



20190100020764

11/04/2019 11:27:31 AM 1/3  
Doc Type: LRCOVENANT:  
Arlington County Clerk  
Paul Ferguson, Clerk  
Grantor Tax: \$ .00  
State Tax: \$ .00  
Recording Fee: \$ .00

### Covenant of Perpetual Maintenance

This Covenant of Perpetual Maintenance ("Covenant") is made this 4<sup>th</sup> day of November 2019 by the County Board of Arlington County, Virginia a body politic ("Owner").

#### WITNESSETH

WHEREAS, Owner is the owner of certain real property in Arlington County, Virginia, containing approximately two hundred sixty-one thousand three hundred sixty (261,360) square feet of land, commonly known as the Ballston Pond, located on the east side of the intersection of Fairfax Drive and the I-66 freeway, and being more particularly described as RPC No. 14063004 (the "Property");

WHEREAS, Owner desires to install a sign, a fence and gate, and a maintenance pull-off area in the locations shown on Exhibit A attached hereto (collectively, the "Improvements") within the dedicated right-of-way on a public road known as Fairfax Drive; and

WHEREAS, the Virginia Department of Transportation ("VDOT"), in approving the Improvements within the dedicated right-of-way, has required that Owner provide this Covenant of Perpetual Maintenance to maintain the Improvements within the dedicated right-of-way as provided below.

Now, therefore, Owner, for itself and its successors and/or assigns, does hereby covenant and agree to maintain, at its sole cost and expense and as provided herein, the Improvements in the dedicated right-of-way as shown on the plan/sketch attached hereto as Exhibit A; and to restore, if necessary, the area affected by any such maintenance. VDOT shall not be held responsible for any damage to the "Improvements" resulting from any cause including, but not limited to, ordinary right of way maintenance.

Owner covenants that all work within the "Improvements" shall conform to the current version of the Virginia Work Area Protection Manual issued by VDOT and all applicable specifications and standards designed to protect the public safety or as may be agreed to between Owner and VDOT.

In the event VDOT or its successor chooses to exercise its acknowledged right to demand or cause removal of the above Improvements, it must be removed at Owner's sole cost and expense.

The covenants and obligations of the Owner, and its successors and/or assigns, contained herein are expressly intended to run with the land.

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

OWNER:

The County Board of Arlington County,  
Virginia a body politic

Approved as to form:

[Signature]  
County Attorney

By:  
Name:  
Title:

[Signature]  
Uri Arkin  
Real Estate Bureau Chief

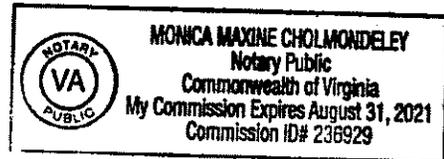
STATE OF VIRGINIA:

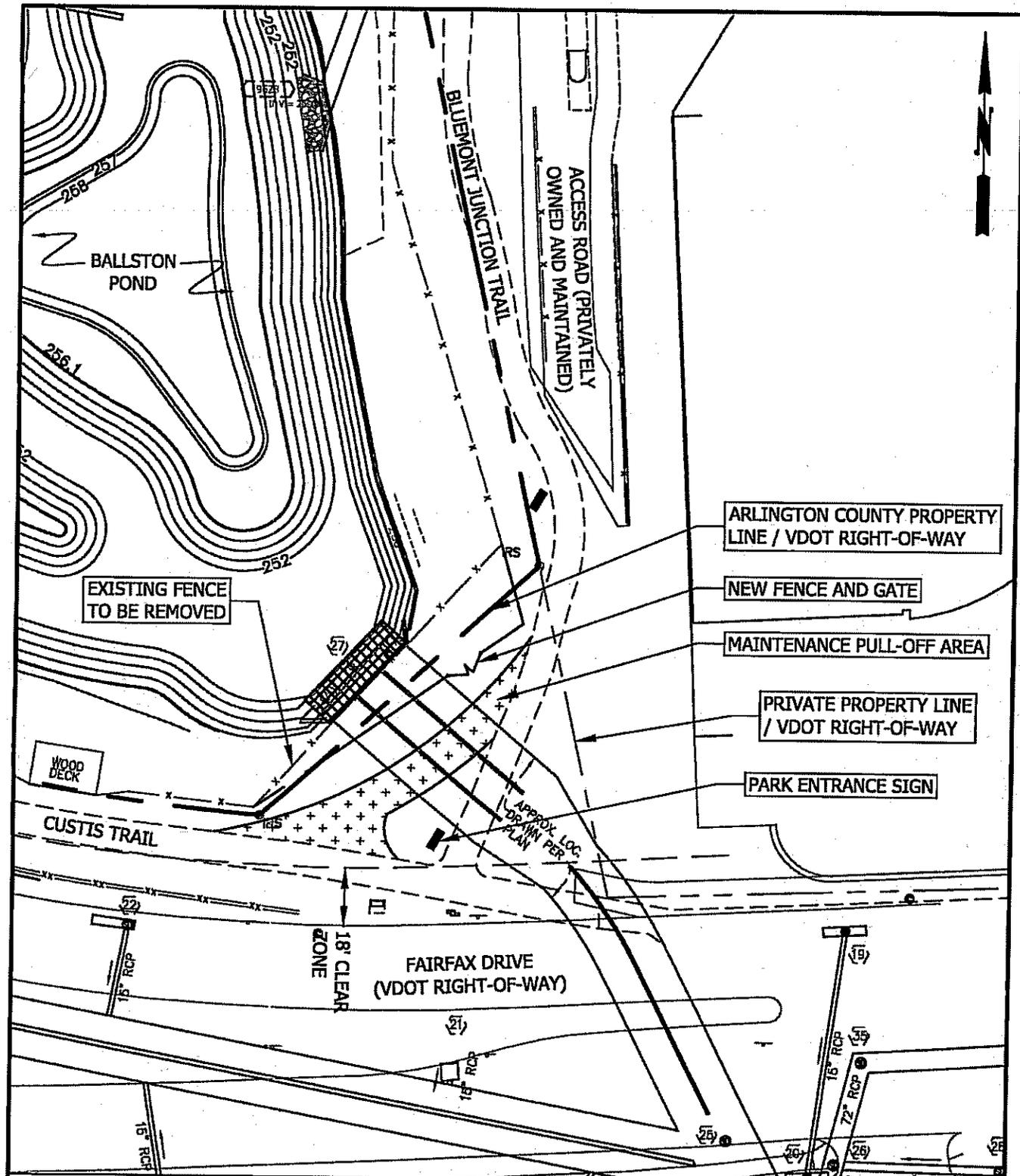
COUNTY OF ARLINGTON : to-wit

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2019 by Uri Arkin, Real Estate Bureau Chief on behalf of the County Board of Arlington County, Virginia.

[Signature]  
Notary Public

My Commission Expires: 8-31-2021  
Virginia Notary Registration Number: 236929





- ARLINGTON COUNTY PROPERTY LINE / VDOT RIGHT-OF-WAY
- NEW FENCE AND GATE
- MAINTENANCE PULL-OFF AREA
- PRIVATE PROPERTY LINE / VDOT RIGHT-OF-WAY
- PARK ENTRANCE SIGN

PARTIAL PLAN VIEW OF  
**VDOT PERPETUAL MAINTENANCE AGREEMENT**  
**BALLSTON POND RETROFIT**  
**(EXHIBIT A)**

SCALE: 1" = 40'

DATE: 07/31/2019