission expires: March 31, 2020

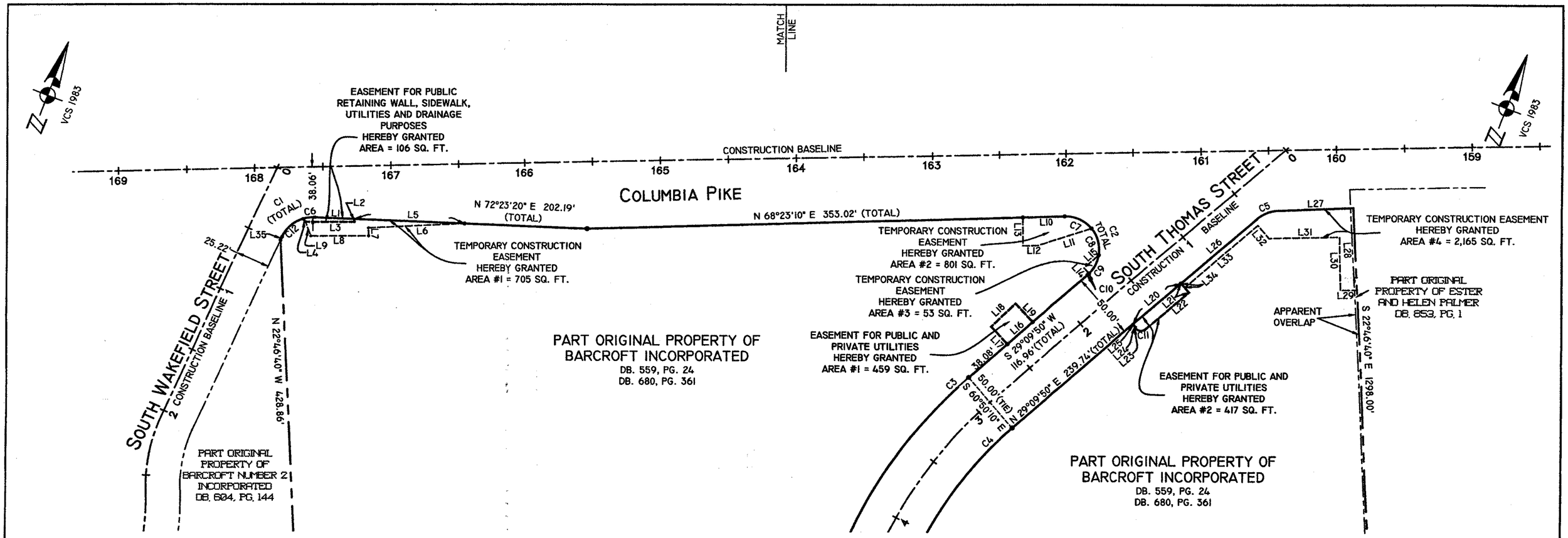
My Registration No.: 346474

NOTARY PUBLIC COMMONWEALTH OF VIRGINIA
TROY CORDEL HARRIS
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2020
Commission ID# 346474

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multimodal – Segment F – S. Oakland St. to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, VA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N72°23'20"E	28.79'
L2	S20°04'55"E	2.20'
L3	S69°55'05"W	35.57'
L4	N60°33'01"W	2.97'
L5	N72°23'20"E	81.52'
L6	S67°22'50"W	71.35'
L7	S21°40'04"E	6.08'
L8	S69°55'05"W	42.11'
L9	N39°50'30"W	11.21'
L10	N68°23'10"E	31.55'
L11	S52°17'17"W	42.61'
L12	S69°28'12"W	10.70'
L13	N20°31'48"W	21.22'
L14	N62°49'30"W	5.66'
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L17	N63°29'26"W	17.78'
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L20	N29°09'50"E	46.56'
L21	S61°30'06"E	8.98'
L22	S29°05'03"W	42.91'
L23	N06°56'37"E	0.56'
L24	N59°46'36"W	1.90'
L25	N60°48'17"W	1.18'
L26	N29°09'50"E	74.23'
L27	N67°31'40"E	55.09'
L28	S22°46'40"E	61.83'
L29	S69°28'06"W	11.97'
L30	N21°03'44"W	39.86'
L31	S68°54'04"W	51.76'
L32	N60°52'40"W	12.82'
L33	S29°02'21"W	71.33'
L34	N61°30'06"W	4.15'
L35	N04°33'20"E	2.70'

EASEMENT AREA TABULATIONS

TOTAL: TEMPORARY CONSTRUCTION EASEMENTS	3,724 SQ. FT.
TOTAL: EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES	876 SQ. FT.
EASEMENT FOR PUBLIC RETAINING WALL, SIDEWALK, UTILITIES AND DRAINAGE PURPOSES	106 SQ. FT.

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	25.00'	29.60'	67°50'00"	16.81'	N 38°28'20" E	27.90'
C2	25.00'	61.43'	140°46'40"	70.17'	S 41°13'30" E	47.10'
C3	332.12'	509.63'	87°55'10"	320.27'	S 14°47'45" E	461.08'
C4	282.12'	432.91'	87°55'10"	272.06'	N 14°47'45" W	391.67'
C5	25.00'	16.74'	38°21'50"	8.70'	N 48°20'45" E	16.43'
C6	25.00'	8.85'	20°17'17"	4.47	N 62°14'41" E	8.81'
C7	25.00	22.68'	51°58'29"	12.19'	S 85°37'36" E	21.91
C8	25.00'	21.45'	49°09'13"	11.43'	S 35°03'45" E	20.80'
C9	25.00'	15.56'	35°39'17"	8.04'	S 07°20'30" W	15.31'
C10	25.00'	1.74'	3°59'41"	0.87'	S 27°09'59" W	1.74'
C11	5.54'	7.81'	80°50'21"	4.72'	S 82°14'20" W	7.18'
C12	25.00'	20.75'	47°32'43"	11.01'	N 28°19'41" E	20.16'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 10-30-2017 — PLAT EXAMINER

APPROVED: 10-30-2017 — SUBDIVISION AND BONDS ADMINISTRATOR

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 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): BARCROFT ASSOCIATES - DEED BOOK 1774 PAGE 113.
6. PROPERTY ADDRESS: 1100 SOUTH THOMAS STREET.
7. THE PROPERTIES DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PRPERTY IDENTIFIFACTION MAP NUMBERS 73-13, 73-14 AND 83-2 AS REAL PROPERTY CODE (RPC) NUMBER 27002001.

GRAPHIC SCALE

50 0 50

SCALE: 1" = 50'

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
10-24-17
LAND SURVEYOR

PLAT SHOWING
VARIOUS EASEMENTS ON

PART ORIGINAL PROPERTIES OF *BARCROFT INCORPORATED*

DEED BOOK 559, PAGE 24
DEED BOOK 680, PAGE 361

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 50'	DRAWN BY:BWS/BLA	CHECKED BY: LS	DATE : 07/25/16

REVISED 5-26-17,REVISED 7-26-17, REVISED 10-19-17

CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27002001-64 REVISED.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

20190100023168
12/05/2019 02:03:21 PM 1/13
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$61.00

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

DEED OF UTILITIES EASEMENT

This DEED OF UTILITIES EASEMENT ("Deed") is made this 19 day of November, 2019, by **BARCROFT ASSOCIATES,** a Virginia limited partnership ("**Grantor**" and "**Owner**"); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic (**"County"**), **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**Dominion"**), **VERIZON VIRGINIA, LLC**, a Virginia limited liability company ("**Verizon**") (County, Dominion, and Verizon, each individually, "**Grantee**", and collectively "**Grantees**"), and hereby recites and provides:

RECITALS:

R-1 **WHEREAS**, by virtue of an instrument recorded in Deed Book 1774 at Page 113, among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of that certain real property, situated and located in Arlington County, Virginia, more particularly described as:

> Beginning at a point in the new South line of Columbia Pike as the same has been established by the Virginia State Highway Department, which point is the Northeast corner of the Nelson tract and the northwest corner of the Palmer tract which point of beginning is S. 21° 55' 50" E. 27.40 feet from the original northeast corner of the Nelson tract and the original northwest corner of the old Palmer tract; thence with the line common to the said tract S. 21° 55' 50" E. 1298 feet to a point; thence running through the Nelson tract the following courses and distances S. 68° 04' 10" W 318 feet, N. 79° 29' 05" W. 315.13 feet, N. 38° 16' 40" W. 743 feet, N. 21° 55' 50" W. 447 feet to a point in the aforesaid new South line of Columbia Pike; thence with said road line N. 73° 14' 10" E. 228 feet to a point; thence continued with said road line N. 69° 14' E. 499.65 feet to a point; thence still with said road line N. 68° 22' 30" E. 66.44 feet to the point of beginning, containing 20.763 acres, more or less; Less and except that

BOX 157

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY.
SUITE 300
FAIRFAX, VIRGINIA 22033
A1300033.58

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, Virginia

V2

12 + 1 PLAT

portion dedicated as public streets by Deed of Dedication recorded in Deed Book 680 at Page 361 among the land records of Arlington County, Virginia (the "Property").

R-2 **WHEREAS**, Grantor desires to grant and convey unto the Grantees perpetual rights and easement for installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, on, over, under and across the Property for their respective public utilities and private utilities, and related utility facilities, in dimensions and the location that have been agreed upon by the Grantor and the County, identified and labeled as "Easement for Public and Private Utilities Hereby Granted Area #1 = 459 SQ. FT." (herein "Right of Way") on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Part Original Properties of Barcroft Incorporated, Deed Book 559, Page 24, Deed Book 680, Page 361, Arlington County, Virginia", prepared by Rice Associates, and approved by the Arlington County Subdivision and Bonds Administrator on October 30, 2017.

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described utilities easement.

JOINT USE UTILITY EASEMENT

NOW, THEREFORE, in consideration of the sum of Five Thousand Seven Hundred Forty-six Dollars ($5,746.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, respectively, their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easement as more particularly described herein (the "**Utilities Easement**"), which shall be subject to the terms and conditions of this Deed. The scope of the Easement as to each of the Grantees shall be as follows, and shall allow each Grantee to install the following facilities (collectively, the "**Utility Facilities**"):

1. **For County**. County shall have the right, within the Right of Way, to construct, install, reconstruct, operate, maintain, alter, and remove, above ground or underground, 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.

2. **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.

3. **For Verizon**. Verizon shall have the right, within the Right of Way, to construct, install, reconstruct, operate, maintain, alter, and remove communication systems consisting of such buried cables, buried wires, vaults, innerducts, conduits, duct banks, manholes, handholes, and related above-ground and below-ground facilities, including, but not limited to, posts, terminals, pedestals, location markers, equipment housing, electronic equipment holdings, remote terminal units, cabinets, power generators, and other appurtenances for the purpose of providing communications services, including, but not limited to, telephone, cable television, video, data and high speed internet services, as Verizon may, in its reasonable discretion, from time to time require upon, under, and on the Grantor's property.

The Utilities Easement 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 Utilities Easement area shall be and shall remain the property of the respective Grantee that installed such part of the Utility Facilities or for whose benefit the Utility Facilities were installed. The County will install the initial duct bank in which Dominion will install its own respective Utility Facilities. Upon the completion of the initial installation of the Utility Facilities, County, Dominion and Verizon will each accept ownership and maintenance responsibilities for the duct banks, or portions thereof, in which its respective Utility Facilities have been installed. No charges, other than any compensation agreed upon as consideration for the Utilities Easement, shall be made to any of the Grantees for the use of the Property for the Utilities Easement granted herein.

2. Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right-of-Way, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities as each deem advisable with respect to their Utility Facilities, without the prior consent of the Grantor.

3. Grantees shall have full and free use of the Right of Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and

exercise of the Utilities Easement, 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 Utilities Easement, re-seeding, and/or re-sodding.

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

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

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

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

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

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

COVENANTS REAL

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

FREE CONSENT

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

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:

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: _____
Print Name: Thomas H. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 13TH day of SEPTEMBER, 2019, by Thomas H. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, Virginia

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: _____
Print Name: Charles B. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 16th day of SEPTEMBER, 2019, by Charles B. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
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Address: 1100 South Thomas Street, Arlington, Virginia

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: Basil M. DeLashmutt
Print Name: Basil M. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 16th day of SEPTEMBER, 2019, by Basil M. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: Judith Anderson
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
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Address: 1100 South Thomas Street, Arlington, Virginia

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easement herein conveyed is accepted this 19 day of November, 2019 on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board adopted on November 16, 2019.

By: _____

Name: Uri Arkin

Title: Real Estate Bureau Chief

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 19th day of November, 2019, by Uri Arkin, ~~County Manager~~ Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires: March 31, 2020

Notary Registration Number: 346474

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
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VIRGINIA ELECTRIC AND POWER COMPANY:

By: _____

Name: Sean G. Stevens

Title: Authorized Representative

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

The foregoing instrument was acknowledged before me this 24th day of September, 2018 by Sean G. Stevens, Authorized Representative, on behalf of VIRGINIA ELECTRIC AND POWER COMPANY.

_____
Notary Public

My commission expires: May 31, 2022

Notary Registration Number: 184896

Kellee Hicks Lapallo
Notary Public
Commonwealth of Virginia
Reg. No. 184896

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
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RPC: 27002001
Address: 1100 South Thomas Street, Arlington, Virginia

VERIZON VIRGINIA, LLC:

By: Scott M. Sisk

Name: Scott M. Sisk

Title: Mgr. OSP Engineering

STATE OF Virginia :

COUNTY OF Loudoun : to-wit:

The foregoing instrument was acknowledged before me this 24 day of October, 2018 by Allison H. Earley on behalf of VERIZON VIRGINIA, LLC.

Allison H. Earley
Notary Public

My commission expires: 03-31-2019

Notary Registration Number: 7389337

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
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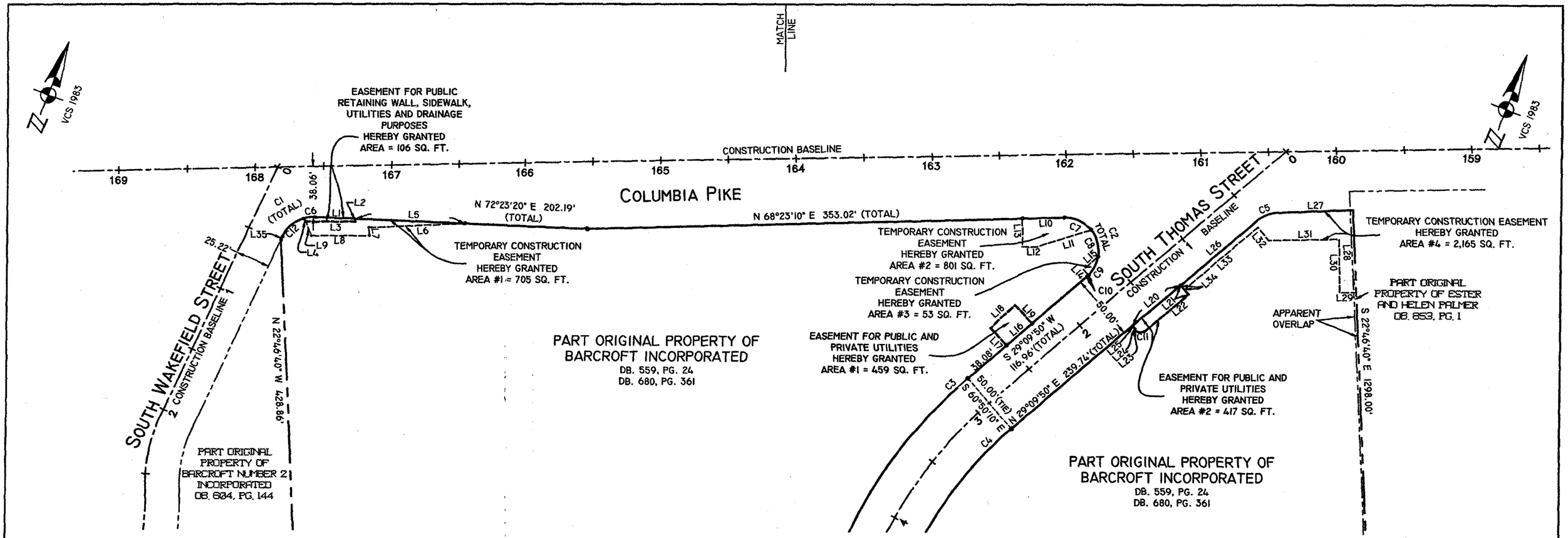

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N72°23'20"E	28.79'
L2	S20°04'55"E	2.20'
L3	S69°55'05"W	35.57'
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L19	S63°29'26"E	18.94'
L20	N29°09'50"E	46.56'
L21	S61°30'06"E	8.98'
L22	S29°05'03"W	42.91'
L23	N06°56'37"E	0.56'
L24	N59°46'36"W	1.90'
L25	N60°48'17"W	1.18'
L26	N29°09'50"E	74.23'
L27	N67°31'40"E	55.09'
L28	S22°46'40"E	61.83'
L29	S69°28'06"W	11.97'
L30	N21°03'44"W	39.86'
L31	S68°54'04"W	51.76'
L32	N60°52'40"W	12.82'
L33	S29°02'21"W	71.33'
L34	N61°30'06"W	4.15'
L35	N04°33'20"E	2.70'

EASEMENT AREA TABULATIONS

TOTAL: TEMPORARY CONSTRUCTION EASEMENTS	3,724 SQ. FT.
TOTAL: EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES	876 SQ. FT.
EASEMENT FOR PUBLIC RETAINING WALL, SIDEWALK, UTILITIES AND DRAINAGE PURPOSES	106 SQ. FT.

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	25.00'	29.60'	67°50'00"	16.81'	N 38°28'20" E	27.90'
C2	25.00'	61.43'	140°46'40"	70.17'	S 41°13'30" E	47.10'
C3	332.12'	509.63'	87°55'10"	320.27'	S 14°47'45" E	461.08'
C4	282.12'	432.91'	87°55'10"	272.06'	N 14°47'45" W	391.67'
C5	25.00'	16.74'	38°21'50"	8.70'	N 48°20'45" E	16.43'
C6	25.00'	8.85'	20°17'17"	4.47	N 62°14'41" E	8.81'
C7	25.00	22.68'	51°58'29"	12.19'	S 85°37'36" E	21.91
C8	25.00'	21.45'	49°09'13"	11.43'	S 35°03'45" E	20.80'
C9	25.00'	15.56'	35°39'17"	8.04'	S 07°20'30" W	15.31'
C10	25.00'	1.74'	3°59'41"	0.87'	S 27°09'59" W	1.74'
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ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 10-30-2017 — PLAT EXAMINER

APPROVED: 10-30-2017 — SUBDIVISION AND BONDS ADMINISTRATOR

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 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): BARCROFT ASSOCIATES - DEED BOOK 1774 PAGE 113.
6. PROPERTY ADDRESS: 1100 SOUTH THOMAS STREET.
7. THE PROPERTIES DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PRPERTY IDENTIFIFACTION MAP NUMBERS 73-13, 73-14 AND 83-2 AS REAL PROPERTY CODE (RPC) NUMBER 27002001.

GRAPHIC SCALE
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SCALE: 1" = 50'

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
10-24-17
LAND SURVEYOR

PLAT SHOWING
VARIOUS EASEMENTS ON

PART ORIGINAL PROPERTIES OF *BARCROFT INCORPORATED*

DEED BOOK 559, PAGE 24
DEED BOOK 680, PAGE 361

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 50'	DRAWN BY:BWS/BLA	CHECKED BY: LS	DATE : 07/25/16

REVISED 5-26-17,REVISED 7-26-17, REVISED 10-19-17

CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27002001-64 REVISED.DWG

RICE ASSOCIATES
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•Subsurface Utility Designation and Mapping
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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

20190100023169
12/05/2019 02:03:22 PM 1/11
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$47.00

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

DEED OF UTILITIES EASEMENT

This DEED OF UTILITIES EASEMENT ("Deed") is made this 19 day of November, 2019, by **BARCROFT ASSOCIATES,** a Virginia limited partnership (**"Grantor"** and **"Owner"**), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**"), **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**Dominion**"), (County and Dominion, each individually, "**Grantee**", and collectively "**Grantees**"), and hereby recites and provides:

RECITALS:

R-1 **WHEREAS**, by virtue of an instrument recorded in Deed Book 1774 at Page 113, among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of that certain real property, situated and located in Arlington County, Virginia, and more particularly described as:

> Beginning at a point in the new South line of Columbia Pike as the same has been established by the Virginia State Highway Department, which point is the Northeast corner of the Nelson tract and the northwest corner of the Palmer tract which point of beginning is S. 21° 55' 50" E. 27.40 feet from the original northeast corner of the Nelson tract and the original northwest corner of the old Palmer tract; thence with the line common to the said tract S. 21° 55' 50" E. 1298 feet to a point; thence running through the Nelson tract the following courses and distances S. 68° 04' 10" W 318 feet, N. 79° 29' 05" W. 315.13 feet, N. 38° 16' 40" W. 743 feet, N. 21° 55' 50" W. 447 feet to a point in the aforesaid new South line of Columbia Pike; thence with said road line N. 73° 14' 10" E. 228 feet to a point; thence continued with said road line N. 69° 14' E. 499.65 feet to a point; thence still with said road line N. 68° 22' 30" E. 66.44 feet to the point of beginning, containing 20.763 acres, more or less; Less and except that portion dedicated as public streets by Deed of Dedication recorded in

BOX 15

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, Virginia

V2

10 + 1 PLAT

Deed Book 680 at Page 361 among the land records of Arlington County, Virginia (the "Property").

R-2 **WHEREAS**, Grantor desires to grant and convey unto the Grantees perpetual rights and easement for installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, on, over, under and across the Property for their respective public utilities and private utilities, and related utility facilities, in dimensions and the location that have been agreed upon by the Grantor and the County, identified and labeled as "Easement for Public and Private Utilities Hereby Granted Area #2 = 417 SQ. FT." (herein "**Right of Way**") on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Part Original Properties of Barcroft Incorporated, Deed Book 559, Page 24, Deed 680, Page 361, Arlington County, Virginia", prepared by Rice Associates, and approved by the Arlington County Subdivision and Bonds Administrator on October 30, 2017.

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described utilities easement.

JOINT USE UTILITY EASEMENT

NOW, THEREFORE, in consideration of the sum of Five Thousand Two Hundred Twenty Dollars ($5,220.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, respectively, their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easement as more particularly described herein (the "**Utilities Easement**"), which shall be subject to the terms and conditions of this Deed. The scope of the Easement as to each of the Grantees shall be as follows, and shall allow each Grantee to install the following facilities (the **"Utility Facilities"**):

1. **For County**. County shall have the right, within the Right of Way, to construct, install, reconstruct, operate, maintain, alter, and remove, above ground or underground, 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.

2. **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 Utilities Easement 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 Utilities Easement area shall be and shall remain the property of the Grantee who installed such part of the Utility Facilities or for whose benefit the Utility Facilities were installed. The County will install the initial duct bank in which Dominion will install its own respective Utility Facilities. Upon the completion of the initial installation of the Utility Facilities, County and Dominion will accept ownership and maintenance responsibilities for the duct banks, or portions thereof, in which its respective Utility Facilities have been installed. No charges, other than any compensation agreed upon as consideration for the Utilities Easement, shall be made to either of the Grantees for the use of the Property for the Utilities Easement granted herein.

2. Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right-of-Way, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities as each deem advisable with respect to their Utility Facilities, without the prior consent of the Grantor.

3. Grantees shall have full and free use of the Right of Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Utilities Easement, 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 Utilities Easement, re-seeding, and/or re-sodding.

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

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

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

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

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

10. Grantor and each Grantee shall each conduct its operations within the Right of Way in a manner that does not materially interfere with or is otherwise inconsistent with the other easements, rights of way or interests in land acquired hereunder by the other Grantees. After initial installation of the Utility Facilities pursuant to the Columbia Pike Street Improvement plans approved by all

Grantees, any future installation, construction, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion, or additions of Utility Facilities within the Right of Way ("Future Work") by any Grantee shall not require the approval of any of the other Grantees, provided that the Future Work shall comply with all applicable clearance requirements including the requirements of the National Electric Safety Code and the clearance requirements of the Grantees. For any and all Future Work, the burden of complying with the applicable clearance requirements shall be borne by the Grantee that is performing the Future Work provided that the other Grantees shall, upon written request with reasonable notice, provide a copy of their clearance requirements to the other Grantees for review.

COVENANTS REAL

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

FREE CONSENT

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

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:

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: _____
Print Name: Thomas H. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 13th day of SEPTEMBER, 2019, by Thomas H. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, Virginia

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: _____
Print Name: Charles B. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 16th day of SEPTEMBER, 2019 by Charles B. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: Basil M. DeLashmutt
Print Name: Basil M. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 16th day of SEPTEMBER, 2019, by Basil M. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: Judith Anderson
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easement herein conveyed is accepted this 19 day of November, 2019 on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board adopted on November 16, 2019.

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

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 19th day of _____, 2019, by Uri Arkin, ~~County Manager~~ Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires: March 31, 2020

Notary Registration Number: 346474

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

NOTARY PUBLIC COMMONWEALTH OF VIRGINIA
TROY CORDEL HARRIS
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2020
Commission ID# 346474

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
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VIRGINIA ELECTRIC AND POWER COMPANY:

By: _____

Name: Sean G. Stevens

Title: Authorized Representative

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

The foregoing instrument was acknowledged before me this 24th day of September, 2018 by Sean G. Stevens, Authorized Representative, on behalf of VIRGINIA ELECTRIC AND POWER COMPANY.

_____
Notary Public

My commission expires: May 31, 2022

Notary Registration Number: 184896

Kellee Hicks Lapallo
Notary Public
Commonwealth of Virginia
Reg. No. 184896

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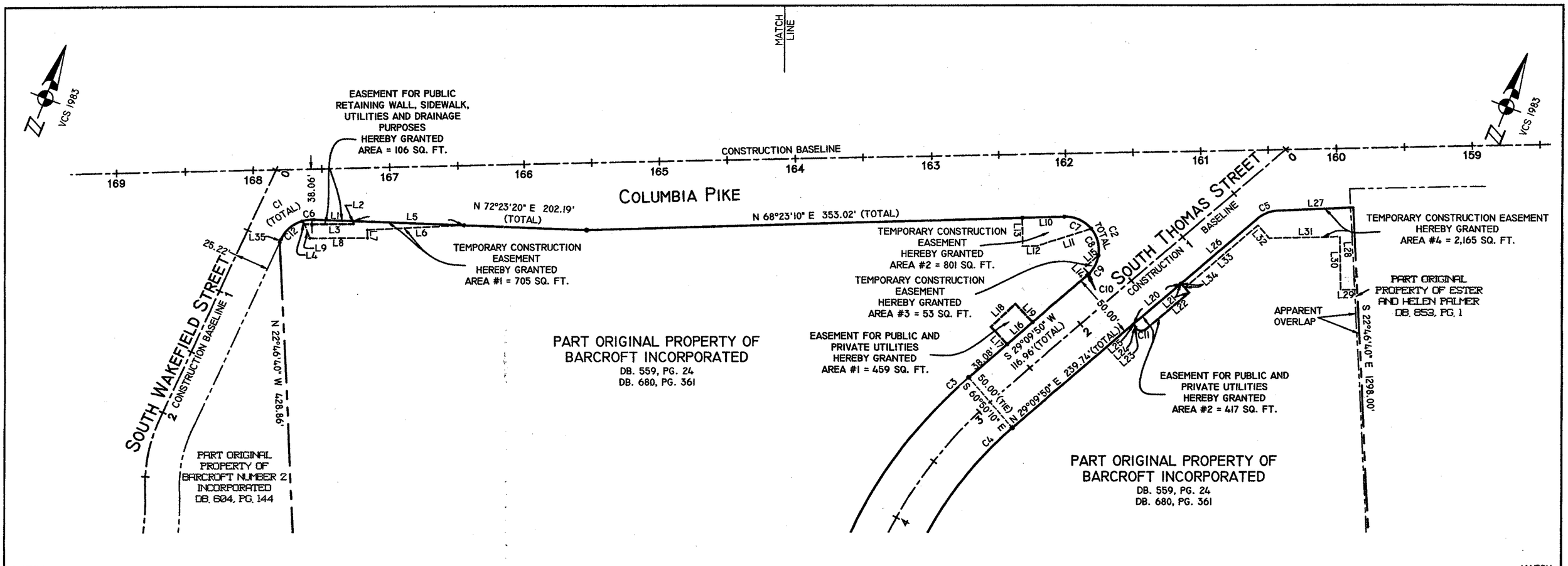

LINE TABLE		
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ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 10-30-2017 — PLAT EXAMINER

APPROVED: 10-30-2017 — SUBDIVISION AND BONDS ADMINISTRATOR

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GRAPHIC SCALE

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SCALE: 1" = 50'

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
10-24-17
LAND SURVEYOR

PLAT SHOWING
VARIOUS EASEMENTS ON

PART ORIGINAL PROPERTIES OF *BARCROFT INCORPORATED*

DEED BOOK 559, PAGE 24
DEED BOOK 680, PAGE 361

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 50'	DRAWN BY:BWS/BLA	CHECKED BY: LS	DATE : 07/25/16

REVISED 5-26-17,REVISED 7-26-17, REVISED 10-19-17

CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27002001-64 REVISED.DWG

RICE ASSOCIATES
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•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

20190100023166
12/05/2019 02:03:19 PM 1/8
Doc Type: LREASEMENT:
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$47.00

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

DEED OF EASEMENT

This DEED OF EASEMENT ("Deed") is made this 19 day of November, 2019, by **BARCROFT ASSOCIATES,** a Virginia limited partnership ("**Grantor**" and "**Owner**"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**Grantee**" and "**County**").

RECITALS:

R-1 **WHEREAS,** by virtue of an instrument recorded among the land records of Arlington County, Virginia ("Land Records") in Deed Book 1774 at Page 113, the Owner is the owner of that certain real property, situate and located in Arlington County, Virginia, more particularly described as:

> Beginning at a point in the new South line of Columbia Pike as the same has been established by the Virginia State Highway Department, which point is the Northeast corner of the Nelson tract and the northwest corner of the Palmer tract which point of beginning is S. 21° 55' 50" E. 27.40 feet from the original northeast corner of the Nelson tract and the original northwest corner of the old Palmer tract; thence with the line common to the said tract S. 21° 55' 50" E. 1298 feet to a point; thence running through the Nelson tract the following courses and distances S. 68° 04' 10" W 318 feet, N. 79° 29' 05" W. 315.13 feet, N. 38° 16' 40" W. 743 feet, N. 21° 55' 50" W. 447 feet to a point in the aforesaid new South line of Columbia Pike; thence with said road line N. 73° 14' 10" E. 228 feet to a point; thence continued with said road line N. 69° 14' E. 499.65 feet to a point; thence still with said road line N. 68° 22' 30" E. 66.44 feet to the point of beginning, containing 20.763 acres, more or less; Less and except that portion dedicated as public streets by Deed of Dedication recorded in Deed Book 680 at Page 361 among the land records of Arlington County, Virginia (the "Property").

Box 15

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY.
SUITE 300
FAIRFAX, VIRGINIA 22033
A1300233.58

R-2 **WHEREAS**, the Grantor desires to grant and convey unto the County perpetual right and easement for the installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement,

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, Virginia

7+1 PLAT

expansion and/or removal of public retaining wall, sidewalk, utilities and drainage facilities on the Property, in dimensions and location that have been agreed upon by the Grantor and the County, identified and labeled as "Easement for Public Retaining Wall, Sidewalk, Utilities and Drainage Purposes Hereby Granted Area = 106 SQ. FT.," ("Retaining Wall Easement"), on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Part Original Properties of Barcroft Incorporated, Deed Book 559, Page 24, Deed Book 680, Page 361, Arlington County, Virginia", prepared by Rice Associates, and approved by the Arlington County Subdivision & Bonds Administrator on October 30, 2017 (the "Plat").

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described easement.

EASEMENT FOR PUBLIC RETAINING WALL PURPOSES, SIDEWALK, UTILITIES AND DRAINAGE PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of One Thousand Three Hundred Twenty-seven Dollars ($ 1,327.00) cash in hand paid, 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, the Retaining Wall Easement, over, under, across and through the Property, described on the Plat as "Easement for Public Retaining Wall, Sidewalk, Utilities and Drainage Purposes Hereby Granted Area = 106 SQ. FT.," in the dimensions and location shown on the Plat, for the purposes of installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of present and future public retaining wall, sidewalk, utilities and drainage facilities within the said Retaining Easement area. The aforesaid Retaining Wall Easement is subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Retaining Wall Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Retaining Wall Easement, including the right of access to and from the Retaining Wall 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 reasonable near the Retaining Wall Easement; 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.

3. The Grantor reserves the right to use the Property in any manner which is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Retaining Wall Easement 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 Retaining Wall Easement.

5. The Grantor covenants that Grantor is seized of and has the right to convey the Retaining Wall Easement, and that the Grantor shall make no use of the Retaining Wall Easement area which is inconsistent with the Retaining Wall Easement rights hereby granted.

COVENANTS REAL

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

FREE CONSENT

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

The Grantor, as evidenced by the 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 pages*]

GRANTOR:

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: _____
Print Name: Thomas H. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 13th day of SEPTEMBER, 2019, by Thomas H. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, Virginia

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: _____
Print Name: Charles B. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 16th day of SEPTEMBER, 2019, by Charles B. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, Virginia

BARCROFT ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP

By: Basil M. DeLashmutt
Print Name: Basil M. DeLashmutt
Title: General Partner

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 16th day of SEPTEMBER, 2019, by Basil M. DeLashmutt, General Partner of Barcroft Associates, a Virginia limited partnership, Grantor.

Notary Public: Judy Anderson
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 19 day of November, 2019, 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 16, 2019.

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, Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 19th day of November, 2019.

Notary Public: _____

My Commission expires: March 31, 2020

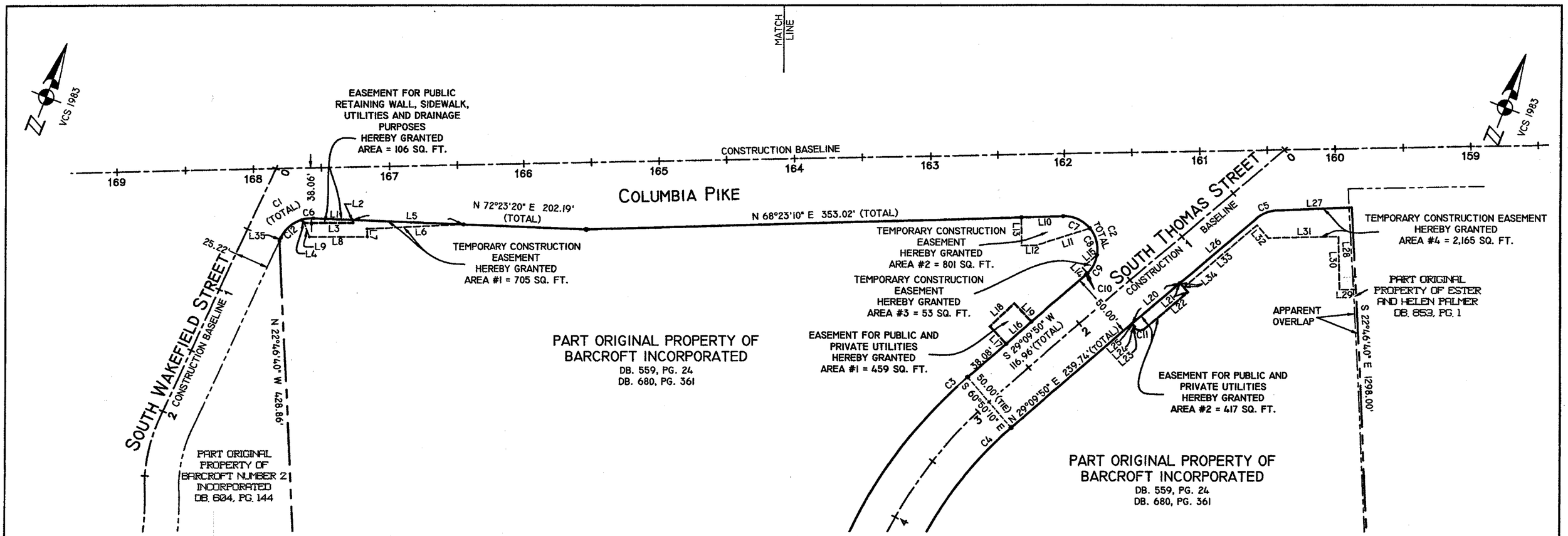
My Registration No.: 346474

APPROVED AS TO FORM

_____
COUNTY ATTORNEY

NOTARY PUBLIC COMMONWEALTH OF VIRGINIA
TROY CORDEL HARRIS
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2020
Commission ID# 346474

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002001
Address: 1100 South Thomas Street, Arlington, Virginia



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N72°23'20"E	28.79'
L2	S20°04'55"E	2.20'
L3	S69°55'05"W	35.57'
L4	N60°33'01"W	2.97'
L5	N72°23'20"E	81.52'
L6	S67°22'50"W	71.35'
L7	S21°40'04"E	6.08'
L8	S69°55'05"W	42.11'
L9	N39°50'30"W	11.21'
L10	N68°23'10"E	31.55'
L11	S52°17'17"W	42.61'
L12	S69°28'12"W	10.70'
L13	N20°31'48"W	21.22'
L14	N62°49'30"W	5.66'
L15	N29°00'46"E	14.41'
L16	S29°09'50"W	25.03'
L17	N63°29'26"W	17.78'
L18	N26°30'34"E	25.00'
L19	S63°29'26"E	18.94'
L20	N29°09'50"E	46.56'
L21	S61°30'06"E	8.98'
L22	S29°05'03"W	42.91'
L23	N06°56'37"E	0.56'
L24	N59°46'36"W	1.90'
L25	N60°48'17"W	1.18'
L26	N29°09'50"E	74.23'
L27	N67°31'40"E	55.09'
L28	S22°46'40"E	61.83'
L29	S69°28'06"W	11.97'
L30	N21°03'44"W	39.86'
L31	S68°54'04"W	51.76'
L32	N60°52'40"W	12.82'
L33	S29°02'21"W	71.33'
L34	N61°30'06"W	4.15'
L35	N04°33'20"E	2.70'

EASEMENT AREA TABULATIONS

TOTAL: TEMPORARY CONSTRUCTION EASEMENTS	3,724 SQ. FT.
TOTAL: EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES	876 SQ. FT.
EASEMENT FOR PUBLIC RETAINING WALL, SIDEWALK, UTILITIES AND DRAINAGE PURPOSES	106 SQ. FT.

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	25.00'	29.60'	67°50'00"	16.81'	N 38°28'20" E	27.90'
C2	25.00'	61.43'	140°46'40"	70.17'	S 41°13'30" E	47.10'
C3	332.12'	509.63'	87°55'10"	320.27'	S 14°47'45" E	461.08'
C4	282.12'	432.91'	87°55'10"	272.06'	N 14°47'45" W	391.67'
C5	25.00'	16.74'	38°21'50"	8.70'	N 48°20'45" E	16.43'
C6	25.00'	8.85'	20°17'17"	4.47	N 62°14'41" E	8.81'
C7	25.00	22.68'	51°58'29"	12.19'	S 85°37'36" E	21.91
C8	25.00'	21.45'	49°09'13"	11.43'	S 35°03'45" E	20.80'
C9	25.00'	15.56'	35°39'17"	8.04'	S 07°20'30" W	15.31'
C10	25.00'	1.74'	3°59'41"	0.87'	S 27°09'59" W	1.74'
C11	5.54'	7.81'	80°50'21"	4.72'	S 82°14'20" W	7.18'
C12	25.00'	20.75'	47°32'43"	11.01'	N 28°19'41" E	20.16'

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 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): BARCROFT ASSOCIATES - DEED BOOK 1774 PAGE 113.
6. PROPERTY ADDRESS: 1100 SOUTH THOMAS STREET.
7. THE PROPERTIES DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PRPERTY IDENTIFIFACTION MAP NUMBERS 73-13, 73-14 AND 83-2 AS REAL PROPERTY CODE (RPC) NUMBER 27002001.

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
10-24-17
LAND SURVEYOR

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 10-30-2017 — PLAT EXAMINER

APPROVED: 10-30-2017 — SUBDIVISION AND BONDS ADMINISTRATOR

GRAPHIC SCALE
50 0 50
SCALE: 1" = 50'

PLAT SHOWING
VARIOUS EASEMENTS ON

PART ORIGINAL PROPERTIES OF *BARCROFT INCORPORATED*

DEED BOOK 559, PAGE 24
DEED BOOK 680, PAGE 361

ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 50'	DRAWN BY:BWS/BLA	CHECKED BY: LS	DATE : 07/25/16

REVISED 5-26-17,REVISED 7-26-17, REVISED 10-19-17

CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27002001-64 REVISED.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

20190100023161
12/05/2019 02:03:14 PM 1/12
Doc Type: LREASEMENT:
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$61.00

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

DEED OF TEMPORARY EASEMENTS AND CONSTRUCTION AGREEMENT

This DEED OF TEMPORARY EASEMENTS AND CONSTRUCTION AGREEMENT ("Deed") is made this 19 day of November, 2019, by **BASIL M. DELASHMUTT, JR.** and **NANCY M. DELASHMUTT GRIFFIN**, also known of record as **NANCY M. DELASHMUTT** (being all the heirs at law of Basil M. DeLashmutt who died intestate in 1956), **CHARLES BRYNE DELASHMUTT**, **BEVERLY ANN DELASHMUTT ENGLE**, **ABIGAIL CANNING DELASHMUTT** and **INDIA PLEASANTS DELASHMUTT**, all being the successors to Basil M. DeLashmutt, Charles M. DeLashmutt and John E. DeLashmutt, as shown on Exhibit "A" attached hereto ("**Owners**" and "**Grantors**"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**" and "**Grantee**").

RECITALS:

R-1 **WHEREAS**, by virtue of instruments recorded among the land records of Arlington County, Virginia ("Land Records") in Deed Book 611 at Page 358, Deed Book 913 at Page 33, Will Book 33 at Page 228, Will Book 7 at Page 2133, and Will Book 7 at Page 2151, the Owners are the owners of that certain real property, situate and located in Arlington County, Virginia known as:

Parcel "A" upon a plat of "Part of the Estler M. Palmer Property, formerly William H. Palmer Estate," made by Basil M. DeLashmutt, Certified Land Surveyor, dated April 28, 1947, attached to and made a part of the deed from Charles M. DeLashmutt, et al, to the County Board of Arlington County, Virginia, dated April 29, 1947, and recorded among the land

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY.
SUITE 300
FAIRFAX, VIRGINIA 22033
A13-0033.48

Box 15

Project: Columbia Pike (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, VA

11 + 1 PLAT

records of Arlington County, Virginia, in Deed Book 773 at Page 276 (the "Property").

R-2 **WHEREAS**, the Grantors desire to grant and convey unto the County temporary easements for the installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb and gutter, and drainage facilities on the Property, in dimensions and locations that have been agreed upon by the Grantors and the County, as identified and labeled on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Parcel "A", Part of the Former Estler M. Palmer Property, Formerly William H. Palmer Estate, D.B. 773, PG. 276, Arlington County, Virginia," prepared by Rice Associates, and approved by the Arlington County Subdivision & Bonds Administrator on December 4, 2017 (the "Plat").

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described temporary easements.

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of One Hundred Sixty-three Thousand Two Hundred Fifteen Dollars ($163,215.00), 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 the Grantee temporary easements for the use, as described herein, of portions of Grantors' property, identified and labeled as "Temporary Construction Easement Hereby Granted Area #1 = 882 SQ. FT.", "Temporary Construction Easement Hereby Granted Area #2 = 1,513 SQ. FT.", "Temporary Construction Easement Area #3 = 4,101 SQ. FT.", and "Temporary Construction Easement Area #4 = 131 SQ. FT." (collectively, "Temporary Easements"), which Temporary Easements total to a sum of **Six Thousand Six Hundred Twenty-seven (6,627)** square feet of land (collectively, "**Temporary Easement Areas**") situated in Arlington County, Virginia, as shown on the Plat attached hereto and made a part hereof.

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 installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb, gutter, and drainage facilities, including accessories and appurtenances thereto, (collectively, "Work" or "Project") 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.

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

The Temporary Easements conveyed by this document shall commence upon the date the Grantee approves and signs the contract for construction of the Project ("Approval Date"), and shall expire upon the earlier of: 1) the third anniversary of the Approval Date, or 2) completion of the Project, including any ground restoration and tree replacement.

The Grantee shall maintain access to at least half of the existing entrance aprons, or some similar access to the Property, and Grantee shall repair or replace the existing entrance aprons, if needed, following any such construction work by Grantee within the Temporary Easements.

Grantee agrees that, as soon as practicable after the completion of installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb, gutter, and public and drainage facilities within or adjacent to the Temporary Easement Areas, the Grantee will, at no cost to the Grantors: (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 the 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):

[Signatures appear on the following page(s)]

GRANTOR (Owner):

BASIL M. DELASHMUTT, JR.,
Heir at law of Basil M. DeLashmutt

STATE OF Maryland :

COUNTY OF Caroline : to-wit:

The foregoing instrument was acknowledged before me this 3 day of Sept, 2019 by **Basil M. DeLashmutt, Jr.**, heir at law of Basil M. DeLashmutt, Grantor.

Notary Public

My commission expires: 5/2/22

Notary Registration Number: 163193

Project: Columbia Pike (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, VA

GRANTOR (Owner):

NANCY M. DELASHMUTT GRIFFIN,
ALSO KNOWN OF RECORD AS
NANCY M. DELASHMUTT

STATE OF New Jersey :
COUNTY OF Monmouth : to-wit:

The foregoing instrument was acknowledged before me this 3rd day of Sept, 2019 by **Nancy M. DeLashmutt Griffin,** also known of record as **Nancy M. DeLashmutt**, heir at law of Basil M. DeLaashmutt, Grantor.

Notary Public

My commission expires: JESSICA HENSON NOTARY PUBLIC OF NEW JERSEY My Commission Expires May 9, 2024

Notary Registration Number:

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

GRANTOR (Owner):

CHARLES BRYNE DELASHMUTT

STATE OF VIRGINIA :

COUNTY OF ARLINGTON : to-wit:

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER, 2019 by **Charles Bryne DeLashmutt**, Grantor.

Notary Public

My commission expires: AUGUST 31, 2022

Notary Registration Number: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

GRANTOR (Owner):

Beverly Ann DeLashmutt Engle
BEVERLY ANN DELASHMUTT ENGLE

STATE OF Virginia :

COUNTY OF Loudoun : to-wit:

The foregoing instrument was acknowledged before me this 3rd day of Sept., 2019 by **Beverly Ann DeLashmutt Engle**, Grantor.

Teresa G. Swartz
Notary Public

My commission expires: 12/31/2022

Notary Registration Number: 152687

Teresa G. Swartz
Notary Public
Reg #152687
Commonwealth of Virginia
My Commission Expires Dec. 31, 2022

GRANTOR (Owner):

ABIGAIL CANNING DELASHMUTT

STATE OF VIRGINIA :

COUNTY OF ARLINGTON : to-wit:

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 2019 by **Abigail Canning DeLashmutt,** Grantor.

Notary Public

My commission expires: August 31, 2022

Notary Registration Number: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

GRANTOR (Owner):

INDIA PLEASANTS DELASHMUTT

STATE OF South Carolina :

COUNTY OF Charleston : to-wit:

The foregoing instrument was acknowledged before me this 10 day of September, 2019 by **India Pleasants DeLashmutt**, Grantor.

Notary Public

My commission expires: 12/30/25

Notary Registration Number:_____

Project: Columbia Pike (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, VA

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 19 day of November, 2019, 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 16, 2019.

By: _____

Printed Name: Uri Arkin

Real Estate Bureau Chief

Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Uri Arkin, Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 19th day of November, 2019.

Notary Public: _____

My Commission expires: March 31, 2020

My Registration No.: 346474

TROY CORDEL HARRIS
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2020
Commission ID# 346474

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, VA

EXHIBIT A

AND BEING the same real estate conveyed to Basil M. DeLashmutt, Charles M. DeLashmutt and John E. DeLashmutt by deed dated April 20, 1943 and recorded in Deed Book 611, page 358 among the land records of Arlington County, Virginia.

Basil M. DeLashmutt died intestate, March 13, 1956, and as confirmed by List of Heirs recorded in Will Book 33, page 238, was survived by his wife, Gertrude, and her children Basil M. DeLashmutt, Jr. and Nancy M. DeLashmutt, now Nancy DeLashmutt Griffin. Gertrude DeLashmutt died June 22, 1978, extinguishing the dower life estate.

Charles M. DeLashmutt died May 4, 2000 and by his will probated in Will Book 7, page 2133, devised his interest to his children and sole heirs at law, Charles B. DeLashmutt and Beverly Ann DeLashmutt Engle, his wife Emma Byrne DeLashmutt having died November 2, 1999.

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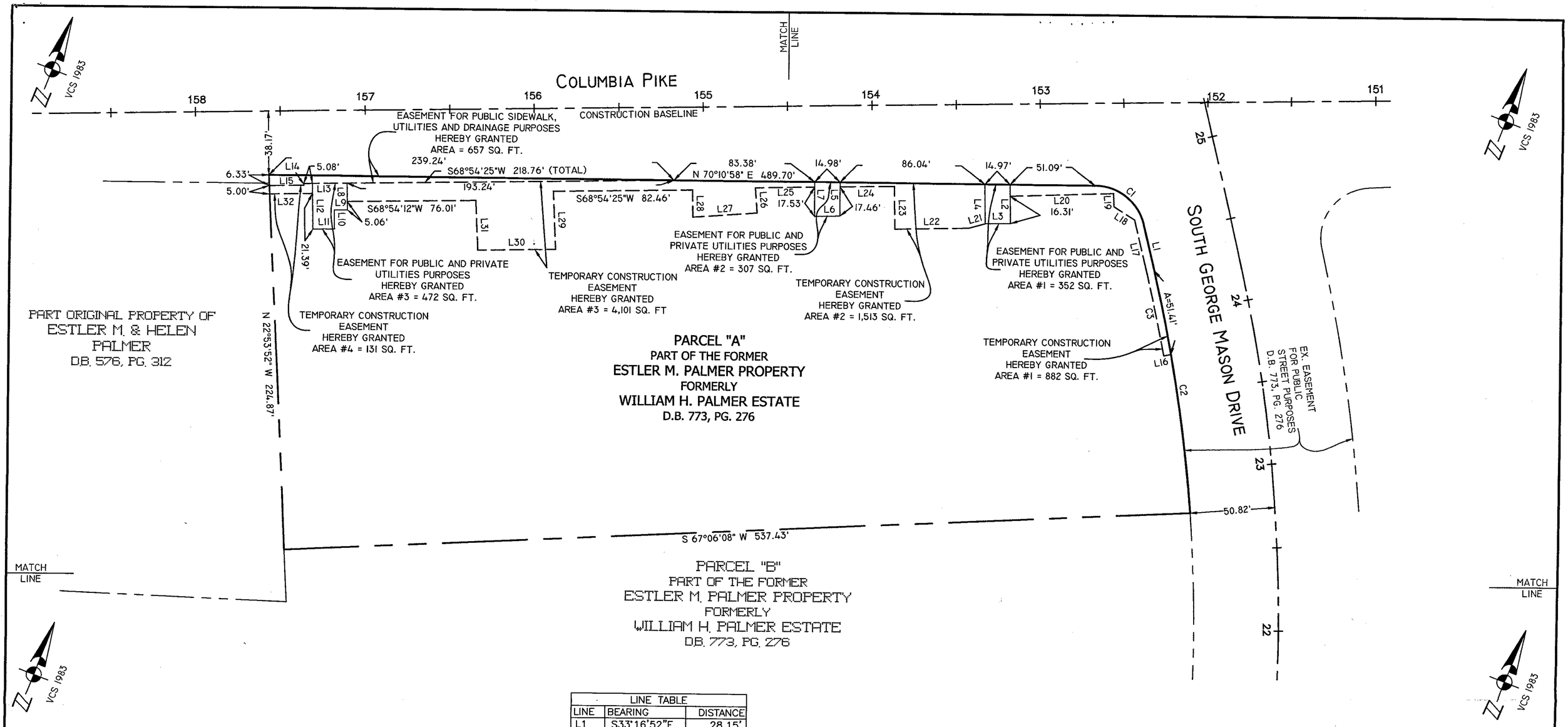

EASEMENT AREA TABULATIONS

TOTAL: TEMPORARY CONSTRUCTION EASEMENTS	6,627 SQ. FT.
TOTAL: EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES	1,131 SQ. FT.
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CURVE TABLE						
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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): CHARLES M. DELASHMUTT, ET AL - WILL BOOK 33 PAGE 228, DEED BOOK 913 PAGE 33.
6. PROPERTY ADDRESS: 4200 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 73-10 AND 73-14 AS REAL PROPERTY CODE (RPC) NUMBER 27002004.

COMMONWEALTH OF VIRGINIA
WILLIAM C. LIPPY, JR
Lic. No. 2887
11-22-17
LAND SURVEYOR

GRAPHIC SCALE
40 0 40
SCALE: 1" = 40'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 12-1-2017	APPROVED: 12-4-2017
Bruce Woodhams	
PLAT EXAMINER	SUBDIVISION AND BONDS ADMINISTRATOR

PLAT SHOWING
VARIOUS EASEMENTS ON

PARCEL "A"
PART OF THE FORMER
ESTLER M. PALMER PROPERTY
FORMERLY
WILLIAM H. PALMER ESTATE

D. B. 773, PG. 276
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 40'	DRAWN BY: KLT	CHECKED BY:WL	DATE : 7-18-16
REVISED: 11-17-2017			
CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27002004-61 REVISED.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

20190100023160
12/05/2019 02:03:13 PM 1/15
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$61.00

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

DEED OF UTILITIES EASEMENTS

This DEED OF UTILITIES EASEMENTS ("Deed") is made this 19 day of November, 2019, by **BASIL M. DELASHMUTT, JR.** and **NANCY M. DELASHMUTT GRIFFIN**, also known of record as **NANCY M. DELASHMUTT** (being all the heirs at law of Basil M. DeLashmutt who died intestate in 1956), **CHARLES BRYNE DELASHMUTT**, **BEVERLY ANN DELASHMUTT ENGLE**, **ABIGAIL CANNING DELASHMUTT** and **INDIA PLEASANTS DELASHMUTT**, all being the successors to Basil M. DeLashmutt, Charles M. DeLashmutt and John E. DeLashmutt, as shown on Exhibit "A" attached hereto ("**Grantors**" and "**Owners**"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic (**"County"**), and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia (**"Dominion"**), (County and Dominion, each individually, **"Grantee"**, and collectively, "**Grantees"**, and hereby recites and provides:

RECITALS:

R-1 **WHEREAS**, by virtue of instruments recorded among the land records of Arlington County, Virginia ("Land Records") in Deed Book 611 at Page 358, Deed Book 913 at Page 33, Will Book 33 at Page 228, Will Book 7 at Page 2133, and Will Book 7 at Page 2151, the Owners are the owners of that certain real property, situate and located in Arlington County, Virginia known as:

Parcel "A" upon a plat of "Part of the Estler M. Palmer Property, formerly William H. Palmer Estate," made by Basil M. DeLashmutt, Certified Land Surveyor, dated April 28, 1947, attached to and made a part of the deed from Charles M. DeLashmutt, et al, to the County Board of Arlington County, Virginia, dated April 29, 1947, and recorded among the land records of Arlington County, Virginia, in Deed Book 773 at Page 276 (the "Property").

BOX 15

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY.
SUITE 300
FAIRFAX, VIRGINIA 22033
A1300233.48

Project: Columbia Pike Multimodal Segment F – S. Oakland Street to S. Wakefield S.
Project No.: DS 39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

14 + 1 PLAT

R-2 **WHEREAS**, the Grantors desire to grant and convey unto the Grantees perpetual rights and easements for installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, on, over, under and across the Property for their respective public utilities and private utilities, and related utilities facilities, in dimensions and locations that have been agreed upon by the Grantors and the County, and identified and labeled as "Easement for Public and Private Utilities Purposes Hereby Granted Area #1 = 352 SQ. FT.", "Easement for Public and Private Utilities Purposes Hereby Granted Area #2 = 307 SQ. FT", and "Easement for Public and Private Utilities Purposes Hereby Granted Area #3 = 472 SQ. FT." (collectively, "Utilities Easements" or "Right of Ways") on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Parcel "A", Part of the Former Estler M. Palmer Property, Formerly William H. Palmer Estate, D.B. 773, PG. 276, Arlington County, Virginia," prepared by Rice Associates, and approved by the Arlington County Subdivision & Bonds Administrator on December 4, 2017 (the "Plat").

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described utilities easements.

JOINT USE UTILITIES EASEMENTS

NOW, THEREFORE, in consideration of the sum of Fifteen Thousand Six Hundred Seventy-eight Dollars ($15,678.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors, do hereby grant to each of the Grantees, respectively, their successors and assigns, in the area of the Right of Ways, the perpetual right, privilege and non-exclusive Utilities Easements as more particularly described herein, each of which shall be subject to the terms and conditions of this Deed. The scope of the Utilities Easements as to each of the respective Grantees shall be as follows, and shall allow each Grantee to install the following facilities (the "Utility Facilities"):

1. **For County**. County shall have the right, within the Right of Ways, to construct, install, reconstruct, operate, maintain, alter, and remove, above ground or underground, 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.

2. **For Dominion**. Dominion shall have the right, within the Right of Ways, 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 Utilities 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 Utilities Easements areas shall be and shall remain the property of the respective Grantee that installed such part of the Utility Facilities or for whose benefit the Utility Facilities were installed. The County will install the initial duct bank in which Dominion will install its own respective 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 respective Utility Facilities have been installed. No charges, other than any compensation agreed upon as consideration for the Utilities Easements, shall be made to any of the Grantees for the use of the Property for the Utilities Easements granted herein.

2. Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right-of-Way, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities as each deem advisable with respect to their Utility Facilities, without the prior consent of the Grantor.

3. Grantees shall have full and free use of the Right of Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Utilities 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 Utilities Easements, re-seeding, and/or re-sodding.

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

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

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

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

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

10. Grantor and each Grantee shall each conduct its operations within the Right of Way in a manner that does not materially interfere with or is otherwise inconsistent with the other easements, rights of way or interests in land acquired hereunder by the other Grantees. After initial installation of the Utility Facilities pursuant to the Columbia Pike Street Improvement plans approved by all Grantees, any future installation, construction, operation, maintenance, inspection,

survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion, or additions of Utility Facilities within the Right of Way ("Future Work") by any Grantee shall not require the approval of any of the other Grantees, provided that the Future Work shall comply with all applicable clearance requirements including the requirements of the National Electric Safety Code and the clearance requirements of the Grantees. For any and all Future Work, the burden of complying with the applicable clearance requirements shall be borne by the Grantee that is performing the Future Work provided that the other Grantees shall, upon written request with reasonable notice, provide a copy of their clearance requirements to the other Grantees for review.

COVENANTS REAL

The Grantors, as evidenced by their signatures affixed hereto, 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 approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto.

The Grantors, as evidenced by their signatures affixed hereto, covenant that the Grantors are seized of the Property and have the right to convey this Deed.

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

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[*SIGNATURES APPEAR ON THE FOLLOWING PAGES*]

GRANTOR (Owner):

BASIL M. DELASHMUTT, JR.,
Heir at law of Basil M. DeLashmutt

STATE OF Maryland :

COUNTY OF Caroline : to-wit:

The foregoing instrument was acknowledged before me this 3 day of Sept, 2019 by **Basil M. DeLashmutt, Jr.**, heir at law of Basil M. DeLashmutt, Grantor.

Notary Public

My commission expires: 5/2/22

Notary Registration Number: 163193

Project: Columbia Pike Multimodal Segment F – S. Oakland Street to S. Wakefield S.
Project No.: DS 39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

GRANTOR (Owner):

Nancy M DeLashmutt Griffin

NANCY M. DELASHMUTT GRIFFIN,
ALSO KNOWN OF RECORD AS
NANCY M. DELASHMUTT,
Heir at law of Basil M. DeLashmutt

STATE OF New Jersey :
COUNTY OF Monmouth : to-wit:

The foregoing instrument was acknowledged before me this 3rd day of Sept, 2019 by **Nancy M. DeLashmutt Griffin**, also known of record as **Nancy M. DeLashmutt**, heir at law of Basil M. DeLashmutt, Grantor.

Notary Public

My commission expires: JESSICA HENSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 9, 2024

Notary Registration Number:

Project: Columbia Pike Multimodal Segment F – S. Oakland Street to S. Wakefield S.
Project No.: DS 39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

GRANTOR (Owner):

CHARLES BYRNE DELASHMUTT

STATE OF VIRGINIA :

COUNTY OF ARLINGTON : to-wit:

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER, 2019 by **Charles Byrne DeLashmutt**, Grantor.

Notary Public

My commission expires: AUGUST 31, 2022

Notary Registration Number: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal Segment F – S. Oakland Street to S. Wakefield S.
Project No.: DS 39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

GRANTOR (Owner):

Beverly Ann DeLashmutt Engle
BEVERLY ANN DELASHMUTT ENGLE

STATE OF Virginia :

COUNTY OF Loudoun : to-wit:

The foregoing instrument was acknowledged before me this 3rd day of Sept., 2019 by **Beverly Ann DeLashmutt Engle**, Grantor.

Linda G. Swartz
Notary Public

My commission expires: 12/31/2022

Notary Registration Number: 152687

Teresa G. Swartz
Notary Public
Reg #152687
Commonwealth of Virginia
My Commission Expires Dec. 31, 2022

Project: Columbia Pike Multimodal Segment F – S. Oakland Street to S. Wakefield S.
Project No.: DS 39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

GRANTOR (Owner):

ABIGAIL CANNING DELASHMUTT

STATE OF VIRGINIA :

COUNTY OF ARLINGTON : to-wit:

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 2019 by **Abigail Canning DeLashmutt**, Grantor.

Notary Public

My commission expires: AUGUST 31, 2022

Notary Registration Number: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

GRANTOR (Owner):

INDIA PLEASANTS DELASHMUTT

STATE OF South Carolina :

COUNTY OF Charleston : to-wit:

The foregoing instrument was acknowledged before me this 10 day of September, 2019 by **India Pleasants DeLashmutt**, Grantor.

Notary Public

My commission expires: 12/30/25

Notary Registration Number: _____

Project: Columbia Pike Multimodal Segment F – S. Oakland Street to S. Wakefield S.
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Address: 4200 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easements herein conveyed are accepted this 19 day of November, 2019 on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board adopted on November 16, 2019.

By: _____

Printed Name: Uri Arkin

Title: Real Estate Bureau Chief

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

The foregoing instrument was acknowledged before me this 19th day of November, 2019 by Uri Arkin, Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires: March 31, 2020

Notary Registration Number: 346474

TROY CORDEL HARRIS
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2020
Commission ID# 346474

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multimodal Segment F – S. Oakland Street to S. Wakefield S.
Project No.: DS 39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

VIRGINIA ELECTRIC AND POWER COMPANY:

By: _____

Name: Sean G. Stevens

Title: Authorized Representative

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

The foregoing instrument was acknowledged before me this 24th day of September, 2018 by Sean G. Stevens, Authorized Representative, on behalf of VIRGINIA ELECTRIC AND POWER COMPANY.

_____
Notary Public

My commission expires: May 31, 2022

Notary Registration Number: 184896

Kellee Hicks Lapallo
Notary Public
Commonwealth of Virginia
Reg. No. 184896

Project: Columbia Pike Multimodal Segment F – S. Oakland Street to S. Wakefield S.
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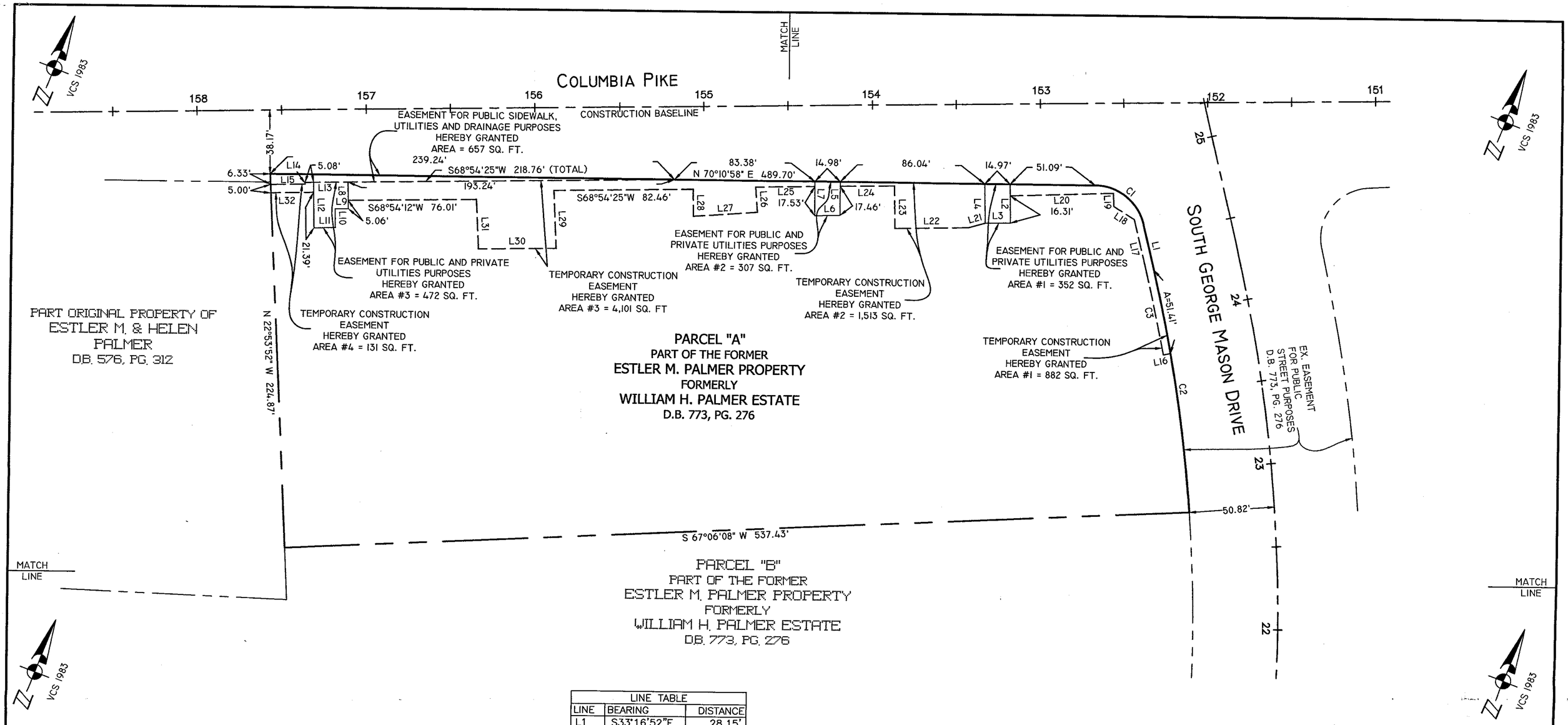

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L23	N21°18'19"W	25.57'
L24	S68°54'29"W	32.29'
L25	S68°54'25"W	34.98'
L26	S24°46'57"E	15.09'
L27	S65°42'42"W	38.26'
L28	N21°12'23"W	16.19'
L29	S22°48'13"E	34.88'
L30	S68°54'25"W	45.96'
L31	N22°51'10"W	29.88'
L32	S68°54'25"W	25.15'

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): CHARLES M. DELASHMUTT, ET AL - WILL BOOK 33 PAGE 228, DEED BOOK 913 PAGE 33.
6. PROPERTY ADDRESS: 4200 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 73-10 AND 73-14 AS REAL PROPERTY CODE (RPC) NUMBER 27002004.

COMMONWEALTH OF VIRGINIA
WILLIAM C. LIPPY, JR
Lic. No. 2887
11-22-17
LAND SURVEYOR

GRAPHIC SCALE
40 0 40
SCALE: 1" = 40'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 12-1-2017
PLAT EXAMINER

APPROVED: 12-4-2017
SUBDIVISION AND BONDS ADMINISTRATOR

PLAT SHOWING
VARIOUS EASEMENTS ON

PARCEL "A"
PART OF THE FORMER
ESTLER M. PALMER PROPERTY
FORMERLY
WILLIAM H. PALMER ESTATE

D. B. 773, PG. 276
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 40'	DRAWN BY: KLT	CHECKED BY:WL	DATE : 7-18-16
REVISED: 11-17-2017			
CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27002004-61 REVISED.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

20190100023159
12/05/2019 02:03:12 PM 1/12
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$61.00

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

DEED OF EASEMENT

This DEED OF EASEMENT ("Deed") is made this 19 day of November, 2019, by **BASIL M. DELASHMUTT, JR.** and **NANCY M. DELASHMUTT GRIFFIN**, also known of record as **NANCY M. DELASHMUTT, CHARLES BRYNE DELASHMUTT, BEVERLY ANN DELASHMUTT ENGLE, ABIGAIL CANNING DELASHMUTT**, and **INDIA PLEASANTS DELASHMUTT**, all being the successors to Basil M. DeLashmutt, Charles M. DeLashmutt and John E. DeLashmutt, as shown on Exhibit "A" attached hereto ("**Grantors**" and "**Owners**"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**Grantee**" and "**County**").

RECITALS:

R-1 **WHEREAS**, by virtue of instruments recorded among the land records of Arlington County, Virginia ("Land Records") in Deed Book 611 at Page 358, Deed Book 913 at Page 33, Will Book 33 at Page 228, Will Book 7 at Page 2133, and Will Book 7 at Page 2151, the Owners are the owners of that certain real property, situate and located in Arlington County, Virginia known as:

> Parcel "A" upon a plat of "Part of the Estler M. Palmer Property, formerly William H. Palmer Estate," made by Basil M. DeLashmutt, Certified Land Surveyor, dated April 28, 1947, attached to and made a part of the deed from Charles M. DeLashmutt, et al, to the County Board of Arlington County, Virginia, dated April 29, 1947, and recorded among the land records of Arlington County, Virginia, in Deed Book 773 at Page 276 (the "Property").

Box 15

R-2 **WHEREAS**, the Grantors desire to dedicate, grant and convey unto the County perpetual right and easement for the installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public sidewalk, utilities and drainage facilities on the Property, in dimensions and location that have been agreed upon by

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY.
SUITE 300
FAIRFAX, VIRGINIA 22033
A1300233.4B

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

11+1PCAT

the Grantors and the County, and labeled as "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted = 657 SQ. FT." ("Sidewalk Easement"), on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Parcel "A", Part of Former Estler M. Palmer Property, Formerly William H. Palmer Estate, D.B. 773, PG. 276, Arlington County, Virginia," prepared by Rice Associates, and approved by the Arlington County Subdivision & Bonds Administrator on December 4, 2017 (the "Plat").

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described easement.

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of Nine Thousand One Hundred Seven Dollars ($ 9,107.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors, do hereby dedicate, create, grant and convey unto the County, its successors and assigns, the Sidewalk Easement, over, under, across and through the Property, described on the Plat as "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area = 657 SQ. FT.", in the dimensions and location shown on the Plat, for the purposes of installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of present and future public sidewalks, utilities, and drainage facilities within the said Sidewalk Easement area. 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 Sidewalk Easement 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 to and from the Sidewalk Easement area, and the right to use the adjoining land of the Grantors where necessary; provided however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and/or 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 reasonable near the Sidewalk Easement; 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.

3. The Grantors reserve the right to use the Property in any manner which is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Sidewalk Easement 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 Grantors covenant that they are seized of and have the right to convey the Sidewalk Easement, and that the Grantors shall make no use of the Sidewalk Easement area which is inconsistent with the Sidewalk Easement rights hereby granted.

COVENANTS REAL

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

FREE CONSENT

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

The Grantors, as evidenced by the signatures affixed hereto, covenant that the Grantors are seized of the Property and have 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 pages*]

GRANTOR (Owner):

Basil M DeLashmutt Jr.

BASIL M. DELASHMUTT, JR.

STATE OF Maryland :

COUNTY OF Caroline : to-wit:

The foregoing instrument was acknowledged before me this 3 day of Sept, 2019 by **Basil M. DeLashmutt, Jr.**, heir at law of Basil M. DeLashmutt, Grantor.

Notary Public

My commission expires: 5/2/22

Notary Registration Number: 163193

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

GRANTOR (Owner):

NANCY M. DELASHMUTT GRIFFIN,
ALSO KNOWN OF RECORD AS
NANCY M. DELASHMUTT,
Heir at law of Basil M. DeLashmutt

STATE OF New Jersey :
COUNTY OF Monmouth : to-wit:

The foregoing instrument was acknowledged before me this 3rd day of Sept, 2019 by **Nancy M. DeLashmutt Griffin**, also known of record as **Nancy M. DeLashmutt**, heir at law of Basil M. DeLashmutt, Grantor.

Notary Public

My commission expires: JESSICA HENSON NOTARY PUBLIC OF NEW JERSEY My Commission Expires May 9, 2024
Notary Registration Number:

Project: Columbia Pike (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, VA

GRANTOR (Owner):

CHARLES BRYNE DELASHMUTT

STATE OF VIRGINIA :

COUNTY OF ARLINGTON : to-wit:

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER, 2019 by **Charles Bryne DeLashmutt**, Grantor.

Notary Public

My commission expires: AUGUST 31, 2022

Notary Registration Number: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

GRANTOR (Owner):

Beverly Ann DeLashmutt Engle
BEVERLY ANN DELASHMUTT ENGLE

STATE OF Virginia :

COUNTY OF Loudoun : to-wit:

The foregoing instrument was acknowledged before me this 3rd day of Sept., 2019 by **Beverly Ann DeLashmutt Engle**, Grantor.

Teresa G. Swartz
Notary Public

My commission expires: 12/31/2022

Notary Registration Number: 152687

Teresa G. Swartz
Notary Public
Reg #152687
Commonwealth of Virginia
My Commission Expires Dec. 31, 2022

Project: Columbia Pike (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, VA

GRANTOR (Owner):

ABIGAIL CANNING DELASHMUTT

STATE OF VIRGINIA :

COUNTY OF ARLINGTON : to-wit:

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 2019 by **Abigail Canning DeLashmutt**, Grantor.

Notary Public

My commission expires: August 31, 2022

Notary Registration Number: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

GRANTOR (Owner):

INDIA PLEASANTS DELASHMUTT

STATE OF South Carolina :

COUNTY OF Charleston : to-wit:

The foregoing instrument was acknowledged before me this 10 day of September, 2019 by **India Pleasants DeLashmutt,** Grantor.

Notary Public

My commission expires: 12/30/25

Notary Registration Number: _____

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 19 day of November, 2019, 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 16, 2019.

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, Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 19th day of November, 2019.

Notary Public: _____

My Commission expires: March 31, 2020

My Registration No.: 346474

NOTARY PUBLIC COMMONWEALTH OF VIRGINIA
TROY CORDEL HARRIS
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2020
Commission No. 346474

APPROVED AS TO FORM

_____
COUNTY ATTORNEY

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield Street
Project #: DS39 (the "Project")
RPC: 27002004
Address: 4200 Columbia Pike, Arlington, Virginia

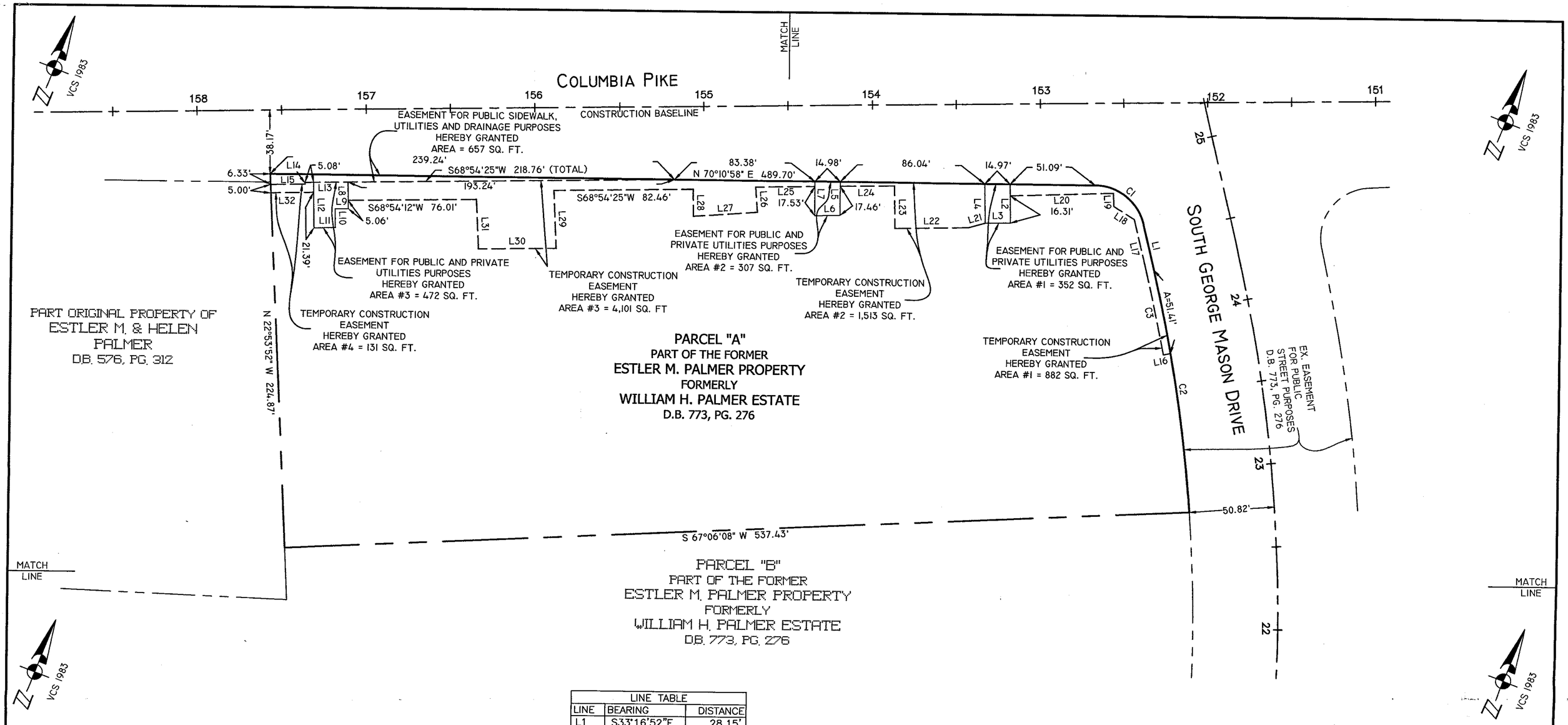
EXHIBIT A

AND BEING the same real estate conveyed to Basil M. DeLashmutt, Charles M. DeLashmutt and John E. DeLashmutt by deed dated April 20, 1943 and recorded in Deed Book 611, page 358 among the land records of Arlington County, Virginia.

Basil M. DeLashmutt died intestate, March 13, 1956, and as confirmed by List of Heirs recorded in Will Book 33, page 238, was survived by his wife, Gertrude, and her children Basil M. DeLashmutt, Jr. and Nancy M. DeLashmutt, now Nancy DeLashmutt Griffin. Gertrude DeLashmutt died June 22, 1978, extinguishing the dower life estate.

Charles M. DeLashmutt died May 4, 2000 and by his will probated in Will Book 7, page 2133, devised his interest to his children and sole heirs at law, Charles B. DeLashmutt and Beverly Ann DeLashmutt Engle, his wife Emma Byrne DeLashmutt having died November 2, 1999.

By deed dated December 30, 1949 and recorded in Deed Book 913, page 33, John E. DeLashmutt and his wife, Betty Byrne DeLashmutt, conveyed their interest to his sister, Anna K. DeLashmutt. Anna K. DeLashmutt, also known as Nancy D. Kane, died November 15, 2012, and by Article IV of her will probated August 6, 2019 in Arlington County as Instrument #201904000056 78 devised her interest to the Trustees of her Trust dated November 29, 1990. Per Certificate of Trust recorded prior hereto, Thomas H. DeLashmutt confirmed he was the sole trustee under the aforesaid trust and was authorized to convey real estate. By deed recorded prior hereto, Thomas H. DeLashmutt as Trustee, conveyed the interest of the Trust to Abigail Canning DeLashmutt and India Pleasants DeLashmutt.



EASEMENT AREA TABULATIONS

TOTAL: TEMPORARY CONSTRUCTION EASEMENTS	6,627 SQ. FT.
TOTAL: EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES	1,131 SQ. FT.
TOTAL: EASEMENT FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES	657 SQ. FT.

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	30.00'	40.07'	76°32'10"	23.67'	S 71°32'57" E	37.16'
C2	970.48'	147.27'	8°41'41"	73.78'	S 28°56'02" E	147.13'
C3	1424.00'	53.39'	2°08'53"	26.70'	N 31°58'34" W	53.38'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S33°16'52"E	28.15'
L2	S21°05'16"E	23.33'
L3	S68°54'44"W	14.97'
L4	N21°05'16"W	23.66'
L5	S20°19'18"E	20.27'
L6	S68°38'32"W	15.00'
L7	N20°17'03"W	20.67'
L8	S21°05'16"E	16.06'
L9	S68°54'44"W	7.75'
L10	S21°05'16"E	11.33'
L11	S68°54'44"W	12.67'
L12	N21°08'20"W	27.39'
L13	N68°54'25"E	20.44'
L14	S21°05'35"E	1.00'
L15	S68°54'25"W	20.23'
L16	S58°53'25"W	4.40'
L17	N33°32'24"W	30.12'
L18	N78°03'30"W	14.46'
L19	N23°05'06"W	7.93'
L20	S67°55'12"W	61.90'
L21	S54°27'20"W	10.32'
L22	S68°36'42"W	43.68'
L23	N21°18'19"W	25.57'
L24	S68°54'29"W	32.29'
L25	S68°54'25"W	34.98'
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L28	N21°12'23"W	16.19'
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L31	N22°51'10"W	29.88'
L32	S68°54'25"W	25.15'

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): CHARLES M. DELASHMUTT, ET AL - WILL BOOK 33 PAGE 228, DEED BOOK 913 PAGE 33.
6. PROPERTY ADDRESS: 4200 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 73-10 AND 73-14 AS REAL PROPERTY CODE (RPC) NUMBER 27002004.

COMMONWEALTH OF VIRGINIA
WILLIAM C. LIPPY, JR
Lic. No. 2887
11-22-17
LAND SURVEYOR

GRAPHIC SCALE
40 0 40
SCALE: 1" = 40'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 12-1-2017
PLAT EXAMINER

APPROVED: 12-4-2017
SUBDIVISION AND BONDS ADMINISTRATOR

PLAT SHOWING
VARIOUS EASEMENTS ON

PARCEL "A"
PART OF THE FORMER
ESTLER M. PALMER PROPERTY
FORMERLY
WILLIAM H. PALMER ESTATE

D. B. 773, PG. 276
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 40'	DRAWN BY: KLT	CHECKED BY:WL	DATE : 7-18-16
REVISED: 11-17-2017			
CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27002004-61 REVISED.DWG			

RICE ASSOCIATES
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•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

20200100010299
05/13/2020 01:28:04 PM 1/19
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 EASEMENT

This Deed Of Utilities Easement ("Deed") is made this 15th day of April, 2020, by **ANNE M. SHEALS, TRUSTEE UNDER THE SHEALS LIVING TRUST, DATED DECEMBER 12, 2001, ROBERT A. SHEALS, LINDA L. SMITH, RALPH V. SHEALS, JUDITH L. COPANS, BMS-D&S II ASSOCIATES, LLC,** a Virginia limited liability company, and **SDG AND PAG, LLC,** a Virginia limited liability company, collectively, **Grantor**, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**"), **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**Dominion**"), **VERIZON VIRGINIA, LLC** , a Virginia limited liability company ("**Verizon**") (County, Dominion, and Verizon, each individually, "**Grantee**", and collectively, "**Grantees**"), hereby recites and provides:

RECITALS:

R-1 WHEREAS, by virtue of instruments recorded in Deed Book 2963, at Page 340, Deed Book 3244, at Page 951, Deed Book 4224, at Page 1491 and Deed Book 4452, at Page 2759, 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:

> Portions of Lots 6 and 7, Block O, East Barcroft, as said subdivision appears duly platted, dedicated and recorded among the land records of Arlington County, Virginia in Deed Book 123, page 213, and more particularly described as follows:
>
> Beginning at a point in the easterly line of South George Mason Drive, said point being the P.C. of a curve to the right, and also being North 35° 05' 46" West 40.80 feet from a point where the easterly line of said South

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

18+1 plat

George Mason Drive intersects the northerly line of Columbia Pike as shown on a plat recorded in Deed Book 1150, Page 484 of the Arlington County, Virginia land records, (George Mason Drive being designated as Parcel A on said plat); thence running through Lot 6, Block O, East Barcroft with the easterly line of said South George Mason Drive 33.30 feet along the arc of aforementioned curve to the right which has a radius of 563.79 feet and a chord which bears North 33° 24' 14" West 33.30 feet to a point; thence departing from said line of South George Mason Drive and continuing through Lot 6, North 54° 54' 14" East 75.00 feet to a point; thence continuing through said Lot 6 and also running through Lot 7, South 77° 11' 33" East 81.50 feet to a point; thence continuing through Lot 7 South 19° 47' 50" East 97.50 feet to a point in the new northerly line of Columbia Pike; thence running with said line of Columbia Pike South 74° 46' 15" West 97.49 feet to the P.C. of a curve to the right; thence departing from said line of Columbia Pike and running 24.48 feet along the arc of said curve which has a radius of 20.00 feet and a chord which bears North 70° 09' 46" West 22.98 feet to a point in the easterly line of aforementioned South George Mason Drive extended; thence running with said easterly line of South George Mason Drive North 35° 05' 46" West 69.29 feet to the point of beginning, containing 15,281 square feet of land, more or less ("Property").

R-2 WHEREAS, Grantor desires to grant and convey unto the Grantee certain perpetual rights and easements on, over, under and across the Property for its public utilities and private utilities, and related utility facilities, in dimensions and locations that have been agreed upon by Grantor, and labeled as "Easement for Public and Private Utilities Purposes Hereby Granted Area = 1,109 Sq. Ft." (the "**Right of Way**") on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Part of Lots 6 and 7 Block O East Barcroft D.B. 123, Pg. 213 Arlington, Virginia," dated September 5, 2017, and last revised March 22, 2018, prepared by Rice Associates, and approved by the Arlington County Department of Environmental Services Division of Transportation on April 24, 2018 (the "**Plat**"), which Plat is attached hereto and made a part hereof.

EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES

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

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

a. **For County**. County shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove duct banks for Dominion and Verizon lines.

b. **For Dominion.** Dominion shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove underground lines and one (1) above-ground pole for the purpose of transmitting and distributing electricity and internal communications related thereto, including but not limited to all wires, cables, conduits, duct banks, manholes, handholes, connection boxes, and all equipment, accessories, and appurtenances desirable in connection therewith (collectively, the "**Utility Facilities**"), provided that all transformers, equipment and other devices shall be either installed underground or pole-mounted.

c. **For Verizon**. Verizon shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter and remove underground lines, and to the extent coordinated with and permitted by Dominion, use the one (1) above-ground pole referenced in the foregoing paragraph b. for the purpose of providing communications services, including, but not limited to, telephone, cable television, video, data and high speed internet services, as Verizon may, in its reasonable discretion, from time to time require within the Right-of-Way, provided that all terminals, equipment, cabinets and other devices shall be either installed underground or pole-mounted.

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 bank in which Dominion and Verizon will each install their own respective Utility Facilities. Upon the completion of the initial installation of the Utility Facilities, Dominion and Verizon will each accept ownership and maintenance responsibilities for the duct banks, or portions thereof, in which their respective Utility Facilities have been installed. No charges, other than any compensation paid as consideration for the Easements, shall be made to Grantees for the use of the Property for the Easements granted herein.

2. Subject to the limitations set forth in the foregoing grant of the Easements, Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove the 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 Grantees deem advisable with respect to its Utility Facilities, without the prior consent of the Grantor. Notwithstanding the foregoing, Grantees shall at all times maintain

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

access to at least half of the existing entrance apron to Columbia Pike, which is shared with the adjoining property at 4103 Columbia Pike, or some other similar access to the Property and the adjoining property, and each Grantee shall repair or replace the existing entrance apron, if needed, following any work by such Grantee within the Right-of-Way.

3. Grantees shall have full and free use of the Right-of-Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Easements, including the right of reasonable access to and from the Right-of-Way, and the right to use immediately adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during periods of actual installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, and further, this right shall not be construed to allow 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, and repaving and striping of travel lanes and parking areas within the area of the Easements.

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

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

other above-ground obstruction or to change the existing ground elevation, or to impound any water, on the Right-of-Way.

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

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

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

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

The Easements granted hereby are limited to the Right of Way identified above and shown on the Plat, and do not include the easements shown on the Plat and identified as "Temporary Construction Easement Hereby Granted Area = 164 sq. ft.", "Temporary Construction Easement Hereby Granted Area = 397 sq. ft.", or Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area = 90 sq. ft."

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

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

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

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

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

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTORS:

THE SHEALS LIVING TRUST, DATED DECEMBER 12, 2001

By: _____
ANNE M. SHEALS, TRUSTEE

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

The foregoing Deed of Utilities Easement was acknowledged before me this 3 day of September, 2019, by **Anne M. Sheals, Trustee Under the Sheals Living Trust, dated December 12, 2001.**

_____
Notary Public

JEANETTE E CRUZ
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JAN. 31, 2021
COMMISSION # 7754186

My commission expires: 01/31/2021

Notary registration number: 7754186

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

ROBERT A. SHEALS

STATE OF Arizona,
CITY/COUNTY OF Yavapai, to wit:

The foregoing Deed of Utilities Easement was acknowledged before me this 8th day of October, 2019, by **Robert A. Sheals**.

Notary Public

Dayna Armijo - Notary Public
Yavapai County, Arizona
My Comm. Expires 04-16-2023
Commission No. 565878

My commission expires: 04/16/23

Notary registration number:
565878

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

LINDA L. SMITH

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

The foregoing Deed of Utilities Easement was acknowledged before me this 04 day of September, 2019, by **Linda L. Smith**.

Notary Public

My commission expires: 06/30/2022

Notary registration number: 7776495

OSCAR DAVID GARCILAZO MONDRAGON
NOTARY PUBLIC
REG. #7776495
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2022

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

RALPH V. SHEALS

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

The foregoing Deed of Utilities Easement was acknowledged before me this 29 day of August, 2019, by **Ralph V. Sheals**.

Notary Public

My commission expires: 9/30/2022

Notary registration number: 7796025

JOHN SCOTT TIMUS
NOTARY PUBLIC #7796025
Commonwealth of Virginia
My Commission Expires on:
September 30, 2022

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

JUDITH L. COPANS

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

The foregoing Deed of Utilities Easement was acknowledged before me this 4 day of September, 2019, by **Judith L. Copans**.

Notary Public

GRANT MENDOZA
NOTARY PUBLIC
REG #
7798085
COMMISSION
EXPIRES
07/31/2022
COMMONWEALTH OF VIRGINIA

My commission expires: 07/31/2022

Notary registration number: 7796065

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

BMS – D & S II ASSOCIATES, LLC,
a Virginia limited liability company

By: AGS MANAGEMENT, LLC,
a Virginia limited liability company,
Manager

By: _____
Leslie S. Ariail, Class B Member Manager

By: _____
Guy M. Gravett, Class C Member Manager

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

By: PEETE BROTHERS MANAGEMENT, LLC,
a Virginia limited liability company,
Manager

By: _____
Edward C. Peete, Class A Manager

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

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

COMMONWEALTH OF VIRGINIA,
COUNTY OF ARLINGTON, to wit:

The foregoing Deed of Utilities Easement was acknowledged before me this 3rd day of September, 2019, by Leslie S. Ariail, Guy M. Gravett and Benjamin M. Smith, Jr., the Member Managers of AGS Management, LLC, the Manager of **BMS – D & S II Associates, LLC**, a Virginia limited liability company, on behalf of the limited liability company.

Neil Winsten
Notary Public

My commission expires: 12/31/2019

Notary registration number: 131081

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
131081
My Commission Expires Dec 31, 2019

COMMONWEALTH OF VIRGINIA,
COUNTY OF ARLINGTON, to wit:

The foregoing Deed of Utilities Easement was acknowledged before me this 3rd day of September, 2019, by Edward C. Peete and David D. Peete, Jr., the Managers of Peete Brothers Management, LLC, the Manager of **BMS – D & S II Associates, LLC**, a Virginia limited liability company, on behalf of the limited liability company.

Neil Winsten
Notary Public

My commission expires: 12/31/2019

Notary registration number: 131081

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
131081
My Commission Expires Dec 31, 2019

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

SDB and PAG, LLC,
a Virginia limited liability company

By: _____
Shirley D. Blunk, Trustee of the
Dye Family Trust, Member

By: _____
Paula Ann Gossett, Trustee of the
Dye Family Trust, Member

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

The foregoing Deed of Utilities Easement was acknowledged before me this 19th day of September, 2019, by Shirley D. Blunk, Trustee of the Dye Family Trust, Member of **SDB and PAG, LLC**, a Virginia limited liability company.

_____
Notary Public

My commission expires: May 31, 2023

Notary registration number: 7505331

APRIL LAIN-SHOW WU
NOTARY PUBLIC
REG. #7505331
MY COMMISSION EXPIRES
05/31/2023
COMMONWEALTH OF VIRGINIA

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

The foregoing Deed of Utilities Easement was acknowledged before me this ____ day of _____, 2019, by Paula A. Gossett, Trustee of the Dye Family Trust, Member of **SDB and PAG, LLC**, a Virginia limited liability company.

_____
Notary Public

My commission expires: _____

Notary registration number: _____

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

SDB and PAG, LLC,
a Virginia limited liability company

By: _____
Shirley D. Blunk, Trustee of the
Dye Family Trust, Member

By: _____
Paula Ann Gossett, Trustee of the
Dye Family Trust, Member

Paula Ann Gossett, Trustee of the Dye Family Trust

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

The foregoing Deed of Utilities Easement was acknowledged before me this ____ day of _____, 2019, by Shirley D. Blunk, Trustee of the Dye Family Trust, Member of **SDB and PAG, LLC**, a Virginia limited liability company.

_____
Notary Public

My commission expires: _____

Notary registration number: _____

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

The foregoing Deed of Utilities Easement was acknowledged before me this 6 day of September, 2019, by Paula A. Gossett, Trustee of the Dye Family Trust, Member of **SDB and PAG, LLC**, a Virginia limited liability company.

Davon A Hamm
Notary Public

DAVON ANNETTE HAMM
NOTARY PUBLIC
REG. #7732039
MY COMMISSION EXPIRES
8/31/2021
COMMONWEALTH OF VIRGINIA

My commission expires: 8/31/2021

Notary registration number: 7732039

415

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia

By: Sean G. Stevens

Name: SEAN G. STEVENS

Title: AUTHORIZED REPRESENTATIVE

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

The foregoing instrument was acknowledged before me this 25th day of October, 2019 by Sean G. Stevens on behalf of **VIRGINIA ELECTRIC AND POWER COMPANY** a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia.

Dawn Lynn Rollf
Notary Public

My commission expires: August 31, 2020

Notary Registration Number: 7052527

DAWN LYNN ROLLF NOTARY PUBLIC MY COMMISSION NUMBER 7052527 COMMONWEALTH OF VIRGINIA

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
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VERIZON VIRGINIA, LLC, a Virginia limited liability company:

By: Antonio T Ashby

Name: Antonio T Ashby

Title: Local Manager

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

The foregoing instrument was acknowledged before me this 22nd day of JANUARY, 2020 by ANTONIO ASHBY on behalf of **VERIZON VIRGINIA, LLC,** a Virginia limited liability company.

Notary Public

My commission expires: 8/31/2023
Notary Registration Number: 7631920

MARK A. ZENONE
COMMONWEALTH
REGISTRATION NO.
7631920
MY COMM. EXPIRES
08/31/2023
OF VIRGINIA
NOTARY PUBLIC

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
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Address: 4211 Columbia Pike, Arlington, Virginia

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easements herein conveyed are accepted this 15th day of April, 2020 on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on March 21, 2020.

By: _____

Title: Acting Real Estate Bureau Chief

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

The foregoing instrument was acknowledged before me this 15th day of April, 2020, by Timothy O'Hora, Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires: 01/31/2023

Notary Registration No.: 7502397

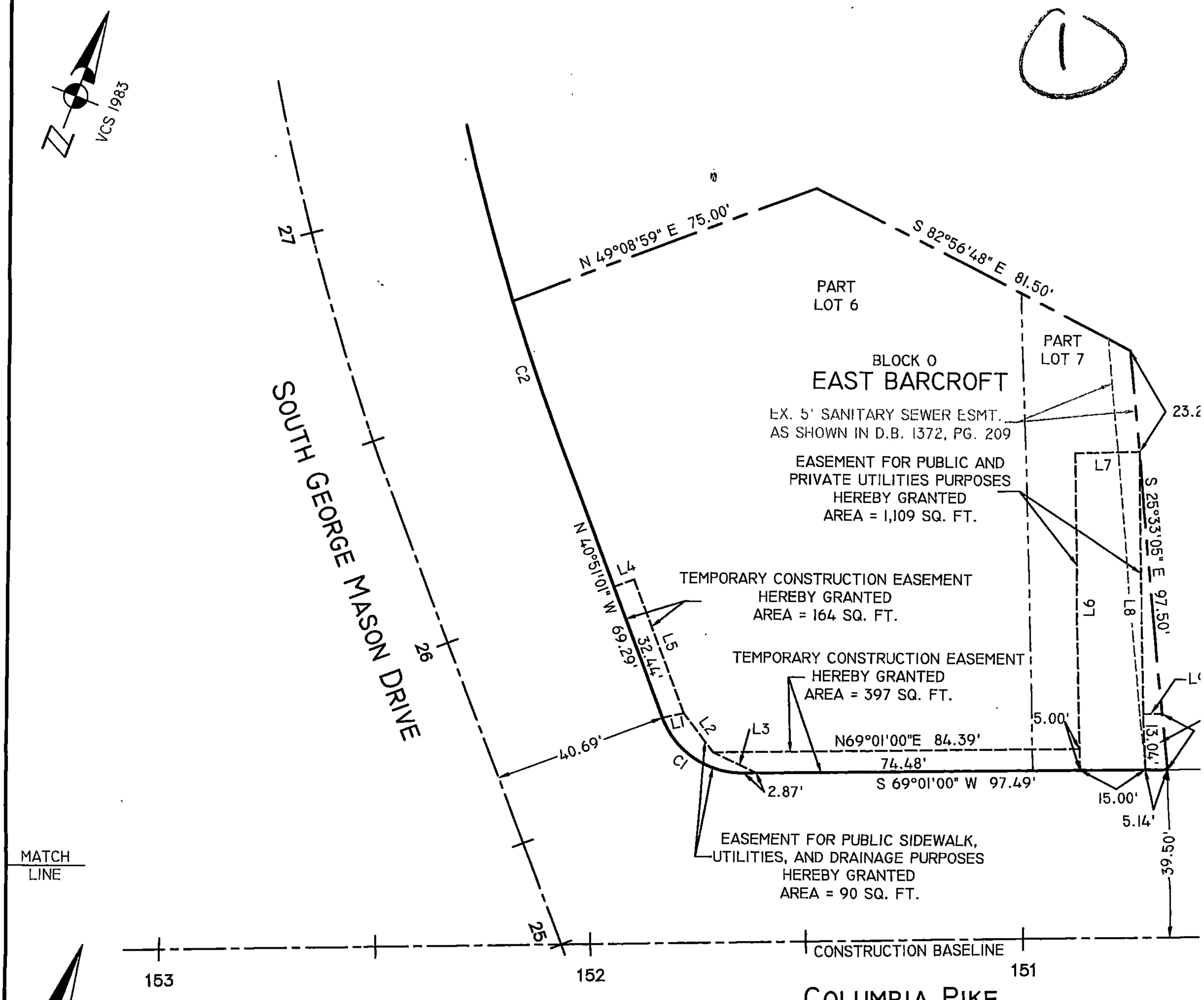
DANIELLE C. RUIZ
NOTARY PUBLIC
REG. #7502397
MY COMMISSION EXPIRES
1/31/2023
COMMONWEALTH OF VIRGINIA

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

7/16

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia



CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	20.00'	24.48'	70°07'58"	14.04'	N 75°55'01" W	22.98'
C2	563.79'	33.31'	3°23'06"	16.66'	N 39°09'28" W	33.30'

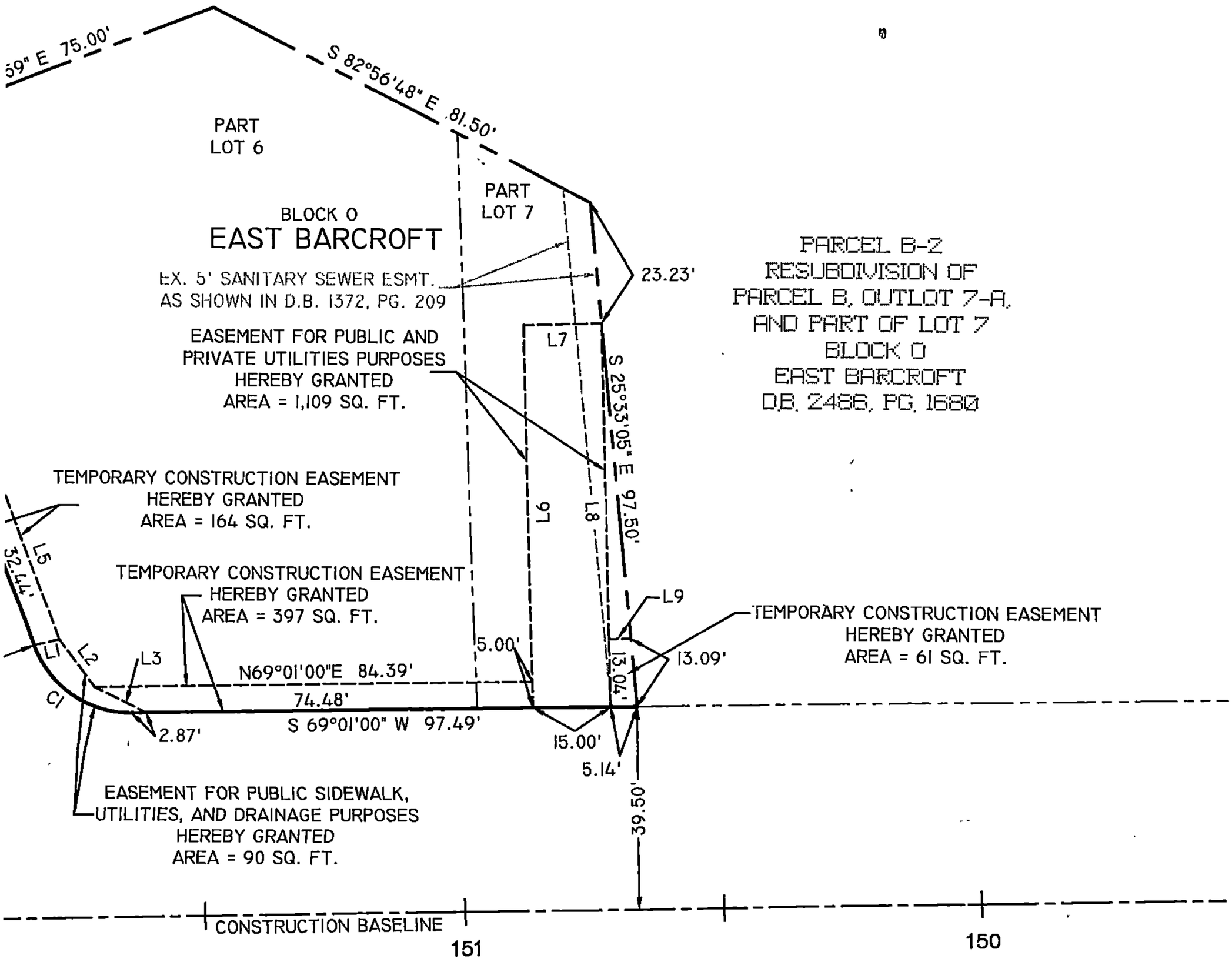
LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N57°15'01"E	5.07'
L2	S57°08'49"E	11.44'
L3	S84°20'49"E	11.15'
L4	N49°33'54"E	5.00'
L5	S40°52'47"E	33.12'
L6	N21°34'59"W	73.89'
L7	N68°25'17"E	15.00'
L8	S21°34'59"E	74.04'
L9	N68°54'25"E	4.23'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 4-13-2018	APPROVED: 4-24-2018
Bruce Woodhams	
PLAT EXAMINER	SUBDIVISION AND BONDS ADMINISTRATOR

MATCH LINE

(2)



PARCEL B-2
RESUBDIVISION OF
PARCEL B, OUTLOT 7-A,
AND PART OF LOT 7
BLOCK O
EAST BARCROFT
D.B. 2486, PG. 1680

NOTE

1. T L N
2. N R
3. S S
4. T 19
5. PI A
6. PI
7. T C PF

TOTAL

TOTAL

TOTAL

LE		
NGENT	CHORD BEARING	CHORD LENGTH
.04'	N 75°55'01" W	22.98'
.66'	N 39°09'28" W	33.30'

E	
	DISTANCE
	5.07'
	11.44'
	11.15'
	5.00'
	33.12'
	73.89'
	15.00'
	74.04'
	4.23'

OF ENVIRONMENTAL SERVICES
NSPORTATION

PPROVED: 4-24-2018

JBDIVISION AND BONDS ADMINISTRATOR

MATCH LINE

GRAPHIC SCALE

0 25 5

SCALE: 1" = 25'

(3)

VCS 1983

ARCEL B-2
JBDIVISION OF
_ B, OUTLOT 7-A,
'ART OF LOT 7
BLOCK O
:T BARCROFT
2486, PG. 1680

RARY CONSTRUCTION EASEMENT
HEREBY GRANTED
AREA = 61 SQ. FT.

150

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): SDB AND PAG, LLC - DEED BOOK 4452, PAGE 2759 AND BMS-D&S II ASSOCIATES, LLC, DEED BOOK 4224, PAGE 1491.
6. PROPERTY ADDRESS: 4211 COLUMBIA PIKE.
7. THE PROPERTIES DELINEATED HEREON APPEAR ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 73-10 AS REAL PROPERTY CODE (RPC) NUMBER: 23033001.

EASEMENT AREA TABULATIONS

TOTAL EASEMENT FOR TEMPORARY CONSTRUCTION	622 SQ. FT.
TOTAL EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES	1,109 SQ. FT.
TOTAL EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES	90 SQ. FT.

MATCH LINE

COMMONWEALTH OF VIRGINIA
WILLIAM C. LIPPY, JR
Lic. No. 2887
3-27-19
LAND SURVEYOR

VCS 1983

GRAPHIC SCALE

0 25 50

SCALE: 1" = 25'

PLAT SHOWING
VARIOUS EASEMENTS
ON
PART OF LOTS 6 AND 7
BLOCK O

EAST BARCROFT

D. B. 123, PG. 213
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY:KLT	CHECKED BY: LS	DATE : 09/5/17
REVISED 03/22/18			
CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-23033001-108-REVISED			

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

20200100010300
05/13/2020 01:43:37 PM 1/18
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

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

DEED OF EASEMENTS AND DEED OF TEMPORARY CONSTRUCTION EASEMENTS

This DEED OF EASEMENTS and DEED OF TEMPORARY CONSTRUCTION EASEMENT ("Deed") is made this 15th day of April, 2020, by **ANNE M. SHEALS, TRUSTEE UNDER THE SHEALS LIVING TRUST, DATED DECEMBER 12, 2001**, **ROBERT A. SHEALS, LINDA L. SMITH, RALPH V. SHEALS, JUDITH L. COPANS, BMS-D&S II ASSOCIATES, LLC,** a Virginia limited liability company, and **SDG AND PAG, LLC,** a Virginia limited liability company, collectively, **Grantors**, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** ("County"), a body corporate and politic, **Grantee**.

RECITALS

R-1 WHEREAS, by virtue of instruments recorded in Deed Book 2963, at Page 340, Deed Book 3244, at Page 951, Deed Book 4224, at Page 1491 and Deed Book 4452, at Page 2759, 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:

> Portions of Lots 6 and 7, Block O, East Barcroft, as said subdivision appears duly platted, dedicated and recorded among the land records of Arlington County, Virginia in Deed Book 123, page 213, and more particularly described as follows:
>
> Beginning at a point in the easterly line of South George Mason Drive, said point being the P.C. of a curve to the right, and also being North 35° 05' 46" West 40.80 feet from a point where the easterly line of said South George Mason Drive intersects the northerly line of Columbia Pike as shown on a plat recorded in Deed Book 1150, Page 484 of the Arlington County, Virginia land records, (George Mason Drive being designated as Parcel A on said plat); thence running through Lot 6, Block O, East

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

V1

17+1 Plat

Barcroft with the easterly line of said South George Mason Drive 33.30 feet along the arc of aforementioned curve to the right which has a radius of 563.79 feet and a chord which bears North 33° 24' 14" West 33.30 feet to a point; thence departing from said line of South George Mason Drive and continuing through Lot 6, North 54° 54' 14" East 75.00 feet to a point; thence continuing through said Lot 6 and also running through Lot 7, South 77° 11' 33" East 81.50 feet to a point; thence continuing through Lot 7 South 19° 47' 50" East 97.50 feet to a point in the new northerly line of Columbia Pike; thence running with said line of Columbia Pike South 74° 46' 15" West 97.49 feet to the P.C. of a curve to the right; thence departing from said line of Columbia Pike and running 24.48 feet along the arc of said curve which has a radius of 20.00 feet and a chord which bears North 70° 09' 46" West 22.98 feet to a point in the easterly line of aforementioned South George Mason Drive extended; thence running with said easterly line of South George Mason Drive North 35° 05' 46" West 69.29 feet to the point of beginning, containing 15,281 square feet of land, more or less ("Property").

R-2 WHEREAS, it is the desire of the Grantors, to grant and convey to the County: 1) an easement for public sidewalk, utilities, and drainage purposes totaling 90 square feet ("Sidewalk Easement"); and 2) three temporary construction easements in the amounts of 164 Sq. Ft., 397 Sq. Ft. and 61 Sq. Ft. ("Temporary Construction Easements"); all as hereinafter set forth and shown on a plat entitled "Plat Showing Various Easements on Part of Lots 6 and 7 Block O East Barcroft D. B. 123, Pg. 213, Arlington County, Virginia," prepared by Rice Associates, dated September 5, 2017 and last revised March 22, 2018 and approved by the Arlington County Department of Environmental Services Division of Transportation on April 24, 2018 (the "Plat"), which Plat is attached hereto and made a part hereof.

EASMENT FOR PUBLIC SIDEWALK, UTILITIES,
AND DRAINAGE PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, and Drainage Purposes described on the Plat as "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area = 90 SQ.FT.," in the location and dimension shown on the Plat ("Sidewalk Easement"), over, under, across and through the Property, for the purposes of construction, location, maintenance, removal, repair, reconstruction, replacement and relocation of present or future public sidewalks, utilities, and drainage facilities within the said Sidewalk Easement. 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 Sidewalk Easement 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 to and from the Sidewalk Easement area, and the right to use the immediately adjoining land of the Grantors where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.
2. The County shall have the right, but not the obligation to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Sidewalk Easement; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement

of shrubbery and the reseeding or resodding of lawns, and the repaving and restriping of disturbed parking areas, but not the replacement of structures, trees or obstructions.

3. The Grantors reserve the right to use the Property in any manner which is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Sidewalk Easement for the purposes named.
4. All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. The Grantee shall have all rights and privileges reasonably necessary for the use of the Sidewalk Easement.
5. The Grantors covenant that they are seized of and has the right to convey the Sidewalk Easement, and that the Grantors shall make no use of the Sidewalk Easement area which is inconsistent with the Sidewalk Easement rights hereby granted.

EASEMENTS FOR TEMPORARY CONSTRUCTION PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the County, its successors and assigns, Easements for Temporary Construction Purposes ("Temporary Construction Easements"), in the location and dimension shown and designated as: 1) "Temporary Construction Easement Hereby Granted Area = 164 Sq. Ft.;" 2) Temporary Construction Easement Hereby Granted Area = 397 Sq. Ft.;" and 3) Temporary Construction Easement Hereby Granted Area = 61 Sq. Ft.," on the Plat, for use by the County for the surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair of public street, sidewalk, transit station, transit facilities, utilities and drainage facilities, including accessories and appurtenances thereto (collectively, "Facilities"), within the Temporary

Construction Easements areas. The Temporary Construction Easements are subject to the following terms and conditions:

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

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easements being conveyed, deemed by it to interfere with the proper and efficient construction of the facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and, if necessary, the repaving and restriping of disturbed parking areas, as determined by the County in its reasonable discretion, but not the replacement of structures, trees or other obstructions.

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

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

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

The Easements granted hereby are limited to the Sidewalk Easement and the Temporary Construction Easements identified above and shown on the Plat, and do not include the easement shown on the Plat and identified as "Easement for Public and Private Utilities Purposes Hereby Granted Area = 1,109 Sq. Ft."

COVENANTS REAL

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

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantors and is in accordance with the statutes of Virginia and the ordinances in force in Arlington County, and is approved by the proper authorities as is

evidenced by their endorsements on this Deed and said Plat attached hereto and made a part hereof.

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

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

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

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

The Recitals are incorporated into this Deed.

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

GRANTORS:

THE SHEALS LIVING TRUST, DATED DECEMBER 12, 2001

By: _____
ANNE M. SHEALS, TRUSTEE

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

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this 3 day of September, 2019, by **Anne M. Sheals, Trustee Under the Sheals Living Trust, dated December 12, 2001**.

_____
Notary Public

JEANETTE E CRUZ
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JAN. 31, 2021
COMMISSION # 7754186

My commission expires: 01/31/2021

Notary registration number: 7754186

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia V1

ROBERT A. SHEALS

STATE OF Arizona,
CITY/COUNTY OF Yavapai, to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this 28 day of August, 2019, by **Robert A. Sheals**.

Notary Public

My commission expires: 04/02/2019

Notary registration number: 562842

Judy L Gonzales - Notary Public
Yavapai County, Arizona
My Comm. Expires 04-02-2023
Commission No. 562842

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

LINDA L. SMITH

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

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this 04 day of September, 2019, by **Linda L. Smith**.

Notary Public

My commission expires: 06/30/2022

Notary registration number: 7776495

OSCAR DAVID GARCILAZO MONDRAGON
NOTARY PUBLIC
REG. #7776495
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2022

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

Ralph V. Sheals

RALPH V. SHEALS

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

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this 29 day of August, 2019, by **Ralph V. Sheals**.

Notary Public

My commission expires: 9/30/2022

Notary registration number: 7796025

JOHN SCOTT TIMUS
NOTARY PUBLIC #7796025
Commonwealth of Virginia
My Commission Expires on:
September 30, 2022

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

JUDITH L. COPANS

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

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this 4 day of September, 2019, by **Judith L. Copans**.

Notary Public

My commission expires: 07/31/2022

Notary registration number: 7796065

GRANT MENDOZA
NOTARY PUBLIC
REG # 7798085
COMMISSION EXPIRES 07/31/2022
COMMONWEALTH OF VIRGINIA

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

BMS – D & S II ASSOCIATES, LLC,
a Virginia limited liability company

By: AGS MANAGEMENT, LLC,
a Virginia limited liability company,
Manager

By: _____
Leslie S. Ariail, Class B Member Manager

By: _____
Guy M. Gravett, Class C Member Manager

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

By: PEETE BROTHERS MANAGEMENT, LLC,
a Virginia limited liability company,
Manager

By: _____
Edward C. Peete, Class A Manager

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

COMMONWEALTH OF VIRGINIA,
COUNTY OF ARLINGTON, to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this 3rd day of September, 2019, by Leslie S. Ariail, Guy M. Gravett and Benjamin M. Smith, Jr., the Member Managers of AGS Management, LLC, the Manager of **BMS – D & S II Associates, LLC**, a Virginia limited liability company, on behalf of the limited liability company.

Neil Winsten
Notary Public

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
131081
My Commission Expires Dec 31, 2019

My commission expires: 12/31/2019

Notary registration number: 131081

COMMONWEALTH OF VIRGINIA,
COUNTY OF ARLINGTON, to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this 3rd day of September, 2019, by Edward C. Peete and David D. Peete, Jr., the Managers of Peete Brothers Management, LLC, the Manager of **BMS – D & S II Associates, LLC**, a Virginia limited liability company, on behalf of the limited liability company.

Neil Winsten
Notary Public

My commission expires: 12/31/2019

Notary registration number: 131081

NEIL WINSTEN
Notary Public
Commonwealth of Virginia
131081
My Commission Expires Dec 31, 2019

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

SDB and PAG, LLC,
a Virginia limited liability company

By: _____
Shirley D. Blunk, Trustee of the
Dye Family Trust, Member

By: _____
Paula Ann Gossett, Trustee of the
Dye Family Trust, Member

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

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this 10th day of September, 2019, by Shirley D. Blunk, Trustee of the Dye Family Trust, Member of **SDB and PAG, LLC**, a Virginia limited liability company.

_____
Notary Public

My commission expires: May 31, 2023
Notary registration number: 7505331

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

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this ____ day of _____, 2019, by Paula A. Gossett, Trustee of the Dye Family Trust, Member of **SDB and PAG, LLC**, a Virginia limited liability company.

_____
Notary Public

My commission expires: _____

Notary registration number: _____

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

SDB and PAG, LLC,
a Virginia limited liability company

By: _____
Shirley D. Blunk, Trustee of the
Dye Family Trust, Member

By: Paula Ann Gossett, Trustee for the Dye Family Trust
Paula Ann Gossett, Trustee of the
Dye Family Trust, Member

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

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this ____ day of _____, 2019, by Shirley D. Blunk, Trustee of the Dye Family Trust, Member of **SDB and PAG, LLC**, a Virginia limited liability company.

_____
Notary Public

My commission expires: _____
Notary registration number: _____

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

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me this 10 day of September, 2019, by Paula A. Gossett, Trustee of the Dye Family Trust, Member of **SDB and PAG, LLC**, a Virginia limited liability company.

Davon A Hamm
Notary Public

My commission expires: 8/31/2021
Notary registration number: 7732039

DAVON ANNETTE HAMM
NOTARY PUBLIC
REG. #7732039
MY COMMISSION EXPIRES
8/31/2021
COMMONWEALTH OF VIRGINIA

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 15th day of April, 2020, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on March 21, 2020.

By: _____

Name: Timothy D. O'Hora

Title: Acting Real Estate Bureau Chief

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Timothy O'Hora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 15th day of April, 2020.

Notary Public: _____

My Commission expires: 01/31/2023

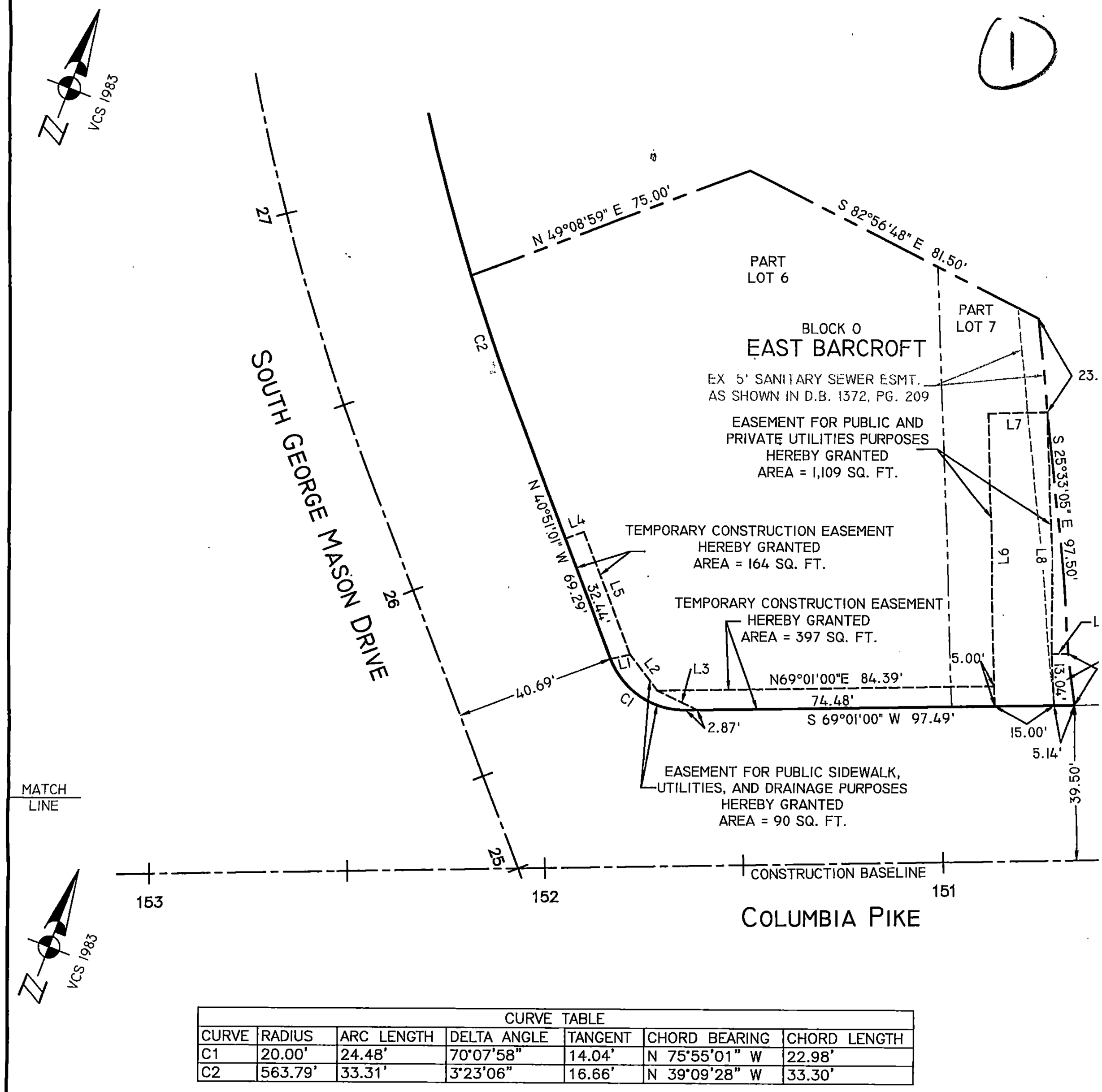
My Registration No.: 7502397

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

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike from South Courthouse Road to South Garfield Street - Project # DS39 (the "Project")
RPC: 23-033-001
Address: 4211 Columbia Pike, Arlington, Virginia



CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	20.00'	24.48'	70°07'58"	14.04'	N 75°55'01" W	22.98'
C2	563.79'	33.31'	3°23'06"	16.66'	N 39°09'28" W	33.30'

LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N57°15'01"E	5.07'
L2	S57°08'49"E	11.44'
L3	S84°20'49"E	11.15'
L4	N49°33'54"E	5.00'
L5	S40°52'47"E	33.12'
L6	N21°34'59"W	73.89'
L7	N68°25'17"E	15.00'
L8	S21°34'59"E	74.04'
L9	N68°54'25"E	4.23'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 4-13-2018

Bruce Woodhams

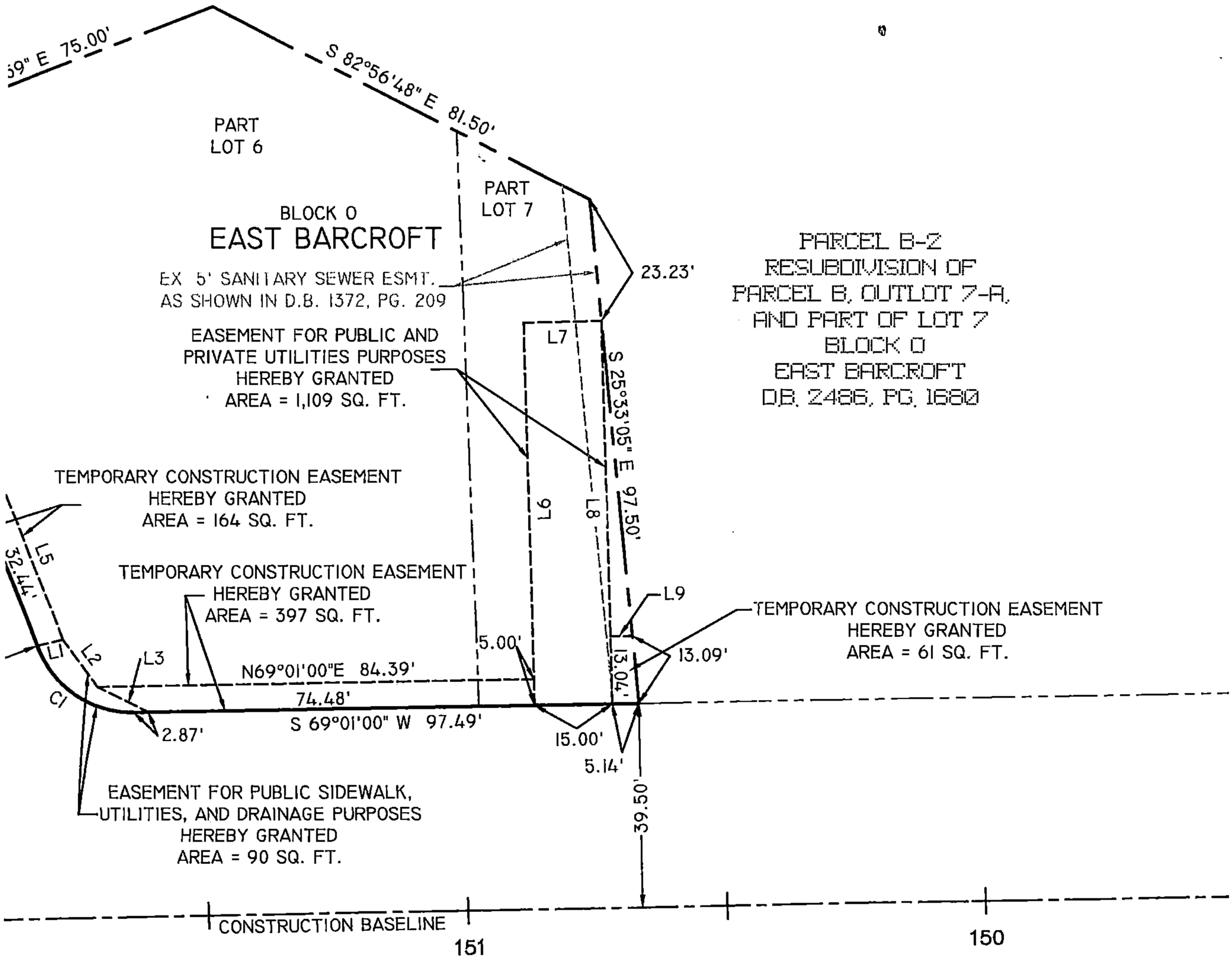
PLAT EXAMINER.

APPROVED: 4-24-2018

SUBDIVISION AND BONDS ADMINISTRATOR

MATCH LINE

(2)



NOTE

1. T L N
2. N R
3. S S
4. T 19
5. P A
6. P
7. T C PI

BLE		
NGENT	CHORD BEARING	CHORD LENGTH
4.04'	N 75°55'01" W	22.98'
3.66'	N 39°09'28" W	33.30'

E	
	DISTANCE
	5.07'
	11.44'
	11.15'
	5.00'
	33.12'
	73.89'
	15.00'
	74.04'
	4.23'

TOTAL

TOTAL

TOTAL

OF ENVIRONMENTAL SERVICES
NSPORTATION

APPROVED: 4-24-2018

SUBDIVISION AND BONDS ADMINISTRATOR

GRAPHIC SCALE

0 25

SCALE: 1" = 25'

MATCH LINE

(3)

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): SDB AND PAG, LLC - DEED BOOK 4452, PAGE 2759 AND BMS-D&S II ASSOCIATES, LLC, DEED BOOK 4224, PAGE 1491.
6. PROPERTY ADDRESS: 4211 COLUMBIA PIKE.
7. THE PROPERTIES DELINEATED HEREON APPEAR ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 73-10 AS REAL PROPERTY CODE (RPC) NUMBER: 23033001.

ARCEL B-2
JBDIVISION OF
_ B, OUTLOT 7-A,
PART OF LOT 7
BLOCK O
ST BARCROFT
2486, PG. 1880

RARY CONSTRUCTION EASEMENT
HEREBY GRANTED
AREA = 61 SQ. FT.

150

EASEMENT AREA TABULATIONS

TOTAL EASEMENT FOR TEMPORARY CONSTRUCTION	622 SQ. FT.
TOTAL EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES	1,109 SQ. FT.
TOTAL EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES	90 SQ. FT.

MATCH LINE

COMMONWEALTH OF VIRGINIA
WILLIAM C. LIPPY, JR
Lic. No. 2887
3-27-18
LAND SURVEYOR

GRAPHIC SCALE
0 25 50
SCALE: 1" = 25'

PLAT SHOWING
VARIOUS EASEMENTS
ON
PART OF LOTS 6 AND 7
BLOCK O
EAST BARCROFT
D. B. 123, PG. 213
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY:KLT	CHECKED BY: LS	DATE : 09/5/17
REVISED 03/22/18			
CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-23033001-108-REVISED			

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

20200100014580
06/25/2020 10:36:00 AM 1/8
Doc Type: LRRESUB;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$67.00

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

RPC NO.: 27-002-003

DEED OF RESUBDIVISION, VACATION, REDEDICATION, AND EASEMENTS

This Deed of Resubdivision, Vacation, Rededication, and Easements (the "Deed") is made this 17th day of June, 2020, by and between **BEAZER HOMES, LLC**, a Delaware limited liability company, Grantor and Grantee (also called "Owner"); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA,** a body corporate and politic, Grantee (also called "County").

****WITNESSETH****

WHEREAS, Owner is the sole owner and proprietor of a certain parcel or tract of real property, situate and located in Arlington County, Virginia, known as Part Original Property of William and Lillie Palmer and Part Original Property of Estler M. and Helen Palmer and identified as Arlington County Real Property Code (RPC) #27-002-003 (the "Property"), having acquired the Property by virtue of that certain deed recorded as Instrument #20200100001065, among the land records of Arlington County, Virginia; and

WHEREAS, the Property is not subject to the lien of any deed of trust; and

WHEREAS, it is the desire of the Owner to resubdivide the Property, to vacate and rededicate the subdivision name of the Property, to create, grant and convey to the County easements for public water, create, grant and convey to the County an easement for public sidewalk and utilities purposes, and to create, grant and convey an

8 + 2 PLAT

easement for ingress-egress and utilities, all as hereinafter set forth, described and shown on a plat entitled "Plat Showing Morrison Hill being the Resubdivision, Vacation and Rededication of Part Original Property of William and Lillie Palmer Deed Book 128, Page 157 Part Original Property of Estler and Helen Palmer Deed Book 576, Page 312 Arlington County, Virginia," dated October, 2018, prepared by Dewberry Engineers Inc., and approved by Arlington County, Virginia, on June 24, 2020 (the "Plat"), attached hereto and made a part hereof.

RESUBDIVISION, VACATION AND REDEDICATION

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, being the sole owner and proprietor and the only party having any interest in the Property, does hereby resubdivide the Property, and does hereby vacate and rededicate the subdivision name of the Property, to be hereafter known as Lots 1 through 17, inclusive, and Parcel A, Morrison Hill, as more particularly shown and described on the Plat attached hereto and made a part hereof.

EASEMENT FOR PUBLIC SIDEWALK AND UTILITIES PURPOSES

THIS DEED FURTHER WITNESSETH, in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, an easement for public sidewalk and utilities purposes (the "Sidewalk Easement"), over, under, across and through a certain portion of the Property, in the location and dimensions shown on the Plat for the purposes of construction, reconstruction, maintenance, removal, repair, replacement,

installation, location and relocation of present or future public sidewalks and utilities within the said area of the Sidewalk Easement, said Sidewalk Easement being more particularly bounded and described on the Plat as "Easement for Public Sidewalk and Utilities Purposes Hereby Granted Area: 428 SQ.FT." The Sidewalk Easement is subject to the following terms and conditions:

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

2. The County shall have the right, but not the obligation, 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 Owner reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed, and does not interfere with the use of the Sidewalk Easement for the purposes named.

4. The Owner covenants that Owner is seized of and has the right to convey the Sidewalk Easement, and that Owner shall make no use of the Sidewalk Easement area which is inconsistent with the Sidewalk Easement rights hereby granted.

EASEMENT FOR INGRESS-EGRESS,
EMERGENCY VEHICLE ACCESS AND PUBLIC UTILITIES

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby create, grant and convey unto the County, its successors and assigns, an Easement for Ingress-Egress, Emergency Vehicle Access and Public Utilities (the "Parcel A Ingress/Egress Easement") over, under, across and through all of Parcel A (12,832 Sq. Ft.), Morrison Hill, more particularly shown on the Plat and described in Note 4: "An Easement is hereby granted for Ingress-Egress, Emergency Vehicle Access, and Public Utilities over all of Parcel A.", for the purposes of ingress and egress, construction, installation, reconstruction, removal, repair, replacement, relocation and maintenance of public utilities, for County and other emergency vehicles, and for the purpose of performing any governmental functions which the County may find necessary or desirable to perform. The Parcel A Ingress/Egress Easement is subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Parcel A Ingress/Egress Easement for the purposes named herein, and shall have all rights and privileges reasonably necessary to the exercise of the Parcel A Ingress/Egress Easement including the right of access to and from the Ingress/Egress Easement.

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 Parcel A Ingress/Egress Easement being dedicated, deemed by it to interfere with the proper and efficient use of the Ingress/Egress Easement. The cost of any such work shall be reimbursed to the County by the Owner, its successor and assigns, upon demand.

3. The Owner reserves the right to use Parcel A, Morrison Hill in any manner which is not inconsistent with the easement rights herein conveyed or which interferes with the use of the Parcel A Ingress/Egress Easement for the purposes named.

4. The Owner covenants the Owner is seized of Parcel A, Morrison Hill and has the right to convey the Parcel A Ingress/Egress Easement, and that the Owner shall make no use of the Parcel A Ingress/Egress area which is inconsistent with the easement rights hereby granted.

PUBLIC WATER SERVICE EASEMENTS

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby create, grant and convey unto the County, its successors and assigns, Public Water Service Easements (the "Water Easements") over, under, across and through the Property, in the locations and dimensions shown on the Plat and designated thereon as "Public Water Service Easement Hereby Granted 9 Sq. Ft." and "Public Water Service

Easement Hereby Granted 22 Sq. Ft." for the purposes of installation, construction, maintenance, removal, repair, reconstruction, replacement and relocation of present or future public water mains, fire hydrants, water valves, water meters and appurtenant facilities within the said Water Easements areas. The Water Easements are subject to the following terms and conditions:

1. All public water mains and appurtenant facilities which are installed in the Water Easements areas shall be and remain the property of the County, its successors and assigns.

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

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Water Easements being conveyed deemed by it to interfere with the proper construction,

operation and maintenance of said water service facilities; 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.

4. The Owner reserves the right to use the Water Easements in any manner which is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Water Easements for the purposes named.

5. The Owner covenants that it is seized of and has the right to convey the Water Easements, and that the Owner shall make no use of the Water Easements which is inconsistent with the Water Easements rights hereby granted.

COVENANTS REAL

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

FREE CONSENT

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

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

The Recitals are hereby incorporated into this Deed.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

BEAZER HOMES LLC, a Delaware limited liability company

By: _____
Name: Gary Szczebulski
Title: Authorized Signatory-East Region

STATE OF Virginia :
COUNTY OF Fairfax : to-wit

The foregoing instrument was acknowledged before me this 17th day of June, 2020, by Gary Szczebulski, Authorized Signatory, East Region of BEAZER HOMES LLC.

_____
Notary Public

My Commission Expires: May 31, 2021
Notary Registration #: 122612

Laurie S. Uhthoff
Commonwealth of Virginia
Notary Public
Commission No. 122612
My Commission Expires 5/31/2021

COLUMBIA PIKE
VARIABLE WIDTH PUBLIC R/W

VIRGINIA STATE GRID NORTH (VCS 83)

N:6,998,597.66
E:11,880,690.75

EASEMENT FOR PUBLIC SIDEWALK AND UTILITIES PURPOSES HEREBY GRANTED 428 SQ. FT.

42.26'
489.46'
2.13'
24.39'
40.00'
N70°06'49"E–98.18'
S68°54'25"W–133.57'
N66°05'29"E–35.47'
2.45'
34.07'

PART ORIGINAL PROPERTY OF WILLIAM AND LILLIE PALMER D.B. 128 PG. 157

PART ORIGINAL PROPERTY OF ESTLER AND HELEN PALMER D.B. 576 PG. 312

SOUTH MASON ST 100' R/W

N67°01'59"E–55.00'
N67°01'59"E–54.50'
S22°58'01"E–174.64'
N22°58'01"W–243.71'
N22°58'01"W–196.47'
S22°58'01"E–251.26'
S67°01'59"W–55.00'
S67°01'59"W–54.50'

1	1,201	SQ. FT.
2	1,201	SQ. FT.
3	1,201	SQ. FT.
4	1,201	SQ. FT.
5	1,201	SQ. FT.
6	1,201	SQ. FT.
7	1,201	SQ. FT.
8	1,201	SQ. FT.
9	1,201	SQ. FT.
10	1,190	SQ. FT.
11	1,190	SQ. FT.
12	1,190	SQ. FT.
13	1,190	SQ. FT.
14	1,190	SQ. FT.
15	1,190	SQ. FT.
16	1,190	SQ. FT.
17	1,190	SQ. FT.

PUBLIC WATER EASEMENTS (SEE DETAIL ON SHEET 2 OF 2)

SOUTH TAYLOR COURT (PRIVATE STREET)

PARCEL A
12,832 SQ. FT.
(SEE NOTE 4)

S72°16'29"W–134.06'

PARCEL B
PART OF THE FORMER
ESTLER M. PALMER PROPE
FORMERLY
WILLIAM H. PALMER ESTA
D.B. 773 PG. 276

PART OF THE ORIGINAL PROPERTY OF ESTLER M. PALMER D.B. 165 PG. 40

VIRGINIA STATE GRID NORTH (VCS 83)

NOTES:

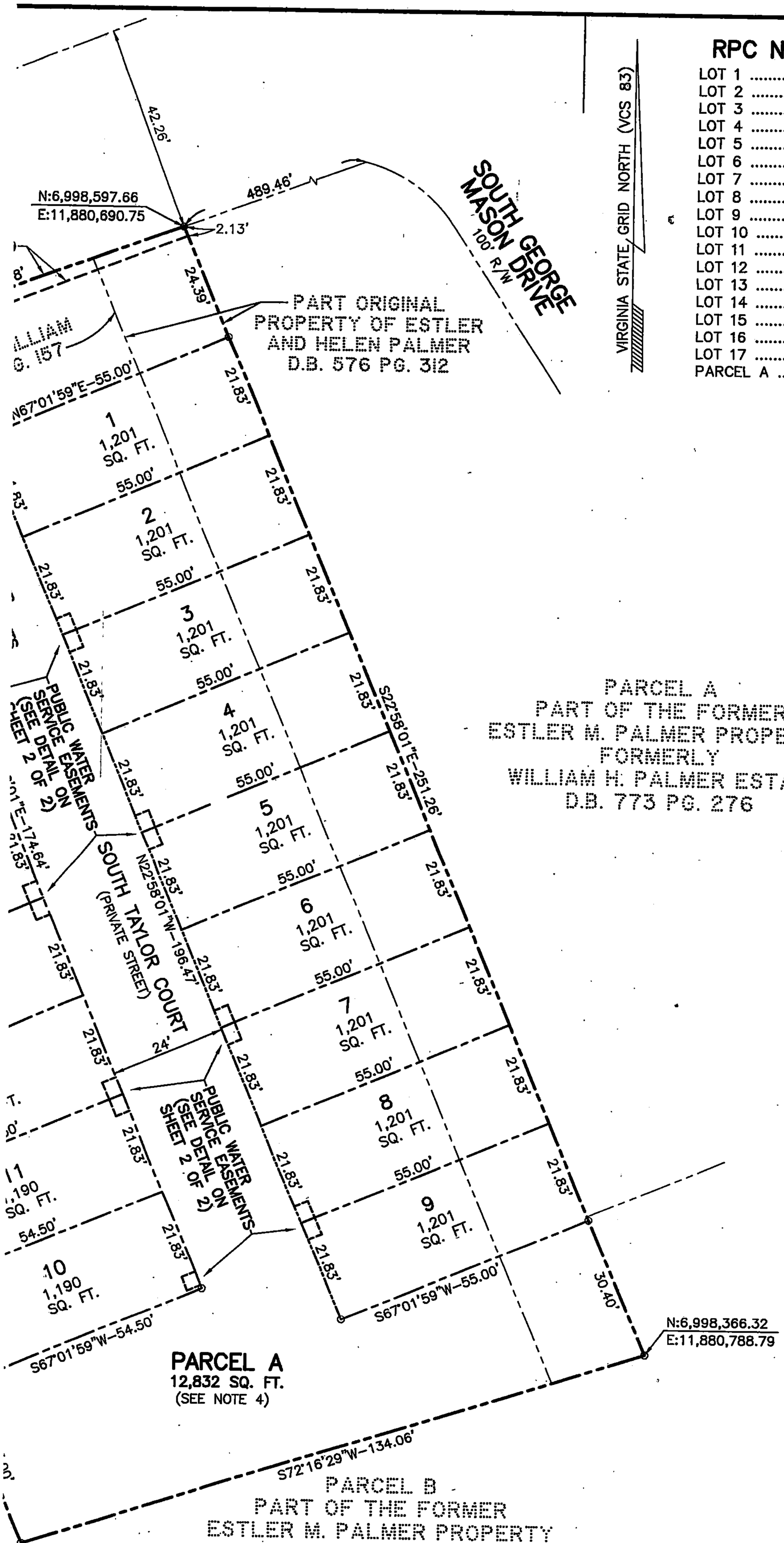
1. THE PROPERTIES DELINEATED HEREON APPEAR ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 73–14 AS REAL PROPERTY CODE (RPC) 27–002–003.

2. A COMMITMENT FOR TITLE INSURANCE WAS PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. A19–4670, DATED APRIL 25, 2019.

3. THIS PLAT IS BASED ON A FIELD SURVEY PERFORMED BY THIS FIRM IN MARCH, 2018.

4. AN EASEMENT IS HEREBY GRANTED FOR INGRESS–EGRESS, EMERGENCY VEHICLE ACCESS, AND PUBLIC UTILITIES OVER ALL OF PARCEL A.

J:\OBJECT\50086066 4238 Columbia Pike\CAD\SURVEY\PLATS\RECORD\SUBDIVISION PLAT (SHT 1).dwg



RPC NUMBERS

LOT 1	27-002-011
LOT 2	27-002-012
LOT 3	27-002-013
LOT 4	27-002-014
LOT 5	27-002-015
LOT 6	27-002-016
LOT 7	27-002-017
LOT 8	27-002-018
LOT 9	27-002-019
LOT 10	27-002-020
LOT 11	27-002-021
LOT 12	27-002-022
LOT 13	27-002-023
LOT 14	27-002-024
LOT 15	27-002-025
LOT 16	27-002-026
LOT 17	27-002-027
PARCEL A	27-002-028

AREA TA

LOT 1	1,201 S
LOT 2	1,201 S
LOT 3	1,201 S
LOT 4	1,201 S
LOT 5	1,201 S
LOT 6	1,201 S
LOT 7	1,201 S
LOT 8	1,201 S
LOT 9	1,201 S
LOT 10	1,190 S
LOT 11	1,190 S
LOT 12	1,190 S
LOT 13	1,190 S
LOT 14	1,190 S
LOT 15	1,190 S
LOT 16	1,190 S
LOT 17	1,190 S
PARCEL A	12,832 S
TOTAL	33,161 S

(2)

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ARLINGTON COUNTY, VIRGINIA

FINAL PLAT

Approved as being in accordance with the preliminary plat heretofore approved: 4-17-2020

Plat Examiner

APPROVED: 6-24-2020

As being in accordance with an ordinance entitled: "An ordinance to regulate the platting and recording of subdivisions of land in Arlington County, Virginia" adopted February 28, 1959 and as amended.

Bruce Woodhams

County Manager or Designee

APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD WITHIN 3 MONTHS OF THE DATE OF APPROVAL

0 20 40

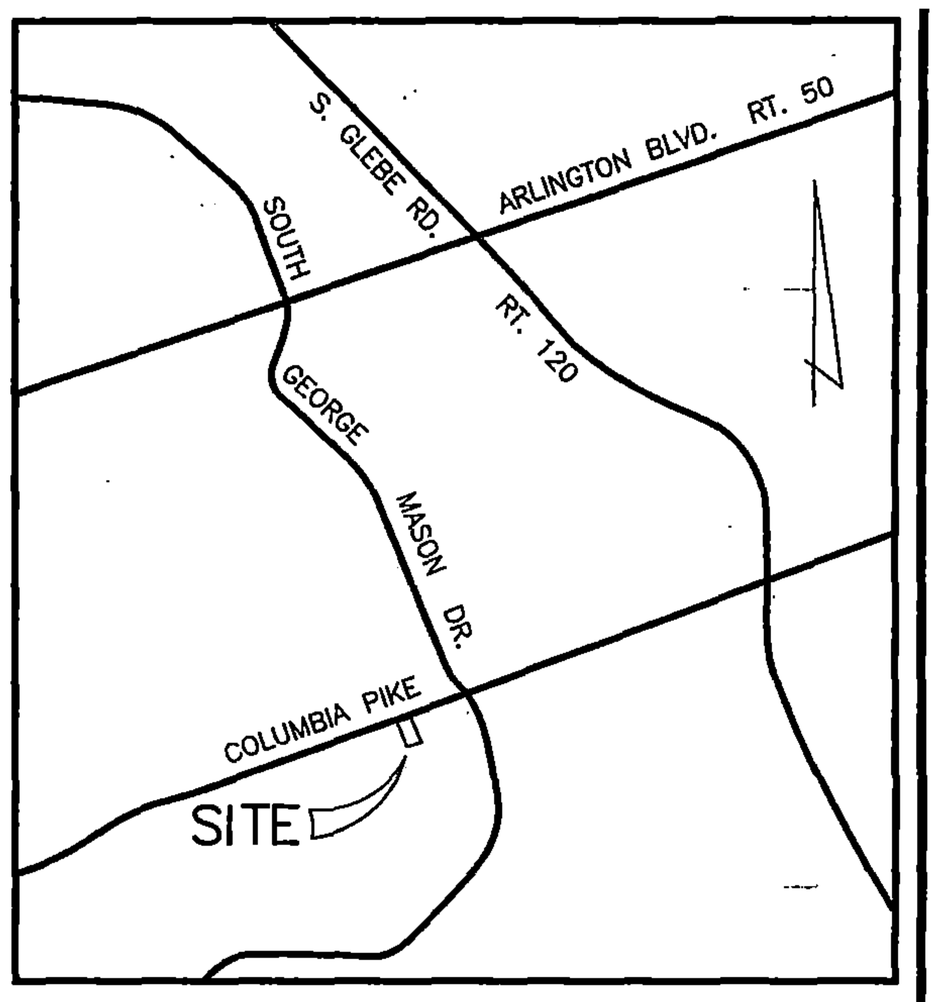
(3)

RPC NUMBERS

LOT 1	27–002–011
LOT 2	27–002–012
LOT 3	27–002–013
LOT 4	27–002–014
LOT 5	27–002–015
LOT 6	27–002–016
LOT 7	27–002–017
LOT 8	27–002–018
LOT 9	27–002–019
LOT 10	27–002–020
LOT 11	27–002–021
LOT 12	27–002–022
LOT 13	27–002–023
LOT 14	27–002–024
LOT 15	27–002–025
LOT 16	27–002–026
LOT 17	27–002–027
PARCEL A	27–002–028

AREA TABULATION

LOT 1	1,201	SQ. FT. OR	0.02757	AC.
LOT 2	1,201	SQ. FT. OR	0.02757	AC.
LOT 3	1,201	SQ. FT. OR	0.02757	AC.
LOT 4	1,201	SQ. FT. OR	0.02757	AC.
LOT 5	1,201	SQ. FT. OR	0.02757	AC.
LOT 6	1,201	SQ. FT. OR	0.02757	AC.
LOT 7	1,201	SQ. FT. OR	0.02757	AC.
LOT 8	1,201	SQ. FT. OR	0.02757	AC.
LOT 9	1,201	SQ. FT. OR	0.02757	AC.
LOT 10	1,190	SQ. FT. OR	0.02732	AC.
LOT 11	1,190	SQ. FT. OR	0.02732	AC.
LOT 12	1,190	SQ. FT. OR	0.02732	AC.
LOT 13	1,190	SQ. FT. OR	0.02732	AC.
LOT 14	1,190	SQ. FT. OR	0.02732	AC.
LOT 15	1,190	SQ. FT. OR	0.02732	AC.
LOT 16	1,190	SQ. FT. OR	0.02732	AC.
LOT 17	1,190	SQ. FT. OR	0.02732	AC.
PARCEL A	12,832	SQ. FT. OR	0.29458	AC.
TOTAL	33,161	SQ. FT. OR	0.76127	AC.



VICINITY MAP
SCALE: 1"= 2,000'

ARCEL A
F THE FORMER
'ALMER PROPERTY
)RMERLY
. PALMER ESTATE
773 PG. 276

OWNER'S DEDICATION

THE PLATTING OR DEDICATION OF THE PROPERTY SHOWN ON THIS PLAT KNOWN AS PART ORIGINAL PROPERTY OF WILLIAM AND LILLIE PALMER AND PART ORIGINAL PROPERTY OF ESTLER AND HELEN PALMER IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY. IT IS FURTHER AGREED THAT IRON PIPES WILL BE SET AT ALL PROPERTY CORNERS AS REQUIRED BY STATE AND LOCAL ORDINANCES AND REGULATIONS UNDER THE SUPERVISION OF A LICENSED VIRGINIA LAND SURVEYOR.

BY: BEAZER HOMES, LLC

Gary [signature] 5-19-20.

NAME DATE

Authorized Signator East Region

TITLE

SURVEYOR'S CERTIFICATE

I, JESUS H. ECHEVARRIA, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE LAND SHOWN HEREON IS NOW IN THE NAME OF BEAZER HOMES, LLC RECORDED IN INSTRUMENT NO. 20200100001065 AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

COMMONWEALTH OF VIRGINIA
JESUS H. ECHEVARRIA
Lic. No. 3333
5-15-2020
LAND SURVEYOR

VIRGINIA STATE GRID NORTH (VCS 83)

ARLINGTON COUNTY, VIRGINIA

FINAL PLAT

Approved as being in accordance with the preliminary plat heretofore approved: 4-17-2020

Plat Examiner

APPROVED: 6-24-2020

As being in accordance with an ordinance entitled: "An ordinance to regulate the platting and recording of subdivisions of land in Arlington County, Virginia" adopted February 28, 1959 and as amended.

Bruce Woodhams

County Manager or Designee

APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD WITHIN 3 MONTHS OF THE DATE OF APPROVAL

N:6,998,366.32
E:11,880,788.79

0 20 40 60

PLAT SHOWING

MORRISON HILL

BEING THE RESUBDIVISION, VACATION AND REDEDICATION OF

PART ORIGINAL PROPERTY OF

WILLIAM AND LILLIE PALMER

DEED BOOK 128, PAGE 157

PART ORIGINAL PROPERTY OF

ESTLER AND HELEN PALMER

DEED BOOK 576, PAGE 312

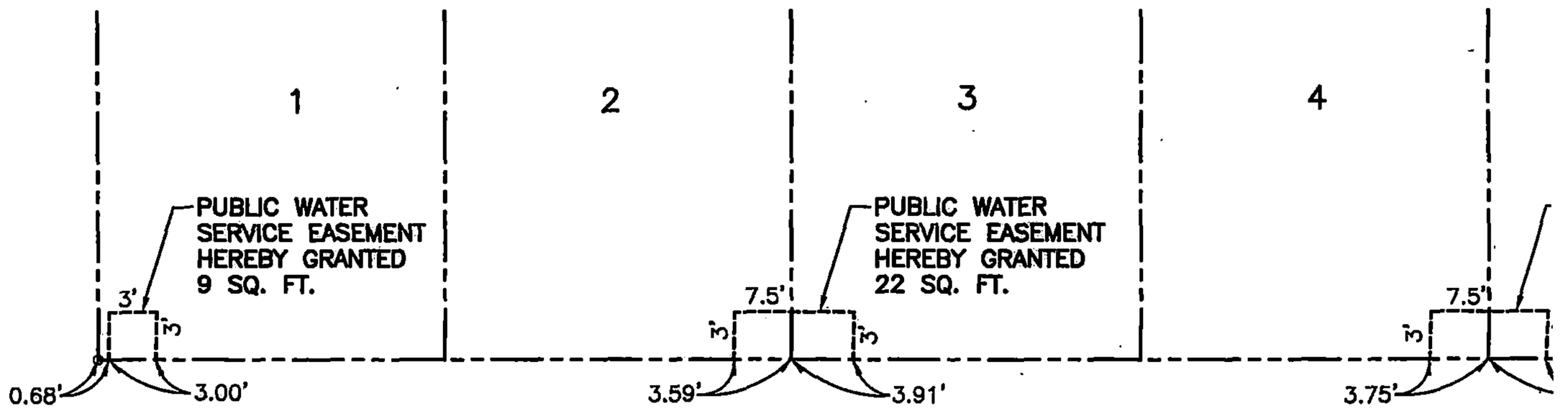
ARLINGTON COUNTY, VIRGINIA

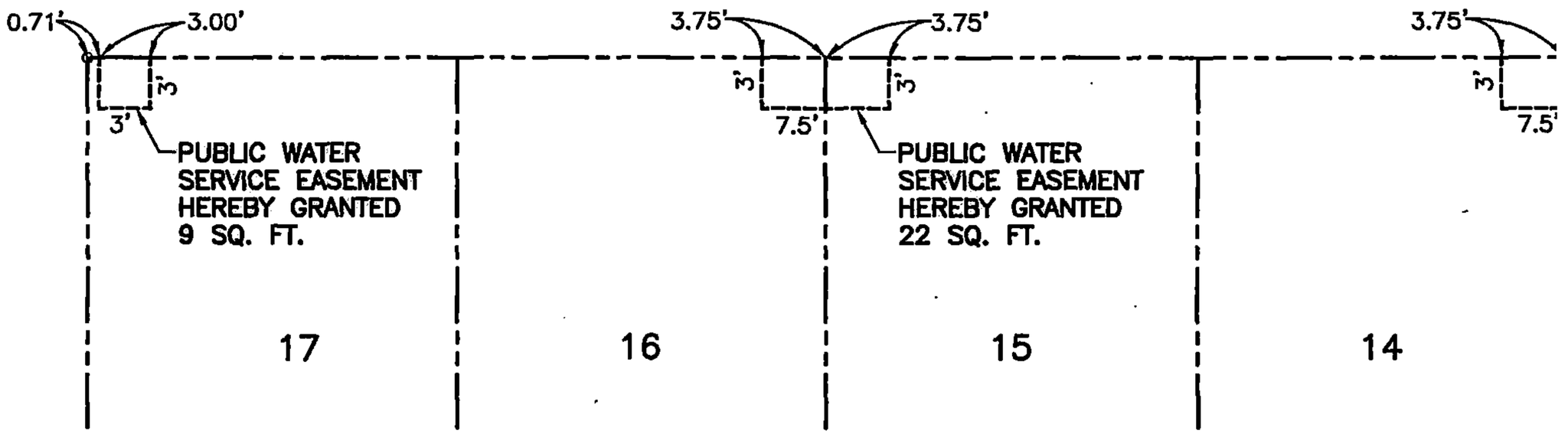
SCALE: 1"=20' OCTOBER, 2018

Dewberry®
Dewberry Engineers Inc.
13575 HEATHCOTE BLVD., SUITE 130
GAINESVILLE, VA 20155
PHONE: 703.468.2239
FAX: 703.468.2212

4

VIRGINIA STATE GRID NORTH (VCS 83)





VIRGINIA STATE GRID NORTH (VCS 83)

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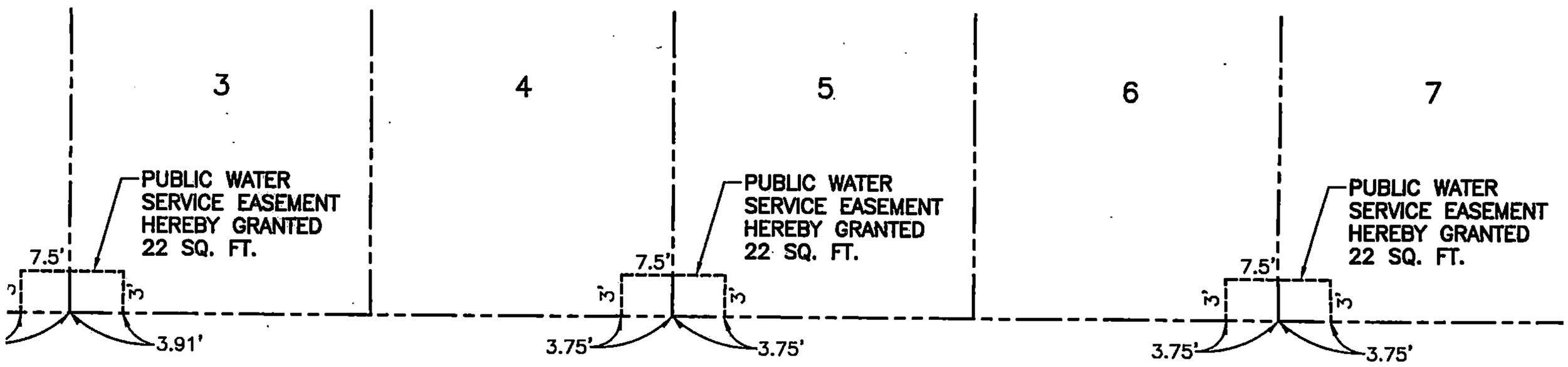
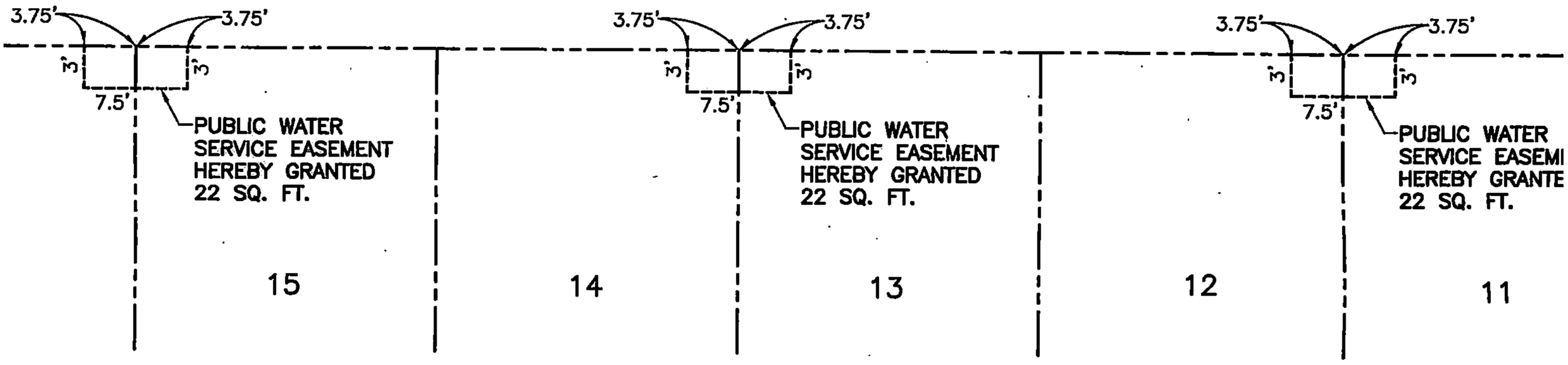
VIRGINIA STATE GRID NORTH (VCS 83)





COMMONWEALTH OF VIRGINIA
JESUS R. ECHEVARRIA
Lic. No. 3333
5-15-2020
LAND SURVEYOR

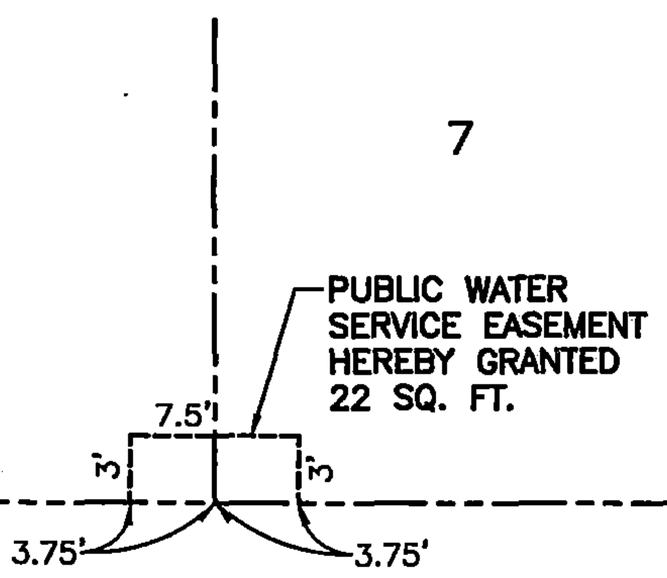
BI

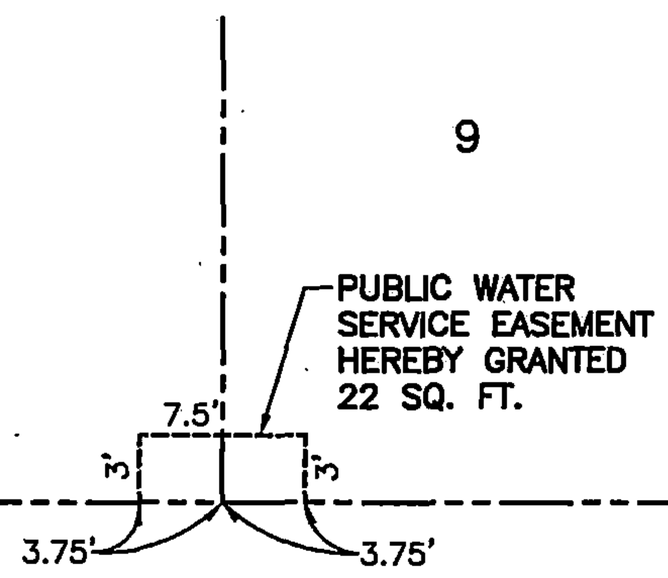
VIRGINIA STATE GRID NORTH (VCS 83)

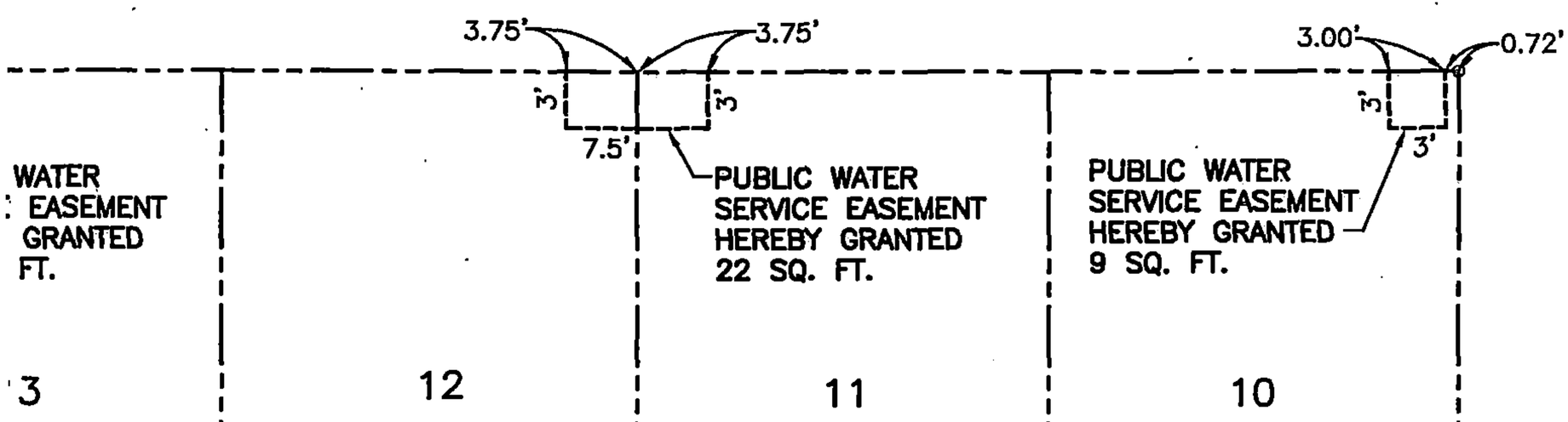
0 10 20

VIRGINIA STATE GRID NORTH (VCS 83)

6	7	8	9
R EMENT NTED	PUBLIC WATER SERVICE EASEMENT HEREBY GRANTED 22 SQ. FT.		PUBLIC WATER SERVICE EASEMENT HEREBY GRANTED 22 SQ. FT.

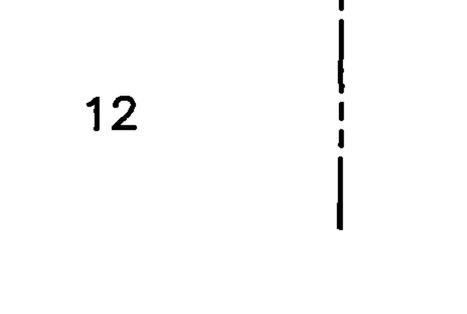






WATER
EASEMENT
GRANTED
FT.

3	12	11	10



VIA STATE GRID NORTH (VCS 83)

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PLAT SHOWING

MORRISON HILL

BEING THE RESUBDIVISION, VACATION AND REDEDICATION OF

PART ORIGINAL PROPERTY OF

WILLIAM AND LILLIE PALMER

DEED BOOK 128, PAGE 157

PART ORIGINAL PROPERTY OF

ESTLER AND HELEN PALMER

DEED BOOK 576, PAGE 312

ARLINGTON COUNTY, VIRGINIA

SCALE: 1"=10' OCTOBER, 2018

Dewberry®
Dewberry Engineers Inc.
13575 HEATHCOTE BLVD., SUITE 130
GAINESVILLE, VA 20155
PHONE: 703.468.2239
FAX: 703.468.2212

RPA–5566

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

20190100023165
12/05/2019 02:03:18 PM 1/6
Doc Type: LREASEMENT:
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$47.00

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 19 day of November, 2019, by **BARCROFT NUMBER TEN, INCORPORATED,** a Virginia corporation ("**Grantor**" and "**Owner**"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**" and "**Grantee**").

RECITALS:

R-1 **WHEREAS**, by virtue of an instrument recorded in Deed Book 1276 at Page 162, and resubdivision recorded in Deed Book 1373 at Page 444, among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of certain real property situated and located in Arlington County, Virginia, known as:

All of Parcel "E-4", as shown on plat entitled "Resubdivision of Parcel E-2, of the former Estler M. Palmer Property and WM H. Palmer Estate", made by DeLashmutt Associates, C.L.S., dated April 1959, attached to the Deed of Trust recorded in Deed Book 1373 at Page 444 among the land records of Arlington County, Virginia (the "Property").

R-2 **WHEREAS**, the Grantor desires to grant and convey unto the County a temporary easement for the installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb and gutter, and drainage facilities on the Property (the "Temporary Easement"), in dimensions and locations that have been agreed upon by the Grantor and the County, and labeled on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Parcel "E-4", Part of the Former Estler M. Palmer Property, Formerly William H.

BOX 157

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY.
SUITE 300
FAIRFAX, VIRGINIA 22033
A1300233.5C

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27001005
Address: 4110 Columbia Pike, Arlington, VA

5 + PLAT

Palmer Estate, D.B. 1373, PG. 444, Arlington County, Virginia," prepared by Rice Associates, and approved by the Arlington County Subdivision & Bonds Administrator on December 4, 2017 (the "Plat").

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described Temporary Easement.

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of Forty-three Thousand Two Hundred Twenty Dollars ($43,220.00), 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, over a portion of the Grantor's property, consisting of **Eight Hundred Thirty-three (833)** square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, shown on the Plat attached hereto and made a part hereof as "Temporary Construction Easement Hereby Granted Area = 833 SQ. FT."

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 installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb, gutter, and drainage facilities, including accessories and appurtenances thereto, (collectively, "Work" or "Project") 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 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 the Grantee approves and signs the contract for construction of the Project ("Approval Date"), and shall expire upon the earlier of: 1) the third anniversary of the Approval Date, or 2) completion of the Project, including any ground restoration and tree replacement.

The Grantee shall maintain access to the existing shared entrance apron between 4110 Columbia Pike and 4140 Columbia Pike, or some similar shared access to the

Property and 4140 Columbia Pike, and Grantee shall replace the existing entrance apron following construction work by Grantee within the Temporary Easement.

Grantee agrees that, as soon as practicable after the completion of installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb, gutter, and drainage facilities within or adjacent to the Temporary Easement Area, the Grantee will, at no cost to the 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 the Grantee) all damaged grass areas on or adjacent to the Temporary Easement Area; (3) replace with nursery stock, all damaged or destroyed trees on or adjacent to the Temporary Easement Area; and (4) guarantee replaced trees for one year against damage from the date they are reset or 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:

BARCROFT NUMBER TEN, INCORPORATED

By: _____
Print Name: Thomas H. DeLashmutt
Title: President

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 13th day of SEPTEMBER, 2019, by Thomas H. DeLashmutt as President of **Barcroft Number Ten, Incorporated,** Grantor.

Notary Public: _____

My Commission Expires: AUGUST 31, 2022

My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27001005
Address: 4110 Columbia Pike, Arlington, VA

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 19 day of November, 2019, 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 16, 2019.

By: _____

Printed 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, Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 19th day of November, 2019.

Notary Public: _____

My Commission expires: March 31, 2020

My Registration No.: 346474

NOTARY PUBLIC COMMONWEALTH OF VIRGINIA
TROY CORDEL HARRIS
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2020
Commission ID# 346474

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27001005
Address: 4110 Columbia Pike, Arlington, VA

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): BARCROFT NUMBER 10, INCORPORATED - DEED BOOK 1276 PAGE 162.
6. PROPERTY ADDRESS: 4110 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 73-10, 73-11 AND 73-14 AS REAL PROPERTY CODE (RPC) NUMBER: 27001005.

MATCH LINE

VCS 1983

CONSTRUCTION BASELINE

150 COLUMBIA PIKE 149 148 0

43.94'

96.55'

N 66°37'52" E 96.58'

76.49'

5.59'

20.09'

20.39'

S 19°55'42" E 17.59'

S 68°35'46" W 47.20'

TEMPORARY CONSTRUCTION EASEMENT HEREBY GRANTED AREA = 833 SQ. FT.

24.66'

L1

S 68°54'25" W 28.72'

28.91'

PARCEL "E-3"
PART OF THE FORMER ESTLER M. PALMER PROPERTY
FORMERLY WILLIAM H. PALMER ESTATE
DB 1373, PG. 444

EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES HEREBY GRANTED AREA = 1,698 SQ. FT.

L2

PARCEL "A"
REINSCH AND JESSE'S ADDITION TO ALCOVA HEIGHTS
DB 1091, PG. 228

EX. C/L V.E.P.CO. ESMT. APPROX. LOCATION D.B. 1337, PG. 492 D.B. 1341, PG. 68

S 15°47'48" E 201.76'

N 21°22'23" W 127.41'

N 20°35'03" W 112.10'

62.85'

PARCEL "E-4"
PART OF THE
FORMER ESTLER M. PALMER PROPERTY
FORMERLY WILLIAM H. PALMER ESTATE
D.B. 1373, PG. 444

EX. 15' OUTLET ROAD D.B. 104, PG. 405

S 70°52'38" W 10.58'

SOUTH QUEBEC STREET

CONSTRUCTION BASELINE 1

MATCH LINE

VCS 1983

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 69°49'13" W	2.09'
L2	S 20°22'14" E	26.15'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 12-1-2017	APPROVED: 12-4-2017
Bruce Woodhams	Steve Hefke
PLAT EXAMINER	SUBDIVISION AND BONDS ADMINISTRATOR

COMMONWEALTH OF VIRGINIA
WILLIAM C. LIPPY, JR.
Lic. No. 2887
11-22-17
LAND SURVEYOR

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

PLAT SHOWING
VARIOUS EASEMENTS ON

PARCEL "E-4"
PART OF THE FORMER
ESTLER M. PALMER PROPERTY
FORMERLY
WILLIAM H. PALMER ESTATE

D. B. 1373, PG. 444
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 20'	DRAWN BY: KLT	CHECKED BY: LS	DATE : 07/25/16
REVISED 11-17-17			
CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27001005-59 REVISED.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

20190100023164
12/05/2019 02:03:17 PM 1/9
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$47.00

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

DEED OF UTILITIES EASEMENT

This DEED OF UTILITIES EASEMENT ("Deed") is made this 19 day of November, 2019, by **BARCROFT NUMBER TEN, INCORPORATED**, a Virginia corporation ("**Grantor**" and "**Owner**"); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**") and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**Dominion**") (County and Dominion each individually, "**Grantee**", and collectively "**Grantees**"), and hereby recites and provides:

RECITALS:

R-1 **WHEREAS**, by virtue of an instrument recorded in Deed Book 1276 at Page 162, and resubdivision recorded in Deed Book 1373 at Page 444, among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of certain real property, situated and located in Arlington County, Virginia, known as:

> All of Parcel "E-4", as shown on plat entitled "Resubdivision of Parcel E-2, of the former Estler M. Palmer Property and WM H. Palmer Estate", made by DeLashmutt Associates, C.L.S., dated April 1959, attached to the Deed of Trust recorded in Deed Book 1373 at Page 444 among the land records of Arlington County, Virginia (the "Property").

R-2 **WHEREAS**, Grantor desires to grant and convey unto the Grantees perpetual rights and easement for installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, on, over, under and across the Property for their respective public utilities and private utilities, and related utility facilities, in dimensions and the location that have been agreed upon by the Grantor and the County and labeled as "Easement for Public and Private Utilities Purposes Hereby Granted Area = 1,698 SQ. FT." (herein "**Right of Way**") on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Parcel "E-4", Part of the Former Estler M. Palmer Property, Formerly William H. Palmer Estate, D.B. 1373, PG. 444, Arlington County, Virginia",

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY.
SUITE 300
FAIRFAX, VIRGINIA 22033
A1300033.5c

BOX 15

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27001005
Address: 4110 Columbia Pike, Arlington, Virginia

8 +1 PLAT

prepared by Rice Associates, approved by the Arlington County Subdivision and Bonds Administrator on December 4, 2017.

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described utilities easement.

JOINT USE UTILITY EASEMENT

NOW, THEREFORE, in consideration of the sum of Fifty-seven Thousand Seven Hundred Eighty Dollars ($57,780.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, respectively, their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easement as more particularly described herein (the **"Utilities Easement"**), which shall be subject to the terms and conditions of this Deed. The scope of the Utilities Easement as to each of the Grantees shall be as follows, and shall allow each Grantee to install the following facilities (collectively, the **"Utility Facilities"**):

1. **For County**. County shall have the right, within the Right of Way, to construct, install, reconstruct, operate, maintain, alter, and remove, above ground or underground, 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.

2. **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 Utilities Easement 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 Utilities Easement area shall be and shall remain the property of the respective Grantee that installed such part of the Utility Facilities or for whose benefit the Utility Facilities were installed. The

County will install the initial duct bank in which Dominion will install its own respective Utility Facilities. Upon the completion of the initial installation of the Utility Facilities, County and Dominion will each accept ownership and maintenance responsibilities for the duct banks, or portions thereof, in which its respective Utility Facilities have been installed. No charges, other than any compensation agreed upon as consideration for the Utilities Easement, shall be made to either of the Grantees for the use of the Property for the Utilities Easement granted herein.

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

3. Grantees shall have full and free use of the Right of Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Utilities Easement, 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 Utilities Easement, re-seeding, and/or re-sodding.

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

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

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

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

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

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

other Grantees shall, upon written request with reasonable notice, provide a copy of their clearance requirements to the other Grantees for review.

COVENANTS REAL

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

FREE CONSENT

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

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:

BARCROFT NUMBER TEN, INCORPORATED

By: _____
Print Name: Thomas H. DeLashmutt
Title: President

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 13th day of SEPTEMBER, 2019, by Thomas H. DeLashmutt as President of **Barcroft Number Ten, Incorporated,** Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27001005
Address: 4110 Columbia Pike, Arlington, Virginia

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easement herein conveyed is accepted this 19 day of November, 2019 on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board adopted on November 16, 2019.

By: Uri Arkin

Name: Uri Arkin

Title: Real Estate Bureau Chief

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 19th day of November, 2019, by Uri Arkin, ~~County Manager~~ Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

Troy Harris
Notary Public

My commission expires: March 31, 2020

Notary Registration Number: 346474

APPROVED AS TO FORM:

COUNTY ATTORNEY

NOTARY PUBLIC COMMONWEALTH OF VIRGINIA
TROY CORDEL HARRIS
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2020
Commission ID# 346474

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27001005
Address: 4110 Columbia Pike, Arlington, Virginia

VIRGINIA ELECTRIC AND POWER COMPANY:

By: _____

Name: Sean G. Stevens

Title: Authorized Representative

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

The foregoing instrument was acknowledged before me this 24th day of September, 2018 by Sean G. Stevens, Authorized Representative, on behalf of VIRGINIA ELECTRIC AND POWER COMPANY.

_____
Notary Public

My commission expires: May 31, 2022

Notary Registration Number: 184896

Kellee Hicks Lapallo
Notary Public
Commonwealth of Virginia
Reg. No. 184896

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27001005
Address: 4110 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): BARCROFT NUMBER 10, INCORPORATED - DEED BOOK 1276 PAGE 162.
6. PROPERTY ADDRESS: 4110 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 73-10, 73-11 AND 73-14 AS REAL PROPERTY CODE (RPC) NUMBER: 27001005.

MATCH LINE

VCS 1983

CONSTRUCTION BASELINE

150 COLUMBIA PIKE 149 148

43.94'

96.55'

N 66°37'52" E 96.58'

76.49'

5.59'

20.09'

24.66'

28.91'

20.39'

S 19°55'42" E 17.59'

S 68°54'25" W 28.72'

S 68°35'46" W 47.20'

TEMPORARY CONSTRUCTION EASEMENT HEREBY GRANTED AREA = 833 SQ. FT.

L1

L2

PARCEL "E-3"
PART OF THE FORMER ESTLER M. PALMER PROPERTY
FORMERLY WILLIAM H. PALMER ESTATE
DB 1373, PG. 444

EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES HEREBY GRANTED AREA = 1,698 SQ. FT.

PARCEL "A"
REINSCH AND JESSE'S ADDITION TO ALCOVA HEIGHTS
DB 1091, PG. 228

EX. C/L V.E.P.CO. ESMT. APPROX. LOCATION D.B. 1337, PG. 492 D.B. 1341, PG. 68

201.76'

S 15°47'48" E

N 21°22'23" W 127.41'

N 20°35'03" W 112.10'

62.85'

PARCEL "E-4"
PART OF THE
FORMER ESTLER M. PALMER PROPERTY
FORMERLY WILLIAM H. PALMER ESTATE
D.B. 1373, PG. 444

EX. 15' OUTLET ROAD D.B. 104, PG. 405

S 70°52'38" W 10.58'

SOUTH QUEBEC STREET

CONSTRUCTION BASELINE 1

MATCH LINE

VCS 1983

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 69°49'13" W	2.09'
L2	S 20°22'14" E	26.15'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 12-1-2017
Bruce Woodhams
PLAT EXAMINER

APPROVED: 12-4-2017
SUBDIVISION AND BONDS ADMINISTRATOR

COMMONWEALTH OF VIRGINIA
WILLIAM C. LIPPY, JR
Lic. No. 2887
11-22-17
LAND SURVEYOR

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

PLAT SHOWING
VARIOUS EASEMENTS ON

PARCEL "E-4"
PART OF THE FORMER
ESTLER M. PALMER PROPERTY
FORMERLY
WILLIAM H. PALMER ESTATE

D. B. 1373, PG. 444
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 20'	DRAWN BY: KLT	CHECKED BY: LS	DATE : 07/25/16
REVISED 11-17-17			
CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27001005-59 REVISED.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

20190100023163
12/05/2019 02:03:16 PM 1/6
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$47.00

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

DEED OF TEMPORARY EASEMENTS AND CONSTRUCTION AGREEMENT

This DEED OF TEMPORARY EASEMENTS AND CONSTRUCTION AGREEMENT ("Deed") is made this 19 day of November, **2019**, by **BARCROFT NUMBER TEN, INCORPORATED,** a Virginia corporation ("**Grantor**" and "**Owner**"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**" and "**Grantee**").

RECITALS:

R-1 **WHEREAS**, by virtue of an instrument recorded in Deed Book 1276 at Page 162, and resubdivision recorded in Deed Book 1373 at Page 444, among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of a certain real property situated and located in Arlington County, Virginia, known as:

> All of Parcel "E-3", as shown on plat entitled "Resubdivision of Parcel E-2, of the former Estler M. Palmer Property and WM H. Palmer Estate", made by DeLashmutt Associates, C.L.S., dated April 1959, attached to the Deed of Trust recorded in Deed Book 1373 at Page 444 among the land records of Arlington County, Virginia (the "Property").

R-2 **WHEREAS**, the Grantor desires to grant and convey unto the County temporary easements for the installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb, gutter, and drainage facilities on the Property (the "Temporary Easements"), in dimensions and locations that have been agreed upon by the Grantor and the County, identified and labeled on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Parcel "E-3", Part of the Former Estler M. Palmer Property, Formerly

Box 15

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY.
SUITE 300
FAIRFAX, VIRGINIA 22033
A1300833.SS

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27001004
Address: 4140 Columbia Pike, Arlington, VA

5 + 1 PLAT

William H. Palmer Estate, D.B. 1373, PG. 444, Arlington County, Virginia," prepared by Rice Associates, and approved by the Arlington County Subdivision & Bonds Administrator on December 4, 2017 (the "Plat").

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described Temporary Easements.

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of Seventy-one Thousand Two Hundred Fifty-eight Dollars ($71,258.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee Temporary Easements for the use, as described herein, of portions of the Grantor's property, identified and labeled as "Temporary Construction Easement Hereby Granted Area #1 = 795 SQ. FT." and "Temporary Construction Easement Hereby Granted Area #2 = 564 SQ. FT." (collectively, "Temporary Easement Areas") which Temporary Easements total to a sum of **One Thousand Three Hundred Fifty-nine (1,359)** square feet of land (collectively, "**Temporary Easement Areas**") situated in Arlington County, Virginia, as shown on the Plat attached hereto and made a part hereof.

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 installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb, gutter, and drainage facilities, including accessories and appurtenances thereto, (collectively, "Work" or "Project") 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 are inconsistent with the Temporary Easements and the associated rights hereby conveyed.

The Temporary Easements conveyed by this document shall commence upon the date the Grantee approves and signs the contract for construction of the Project ("Approval Date"), and shall expire upon the earlier of: 1) the third anniversary of the Approval Date, or 2) completion of the Project, including any ground restoration and tree replacement.

The Grantee shall maintain access to the existing shared entrance apron between 4110 Columbia Pike and 4140 Columbia Pike, or some similar shared access to the Property and 4110 Columbia Pike, and Grantee shall replace the existing entrance apron following construction work by Grantee within the Temporary Easements.

Grantee agrees that, as soon as practicable after the completion of installation, location, construction, operation, maintenance, inspection, improvement, reconstruction, relocation, alteration, repair, replacement, expansion and/or removal of public street, sidewalk, curb, gutter, and drainage facilities within or adjacent to the Temporary Easement Areas, the Grantee will, at no cost to the Grantors: (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 the 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 reset or 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:

BARCROFT NUMBER TEN, INCORPORATED

By: _____
Print Name: Thomas H. DeLashmutt
Title: President

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 13 day of SEPTEMBER, 2019, by Thomas H. DeLashmutt as President of **Barcroft Number Ten, Incorporated,** Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27001004
Address: 4140 Columbia Pike, Arlington, VA

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 19 day of November, 2019, 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 16, 2019.

By: Uri Arkin

Printed Name: Uri Arkin

Real Estate Bureau Chief
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Uri Arkin, Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 19th day of November, 2019.

Notary Public: _____
My Commission expires: March 31, 2020
My Registration No.: 346474

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multimodal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
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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): BARCROFT NUMBER 10, INCORPORATED - DEED BOOK 1276 PAGE 162.
6. PROPERTY ADDRESS: 4140 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 73-10 AND 73-14 AS REAL PROPERTY CODE (RPC) NUMBER 27001004

MATCH LINE

VCS 1983

CONSTRUCTION BASELINE

COLUMBIA PIKE

151 + 152 + 150

25

47.78'

EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES HEREBY GRANTED AREA = 492 SQ. FT.

N 66°37'52" E 99.61' TOTAL)

L12 L1 L2 L6 L5 L3 L4

L13 L7 L16 L8

C2 C5 C4 L15 L14

TEMPORARY CONSTRUCTION EASEMENT HEREBY GRANTED AREA #1 = 795 SQ. FT.

L9

TEMPORARY CONSTRUCTION EASEMENT HEREBY GRANTED AREA #2 = 564 SQ. FT.

100.45'

49.27'

C3 L10 L11

EX. EASEMENT FOR PUBLIC STREET PURPOSES D.B. 773, PG. 276

24

SOUTH GEORGE MASON DRIVE

CONSTRUCTION BASELINE

PARCEL "E-3"
PART OF THE
FORMER ESTLER M. PALMER PROPERTY
FORMERLY WILLIAM H. PALMER ESTATE
D.B. 1373, PG. 444

S 21°22'23" E 127.41'

PARCEL "E-4"
PART OF THE FORMER
ESTLER M. PALMER PROPERTY
FORMERLY
WILLIAM H. PALMER ESTATE
DB 1373, PG. 444

EX. 5' SANITARY SEWER EASEMENT APPROX. LOCATION AS SHOWN IN D.B. 1373, PG. 444 & D.B. 1276, PG. 162

EX. 5' SANITARY SEWER EASEMENT APPROX. LOCATION AS SHOWN IN D.B. 1373, PG. 444

EX. 20' STORM SEWER EASEMENT APPROX. LOCATION AS SHOWN IN D.B. 1373, PG. 444

MATCH LINE

VCS 1983

EASEMENT AREA TABULATIONS

TOTAL: TEMPORARY CONSTRUCTION EASEMENTS	1,359 SQ. FT.
TOTAL: EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES	492 SQ. FT.

VCS 1983

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C3	1070.48'	48.09'	2°34'27"	24.05'	N31°30'20"W	48.09'
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L16	N01°15'07"W	10.86'

COMMONWEALTH OF VIRGINIA
WILLIAM S. LIPPY, JR
Lic. No. 2887
11-22-17
LAND SURVEYOR

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

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 12-1-2017	APPROVED: 12-4-2017
Bruce Woodhams	Stan Hahn
PLAT EXAMINER	SUBDIVISION AND BONDS ADMINISTRATOR

PLAT SHOWING
VARIOUS EASEMENTS ON

PARCEL "E-3"
PART OF THE FORMER
ESTLER M. PALMER PROPERTY
FORMERLY
WILLIAM H. PALMER ESTATE

D. B. 1373, PG. 444
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 20'	DRAWN BY: KLT	CHECKED BY: LS	DATE : 07/25/16
REVISED 11-17-17			
CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27001004-60 REVISED.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

20190100023162
12/05/2019 02:03:15 PM 1/9
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$47.00

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

DEED OF UTILITIES EASEMENT

This DEED OF UTILITIES EASEMENT (**"Deed"**) is made this 19 day of November, 2019, by **BARCROFT NUMBER TEN, INCORPORATED,** a Virginia corporation (**"Grantor"** and **"Owner"**); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic (**"County"**), and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia (**"Dominion"**) (County and Dominion, each individually **"Grantee"**, and collectively **"Grantees"**), and hereby recites and provides:

RECITALS:

R-1 **WHEREAS**, by virtue of an instrument recorded in Deed Book 1276 at Page 162, and resubdivision recorded in Deed Book 1373 at Page 444, among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of a certain real property, situated and located in Arlington County, Virginia, known as:

> All of Parcel "E-3", as shown on plat entitled "Resubdivision of Parcel E-2, of the former Estler M. Palmer Property and WM H. Palmer Estate", made by DeLashmutt Associates, C.L.S., dated April 1959, attached to the Deed of Trust recorded in Deed Book 1373 at Page 444 among the land records of Arlington County, Virginia (the "Property").

R-2 **WHEREAS**, Grantor desires to grant and convey unto the Grantees perpetual rights and easement for installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, on, over, under and across the Property for their respective public utilities and private utilities, and related utility facilities, in dimensions and the location that have been agreed upon by the Grantor and the County and labeled as "Easement for Public and Private Utilities Purposes Hereby Granted Area = 492 SQ. FT." (herein **"Right of Way"**) on a plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Parcel "E-3", Part of the Former Estler M. Palmer Property, Formerly William H. Palmer Estate, D.B. 1373, PG. 444, Arlington County, Virginia",

BOX 15

WALKER TITLE
11781 LEE JACKSON MEMORIAL HWY.
SUITE 300
FAIRFAX, VIRGINIA 22033
A1300233.SS

Project: Columbia Pike Multi Modal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
RPC: 27001004
Address: 4140 Columbia Pike, Arlington, Virginia

V2

8+1 PLAT

prepared by Rice Associates, and approved by the Arlington County Subdivision and Bonds Administrator on December 4, 2017.

R-3 **WHEREAS**, the County Board of Arlington County, Virginia, desires to accept the conveyance of the above-described utilities easement.

JOINT USE UTILITY EASEMENT

NOW, THEREFORE, in consideration of the sum of Sixteen Thousand Seven Hundred Forty-two Dollars ($16,742.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, respectively their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easement as more particularly described herein (the **"Utilities Easement"**), which shall be subject to the terms and conditions of this Deed. The scope of the Easement as to each of the Grantees shall be as follows, and shall allow each Grantee to install the following facilities (the **"Utility Facilities"**):

1. **For County**. County shall have the right, within the Right of Way, to construct, install, reconstruct, operate, maintain, alter, and remove, above ground or underground, 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.

2. **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 Utilities Easement 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 Utilities Easement area shall be and shall remain the property of the respective Grantee that installed such part of the Utility Facilities or for whose benefit the Utility Facilities were installed. The

County will install the initial duct bank in which Dominion will install its own respective Utility Facilities. Upon the completion of the initial installation of the Utility Facilities, County and Dominion will accept ownership and maintenance responsibilities for the duct banks, or portions thereof, in which its respective Utility Facilities have been installed. No charges, other than any compensation agreed upon as consideration for the Utilities Easement, shall be made to either of the Grantees for the use of the Property for the Utilities Easement granted herein.

2. Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right-of-Way, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities as each deem advisable with respect to their Utility Facilities, without the prior consent of the Grantor.

3. Grantees shall have full and free use of the Right of Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Utilities Easement, 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 Utilities Easement, re-seeding, and/or re-sodding.

5. Grantees shall have the absolute right to assign, grant secondary easements in, or permit usage of the Utilities Easement, or portions thereof, for public and/or

private utilities, said assignment and usage to be only for the purposes set forth herein and subject to the limitations set forth herein.

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

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

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

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

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

COVENANTS REAL

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

FREE CONSENT

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

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:

BARCROFT NUMBER TEN, INCORPORATED

By: _____
Print Name: Thomas H. DeLashmutt
Title: President

STATE: VIRGINIA,
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 13 day of SEPTEMBER, 2019, by Thomas H. DeLashmutt as President of **Barcroft Number Ten, Incorporated,** Grantor.

Notary Public: _____
My Commission Expires: AUGUST 31, 2022
My Registration No.: 7364761

JUDITH ANDERSON
NOTARY PUBLIC
REGISTRATION #7364761
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2022

Project: Columbia Pike Multi Modal – Segment F – S. Oakland Street to S. Wakefield St.
Project #: DS39 (the "Project")
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Address: 4140 Columbia Pike, Arlington, Virginia

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easement herein conveyed is accepted this 19 day of November, 2017 on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board adopted on November 16, 2019.

By: _____

Name: Uri Arkin

Title: Real Estate Bureau Chief

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 19th day of November, 2019, by Uri Arkin, ~~County Manager~~ Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires: March 31, 2020

Notary Registration Number: 346474

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Project: Columbia Pike Multi Modal – Segment F – S. Oakland Street to S. Wakefield St.
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Address: 4140 Columbia Pike, Arlington, Virginia

VIRGINIA ELECTRIC AND POWER COMPANY:

By: _____

Name: Sean G. Stevens

Title: Authorized Representative

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

The foregoing instrument was acknowledged before me this 24th day of September, 2018 by Sean G. Stevens, Authorized Represented, on behalf of VIRGINIA ELECTRIC AND POWER COMPANY.

_____
Notary Public

My commission expires: May 31, 2022

Notary Registration Number: 184896

Kellee Hicks Lapallo
Notary Public
Commonwealth of Virginia
Reg. No. 184896

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COLUMBIA PIKE

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COMMONWEALTH OF VIRGINIA
WILLIAM S. LIPPY, JR
Lic. No. 2887
11-22-17
LAND SURVEYOR

GRAPHIC SCALE
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SCALE: 1" = 20'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 12-1-2017	APPROVED: 12-4-2017
Bruce Woodhams	Stan Hahn
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D. B. 1373, PG. 444
ARLINGTON COUNTY, VIRGINIA

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CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-27001004-60 REVISED.DWG			

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

PAOHCBCC-2021-0020

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

20210100023317
06/30/2021 01:11:27 PM 1/13
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
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Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

DEED OF UTILITIES EASEMENTS

This Deed Of Utilities Easements ("Deed") is made this 30th day of June, 2021, by **QUEBEC 172 ASSOCIATES, L.P.**, a Virginia Limited Partnership, ("Owner"), **Grantor, AND THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**"), **Grantee, VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**Dominion**"), **VERIZON VIRGINIA, LLC** , a Virginia limited liability company ("**Verizon**") (County, Dominion, and Verizon, each individually, "**Grantee**", and collectively, "**Grantees**"), **EVERETT M. GARDNER,** Virginia Housing Development Authority Trustee and Grantor, and the **VIRGINIA HOUSING DEVELOPMENT AUTHORITY,** a political subdivision of the Commonwealth of Virginia, Lender and Grantor.

RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded in Deed Book 3139 at Page 731 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:

> Parcel A of the Subdivision of Reinsch and Jesse's Addition to Alcova Heights as the same is duly dedicated, platted and recorded in Deed Book 1091, at page 228, among the land records of Arlington County, Virginia.

R-2. WHEREAS, Everett M. Gardner is the Virginia Housing Development Authority Trustee, and Virginia Housing Development Authority is the Lender under a Deed of Trust recorded among the Land Records in Deed Book 4660 at Page 1013 to secure an indebtedness owed by Quebec 172 Associates, L.P. to the Virginia Housing Development Authority.

R-3. WHEREAS, it is the desire of the Grantor, with the consent and approval of the Trustee(s) and Lender, as evidenced by their signatures hereon, to dedicate, grant and

TK#132771v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project #DS39 (the "Project")
RPC: 26026053
Address: 1000 S Quebec St, Arlington, Virginia

12+1PLAT

convey to the Grantees perpetual rights and easements on, over, under and across the Property for their respective public utilities and private utilities, and related utility facilities, in the dimension and locations that have been agreed upon by the Grantor and the County, and labeled as an easement for 399 square feet for an Easement for Public and Private Utilities Purposes Area #1, and an easement for 125 square feet for an Easement for Public and Private Utilities Purposes Area #2 (collectively, "Right of Way"), on a plat attached hereto and made a part hereof, entitled "**Plat Showing Various Easements on Parcel 'A' Reinsch and Jesse's Addition to Alcova Heights D.B. 1091, PG. 228 Arlington County, Virginia**" dated July 1, 2015 and revised March 28, 2019, approved by Arlington County Department of Environmental Services Division of Transportation, Subdivision and Bonds Acting Administrator on July 15, 2019, prepared by Rice Associates (the "Plat").

EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easements as more particularly described herein (collectively, the "Utilities Easements" or "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.

c. **For Verizon**. Verizon shall have the right, within the Right of Way, to install, construct, access, operate, maintain, repair, inspect, improve, relocate, alter, replace and remove communications systems consisting of such poles, fixtures, braces, guys, anchors, wires, aerial cables, pole-mounted cabinets, buried cables, buried wires, vaults, innerducts, conduits, duct banks, manholes, handholes, and related above-ground and below-ground facilities, including, but not limited to, posts, terminals, pedestals, location markers, equipment housings, electronic equipment housings, remote terminal units, cabinets, power generators, and other appurtenances for the purpose of providing communications services, including, but not limited to, telephone, cable television, video, data and high speed internet services, as Verizon may, in its reasonable discretion, from time to time require upon, under, across and over the Right of Way.

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

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

2. Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right of Way, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities within the Right of Way as each deem advisable with respect to its Utility Facilities, without the prior consent of the Grantor.

3. Grantees shall have full and free use of the Right of Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Easements, including the right of reasonable access to and from the Right of Way, and the right to use 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 make any changes to or erect any building or structure 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 restore, as nearly as possible, any damage or change caused on adjoining land 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 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, and the replacement or resurfacing of any paved or concrete areas, curbs and gutters.

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

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

7. Grantor covenants that Grantor is seized of the Property and has the right to convey the Easements, rights and privileges herein conveyed to Grantees and that Grantees shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easements; provided, however, that neither Grantees nor Grantor shall make any use of the Easements that are inconsistent with the terms of this Deed.

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

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

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

SUBORDINATION

The Trustee(s), by and with the consent of the Lender, as evidenced by the Lender's signature affixed to this Deed, do hereby acknowledge, agree, and consent that the liens of the Deeds of Trust are, and the same are, subordinated to each of the above described Utilities Easements and all rights granted by this Deed to the Grantee.

COVENANTS REAL

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

FREE CONSENT

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

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

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

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR:

QUEBEC 172 ASSOCIATES, L.P.,
a Virginia limited partnership

By: Quebec 172 Associates, LLC, a Virginia limited liability company, General Partner of Quebec 172 Associates, L.P.

By: Silverwood Associates, Inc., a Delaware corporation, Sole Member of Quebec 172 Associates, LLC

By: _____
Mark S. Silverwood, President

State of Texas
County of TRAVIS

This instrument was acknowledged before me on JUNE 25 2020 by **Mark S. Silverwood**, **President** of **Silverwood Associates, Inc.**, a **Delaware** corporation, on behalf of said corporation, acting in its capacity as the Sole Member of Quebec 172 Associates, LLC, a Virginia limited liability company, acting in its capacity as the General Partner of Quebec Associates, L.P., a Virginia limited partnership, Grantor.

(Personalized Seal)

_____
Notary Public's Signature

C JUSTIN RICH
Notary ID #132404076
My Commission Expires
March 13, 2024

TK#132771v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project #DS39 (the "Project")
RPC: 26026053
Address: 1000 S Quebec St, Arlington, Virginia

VIRGINIA HOUSING DEVELOPMENT AUTHORITY TRUSTEE:

Name: _____
EVERETT M. GARDNER,
TRUSTEE

State: Virginia
County: Henrico

The foregoing instrument was acknowledged before me on this 4th day of November, 2020, by **Everett M. Gardner**, Virginia Housing Development Authority Trustee.

Notary Public: Suzette Ali
My Commission expires: 01-31-2022
My Registration No.: 7801554

SUZETTE ALI
NOTARY PUBLIC
REG. #7801554
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2022

TK#132771v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project #DS39 (the "Project")
RPC: 26026053
Address: 1000 S Quebec St, Arlington, Virginia

LENDER:

VIRGINIA HOUSING DEVELOPMENT AUTHORITY

By: _____

Its: Authorized Officer

State: Virginia

County: Henrico

The foregoing instrument was acknowledged before me on this 2nd day of November, 2020, by Bennett Atwill, who is the Authorized Officer of the **Virginia Housing Development Authority,** Lender.

Notary Public: Suzette Ali

My Commission expires: 01-31-2022

My Registration No.: 7801554

SUZETTE ALI
NOTARY PUBLIC
REG. #7801554
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2022

TK#132771v2

Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project #DS39 (the "Project")

RPC: 26026053

Address: 1000 S Quebec St, Arlington, Virginia

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easements herein conveyed are accepted this 30th day of June, 2021 on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on June 12, 2021.

By: _____

Title: ~~County Manager~~ Acting Real Estate Bureau Chief

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 30th day of June, 2021, by Timothy D. O'Hora, ~~County Manager~~ Acting Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires: March 31, 2024

Notary Registration No.: 346474

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

APPROVED AS TO FORM:

_____
Acting COUNTY ATTORNEY

TK#132771v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project #DS39 (the "Project")
RPC: 26026053
Address: 1000 S Quebec St, Arlington, Virginia

DOMINION:
VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia

By: _____

Name: SHAUN REILLY

Title: MANAGER- SYSTEM DESIGN

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

The foregoing instrument was acknowledged before me this 21 day of APRIL, 2021 by SHAUN REILLY on behalf of VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia.

_____
Notary Public

My commission expires: 9.30.2024
Notary Registration Number: 7859752

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

TK#132771v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project #DS39 (the "Project")
RPC: 26026053
Address: 1000 S Quebec St, Arlington, Virginia

PAOHCBCC-2021-0020

VERIZON:
VERIZON VIRGINIA, LLC,
a Virginia limited liability company

By: _____

Name: Johnson Dike

Title: Manager - Network Engineering

STATE OF Virginia :
COUNTY OF Prince William : to-wit:

The foregoing instrument was acknowledged before me this 23 day of March, 2021 by Johnson Dike on behalf of VERIZON VIRGINIA, LLC.

_____
Notary Public

My commission expires: 12/31/2024
Notary Registration Number: 7891665

Chance Dakota Burroughs
NOTARY PUBLIC
REG. # 7891655
MY COMMISSION EXPIRES
12/31/2024
COMMONWEALTH OF VIRGINIA

TK#132771v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project #DS39 (the "Project")
RPC: 26026053
Address: 1000 S Quebec St, Arlington, Virginia

Temporary place holder
for oversized plat page(s)

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

20210100023316
06/30/2021 01:11:26 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

DEED OF EASEMENTS AND DEED OF TEMPORARY CONSTRUCTION EASEMENT

This DEED OF EASEMENT ("Deed") is made this 30th day of June, 2021, by **QUEBEC 172 ASSOCIATES, L.P.**, a Virginia Limited Partnership ("Owner"), **Grantor,** and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("County" or "Grantee"), and **EVERETT M. GARDNER,** Virginia Housing Development Authority Trustee and Grantor, and the **VIRGINIA HOUSING DEVELOPMENT AUTHORITY,** a political subdivision of the Commonwealth of Virginia, Lender and Grantor (together, the "Parties").

RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded in Deed Book 3139 at Page 731 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:

> Parcel A of the Subdivision of Reinsch and Jesse's Addition to Alcova Heights as the same is duly dedicated, platted and recorded in Deed Book 1091, at page 228, among the land records of Arlington County, Virginia.

R-2. WHEREAS, Everett M. Gardner is the Virginia Housing Development Authority Trustee, and Virginia Housing Development Authority is the Lender under a Deed of Trust recorded among the Land Records in Deed Book 4660 at Page 1013 to secure an indebtedness owed by Quebec 172 Associates, L.P. to the Virginia Housing Development Authority.

R-3. WHEREAS, it is the desire of the Grantor, with the consent and approval of the Trustee(s) and Lender, as evidenced by their signatures hereon, to dedicate, grant and

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Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026053
Address: 1000 S Quebec St, Arlington, Virginia

10 + PLAT

convey unto the County, an easement totaling 313 square feet for an easement for Public Sidewalk, Utilities, and Drainage Purposes ("Sidewalk Easement"), and to grant and convey to the County, 521 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 Parcel 'A' Reinsch and Jesse's Addition to Alcova Heights D.B. 1091, PG. 228 Arlington County, Virginia"** dated July 1, 2015 and revised March 28, 2019, approved by the Arlington County Department of Environmental Services Division of Transportation, Subdivision and Bonds Acting Administrator on July 15, 2019, 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 One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and convey unto the 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 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 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 (a) erect any building, structure or facility of a permanent nature on such adjoining land, or (b) use any portion of the adjoining land of the Grantor for staging or storage of equipment or material.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in 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 landscaping, shrubbery, the reseeding or resodding of lawns, and the replacement or resurfacing of any paved or concrete areas, curbs and gutters, 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 Sidewalk Easement area 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; provided, however, that neither the Grantee nor Grantor shall make any use of the easement areas which is inconsistent with the easement rights hereby granted.

TEMPORARY CONSTRUCTION EASEMENT

THE DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a Temporary Construction Easement, in the location and dimensions shown and designated on the Plat as "Temporary Construction Easement Hereby Granted" (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 landscaping, shrubbery, the reseeding or resodding of lawns, the replacement or resurfacing of any paved or concrete areas, curbs and gutters, and the replacement or repair of any structures, trees, or other hardscape or improvements damaged or removed by the County.

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; provided, however, that neither the County nor Grantor shall make any 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 that work on the Project commences as evidenced by a written notice from Grantee to Grantor not less than thirty (30) days prior to said date, and shall expire upon the earlier of: i) completion of the Project; ii) forty-eight months (48) after the date of recordation of this Deed; or iii) 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(s), as authorized to act by the Lender on the Deeds of Trust, as evidenced by their signatures affixed hereto, do hereby consent to and subordinate the liens of each Deed of Trust for which they are the Lender 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 Deeds of Trust to the Sidewalk Easement and the Temporary Construction Easement granted herein shall not otherwise affect the liens of each Deed of Trust, which remain in full force and effect.

COVENANTS REAL

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

FREE CONSENT

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

Grantor, with the consent and approval of the Lender and the Trustee(s), 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 following page(s).]

GRANTOR:

QUEBEC 172 ASSOCIATES, L.P.,
a Virginia limited partnership

By: Quebec 172 Associates, LLC, a Virginia limited liability company, General Partner of Quebec 172 Associates, L.P.

By: Silverwood Associates, Inc., a Delaware corporation, Sole Member of Quebec 172 Associates, LLC

By: _____
Mark S. Silverwood, President

State of Texas
County of TRAVIS

This instrument was acknowledged before me on 06.22.2020 by **Mark S. Silverwood, President** of **Silverwood Associates, Inc.**, a **Delaware** corporation, on behalf of said corporation, acting in its capacity as the Sole Member of Quebec 172 Associates, LLC, a Virginia limited liability company, acting in its capacity as the General Partner of Quebec Associates, L.P., a Virginia limited partnership, Grantor.

(Personalized Seal)

_____
Notary Public's Signature

C JUSTIN RICH
Notary ID #132404076
My Commission Expires
March 13, 2024

TK#132770v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026053
Address: 1000 S Quebec St, Arlington, Virginia

VIRGINIA HOUSING DEVELOPMENT AUTHORITY TRUSTEE:

Name: _____
EVERETT M. GARDNER,
TRUSTEE

State: Virginia
County: Henrico

The foregoing instrument was acknowledged before me on this 4th day of November, 2020, by **Everett M. Gardner**, Virginia Housing Development Authority Trustee.

Notary Public: Suzette Ali
My Commission expires: 01-31-2022
My Registration No.: 7801554

SUZETTE ALI
NOTARY PUBLIC
REG. #7801554
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2022

TK#132770v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
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Address: 1000 S Quebec St, Arlington, Virginia

LENDER:

VIRGINIA HOUSING DEVELOPMENT AUTHORITY

By: Bennett Atwill
Its: Authorized Officer

State: Virginia
County: Henrico

The foregoing instrument was acknowledged before me on this 2nd day of November, 2020, by Bennett Atwill, who is the Authorized Officer of the **Virginia Housing Development Authority,** Lender.

Notary Public: Suzette Ali
My Commission expires: 01-31-2022
My Registration No.: 7801554

SUZETTE ALI
NOTARY PUBLIC
REG. #7801554
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2022

TK#132770v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026053
Address: 1000 S Quebec St, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 30th day of June, 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 June 12, 2021.

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 D. O'Hora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 30th day of June, 2021.

Notary Public: Troy Harris
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

APPROVED AS TO FORM:

Acting COUNTY ATTORNEY

TK#132770v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026053
Address: 1000 S Quebec St, Arlington, Virginia

Temporary place holder
for oversized plat page(s)

PAOHCBCC - 2021-0019

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

20210100023315
06/30/2021 01:11:25 PM 1/13
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

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

DEED OF UTILITIES EASEMENTS

This Deed Of Utilities Easements ("Deed") is made this 30th day of June, 2021, by **QUEBEC 172 ASSOCIATES, L.P.**, a Virginia Limited Partnership, ("Owner"), **Grantor, AND THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**"), **Grantee, VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**Dominion**"), **VERIZON VIRGINIA, LLC** , a Virginia limited liability company ("**Verizon**") (County, Dominion, and Verizon, each individually, "**Grantee**", and collectively, "**Grantees**"), and **EVERETT M. GARDNER**, Virginia Housing Development Authority Trustee and Grantor, and the **VIRGINIA HOUSING DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia, Lender and Grantor.

RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded in Deed Book 3139 at Page 727 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:

> Parcel B, Reinsch and Jesse's Addition to Alcova Heights, as the same is duly dedicated, platted and recorded in Deed Book 1091 at Page 228 of the land records of Arlington County, Virginia (the "Property").

R-2. WHEREAS, Everett M. Gardner is the Virginia Housing Development Authority Trustee, and Virginia Housing Development Authority is the Lender under a Deed of Trust recorded among the Land Records in Deed Book 4660 at Page 1013 to secure an indebtedness owed by Quebec 172 Associates, L.P. to the Virginia Housing Development Authority.

TK#132772v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

12+1 PLAT

R-3. WHEREAS, it is the desire of the Grantor, with the consent and approval of the Trustee(s) and Lender, as evidenced by their signatures hereon, to dedicate, grant and convey to the Grantees perpetual rights and easements on, over, under and across the Property for their respective public utilities and private utilities, and related utility facilities, in an area of 568 square feet 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 Hereby Granted" ("Right of Way"), on a plat attached hereto and made a part hereof, entitled **"Plat Showing Various Easements on Parcel 'B' Reinsch and Jesse's Addition to Alcova Heights D.B. 1091, PG. 228 Arlington County, Virginia"** dated July 1, 2015 and revised April 2, 2019, approved by the Arlington County Department of Environmental Services Division of Transportation, Subdivision and Bonds Acting Administrator on July 15, 2019, prepared by Rice Associates (the "Plat").

EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easement as more particularly described herein (the "Utilities Easement" or "Easement") which shall be subject to the terms and conditions of this Deed. The scope of the Easement 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.

c. **For Verizon**. Verizon shall have the right, within the Right of Way, to install, construct, access, operate, maintain, repair, inspect, improve, relocate, alter, replace and remove communications systems consisting of such poles, fixtures, braces, guys, anchors, wires, aerial cables, pole-mounted cabinets, buried cables, buried wires, vaults, innerducts, conduits, duct banks, manholes, handholes, and related above-ground and below-ground facilities, including, but not limited to, posts, terminals, pedestals, location markers, equipment housings, electronic equipment housings, remote terminal units, cabinets, power generators, and other appurtenances for the purpose of providing communications services, including, but not limited to, telephone, cable television, video, data and high speed internet services, as Verizon may, in its reasonable discretion, from time to time require upon, under, across and over the Right of Way.

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

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

2. Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right of Way, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities within the Right of Way as each deem advisable with respect to its Utility Facilities, without the prior consent of the Grantor.

3. Grantees shall have full and free use of the Right of Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Easements, including the right of reasonable access to and from the Right of Way through, over and across the public rights of way of Columbia Pike and South Quebec Street only. Grantees shall under no circumstances have any right to erect any building or structure or store materials on any land outside the boundaries of the Right of Way. Each Grantee shall repair damage to the Right of Way and shall make reasonable repairs or replacements to restore, as nearly as possible, any damage or change caused on adjoining land 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 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 all landscaping and_shrubbery that is not interfering with the Easements, re-seeding and/or re-sodding, and the replacement or resurfacing of any paved or concrete areas, curbs and gutters.

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

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

7. Grantor covenants that Grantor is seized of the Property and has the right to convey the Easements, rights and privileges herein conveyed to Grantees and that Grantees shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easements; provided, however, and neither Grantees nor Grantor shall make any use of the Easements that are inconsistent with the terms of this Deed.

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

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

10. Grantor and each Grantee shall each conduct its operations within the Right of Way in a manner that does not materially interfere with or is otherwise inconsistent with the other easements, rights of way or interests in land owned or reserved by Grantor or acquired hereunder by the other Grantees. After initial installation of the Utility Facilities pursuant to the Columbia Pike Street Improvement Plans approved by all

Grantees, any future installation, construction, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion, or additions of Utility Facilities within the Right of Way ("Future Work") by any Grantee shall not require the approval of any of the other Grantees provided that the Future Work shall comply with all applicable clearance requirements including the requirements of the National Electric Safety Code and the clearance requirements of the Grantees. For any and all Future Work the burden of complying with the applicable clearance requirements shall be borne by the Grantee that is performing the Future Work provided that the other Grantees shall, upon written request with reasonable notice, provide a copy of their clearance requirements to the other Grantees for review.

SUBORDINATION

The Trustee(s), by and with the consent of the Lender, as evidenced by the Lender's signature affixed to this Deed, do hereby acknowledge, agree, and consent that the liens of the Deeds of Trust are, and the same are, subordinated to each of the above described Utilities Easements and all rights granted by this Deed to the Grantee.

COVENANTS REAL

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

FREE CONSENT

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

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

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

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR:

QUEBEC 172 ASSOCIATES, L.P.,
a Virginia limited partnership

By: Quebec 172 Associates, LLC, a Virginia limited liability company, General Partner of Quebec 172 Associates, L.P.

By: Silverwood Associates, Inc., a Delaware corporation, Sole Member of Quebec 172 Associates, LLC

By: _____
Mark S. Silverwood, President

State of Texas
County of TRAVIS

This instrument was acknowledged before me on JUNE 25 2020 by **Mark S. Silverwood**, **President** of **Silverwood Associates, Inc.**, a **Delaware** corporation, on behalf of said corporation, acting in its capacity as the Sole Member of Quebec 172 Associates, LLC, a Virginia limited liability company, acting in its capacity as the General Partner of Quebec Associates, L.P., a Virginia limited partnership, Grantor.

(Personalized Seal)

_____

Notary Public's Signature

C JUSTIN RICH
Notary ID #132404076
My Commission Expires
March 13, 2024

TK#132773v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

VIRGINIA HOUSING DEVELOPMENT AUTHORITY TRUSTEE:

Name: _____
EVERETT M. GARDNER,
TRUSTEE

State: Virginia
County: Henrico

The foregoing instrument was acknowledged before me on this 4Th day of November, 2020, by **Everett M. Gardner**, Virginia Housing Development Authority Trustee.

Notary Public: Suzette Ali
My Commission expires: 01-31-2022
My Registration No.: 7801554

SUZETTE ALI
NOTARY PUBLIC
REG. #7801554
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2022

TK#132772v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

LENDER:

VIRGINIA HOUSING DEVELOPMENT AUTHORITY

By: Bennett Atwill
Its: Authorized Officer

State: Virginia
County: Henrico

The foregoing instrument was acknowledged before me on this 2nd day of November, 2020, by Bennett Atwill, who is the Authorized Officer of the **Virginia Housing Development Authority,** Lender.

Notary Public: Suzette Ali
My Commission expires: 01-31-2022
My Registration No.: 7801554

SUZETTE ALI
NOTARY PUBLIC
REG. #7801554
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2022

TK#132772v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easements herein conveyed are accepted this 30th day of June, 2021 on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on June 12, 2021.

By: _____

Title: ~~County Manager~~ Acting Real Estate Bureau Chief

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 30th day of June, 2021, by Timothy D. O'Hora, ~~County Manager~~ Acting Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.

_____
Notary Public

My commission expires: March 31, 2024

Notary Registration No.: 346474

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

APPROVED AS TO FORM:

_____
Acting COUNTY ATTORNEY

TK#132772v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

DOMINION:
VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia

By: _____

Name: SHAUN PEILLY

Title: MANAGER SYSTEM DESIGN

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

The foregoing instrument was acknowledged before me this 21 day of APRIL, 2021 by SHAUN PEILLY on behalf of VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia.

_____
Notary Public

My commission expires: 9.30.2024
Notary Registration Number: 7859752

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

TK#132772v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

PAOH CB CC - 2021-021

VERIZON:
VERIZON VIRGINIA, LLC, a Virginia limited liability company

By: _____

Name: Johnson Dike

Title: Manager Network Engineering

STATE OF Virginia :
COUNTY OF Prince William : to-wit:

The foregoing instrument was acknowledged before me this 23 day of March, 2021 by Johnson Dike on behalf of VERIZON VIRGINIA, LLC, a Virginia limited liability company.

_____
Notary Public

My commission expires: 12/31/2024
Notary Registration Number: 7891665

Chance Dakota Burroughs
NOTARY PUBLIC
REG. # 7891665
MY COMMISSION EXPIRES
12/31/2024
COMMONWEALTH OF VIRGINIA

TK#132772v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

Temporary place holder
for oversized plat page(s)

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

2021010023314
06/30/2021 01:11:24 PM 1/12
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

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

DEED OF EASEMENTS AND DEED OF TEMPORARY CONSTRUCTION EASEMENT

This DEED OF EASEMENT ("Deed") is made this 30th day of June, 2021, by **QUEBEC 172 ASSOCIATES, L.P.**, a Virginia Limited Partnership ("Owner"), **Grantor,** and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("County" or "Grantee"), and **EVERETT M. GARDNER,** Virginia Housing Development Authority Trustee and Grantor, and the **VIRGINIA HOUSING DEVELOPMENT AUTHORITY,** a political subdivision of the Commonwealth of Virginia, Lender and Grantor (together, the "Parties").

RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded in Deed Book 3139 at Page 727 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:

> Parcel B, Reinsch and Jesse's Addition to Alcova Heights, as the same is duly dedicated, platted and recorded in Deed Book 1091 at Page 228 of the land records of Arlington County, Virginia (the "Property").

R-2. WHEREAS, Everett M. Gardner is the Virginia Housing Development Authority Trustee, and Virginia Housing Development Authority is the Lender under a Deed of Trust recorded among the Land Records in Deed Book 4660 at Page 1013 to secure an indebtedness owed by Quebec 172 Associates, L.P. to the Virginia Housing Development Authority.

R-3. WHEREAS, it is the desire of the Grantor, with the consent and approval of the Trustee and Lender, as evidenced by their signatures hereon, to dedicate, grant and convey unto the County, an easement totaling 953 square feet for an Easement for Public Sidewalk,

TK#132773v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

11+1 PLAT

Utilities, and Drainage Purposes ("Sidewalk Easement"), and to grant and convey to the County 6,699 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 Parcel 'B' Reinsch and Jesse's Addition to Alcova Heights D.B. 1091, PG. 228 Arlington County, Virginia"** dated July 1, 2015 and revised April 2, 2019, approved by the Arlington County Department of Environmental Services Division of Transportation, Subdivision and Bonds Acting Administrator on July 15, 2019, 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 One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and convey unto the 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 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 Easement, including 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 County to (a) erect any building, structure or facility of a permanent nature on such adjoining land, or (b) use any portion of the adjoining land of the Grantor for staging or storage of equipment or material.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in 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 landscaping and shrubbery, the reseeding or resodding of lawns, and the replacement or resurfacing of any paved

or concrete areas, curbs and gutters, 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 Sidewalk Easement area 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; provided, however, that neither the Grantee nor Grantor shall make any use of the easement areas which is inconsistent with the easement rights hereby granted.

TEMPORARY CONSTRUCTION EASEMENT

THE DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a Temporary Construction Easement, in the location and dimensions shown and designated on the Plat as "Temporary Construction Easement Hereby Granted" (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 the right to use 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 from the public right of way of Columbia Pike; provided, however, that 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 any 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 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 landscaping and shrubbery, the reseeding or resodding of lawns, the replacement or resurfacing of any paved or concrete areas, curbs and gutters, and the replacement or repair of any structures, trees, or other hardscape or improvements damaged or removed by the County.

3. The County acknowledges that the Temporary Construction Easement area includes the parking area for the Grantor's tenants. The plan attached hereto as "Exhibit A", entitled "Columbia Pike Street Improvement Project, Easement Exhibit Plan, Quebec 172 Associates LP, % Silverwood Assoc, 4010 Columbia Pike," dated April 15, 2020 and prepared by Kimley Horn, includes construction notes on the regrading and resurfacing of the parking area as agreed by the County, including the provision by the County of temporary on-street parking in the public right of way adjacent to the Property for the use of Grantor's tenants in order to minimize the disruption caused by the project.

4. 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.

5. Grantor covenants that Grantor is seized of and has the right to convey the Temporary Construction Easement; provided, however, that neither the County nor Grantor shall make any use of the Temporary Easement area that is inconsistent with the Temporary Construction Easement and the associated rights hereby conveyed.

6. The Temporary Construction Easement conveyed by this document shall commence upon the date that work on the Project commences as evidenced by a written notice from the County to Grantor not less than thirty (30) days prior to said date, and shall expire upon the earlier of: i) completion of the Project; ii) forty-eight months (48) after the date of recordation of this Deed; or iii) an earlier date if Grantor is so notified in writing by the County.

SUBORDINATION

FURTHER WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee(s), as authorized to act by

the Lender on the Deeds of Trust, as evidenced by their signatures affixed hereto, do hereby consent to and subordinate the liens of each Deed of Trust for which they are the Lender 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 Deeds of Trust to the Sidewalk Easement and the Temporary Construction Easement granted herein shall not otherwise affect the liens of each Deed of Trust, which remain in full force and effect.

COVENANTS REAL

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

FREE CONSENT

This Deed is made with the free consent and in accordance with the desire of the undersigned Grantor, and with the Lender and Trustee(s) executing solely in their consent capacity, as holder of security interests 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 Lender and the Trustee(s), 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:

QUEBEC 172 ASSOCIATES, L.P.,
a Virginia limited partnership

By: Quebec 172 Associates, LLC, a Virginia limited liability company, General Partner of Quebec 172 Associates, L.P.

By: Silverwood Associates, Inc., a Delaware corporation, Sole Member of Quebec 172 Associates, LLC

By: _____
Mark S. Silverwood, President

State of Texas
County of TRAVIS

This instrument was acknowledged before me on JUNE 25 2020 by **Mark S. Silverwood**, **President** of **Silverwood Associates, Inc.**, a **Delaware** corporation, on behalf of said corporation, acting in its capacity as the Sole Member of Quebec 172 Associates, LLC, a Virginia limited liability company, acting in its capacity as the General Partner of Quebec Associates, L.P., a Virginia limited partnership, Grantor.

(Personalized Seal)

_____
Notary Public's Signature

C JUSTIN RICH
Notary ID #132404076
My Commission Expires
March 13, 2024

TK#132772v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

VIRGINIA HOUSING DEVELOPMENT AUTHORITY TRUSTEE:

Name: _____
EVERETT M. GARDNER,
TRUSTEE

State: Virginia
County: Henrico

The foregoing instrument was acknowledged before me on this 4TH day of November, 2020, by **Everett M. Gardner**, Virginia Housing Development Authority Trustee.

Notary Public: Suzette Ali
My Commission expires: 01-31-2022
My Registration No.: 7801554

SUZETTE ALI
NOTARY PUBLIC
REG. #7801554
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2022

TK#132773v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

LENDER:

VIRGINIA HOUSING DEVELOPMENT AUTHORITY

By: _____

Its: Authorized Officer

State: Virginia

County: Henrico

The foregoing instrument was acknowledged before me on this 2nd day of November, 2020, by Bennett Atwill, who is the Authorized Officer of the **Virginia Housing Development Authority,** Lender.

Notary Public: Suzette Ali

My Commission expires: 01-31-2022

My Registration No.: 7801554

SUZETTE ALI
NOTARY PUBLIC
REG. #7801554
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2022

TK#132773v2

Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")

RPC: 26026051

Address: 4010 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 30th day of June, 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 June 12, 2021.

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

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Timothy D. O'Hora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 30th day of June, 2021.

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

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

APPROVED AS TO FORM:

_____
Acting COUNTY ATTORNEY

TK#132773v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026051
Address: 4010 Columbia Pike, Arlington, Virginia

GRAPHIC SCALE IN FEET
0 12.5 25 50
(HORIZONTAL SCALE)

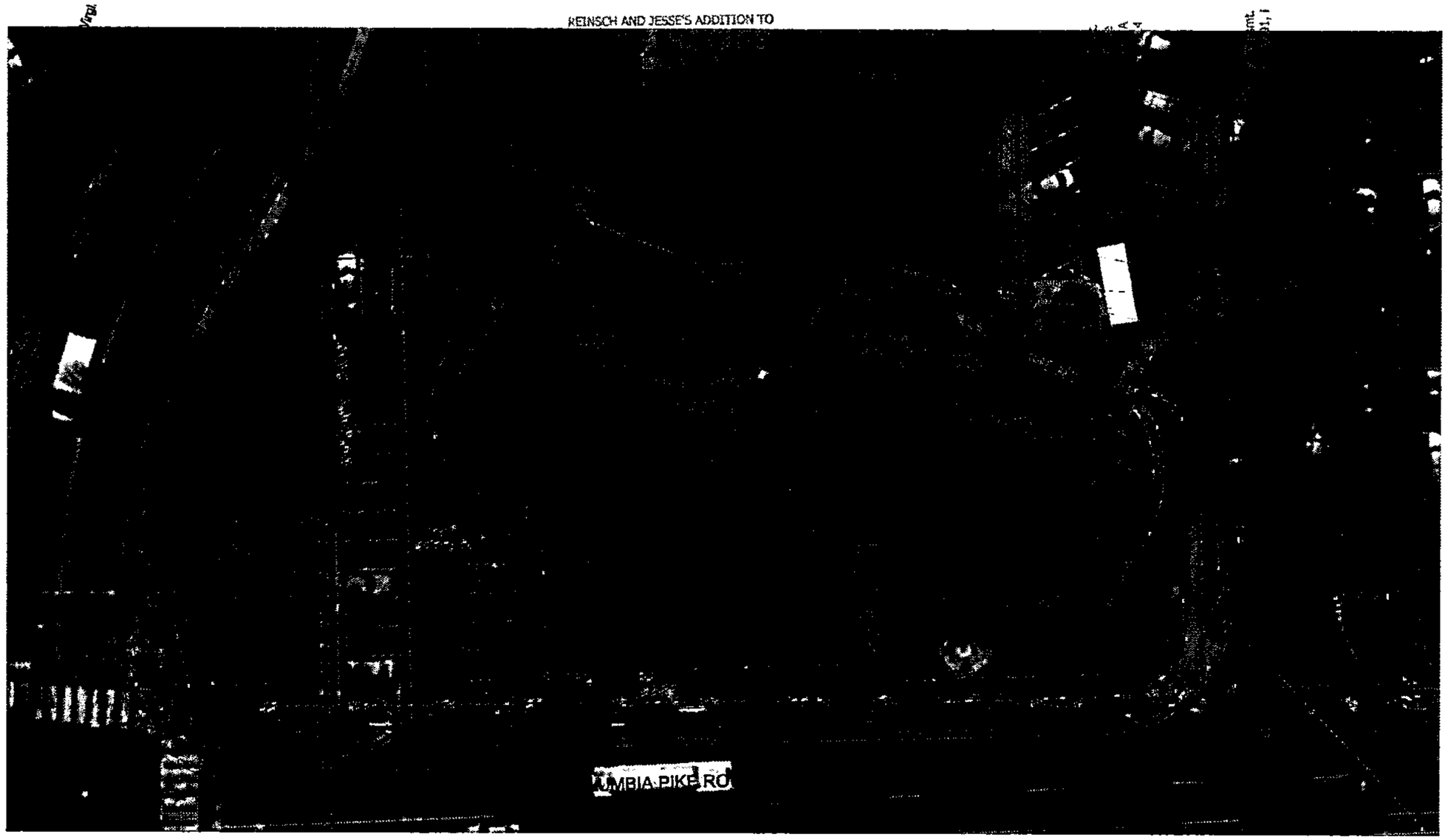
EXHIBIT A

DRAFT
JANUARY 2020

Construction Notes:

- Temporary parking spaces will be provided along S. Quebec Street while the Quebec Apartments parking lot is under construction.
- The existing bus stop, shelter and bus pad will be removed. This area will be re-graded and sod will be installed.
- The stairway near the existing bus stop will be removed and replaced to allow for a smooth transition of the grading.
- The County's contractor for this project shall located the irrigation system located on this property and work with County staff and the property owner on protecting this system or relocating as necessary should there be construction conflicts.
- Ilex cornuta "Rotunda" Dwarf Chinese Holly (shrubs) will be installed behind the proposed sidewalk between S. Quebec Street and the Western Property Line.

AERIAL VIEW



LEGEND

- PROPOSED EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES
- PROPERTY LINE

ARLINGTON
VIRGINIA

DEPARTMENT OF
ENVIRONMENTAL SERVICES

Transportation Division
Transportation Planning Bureau
2100 Clarendon Boulevard, Suite 900
Arlington, VA 22201
Phone: 703 228 3629
Fax: 703 228 3606

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
Quebec 172 Associates LP
% Silverwood Assoc
4010 Columbia Pike

Designed:
Drawn:
Checked:
Miss Utility Transmittal #:

Filename: 010037-Easements-52-109.dwg
Path:
Plotted: April 15, 2020
Plotted by: olivia.decarlo

Scale: Hor. 1" 25'

Sheet
1 of 1

Temporary place holder
for oversized plat page(s)

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

20210100023313
06/30/2021 01:11:23 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

DEED OF EASEMENTS AND DEED OF TEMPORARY CONSTRUCTION EASEMENT

This DEED OF EASEMENT ("Deed") is made this 30th day of June, 20 21, by **QUEBEC 172 ASSOCIATES, L.P.**, a Virginia limited partnership ("Owner"), **Grantor,** and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("County" or "Grantee"), and **EVERETT M. GARDNER,** Virginia Housing Development Authority Trustee and Grantor, and the **VIRGINIA HOUSING DEVELOPMENT AUTHORITY,** a political subdivision of the Commonwealth of Virginia, Lender and Grantor (together, the "Parties").

RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded in Deed Book 3139 at Page 727 among the land records of Arlington County, Virginia ("Land Records"), the Grantor is the owner of certain real property, situate and located in Arlington County, Virginia, and being more particularly described as follows:

> Beginning at a point in the southerly line of Columbia Pike (Route 244) said point being the northerly corner of Parcel B, Reinsch and Jesse's Addition to Alcova Heights, thence running with said line of Columbia Pike N 71 degrees 16' 35" E. 27.88 ft. to the P.C. of a curve to the right; thence departing from said line of Columbia Pike and running 41.17 ft. along the arc of said curve which has a radius of 26.39 ft. and a chord which bears S 64 degrees 01' 30" E 37.12 ft. to the P.C.C. of another curve to the right, said point being in the westerly line of South Quincy Street; thence running with said line of South Quincy Street 111.87 ft. along the arc of said curve which has a radius of 175.00 ft. and a chord which bears S 1 degree 00' 45" E 109.98 ft. to the P.R.C. of a curve to the left; thence continuing with said line of South Quincy Street 36. 76 ft. along the arc of said curve which has a radius of 225.00 ft. and a chord which bears S 12 degrees 37' 14" W 36.72 ft. to a point in the easterly line of Parcel C aforementioned Reinsch and

TK#132774v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026052
Address: Designated as RPC 26026052

Jesse's Addition to Alcova Heights; thence running with the Easterly line of Parcel C and B N 19 degrees 19' 35" W 162.25 ft. to the point of beginning containing 6,039 sq. ft. (the "Property").

R-2. WHEREAS, Everett M. Gardner is the Virginia Housing Development Authority Trustee, and Virginia Housing Development Authority is the Lender under a Deed of Trust recorded among the Land Records in Deed Book 4660 at Page 1013 to secure an indebtedness owed by Quebec 172 Associates, L.P. to the Virginia Housing Development Authority.

R-3. WHEREAS, it is the desire of the Grantor, with the consent and approval of the Trustee(s) and Lender, as evidenced by their signatures hereon, to dedicate, grant and convey unto the County, an easement totaling 308 square feet for an easement for Public Sidewalk, Utilities, and Drainage Purposes ("Sidewalk Easement"), and to grant and convey to the County, 1,135 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 Original Property of Elizabeth W. Hall D.B. 331, PG. 168 Arlington County, Virginia"** dated July 1, 2015 and revised March 28, 2019, approved by the Arlington County Department of Environmental Services Division of Transportation, Subdivision and Bonds Acting Administrator on July 15, 2019, 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 One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and convey unto the 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 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 Easement, including 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 (a) erect any building, structure or facility of a permanent nature on such adjoining land, or (b) use any portion of the adjoining land of the Grantor for staging or storage of equipment or material.

2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in 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 landscaping, shrubbery and the reseeding or resodding of lawns, and the replacement or resurfacing of any paved or concrete areas, curbs and gutters, 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 Sidewalk Easement area 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; provided, however, that neither the County nor Grantor shall make any use of the easement areas which is inconsistent with the easement rights hereby granted.

TEMPORARY CONSTRUCTION EASEMENT

THE DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a Temporary Construction Easement, in the location and dimensions shown and designated on the Plat as "Temporary Construction Easement Hereby Granted" (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 landscaping, shrubbery, the reseeding or resodding of lawns, the replacement or resurfacing of any paved or concrete areas, curbs and gutters, and the replacement or repair of any structures, trees, or other hardscape or improvements damaged or removed by the County.

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; provided, however, that neither the County nor Grantor shall make any 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 that work on the Project commences as evidenced by a written notice from Grantee to Grantor not less than thirty (30) days prior to said date, and shall expire upon the earlier of: i) completion of the Project; ii) forty-eight months (48) after the date of recordation of this Deed; or iii) 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(s), as authorized to act by the Lender on the Deeds of Trust, as evidenced by their signatures affixed hereto, do hereby consent to and subordinate the liens of each Deed of Trust for which they are the Lender 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 Deeds of Trust to the Sidewalk Easement and the Temporary Construction Easement granted herein shall not otherwise affect the liens of each Deed of Trust, which remain in full force and effect.

COVENANTS REAL

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

FREE CONSENT

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

Grantor, with the consent and approval of the Lender and the Trustee(s), 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:

QUEBEC 172 ASSOCIATES, L.P.,
a Virginia limited partnership

By: Quebec 172 Associates, LLC, a Virginia limited liability company, General Partner of Quebec 172 Associates, L.P.

By: Silverwood Associates, Inc., a Delaware corporation, Sole Member of Quebec 172 Associates, LLC

By: _____
Mark S. Silverwood, President

State of Texas
County of TRAVIS

This instrument was acknowledged before me on 06.22.2020 by **Mark S. Silverwood**, **President** of **Silverwood Associates, Inc.**, a **Delaware** corporation, on behalf of said corporation, acting in its capacity as the Sole Member of Quebec 172 Associates, LLC, a Virginia limited liability company, acting in its capacity as the General Partner of Quebec Associates, L.P., a Virginia limited partnership, Grantor.

(Personalized Seal)

_____
Notary Public's Signature

C JUSTIN RICH
Notary ID #132404076
My Commission Expires
March 13, 2024

TK#132774v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026052
Address: Designated as RPC 26026052

VIRGINIA HOUSING DEVELOPMENT AUTHORITY TRUSTEE:

Name: _____
EVERETT M. GARDNER,
TRUSTEE

State: Virginia
County: Henrico

The foregoing instrument was acknowledged before me on this 4th day of November, 2020, by **Everett M. Gardner**, Virginia Housing Development Authority Trustee.

Notary Public: Suzette Ali
My Commission expires: 01-31-2022
My Registration No.: 7801554

SUZETTE ALI
NOTARY PUBLIC
REG. #7801554
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2022

TK#132774v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026052
Address: Designated as RPC 26026052

LENDER:

VIRGINIA HOUSING DEVELOPMENT AUTHORITY

By: _____

Its: _____

State: Virginia
County: Henrico

The foregoing instrument was acknowledged before me on this 2nd day of November, 2020, by Bennett Atwill, who is the Authorized Offican of the **Virginia Housing Development Authority,** Lender.

Notary Public: Suzette Ali
My Commission expires: 01-31-2022
My Registration No.: 7801554

SUZETTE ALI
NOTARY PUBLIC
REG. #7801554
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JANUARY 31, 2022

TK#132774v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026052
Address: Designated as RPC 26026052

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 30th day of June, 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 June 12, 2021.

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

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Timothy D. O'Hora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 30th day of June, 2021.

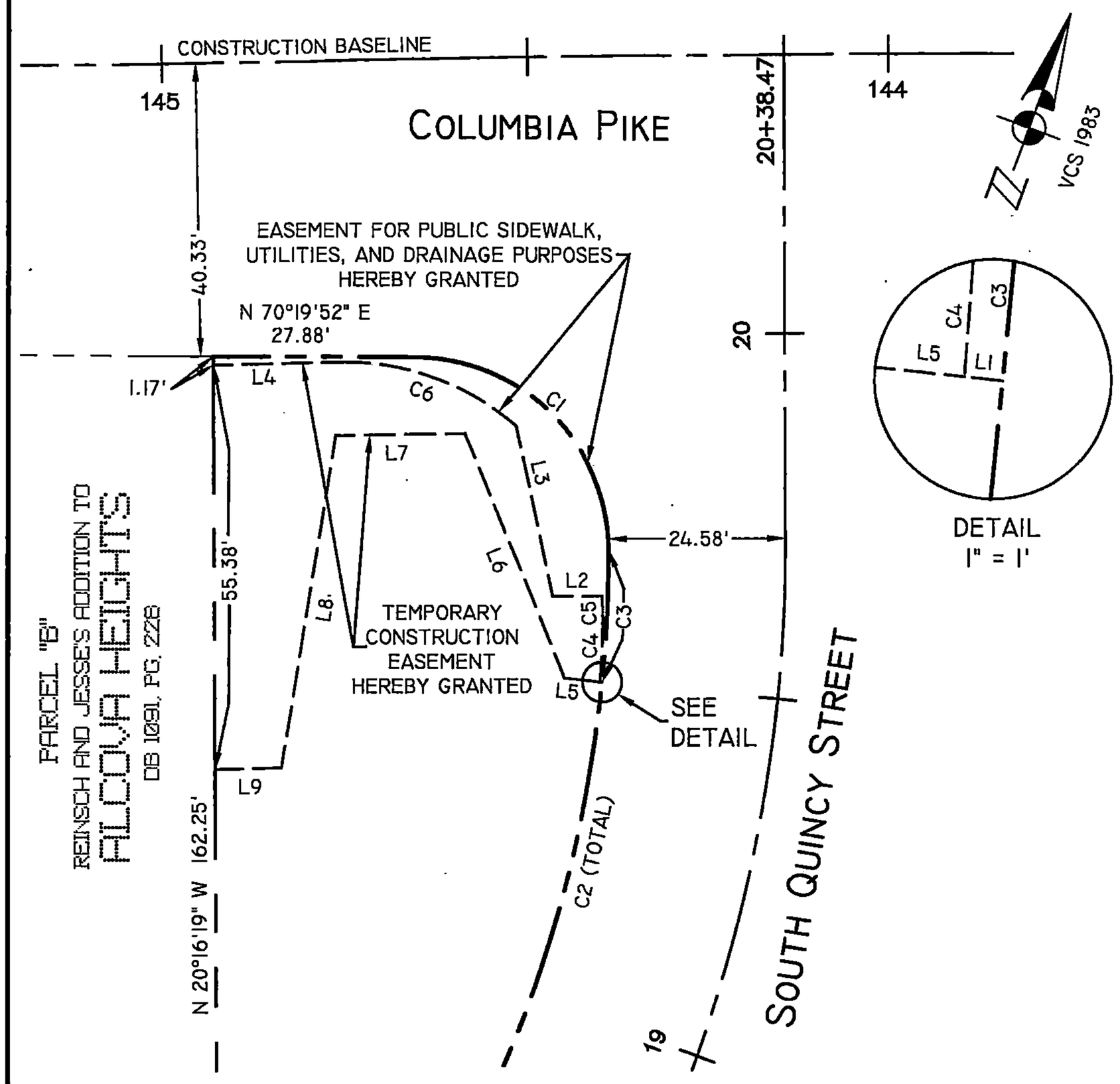
Notary Public: _____
My Commission expires: March 31, 2024
My Registration No.: 346474

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

APPROVED AS TO FORM:

_____
Acting COUNTY ATTORNEY

TK#132774v2
Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 26026052
Address: Designated as RPC 26026052



MATCH LINE

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): QUEBEC 172 ASSOCIATES, L.P. - DEED BOOK 3139 PAGE 727.
6. PROPERTY ADDRESS: NOT ASSIGNED.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 73-11 AS REAL PROPERTY CODE (RPC) NUMBER: 26026052.

VCS 1983

EASEMENT AREA TABULATIONS

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES	308 SQ. FT.
TEMPORARY CONSTRUCTION EASEMENT	1,135 SQ. FT.

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	26.39'	41.17'	S64°58'13"E	37.12'	89°23'03"	26.11'
C2	175.00'	111.87'	S01°57'28"E	109.98'	36°37'36"	57.92'
C3	175.00'	18.14'	S17°18'05"E	18.13'	5°56'23"	9.08'
C4	124.79'	8.30'	N17°25'50"W	8.30'	3°48'39"	4.15'
C5	35.00'	3.45'	N22°10'29"W	3.45'	5°38'54"	1.73'
C6	35.00'	25.76'	S89°59'30"W	25.18'	42°10'07"	13.49'

LINE TABLE		
LABEL	BEARING	DISTANCE
L1	S75°53'18"W	0.27'
L2	S69°53'28"W	6.85'
L3	N32°08'22"W	23.88'
L4	S68°54'25"W	17.70'
L5	S75°53'18"W	5.00'
L6	N42°01'28"W	36.12'
L7	S68°54'25"W	17.49'
L8	S10°31'46"E	46.12'
L9	S68°41'34"W	9.14'

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
7-3-19
LAND SURVEYOR

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 7-12-2019	APPROVED: 7-15-2019
PLAT EXAMINER	SUBDIVISION AND BONDS ADMINISTRATOR (ACTING)

GRAPHIC SCALE

20 0 20

SCALE: 1" = 20'

MATCH LINE

PLAT SHOWING
VARIOUS EASEMENTS ON
PART ORIGINAL PROPERTY OF

ELIZABETH W. HALL

D. B. 331, PG. 168
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 20'	DRAWN BY:KLT	CHECKED BY:LS	DATE : 7-01-15

REVISED: 03-28-19

CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-26026053-58B REVISED.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

20200100009770
05/07/2020 11:02:57 AM 1/13
Doc Type: LREASEMENT;
Arlington County Clerk
Paul Ferguson, Clerk
Grantor Tax: $.00
State Tax: $.00
Recording Fee:$.00

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

DEED OF EASEMENTS, TEMPORARY CONSTRUCTION EASEMENT AND CONSTRUCTION AGREEMENT

This DEED OF EASEMENT ("Deed") is made this 6 day of May, 2020, by **UNIT OWNERS OF TANGLEWOOD CONDOMINIUM** ("**Owner**"), Grantor, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**County**" or "**Grantee**") (together, the "Parties").

RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded in Deed Book 2040 at Page 1547 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:

> Unit Owners of Tanglewood Condominium, each as to undivided interest therein. AND BEING the same property acquired by virtue of instrument recorded in Deed Book 2037, at Page 842 and Deed Book 2037, Page 844 to Tanglewood Associates. Submitted to Tanglewood Condominium in Deed Book 2040, Page 1547. (the "Property");

R-2. WHEREAS, it is the desire of the Grantor to grant and convey unto the County: (1) Easement for Public Sidewalk Utilities and Drainage Purposes Hereby Granted Area = 101

Project: Columbia Pike (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 23034144
Address: 4241 Columbia Pike, Arlington, VA

12+1
PLAT

SQ. FT.; (2) Easement for Retaining Wall Purposes Hereby Granted Area = 84 SQ. FT.; (3) Easement for Retaining Wall Purposes Hereby Granted Area = 215 SQ. FT.; and (4) Temporary Construction Easement Hereby Granted Area = 1,520 SQ. FT.; all as hereinafter set forth, described and shown on a plan entitled **"Plat Showing Various Easements on Tanglewood Condominium, D.B. 2040, PG. 1547, Arlington County, Virginia"** dated March 31, 2017 and last revised June 27, 2018, approved by Arlington County Department of Environmental Services Division of Transportation, Subdivision and Bonds Administrator on January 8, 2019, prepared by Rice Associates (the "Plat"), and is attached hereto and made a part hereof.

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES

THIS DEED WITNESSETH, in consideration of the sum of Two Thousand Six Hundred Dollars ($2,600), 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 Area = 101 SQ. FT. " in the location and dimensions shown on the Plat (the "Sidewalk Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present and future public sidewalks, public and private utilities, and drainage facilities and structures, including accessories and appurtenances thereto, within the area of said Sidewalk

Project: Columbia Pike (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 23034144
Address: 4241 Columbia Pike, Arlington, VA

Easement, and for such other purposes as are incidental and related thereto. The aforesaid Easement is subject to the following terms and conditions.

1. The County and its agents shall have full and free use of the said Sidewalk Easement area for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Easement, including the right of access across the Property to and from the Easement area, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building or structure. The County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.
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. The Grantor covenants that Grantor is seized of and has the right to convey the said Sidewalk Easement, and that Grantor shall make no use of the easement areas which is inconsistent with the easement rights hereby granted.

EASEMENTS FOR RETAINING WALL PURPOSES

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Nine Thousand Six Hundred Dollars ($9,600), 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 create, grant and convey unto the County, its successors and assigns, Easements for Retaining Wall Purposes, in the locations and dimensions shown and designated on the Plat as (1) Easement for Retaining Wall Purposes Hereby Granted Area = 84 SQ. FT.; and (2) Easement for Retaining Wall Purposes Hereby Granted Area = 215 SQ. FT.(collectively, both called "Retaining Wall Easements"), on, under, across and through the Property for the purpose of installation, construction, maintenance, removal, repair, reconstruction, replacement and relocation of a retaining wall and appurtenant facilities within the Retaining Wall Easement Area. The Retaining Wall Easements are subject to the following terms and conditions:

1. All retaining walls and appurtenant facilities which are installed in the Retaining Wall Easements shall be and remain the property of the County, its successors and assigns.

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

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Retaining Wall Easements being conveyed, deemed by it to interfere with the proper and efficient construction of the Facilities; provided, however, that the County at its own expense shall

restore, as nearly as possible, the premises and any adjoining land used by the County to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns.

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

5. The Grantor covenants that the Grantor is seized of and has the right to convey the Retaining Wall Easements, and the Grantor shall make no use of the Retaining Wall Easements that is inconsistent with the easement rights hereby granted.

TEMPORARY CONSTRUCTION EASEMENT AND CONSTRUCTION AGREEMENT

THE DEED FURTHER WITNESSETH, that in consideration of the sum of Fifty-Seven Thousand Nine Hundred Dollars ($57,900), 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 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 Area = 1,520 SQ. FT. " 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, retaining walls, public and private utilities and drainage facilities, a retaining wall, 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 for access only: provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easement or on such adjoining lands. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or

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

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

3. The Grantor reserves the right to make any use of the Temporary Construction Easement 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 which 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.

COVENANTS REAL

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

FREE CONSENT

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

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

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easements.

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

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

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

The recitals are incorporated into this Deed.

WITNESS the following signature(s):

[Signatures appear on the following page(s)]

Project: Columbia Pike (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 23034144
Address: 4241 Columbia Pike, Arlington, VA

GRANTOR:

UNIT OWNERS OF TANGLEWOOD CONDOMINIUM

By: _____

Its: PRESIDENT

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 18th day of March, 2020, by Brandon Audap, who is the President of **Unit Owners of Tanglewood Condominium,** Grantor.

Notary Public: _____
My Commission expires: March 31, 2020
My Registration No.: 346474

TROY CORDEL HARRIS
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2020
Commission ID# 346474

Project: Columbia Pike (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 23034144
Address: 4241 Columbia Pike, Arlington, VA

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 6th day of May, 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 April 25, 2020.

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 Tim O'Hora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 6th day of May, 2020.

Notary Public: _____
My Commission expires: 6/30/2020
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 (Route 244), Multimodal Street Improvements, South Oakland Street to South Wakefield Street
Project #: DS39 (the "Project")
RPC: 23034144
Address: 4241 Columbia Pike, Arlington, VA

(1)

LAUREL GREEN,
A TOWNHOUSE CONDOMINIUM
DB 1949, PG. 1676

N 67°45'31" E 212.00'

TANGLEWOOD CONDOMINIUM
DB 2040, PG. 1547

S 22°14'29" E 177.95'

N 22°14'29" W 203.55'

SOUTH TAYLOR STREET

VCS 1983

2

1

0

MATCH LINE

SEE DETAIL

L6
L4
1.97'
L2
L7
L5
L3
42.80'
C3
C2
C1

EASEMENT FOR RETAINING WALL PURPOSES HEREBY GRANTED AREA=215 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENT HEREBY GRANTED AREA=1,520 SQ. FT.

N68°54'25"E 151.14'

L8
L9
L10
23.80'
S 37°24'31" W 56.49'

13.75'
28.62'
42.03'
9.38'
N68°54'25"E 69.25'
S 68°47'31" W 57.91'
2.43'

25.00'
L1
2.00'
S 63°08'51" W 57.78'
S 77°23'21" W 38.00'

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES HEREBY GRANTED AREA=101 SQ. FT.

EASEMENT FOR RETAINING WALL PURPOSES HEREBY GRANTED AREA=84 SQ. FT.

42.90'

COLUMBIA PIKE

159
158
CONSTRUCTION BASELINE
157

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	25.00'	25.16'	S51°01'24"E	24.11'	57°39'42"	13.76'
C2	21.18'	31.27'	S70°08'13"E	28.51'	84°35'30"	19.27'
C3	14.21'	12.37'	S47°32'42"E	11.98'	49°51'39"	6.61'

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 1-8-2019

APPROVED: 1-8-2019
ACTING Bruce Woodhams

MATCH LINE

(2)

NOTES:

1. THE BOUNDARY
   RECORDS AND L
   REPRESENT A F
2. NO TITLE REPO
   RESTRICTIONS
3. SURFACE AND S
4. THIS SURVEY IS
   NORTH ZONE.
5. PROPERTY OWN
   DEED BOOK 204
6. PROPERTY ADDR
7. THE PROPERTY
   COUNTY REAL P
   REAL PROPERTY

AUREL GREEN,
HOUSE CONDOMINIUM
1949, PG. 1676

PART LOT 8
BLOCK M
EAST BARCROFT

31" E 212.00'

) CONDOMINIUM
40, PG. 1547

PART LOT 8
BLOCK M
EAST BARCROFT

TOTAL EASEMENT

TOTAL EASEMENT

TOTAL EASEMENT
DRAINAGE

S 22°14'29" E 177.95'

DETAIL
(1" = 5')

N 22°14'29" W

1.97'

L6

0.75'

L2 (TOTAL)

L4

3.05'

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES HEREBY GRANTED AREA=101 SQ. FT.

EASEMENT FOR RE
WALL PURPOSES HEREB
AREA=215 SQ.

TEMPORARY CONST
EASEMENT HEREBY
AREA=1,520 SQ

L3

L5

L7

TEMPORARY CONSTRUCTION EASEMENT HEREBY GRANTED AREA=1,520 SQ. FT.

L8

L9

L10

"E 151.14'

23.80'

S 37°24'31" W 56.49'

N68°54'25"E 69.25'

S 68°47'31" W 57.91'

2.43'

38.00'

EASEMENT FOR RETAINING WALL PURPOSES HEREBY GRANTED AREA=84 SQ. FT.

VACATED PART
COLUMBIA PIKE

A PIKE

TION BASELINE

157

	DELTA	TANGENT
	57°39'42"	13.76'
	84°35'30"	19.27'
	49°51'39"	6.61'

LINE TABLE		
LABEL	BEARING	DISTANCE
L1	S68°47'31"W	10.29'
L2	S32°42'04"E	3.80'
L3	S22°11'33"E	17.96'
L4	N67°39'58"E	4.76'
L5	S22°05'06"E	21.87'
L6	N67°27'14"E	6.90'
L7	S22°05'54"E	24.62'
L8	N21°05'35"W	16.52'
L9	N39°22'30"E	9.02'
L10	S63°04'07"E	22.24'

AL SERVICES

Woodhams

INISTRATOR

GRAPHIC SCALE

25 0

SCALE: 1" = 25'

MATCH LINE

(3)

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): TANGLEWOOD CONDOMINIUM UNIT OWNERS ASSOCIATION - DEED BOOK 2040 PAGE 1547.
6. PROPERTY ADDRESS: 4241 COLUMBIA PIKE.
7. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 73-10 AND 73-14 AS REAL PROPERTY CODE (RPC) NUMBER: 23034144.

VCS 1983

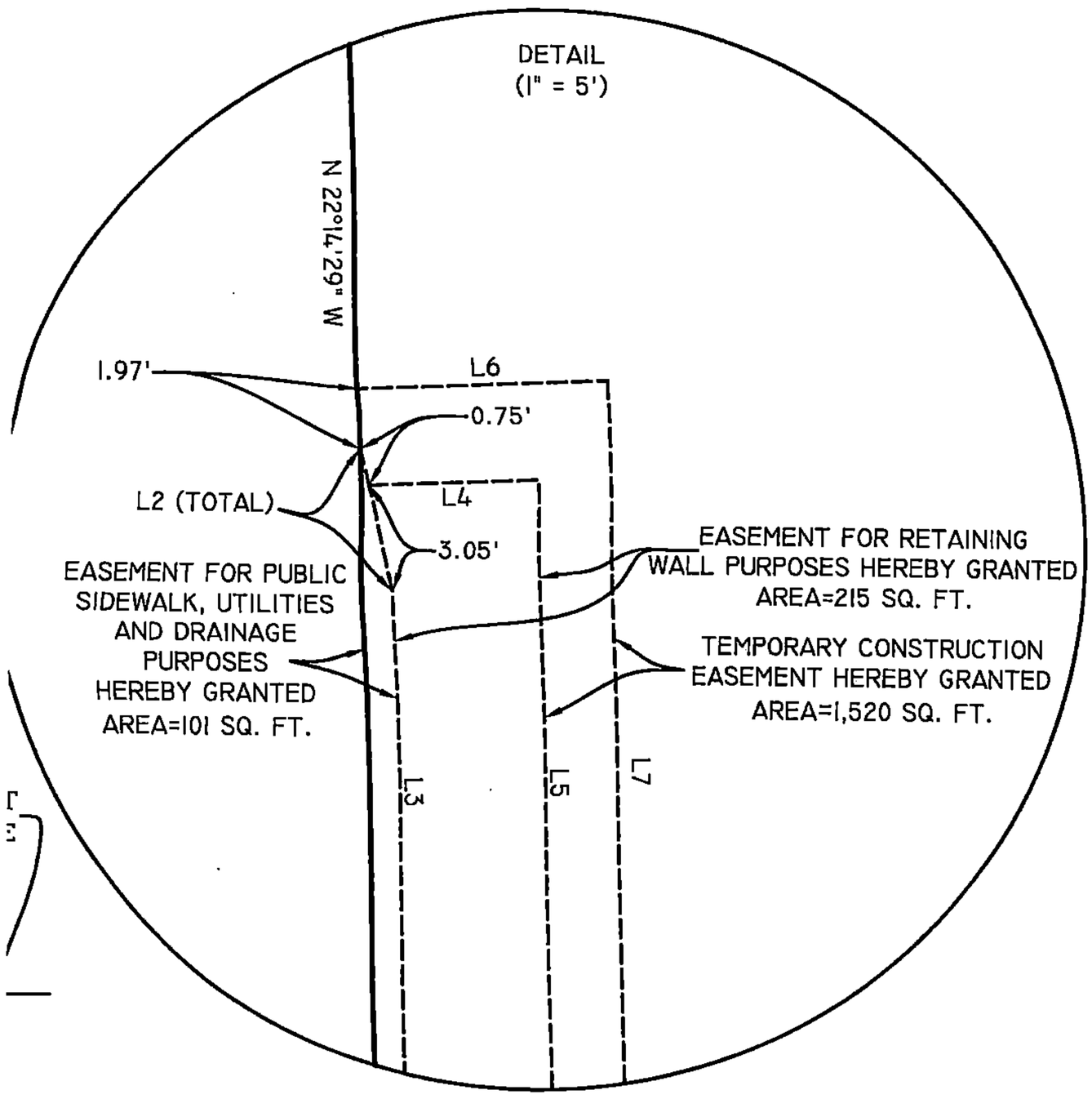
PART LOT 8
BLOCK M
EAST BARCROFT

PART LOT 8
BLOCK M
EAST BARCROFT

EASEMENT AREA TABULATIONS

TOTAL EASEMENT FOR TEMPORARY CONSTRUCTION	1,520 SQ. FT.
TOTAL EASEMENT FOR RETAINING WALL PURPOSES	299 SQ. FT.
TOTAL EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES	101 SQ. FT.

DETAIL
(1" = 5')



MATCH LINE

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
1-7-19
LAND SURVEYOR

VCS 1983

LINE TABLE		
LABEL	BEARING	DISTANCE
L1	S68°47'31"W	10.29'
L2	S32°42'04"E	3.80'
L3	S22°11'33"E	17.96'
L4	N67°39'58"E	4.76'
L5	S22°05'06"E	21.87'
L6	N67°27'14"E	6.90'
L7	S22°05'54"E	24.62'
L8	N21°05'35"W	16.52'
L9	N39°22'30"E	9.02'
L10	S63°04'07"E	22.24'

GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'

PLAT SHOWING
VARIOUS EASEMENTS ON
TANGLEWOOD CONDOMINIUM
D.B. 2040, PG. 1547
ARLINGTON COUNTY, VIRGINIA

SCALE : 1" = 25'	DRAWN BY:KLT	CHECKED BY:LS	DATE : 3-31-17

REVISED: 06-12-17, 09-5-17, 06-27-18

CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-23034PCB-106-REVISED.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

20210100013962
04/14/2021 02:43:28 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

DEED OF EASEMENTS

This DEED OF EASEMENTS ("Deed") is made this 19 day of January 2021, by **UDR WHITMORE LLC**, a Delaware Limited Liability Company ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("County" or "Grantee") (together, the "Parties").

RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded in Deed Book 3288 at Page 616 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 The Whitmore Apartments and more particularly described in Attachment A (the "Property").

R-2. WHEREAS, it is the desire of Grantor to grant and convey unto the County the following: (1) Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area #1 = 994 SQ. FT.; (2) Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area #2 = 622 SQ. FT.; (3) Temporary Construction Easement Hereby Granted Area = 9,318 SQ. FT.; and (4) Easement for Public Street, Transit, and Utilities Purposes Hereby Granted Area = 67 SQ. FT.; all as hereinafter set forth, described and shown on a plat entitled **"Plat Showing Various Easements on Lots 5 and 6 Block I East Barcroft D.B. 123, PG. 213, Parcel A of a Resubdivision of Lots 9 Through 20, and Vacated Portion of 9th Road South, Restabit, and Lot 7, Block I, East Barcroft D. B. 1427 PG. 361 and Parcel B Restabit D.B. 1436, PG. 335 Arlington County, Virginia"**, prepared by Rice Associates dated July 1, 2015, last revised June 9, 2020, and approved by the Arlington County Department of Environmental Services Division of Transportation, Acting Subdivision and Bonds Administrator on August 24, 2020 (the "Plat"), and attached hereto and made a part hereof.

Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 23038019
Address: 4301 Columbia Pike, Arlington, Virginia V1

9+2PLAT

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES

THIS DEED WITNESSETH, in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, and Drainage Purposes over, under, across, and through the Property, described as "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area #1 = 994 SQ. FT" and "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area #2 = 622 SQ. FT" in the locations and dimensions shown on the Plat (jointly, the "Public Sidewalk, Utilities and Drainage Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present and future public sidewalks, utilities, and drainage facilities and structures, including accessories and appurtenances thereto, within the area of said Public Sidewalk, Utilities and Drainage Easement, and for such other purposes as are incidental and related thereto. The aforesaid Easement is subject to the following terms and conditions:

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

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

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

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

EASEMENT FOR PUBLIC STREET, TRANSIT AND UTILITIES PURPOSES

THE DEED FURTHER WITNESSETH, in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the County, its successors and assigns, an Easement for Public Street, Transit and Utilities Purposes over, under, across, and through the Property, described as "Easement for Public Street, Transit, and Utilities Purposes Hereby Granted Area = 67 SQ. FT." in the location and dimensions shown on the Plat (the "Public Street, Transit and Utilities Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement, and relocation of present and future public street, transit, and utilities, including but not limited to: a public bus shelter, a public bus stop, a public transit stop, bicycle racks, bicycle sharing facilities, street furniture, trash receptacles and signage, and any related accessories and appurtenances thereto (collectively, "Public Bus Shelter Improvements"), within the area of said Public Street, Transit and Utilities Easement, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, locate, operate, maintain, improve, update, repair, reconstruct, or replace, and relocate the Public Bus Shelter Improvements, within the aforesaid Public Street, Transit and Utilities Easement area.

1. The Grantor covenants that Grantor is seized of and has the right to convey said Public Street, Transit, and Utilities Easement, and that Grantor shall make no use of the easement areas which is inconsistent with the easement right hereby granted.

2. County agrees that, as soon as practicable after the completion of construction, location, improvement, updating, maintenance, repair, reconstruction, or relocation, replacement or removal of the Public Bus Shelter Improvements within the Public Street, Transit, and Utilities Easement area, the County will, at no cost to Grantor:

    (a) Maintain the Public Street, Transit, and Utilities Easement, including all of the Public Bus Shelter Improvements that may be located therein; and

(b) Replace with nursery stock all existing trees, plants, shrubbery, and hedges in the Public Street, Transit, and Utilities Easement area that are damaged by the construction, location, maintenance, improvement, updating, repair, reconstruction, relocation, replacement or removal of the Public Bus Shelter Improvements, within or adjacent to the Public Street, Transit, and Utilities Easement area; and

(c) Guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year, from the date of planting, against loss, except loss caused by act of other or failure to adequately water such nursery stock.

3. All Public Bus Shelter Improvements installed or constructed by the County shall be and shall remain the property of the County. No additional charge shall at any time be made by the County to the Grantor for the portion of the Property used or occupied by the County pursuant to this Deed of Easement. The County shall have all rights and privileges reasonably necessary for the use of the Public Street, Transit, and Utilities Easement, including access thereto.

TEMPORARY CONSTRUCTION EASEMENT AND CONSTRUCTION AGREEMENT

THE DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar ($1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convene unto the Grantee, its successors and assigns, a Temporary Construction Easement, in the location and designated on the Plat as "Temporary Construction Easement Hereby Granted Area = 9,318 SQ. FT." 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, retaining walls, 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 for access only; provided, however, that this right to use adjoining land shall be exercised only during period of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation,

addition, alteration, replacement, expansion, relocation, removal and repair and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easement or on such adjoining lands. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property. Further, the County shall repair or restore any damage to landscaping or improvements on the Property, including adjoining land.

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

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

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

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

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

The recitals and exhibits are incorporated into this Deed.

WITNESS the following signature(s):

GRANTOR:

UDR WHITMORE LLC
a Delaware Limited Liability Company

By: UDR LIGHTHOUSE DOWNREIT L.P., a Delaware limited partnership, its Sole Member

By: UDR, INC., a Maryland corporation, its General Partner

By: _____
Name: Harry G. Alcock
Title: SVP- Chief Investment Officer

State: Colorado
County: Douglas

The foregoing instrument was acknowledged before me on this 19 day of January, 2021, by Harry G. Alcock who is SVP-CIO of **UDR, Inc., the General Partner of UDR Lighthouse DownREIT L.P., the Sole Member of UDR Whitmore LLC**, a Delaware Limited Liability Company, Grantor.

Notary Public: Glaucia Lee
My Commission expires: 4-2-23
My Registration No.: 20154013461

GLAUCIA LEE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154013461
MY COMMISSION EXPIRES APRIL 2, 2023

Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 23038019
Address: 4301 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 14th day of April, 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 March 20, 2021.

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

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Tim O'Hara Acting Real Estate Bureau Chief, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 14 day of April, 2021.

Notary Public: Jessica 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 F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 23038019
Address: 4301 Columbia Pike, Arlington, Virginia V1

Attachment A

LEGAL DESCRIPTION

Being a piece or parcel of land lying, situate and being in Arlington County, Virginia, being all of "Parcel A, Restabit" according to a plat of resubdivision as recorded among the land records of Arlington County, Virginia, in Deed Book 1427 at page 361, and all of "Parcel B, Restabit" according to a plat of resubdivision as recorded among aforesaid land records in Deed Book 1436 at page 355, and all of "Lots 4 thru 6, Block I, East Barcroft" as recorded in the plat of subdivision recorded among aforesaid land records in Deed Book 123 at page 213, and a portion of a 20 foot alley running east and west between South Wakefield and South Taylor Streets, vacated by an ordinance of the County Board of Arlington County on December 1, 1962, and recorded in Deed Book 1499 at page 278, as the same was dedicated in Block I (Eye), East Barcroft, by deed recorded in Deed Book 123 at page 213, among the land records of Arlington County, Virginia, being more particularly described as follows:

BEGINNING at a point at the intersection of the northerly right of way line of Columbia Pike and the westerly right of way line of South Taylor Street, thence running with said northerly right of way line

1. South 74° 47' 00" West, 77.67 feet to a point; thence running with the outline of aforesaid Parcel B and the right of way of South Wakefield Street the following two courses and distances

2. 38.52 feet along a curve to the right, said curve having a radius of 25.00 feet and a chord bearing and distance of North 60° 44' 00" West, 35.04 feet to a point; thence

3. North 16° 15' 00" west, 95.41 feet to a point at the beginning of a curve No. 1 as shown in aforesaid Parcel A in aforesaid Deed Book 1427 at page 361; thence continuing with the easterly right of way line of South Wakefield Street and with the outline of aforesaid Parcel A

4. 35.04 feet along a curve to the right, said curve having a radius of 22.31 feet and chord bearing and distance of North 28° 45' 00" East, 31.55 feet to a point on the southerly right of way line of 9th Road, South; thence continuing with the outline of aforesaid Parcel A and running with the southerly right of way line of aforesaid 9th Road, South the following two courses and distances

5. North 73° 45' 00" East, 26.68 feet to a point; thence

6. 61.86 feet along a curve to the left, said curve having a radius of 191.05 feet and chord bearing and distance of North 64° 28' 29" East, 61.59 feet to a point; thence leaving aforesaid southerly right of way line and continuing with the outline of aforesaid Parcel A the following four courses and distances

7. North 34° 48' 10" West, 30.00 feet to a point; thence

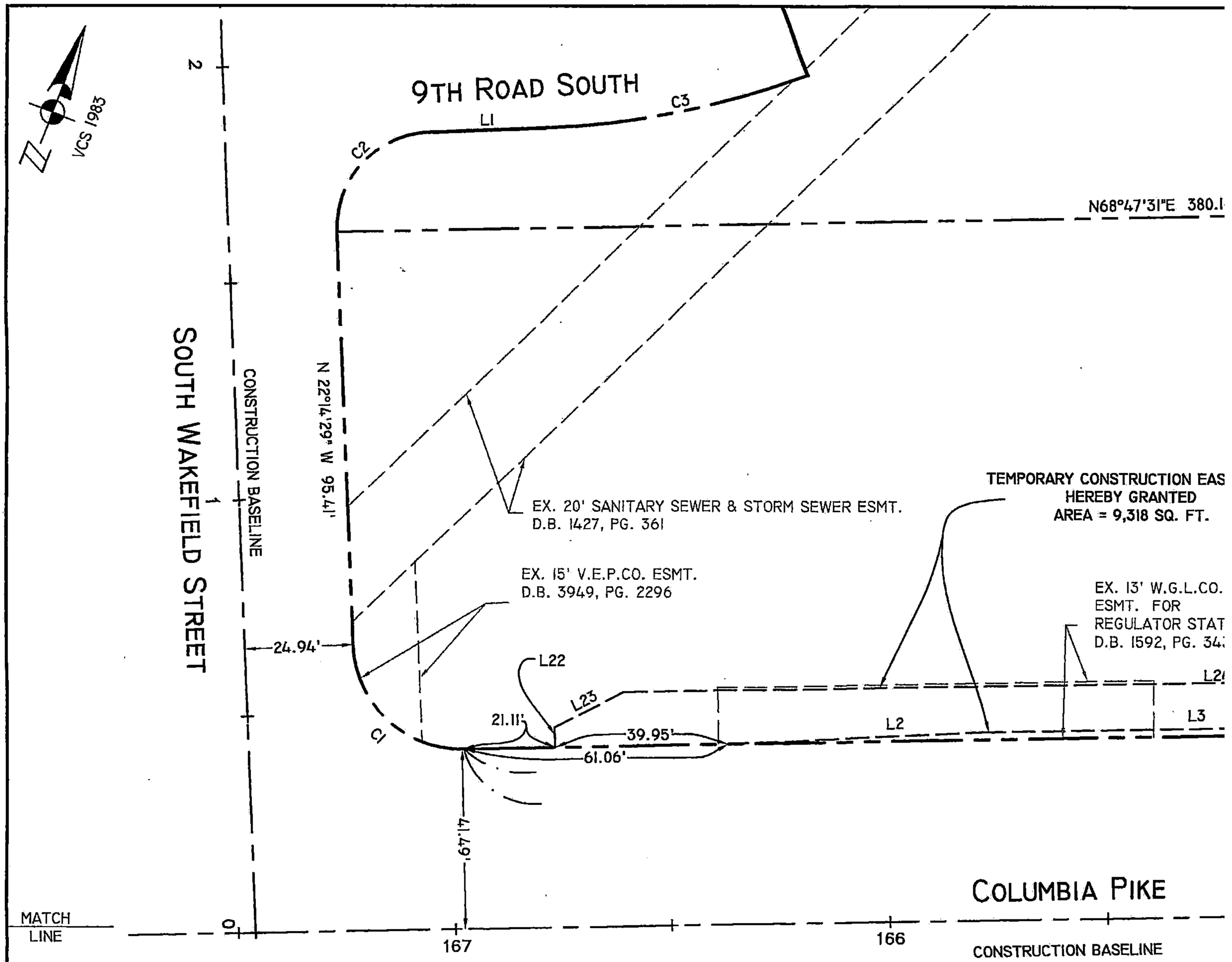
8. North 16° 15' 00" West, 113.74 feet to a point; thence

9. North 73° 45' 00" West, 50.00 feet to a point; thence

10. North 16° 15’ 00” West, 70.00 feet to a point on the centerline of a vacated 20 foot alley; thence running with aforesaid centerline

11. North 73° 45’ 00” East, 649.85 feet to a point on the westerly right of way line of aforesaid South Taylor Street; thence running with aforesaid westerly right of way line

12. South 16° 15’ 00” East, 378.63 feet to the point of beginning.



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): UDR WHITMORE LLC - INSTRUMENT NO. 20160100001849.
6. PROPERTY ADDRESS: 4301 COLUMBIA PIKE.
7. THE PROPERTIES DELINEATED HEREON APPEAR ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 73-13, 73-14 AND 73-10 AS REAL PROPERTY CODE (RPC) NUMBER: 23038019.

(1)

EASEMENT AREA TABULATIONS

TOTAL: TEMPORARY CONSTRUCTION EASEMENT	9,318 SQ. FT.
TOTAL: EASEMENTS FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES	1,616 SQ. FT.
TOTAL: EASEMENT FOR PUBLIC STREET, TRANSIT, AND UTILITIES PURPOSES	67 SQ. FT.

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 8-24-2020	APPROVED: 8-24-2020
David Smith	Bruce Woodhams

H

C3

MATCH LINE

PARCEL A
RESUBDIVISION OF LOTS 9 - 20, AND
VACATED PORTION OF 9TH ROAD SOUTH,
RESTABIT,
AND LOT 7, BLOCK I,
EAST BARCROFT
D.B. 1427 PG. 361

N68°47'31"E 380.16'

(2)

ITARY SEWER & STORM SEWER ESMT.
G. 361

.CO. ESMT.
3. 2296

TEMPORARY CONSTRUCTION EASEMENT
HEREBY GRANTED
AREA = 9,318 SQ. FT.

EX. 13' W.G.L.CO.
ESMT. FOR
REGULATOR STATION
D.B. 1592, PG. 343

PARCEL B
RESTABIT
D.B. 1436, PG. 335

L24

L25

L2

L3

L4

L5

L6

-39.95'

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES
HEREBY GRANTED
AREA #1 = 994 SQ. FT.

COLUMBIA PIKE

166

165

164

CONSTRUCTION BASELINE

D ON EXISTING LAND
S, AND DOES NOT REPRESENT

IBRANCES AND RESTRICTIONS

HOWEVER NOT SHOWN.
NATE SYSTEM OF 1983,

NT NO. 20160100001849.

INGTON COUNTY REAL
AND 73-10 AS REAL PROPERTY

REA TABULATIONS

9,318 SQ. FT.

1,616 SQ. FT.

67 SQ. FT.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD
C1	25.00'	38.82'	88°58'00"	24.55'	N 66°43
C2	22.31'	35.04'	89°59'19"	22.31'	N 22°45
C3	191.05'	61.86'	18°33'06"	31.20'	N 58°28
C4	10.00'	11.50'	65°54'42"	6.48'	N 30°51

LINE TABLE		
LABEL	BEARING	DISTANCE
L1	N67°45'31"E	26.68'
L2	N67°04'39"E	59.21'
L3	N68°54'25"E	92.64'
L4	N21°06'21"W	5.22'
L5	N68°54'25"E	10.00'
L6	S21°06'21"E	5.22'
L7	N68°54'25"E	305.43'
L8	N21°05'40"W	3.05'
L9	N68°47'31"E	8.00'
L10	S21°05'35"E	3.08'
L11	N68°55'07"E	70.94'
L12	N21°05'35"W	6.38'
L13	N68°54'47"E	34.45'
L14	S21°05'13"E	6.37'
L15	S68°53'30"W	4.42'
L16	N20°04'02"W	0.71'
L17	N68°53'30"E	110.00'
L18	S21°04'39"E	0.51'
L19	N68°54'47"E	85.86'
L20	S21°11'46"E	4.35'

LINE TABLE		
LABEL	BEARING	DISTANCE
L21	S68°47'31"W	6.37'
L22	N21°12'28"W	4.66'
L23	N42°58'24"E	17.94'
L24	N68°54'05"E	273.73'
L25	N68°57'31"E	10.30'
L26	N68°57'02"E	210.72'
L27	N10°47'47"W	18.81'
L28	N28°45'24"E	28.03'
L29	N68°40'12"E	53.86'
L30	S21°06'28"E	37.98'
L31	N68°47'31"E	160.39'
L32	N21°12'29"W	3.33'
L33	N68°47'30"E	4.39'
L34	S68°47'31"W	1.89'
L35	S68°54'47"W	151.40'
L36	N21°05'13"W	6.35'

TAL SERVICES

2020

hams

ATCH
INE

GRAPHIC SCALE

25 0

SCALE: 1" = 25'

(3)

PARCEL A
RESUBDIVISION OF LOTS 9 - 20, AND
VACATED PORTION OF 9TH ROAD SOUTH,
RESTABIT,
AND LOT 7, BLOCK 1,
EAST BARCROFT
D.B. 1427 PG. 361

PARCEL B
RESTABIT
D.B. 1436, PG. 335

N68°47'31"E 120.00'

N22°14'29"W 30.00'

VCS 1983

EX. C/L V.E.P.CO. ESMT.
APPROX. LOCATION
D.B. 1875, PG. 408

MATCH SHEET 2 OF 2

L25

L26

L5

L4

L6

L7 (TOTAL)

575.61'

S 68°47'31" W 775.67' (TOTAL)

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES
HEREBY GRANTED
AREA #1 = 994 SQ. FT.

165 164 163

MATCH LINE

CURVE TABLE						
RVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
	25.00'	38.82'	88°58'00"	24.55'	N 66°43'29" W	35.04'
	22.31'	35.04'	89°59'19"	22.31'	N 22°45'11" E	31.55'
	191.05'	61.86'	18°33'06"	31.20'	N 58°28'58" E	61.59'
	10.00'	11.50'	65°54'42"	6.48'	N 30°51'15" E	10.88'

LINE TABLE		
BEL	BEARING	DISTANCE
L1	N67°45'31"E	26.68'
L2	N67°04'39"E	59.21'
L3	N68°54'25"E	92.64'
L4	N21°06'21"W	5.22'
L5	N68°54'25"E	10.00'
L6	S21°06'21"E	5.22'
L7	N68°54'25"E	305.43'
L8	N21°05'40"W	3.05'
L9	N68°47'31"E	8.00'
L10	S21°05'35"E	3.08'
L11	N68°55'07"E	70.94'
L12	N21°05'35"W	6.38'
L13	N68°54'47"E	34.45'
L14	S21°05'13"E	6.37'
L15	S68°53'30"W	4.42'
L16	N20°04'02"W	0.71'
L17	N68°53'30"E	110.00'
L18	S21°04'39"E	0.51'
L19	N68°54'47"E	85.86'
L20	S21°11'46"E	4.35'

LINE TABLE		
LABEL	BEARING	DISTANCE
L21	S68°47'31"W	6.37'
L22	N21°12'28"W	4.66'
L23	N42°58'24"E	17.94'
L24	N68°54'05"E	273.73'
L25	N68°57'31"E	10.30'
L26	N68°57'02"E	210.72'
L27	N10°47'47"W	18.81'
L28	N28°45'24"E	28.03'
L29	N68°40'12"E	53.86'
L30	S21°06'28"E	37.98'
L31	N68°47'31"E	160.39'
L32	N21°12'29"W	3.33'
L33	N68°47'30"E	4.39'
L34	S68°47'31"W	1.89'
L35	S68°54'47"W	151.40'
L36	N21°05'13"W	6.35'

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

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
8-21-2020
LAND SURVEYOR

VCS 1983

PLAT SHOWING
VARIOUS EASEMENTS ON
LOTS 5 AND 6
BLOCK 1
EAST BARCROFT
D. B. 123, PG. 213,
PARCEL A
OF A RESUBDIVISION OF
LOTS 9 THROUGH 20, AND VACATED PORTION OF
9TH ROAD SOUTH, RESTABIT, AND
LOT 7, BLOCK 1, EAST BARCROFT
D.B. 1427 PG. 361
AND
PARCEL B
RESTABIT
D.B. 1436, PG. 335
ARLINGTON COUNTY, VIRGINIA

SHEET 1 OF 2

SCALE : 1" = 25'	DRAWN BY: KLT/LS	CHECKED BY: LS	DATE : 07/01/15

REVISED 01/22/18, 7/13/18, 7/18/18, 8/20/18, AND 6/9/20

CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-23038019-105 REVISED PLAT 2.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

VCS 1983

PARCEL A
RESUBDIVISION OF LOTS 9 - 20, AND
VACATED PORTION OF 9TH ROAD SOUTH,
RESTABIT,
AND LOT 7, BLOCK 1,
EAST BARCROFT
D.B. 1427 PG. 361

TEMPORARY CONSTRUCTION EASEMENT
HEREBY GRANTED
AREA = 9,318 SQ. FT.

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES
HEREBY GRANTED
AREA #1 = 994 SQ. FT.

MATCH SHEET 1 OF 2

S22°14'29"E 149.96'

S22°14'29"E 276.30'

S22°14'29"E 365.20'

LOT 6
BLOCK 1
EAST BARCROFT
D.B. 123, PG. 213

S22°14'29"E 278.11'

LOT 5
BLOCK 1
EAST BARCROF
D.B. 123, PG. 21

EASEMENT FOR PU
UTILITIES AND DRAI
HEREBY GR
AREA #2 = 62

L27 L28 L29 L30 L31 L35 (TOTAL) L17 (TOTAL) L36 L8 L9 L10 L11 L12 L13 L15 L16 L14 L19

100.02' 100.02'

S 68°47'31" W 775.67' (TOTAL)

SEE DETAIL

EASEMENT FOR
PUBLIC STREET, TRANSIT, AND
UTILITIES PURPOSES
HEREBY GRANTED
AREA = 67 SQ. FT.

COLUMBIA PIKE

162 161 160

CONSTRUCTION BASELINE

MATCH LINE

VCS 1983

4

EASEMENT FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES
HEREBY GRANTED
AREA #1 = 994 SQ. FT.

LOT 6

LOT 5

EASEMENT FOR PUBLIC SIDEW
UTILITIES AND DRAINAGE PUR
HEREBY GRANTED
AREA #2 = 622 SQ. FT.

L31 L35 (TOTAL) L19 L13 L14 L36 L16 L15 L17 (TOTAL)

74.49'

110.01'

EASEMENT FOR
PUBLIC STREET, TRANSIT, AND
UTILITIES PURPOSES
HEREBY GRANTED
AREA = 67 SQ. FT.

GRAPHIC SCALE
10 0 10
SCALE: 1" = 10'

DETAIL
1" = 10'

(5)

LOT 6
BLOCK I
EAST
BARCROFT
D.B. 123, PG. 213

S22°14'29"E 278.11'

MATCH LINE

LOT 5
BLOCK I
EAST
BARCROFT
D.B. 123, PG. 213

S 22°14'29" E 279.91'

SOUTH TAYLOR STREET

CONSTRUCTION BASELINE

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES HEREBY GRANTED AREA #2 = 622 SQ. FT.

L30 L15 L12 L13 L16 L14 L36 L35 (TOTAL) L17 (TOTAL) L31 L19 L20 L21 L18 L32 L33 L34 C4

4.17'

19.16'

25.00'

28.39'

100.02'

100.02'

SEE DETAIL

EASEMENT FOR PUBLIC STREET, TRANSIT, AND UTILITIES PURPOSES HEREBY GRANTED AREA = 67 SQ. FT.

COLUMBIA PIKE

61 CONSTRUCTION BASELINE 160 159

LOT 5

EASEMENT FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES HEREBY GRANTED AREA #2 = 622 SQ. FT.

TEMPORARY CONSTRUCTION EASEMENT HEREBY GRANTED AREA = 9,318 SQ. FT.

L31 L35 (TOTAL) L36 L19 L20 L18 L17 (TOTAL)

74.49'

110.01'

EASEMENT FOR PUBLIC STREET, TRANSIT, AND UTILITIES PURPOSES HEREBY GRANTED AREA = 67 SQ. FT.

VCS 1983

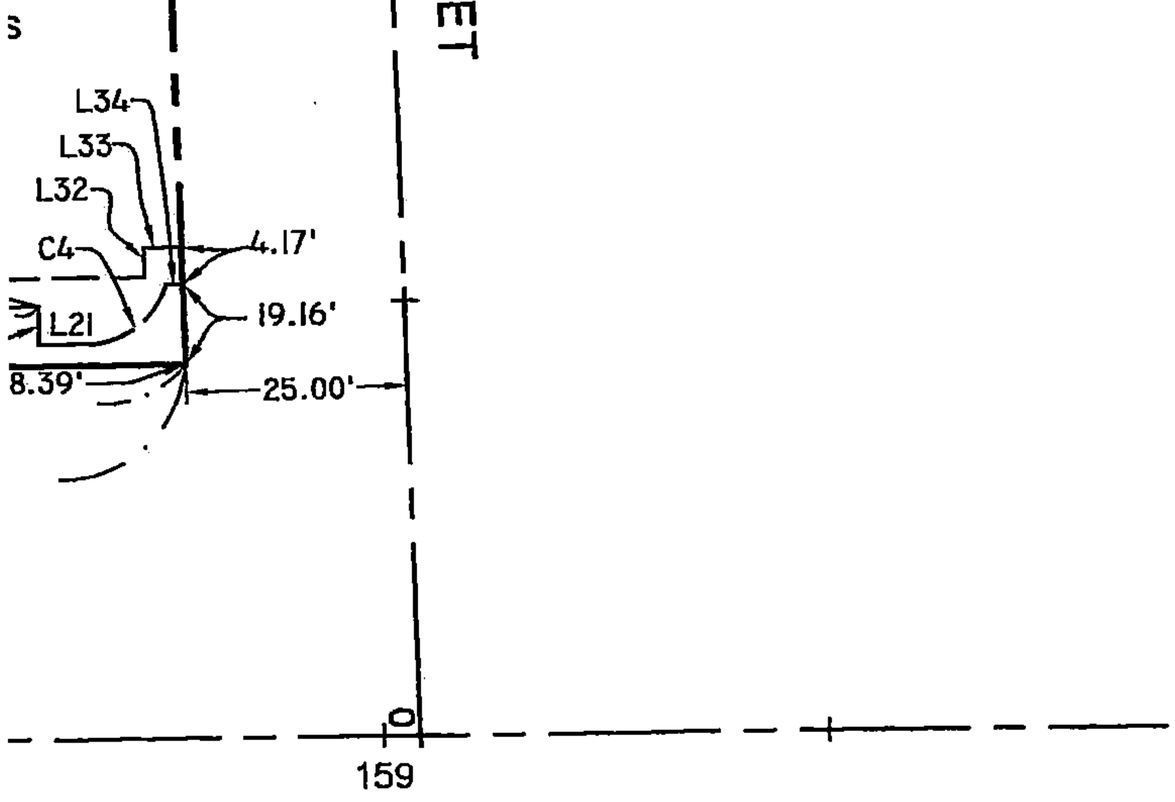
DETAIL
1" = 10'

MATCH LINE

SOUTH TAYLOR STREET

CONSTRUCTION BASELINE 1

S 22°14'29" E 279.91'

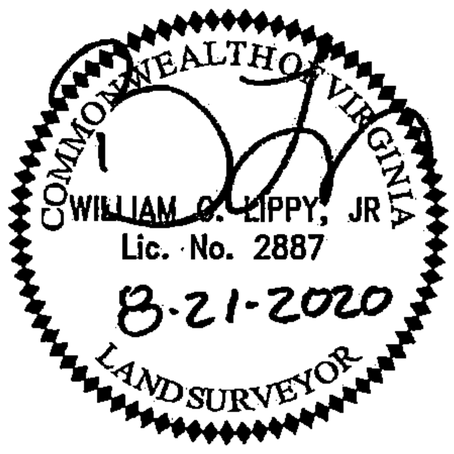


MATCH LINE

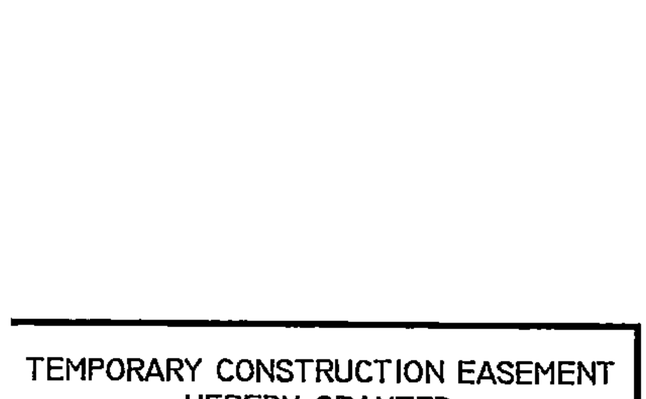
GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'



TEMPORARY CONSTRUCTION EASEMENT
HEREBY GRANTED
AREA = 9,318 SQ. FT.



PLAT SHOWING
VARIOUS EASEMENTS ON
LOTS 5 AND 6
BLOCK 1
EAST BARCROFT
D. B. 123, PG. 213,
PARCEL A
OF A RESUBDIVISION OF
LOTS 9 THROUGH 20, AND VACATED PORTION OF
9TH ROAD SOUTH, RESTABIT, AND
LOT 7, BLOCK 1, EAST BARCROFT
D.B. 1427 PG. 361
AND
PARCEL B
RESTABIT
D.B. 1436, PG. 335
ARLINGTON COUNTY, VIRGINIA

SHEET 2 OF 2

SCALE : 1" = 25'	DRAWN BY: KLT/LS	CHECKED BY: LS	DATE : 07/01/15

REVISED 01/22/18, 7/13/18, 7/18/18, 8/20/18, AND 6/9/20

CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-23038019-105 REVISED PLAT 2.DWG

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(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

20210100013964
04/14/2021 02:48:57 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

DEED OF UTILITIES EASEMENT

This DEED OF UTILITIES EASEMENT ("Deed") is made this 19 day of January, 20 21, by **UDR WHITMORE LLC,** a Delaware Limited Liability Company ("Owner"), **Grantor,** and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("County"), **Grantee, VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation doing business in Virginia as Dominion Virginia Power ("Dominion"), **Grantee** (County and Dominion, each individually, "**Grantee**", and collectively, "**Grantees**").

RECITALS:

R-1. WHEREAS, by virtue of an instrument recorded as Instrument No. 20160100001849 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 The Whitmore Apartments and more particularly described in Attachment A (the "Property").

R-2. WHEREAS, it is the desire of the Grantor to grant and convey to the Grantees perpetual rights and easements on, over, under and across the Property for their respective public utilities and private utilities, and related utility facilities, in an area of 198 square feet 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 Hereby Granted Area = 198 SQ. FT." ("Right of Way"), on a plat attached hereto and made a part hereof, entitled **"Plat Showing Easement for Public and Private Utilities Purposes on Lots 6, Block I, East Barcroft D. B. 123, PG. 213, Arlington County, Virginia",** prepared by Rice Associates, dated July 1, 2015, last revised June 9, 2020, and approved by the Arlington County Department of Environmental Services Division of Transportation, Subdivision and Bonds Administrator on August 24, 2020 (the "Plat").

Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 23038019
Address: 4301 Columbia Pike, Arlington, Virginia V1

10 + 1 PLAT

EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easement as more particularly described herein (the "Utilities Easement" or "Easement") which shall be subject to the terms and conditions of this Deed. The scope of the Easement 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 bank in which Dominion shall install their own respective 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 respective Utility Facilities have been installed. No charges, other than any compensation paid by County as

consideration for these Utilities Easement, shall be made to the Grantors for the use of the Property for the Easements granted herein.

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

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

4. Each Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Right of Way, deemed by such Grantee to interfere with the proper and efficient installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and/or removal of such Grantee's Utility Facilities located in the Right of Way; provided, however, that each Grantee, at its own expense, shall restore, as nearly as possible, the Property to its original condition, immediately preceding each such Grantee's performance of any of the above-described work, such restoration to include the backfilling of trenches, the replacement of shrubbery that is not interfering with the Easements, re-seeding, and/or re-sodding.

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

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

7. Grantor covenants that Grantor is seized of the Property and has the right to convey the Easement, rights and privileges herein conveyed to Grantees and that Grantor shall make no use of the Easement area that is inconsistent with the easement rights hereby granted.

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

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

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

COVENANTS REAL

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

FREE CONSENT

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

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

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

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR:

UDR WHITMORE LLC
a Delaware Limited Liability Company

By: UDR LIGHTHOUSE DOWNREIT L.P., a Delaware limited partnership, its Sole Member

By: UDR, INC., a Maryland corporation, its General Partner

By: _____
Name: Harry G. Alcock
Its: SVP- Chief Investment Officer

State: Colorado
County: Douglas

The foregoing instrument was acknowledged before me on this 19 day of January, 2021, by Harry G. Alcock, who is the SVP-CIO of **UDR, Inc., the General Partner of UDR Lighthouse DownREIT L.P., the Sole Member of UDR Whitmore LLC**, a Delaware Limited Liability Company, Grantor.

Notary Public: _____
My Commission expires: 4-2-23
My Registration No.: 20154013461

GLAUCIA LEE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154013461
MY COMMISSION EXPIRES APRIL 2, 2023

Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 23038019
Address: 4301 Columbia Pike, Arlington, Virginia

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this 14th day of April, 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 March 20, 2021.

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 Tim O'Horo Acting Real Estate Bureau Chief on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 14th day of April, 2021.

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

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

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

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

Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 23038019
Address: 4301 Columbia Pike, Arlington, Virginia

DOMINION:

By: _____

Name: SHAUN REILLY

Title: MANAGER/AUTHORIZED SIGNATORY

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

The foregoing instrument was acknowledged before me this 23 day of FEBRUARY, 2021 by SHAUN REILLY as MANAGER/AUTHORIZED SIGNATORY on behalf of VIRGINIA ELECTRIC AND POWER COMPANY.

_____
Notary Public

My commission expires: 9.30.2024
Notary Registration Number: 7859752

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

Project: Columbia Pike Multi Modal Segment F - S. Oakland Street to S. Wakefield St. - Project # DS39 (the "Project")
RPC: 23038019
Address: 4301 Columbia Pike, Arlington, Virginia

VI

Attachment A

LEGAL DESCRIPTION

Being a piece or parcel of land lying, situate and being in Arlington County, Virginia, being all of "Parcel A, Restabit" according to a plat of resubdivision as recorded among the land records of Arlington County, Virginia, in Deed Book 1427 at page 361, and all of "Parcel B, Restabit" according to a plat of resubdivision as recorded among aforesaid land records in Deed Book 1436 at page 355, and all of "Lots 4 thru 6, Block I, East Barcroft" as recorded in the plat of subdivision recorded among aforesaid land records in Deed Book 123 at page 213, and a portion of a 20 foot alley running east and west between South Wakefield and South Taylor Streets, vacated by an ordinance of the County Board of Arlington County on December 1, 1962, and recorded in Deed Book 1499 at page 278, as the same was dedicated in Block I (Eye), East Barcroft, by deed recorded in Deed Book 123 at page 213, among the land records of Arlington County, Virginia, being more particularly described as follows:

BEGINNING at a point at the intersection of the northerly right of way line of Columbia Pike and the westerly right of way line of South Taylor Street, thence running with said northerly right of way line

1. South 74° 47' 00" West, 77.67 feet to a point; thence running with the outline of aforesaid Parcel B and the right of way of South Wakefield Street the following two courses and distances

2. 38.52 feet along a curve to the right, said curve having a radius of 25.00 feet and a chord bearing and distance of North 60° 44' 00" West, 35.04 feet to a point; thence

3. North 16° 15' 00" west, 95.41 feet to a point at the beginning of a curve No. 1 as shown in aforesaid Parcel A in aforesaid Deed Book 1427 at page 361; thence continuing with the easterly right of way line of South Wakefield Street and with the outline of aforesaid Parcel A

4. 35.04 feet along a curve to the right, said curve having a radius of 22.31 feet and chord bearing and distance of North 28° 45' 00" East, 31.55 feet to a point on the southerly right of way line of 9th Road, South; thence continuing with the outline of aforesaid Parcel A and running with the southerly right of way line of aforesaid 9th Road, South the following two courses and distances

5. North 73° 45' 00" East, 26.68 feet to a point; thence

6. 61.86 feet along a curve to the left, said curve having a radius of 191.05 feet and chord bearing and distance of North 64° 28' 29" East, 61.59 feet to a point; thence leaving aforesaid southerly right of way line and continuing with the outline of aforesaid Parcel A the following four courses and distances

7. North 34° 48' 10" West, 30.00 feet to a point; thence

8. North 16° 15' 00" West, 113.74 feet to a point; thence

9. North 73° 45' 00" West, 50.00 feet to a point; thence

10. North 16° 15' 00" West, 70.00 feet to a point on the centerline of a vacated 20 foot alley; thence running with aforesaid centerline

11. North 73° 45' 00" East, 649.85 feet to a point on the westerly right of way line of aforesaid South Taylor Street; thence running with aforesaid westerly right of way line

12. South 16° 15' 00" East, 378.63 feet to the point of beginning.

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): UDR WHITMORE LLC - INSTRUMENT NO. 20160100001849.
6. PROPERTY ADDRESS: 4301 COLUMBIA PIKE.
7. THE PROPERTIES DELINEATED HEREON APPEAR ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 73-14 AND 73-10 AS REAL PROPERTY CODE (RPC) NUMBER: 23038019.

VCS 1983

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°53'28"W	31.09'
L2	N21°05'13"W	6.37'
L3	N68°54'47"E	31.09'
L4	S21°05'13"E	6.35'
L5	N21°12'29"W	0.64'
L6	N21°12'29"W	0.70'

PARCEL A
RESUBDIVISION OF LOTS 9 - 20, AND
VACATED PORTION OF 9TH ROAD SOUTH,
RESTABIT,
AND LOT 7, BLOCK 1,
EAST BARCROFT
D.B. 1427 PG. 361

S22°14'29"E 365.20'

276.30'

42.64'

162

MATCH LINE

VCS 1983

EASEMENT AREA TABULATION

EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES 198 SQ. FT.

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 8-24-2020

PLAT EXAMINER

APPROVED: 8-24-2020

SUBDIVISION AND BONDS ADMINISTRATOR

MATCH LINE

(2)

ASED ON EXISTING LAND
TES, AND DOES NOT REPRESENT

CUMBRANCES AND RESTRICTIONS

ST HOWEVER NOT SHOWN.
RDINATE SYSTEM OF 1983,

MENT NO. 20160100001849.

ARLINGTON COUNTY REAL
D 73-10 AS REAL PROPERTY

PARCEL A
RESUBDIVISION OF LOTS 9 - 20, AND
VACATED PORTION OF 9TH ROAD SOUTH,
RESTABIT,
AND LOT 7, BLOCK I,
EAST BARCROFT
DB. 1427 PG. 361

276.30'
S22°14'29"E 365.20'

LOT 6
BLOCK I
EAST
BARCROFT
D.B. 123, PG. 213

S22°14'29"E 278.11'

LOT 5
BLOCK I
EAST BARCROF
DB. 123, PG. 21

EASEMENT FOR
PUBLIC AND PRIVATE
UTILITIES PURPOSES
HEREBY GRANTED

L3
L2
L1
L4
L6 (TIE)
L5 (TIE)
S 68°47'31" W 100.02' (TOTAL)
31.09'
2.85'
100.02'

42.64'

COLUMBIA PIKE

162
161
160
CONSTRUCTION BASELINE

ENT AREA TABULATION

/ATE UTILITIES PURPOSES 198 SQ. FT.

NTAL SERVICES

2020

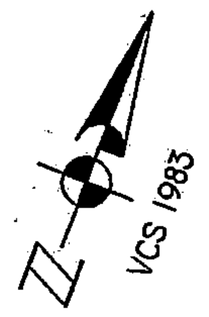
ADMINISTRATOR

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
8-21-2020
LAND SURVEYOR

GRAPHIC SCALE
25 0
SCALE: 1" = 25'

MATCH LINE

(3)



SOUTH TAYLOR STREET

CONSTRUCTION BASELINE

S 22°14'29" E 279.91'

LOT 6
BLOCK I
EAST
BARCROFT
D.B. 123, PG. 213

S22°14'29"E 278.11'

LOT 5
BLOCK I
EAST BARCROFT
DB. 123, PG. 213

EASEMENT FOR
BLIC AND PRIVATE
LITIES PURPOSES
EREBY GRANTED

L6 (TIE)

L2

L3

L1

L4

L5 (TIE)

0.02' (TOTAL)

31.09'

2.85'

100.02'

25.00'

MATCH
LINE

JMBIA PIKE

LUCTION BASELINE

160

159

COMMONWEALTH OF VIRGINIA
WILLIAM G. LIPPY, JR
Lic. No. 2887
8-21-2020
LAND SURVEYOR

GRAPHIC SCALE

25 0 25

SCALE: 1" = 25'

PLAT SHOWING
EASEMENT FOR PUBLIC AND PRIVATE UTILITIES PURPOSES
ON
LOTS 6
BLOCK I
EAST BARCROFT
D. B. 123, PG. 213
ARLINGTON COUNTY, VIRGINIA

SHEET 1 OF 1

SCALE : 1" = 25'	DRAWN BY: KLT/LS	CHECKED BY: LS	DATE : 07/01/15

REVISED: 01/22/18, 7/13/18, 7/18/18, 8/20/18, AND 6/9/20

CADD FILE : S:\PROJECT\KH110402F\DWG\EASEMENT PLATS\F-23038019-105 REVISED PLAT 1.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