## ARLINGTON

## VIRGINIA

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

| TO: | MILANI CONSTRUCTION, LLC | DATE ISSUED: |
| :--- | :--- | :--- |
| 2001 MARTIN LUTHER KING JR. AVE, SE | CONTRACT NO: | JUNE 17, 2023 |
| WASHINGTON, D.C. 20020 CONTRACT TITLE: | FOR CONSTRUCTION OF CPMM |  |

The contract documents consist of the terms and conditions of AGREEMENT No. 23-DES-ITBPW-559 including any attachments or amendments thereto.

EFFECTIVE DATE: JUNE 26, 2023
EXPIRES: JUNE 30, 2025
RENEWALS: NONE
COMMODITY CODE(S): 91350, 91384
LIVING WAGE: N
ATTACHMENTS:
AGREEMENT No. 22-DES-ITBPW-559

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MICHAEL STUPPY
EMAIL ADDRESS: STUPPY@MILANICONSTRUCTION.NET
COUNTY CONTACT: ED SANDERS (DES AND ENG)
COUNTY CONTACT EMAIL: ESANDERS@ARLINGTONVA.US

VENDOR TEL. NO.: (202)610-9856

COUNTY TEL. NO.:

## PURCHASING DIVISION AUTHORIZATION

$\qquad$ Title: Procurement Officer Date: June 26, 2023

## ARLINGTON

VIRGINIA

## ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT SUITE 500, 2100 CLARENDON BOULEVARD ARLINGTON, VA 22201

## AGREEMENT NO. 23-DES-ITBPW-559

THIS AGREEMENT is made, on $\qquad$ 6/26/2023 , between Milani Construction, LLC. 2001 Martin Luther King Jr. Ave., SE, Washington, D.C. 20020 ("Contractor") a Washington, D.C. Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

## 1. CONTRACT DOCUMENTS

The Contract Documents consist of:

- Agreement No. 23-DES-ITBPW-559, and all modifications properly incorporated into the Agreement
- Exhibit A - Arlington County Invitation to Bid No. 23-DES-ITBPW-559, including DES General Conditions, Special Conditions, and Supplementary Specifications, included herein by reference
- Exhibit B - Specifications, Drawings and Construction Notes, included herein by reference
- Exhibit C - Virginia Department Of Labor And Industry Wage Determination Decision
- Exhibit D - Price Bid of Contractor
- Exhibit E - Geotechnical Report, included herein by reference
- Exhibit F - Easement Acquired
- Exhibit G - RFI Template
- Exhibit H - Easements
- Exhibit I - Contractor Performance Evaluation Form
- Exhibit J - Bus Shelter Installation Guidelines
- Exhibit K - Segment D UD-4 Location
- Exhibit L - Procedure \& Payment for Handling Contaminated Soil

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

## 2. SCOPE OF WORK

The Contractor will furnish all labor, materials, and equipment for the construction of two Columbia Pike Multimodal Street Improvement Projects (the "Project") and all other work shown, described, and required by the Contract Documents (hereinafter "the Work").
The Work shall be performed according to the standards established by the Contract Documents read together as a single specification. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

## 3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer identified in Section 52, Notices, unless the Contractor is otherwise notified in writing.

The County has authorized the consultant identified below to act as the County representative for specific purposes to perform specified duties and responsibilities, and to have the rights and authorities as assigned in connection with completion of the Work in accordance with the Contract Documents until such time as the County may notify the Contractor otherwise:

Consultant's Name to be provided with the issuance of NTP
The County will notify the Contractor after contract award of the specific roles and responsibilities of the Consultant(s).

## 4. TIME FOR COMPLETION

Segment C:
Work under this Agreement for Segment C shall achieve Substantial Completion no later than Four Hundred Eighty-Eight (488) consecutive calendar days after the commencement date given in a Notice to Proceed provided by the County to the Contractor, subject to any modifications made as provided for in the Contract Documents. This Four Hundred Eighty-Eight (488) day period shall be the Period of Performance for Substantial Completion. No Work shall be deemed Substantially Complete until it meets the requirements of Substantial Completion set forth in the General Conditions. Final Completion of the Work shall be completed no later than sixty (60) calendar days after the date of acceptance of Substantial Completion by the County Project Officer. Work will not reach Final Completion until it meets the requirements set forth in the General Conditions.

## Segment D:

Work under this Agreement for Segment D shall achieve Substantial Completion no later than Six Hundred Seventy (670) consecutive calendar days after the commencement date given in a Notice to Proceed provided by the County to the Contractor, subject to any modifications made as provided for in the Contract Documents. This Six Hundred Seventy (670) day period shall be the Period of Performance for Substantial Completion. No Work shall be deemed Substantially Complete until it meets the requirements of Substantial Completion set forth in the General Conditions. Final Completion of the Work shall be completed no later than sixty (60) calendar days after the date of acceptance of Substantial Completion by the County Project Officer. Work will not reach Final Completion until it meets the requirements set forth in the General Conditions.

## 5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Progress Payments and Retainage and Payment Terms sections below and at the prices shown in Exhibit D, for the Contractor's completion of the Work as required by the Contract Documents provided the Work is performed to the satisfaction of and is accepted by the Project Officer. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contract Amount includes all of the Contractor's costs and fees (profit) and is inclusive of all anticipated or known site conditions, anticipated or known materials, labor, and equipment costs, or any other costs which should reasonably have been expected by the Contract Documents.

## 6. PROGRESS PAYMENTS AND RETAINAGE

The County will make monthly progress payments to the Contractor upon written application by the Contractor, on the basis of a written estimate of the work performed during the preceding calendar month as approved by the Project Officer. However, $5 \%$ of each progress payment will be retained by the County until Final Completion and acceptance of all Work covered by the Agreement.

All material and work covered by partial payments will become the property solely of the County at the time the partial payment is made. However, the Contractor will have the sole responsibility, care and custody for all materials and work upon which payments have been made until Substantial Completion. When calculating payment for materials on-site, the County shall not pay for materials which are not scheduled for incorporation into the Work within sixty (60) days from the date of application for payment.

## 7. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor 45 days after approval of an invoice for completed work which is reasonable and allocable to the Contract. All payments will be made from the County to the Contractor via ACH. The number of the County Purchase Order pursuant to work has been performed must appear on all invoices.

## 8. PAYMENT OF SUBCONTRACTORS

The Contractor is wholly responsible for the entire amount owed to any subcontractor with which the Contractor contracts in the performance of this Agreement, regardless of whether the Contractor has received payment from the County. The Contractor is not liable for amounts that are not owed as a result of the subcontractor's breach of its agreement with the Contractor, in which case the Contractor must notify the subcontractor in writing of its intention to withhold payment, in full or in part, and the reason for doing so.

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:
a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment
from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of $1 \%$ per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

## 9. PREVAILING WAGE CONTRACT REQUIREMENTS

A. Section 4-104 of the Arlington County Purchasing Resolution (regarding "Prevailing Wage) applies to this Contract. All employees of the Contractor and any subcontractors shall be paid wages, salaries, benefits, and other remuneration at or above the craft or trade category prevailing wage rate indicated by Virginia Commissioner of Labor and Industry (DOLI) and as listed in the contract.

The Contractor and its subcontractors shall submit all certified payrolls and statements of compliance weekly through the eComply website. If the Contractor or any subcontractor does not have an eComply profile, a one-time registration process immediately following the Notice of Award or Notice of Intent to Award and training on system functionality are required for each non-registered entity. The Contractor shall also be responsible for reviewing subcontractor payrolls and ensuring that contract requirements are met.

In addition to applying the prevailing wage rates to its own employees, the Contractor shall include the provisions of this Article 4-104 in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor agrees to assume the obligation that the wage requirements will be observed in fulfilling the requirements of the Contract. The appropriate enforcement sanctions will be invoked against the Contractor and any such subcontractor in the event of such subcontractor's failure to comply with any of the provisions of this Article 4104.

All wage rates to be used are listed in this Contract in Exhibit I. While DOLI maintains a list of wage determinations online for reference purposes, only the wage determinations made in an official Wage Determination Decision, sent by DOLI to Arlington County, can be used to ascertain the exact rates to be paid for this Contract.

All rates are determined by DOLI and any appeals of specific classification may be made through the Wage Determination Appeal form available at http://www.doli.virginia.gov/wp-content/uploads/2021/04/Appeal-for-Wage-Determination-Clarification.pdf.
B. Upon award of the Contract, the Contractor shall certify, under oath, to the Virginia Commissioner of Labor and Industry and to the County Prevailing Wage Compliance Manager, the pay scale for each craft and trade to be employed for, or to provide labor for, in the Work
by the Contractor and any subcontractors. The Contractor's certification shall include all information required by the Code of Virginia § 2.2-4321.3G.
C. The Contractor shall ensure that each individual providing labor as a mechanic, laborer, worker or equivalent shall be accurately classified in confirmation with the Wage Determination.
D. The Contractor shall post the prevailing wage rate for each craft and classification involved as determined by DOLI, including the effective date, in a prominent and easily accessible place at the work site during the time work is being performed. The posting must be in English and any other language that is primarily spoken by the individuals at the work site. Within 10 days of such posting the Contractor shall certify to the County Prevailing Wage Compliance Manager and DOLI its compliance with this subsection at https://www.doli.virginia.gov/wpcontent/uploads/2021/04/PW Posting Compliance Form.pdf;
E. The Contractor must fully cooperate with the County Prevailing Wage Compliance Manager to ensure contract compliance requirements, including but not limited to site visits, wage rate signage, contractor employee interviews, and the submission of certified payroll records.
F. The Contractor must submit to the County Prevailing Wage Compliance Manager and DOLI, within five (5) working days of the end of each month, certification for each craft or trade employed on the project, specifying the total hourly amount paid to employees, including wages and applicable fringe benefits using the Pay Scale Certification Form at https://www.doli.virginia.gov/wp-content/uploads/2021/04/DOLI-Pay-Scale-Certification-for-Public-Works-Projects.pdf. The certification must itemize the amount paid in wages and each applicable benefit and list the names and addresses of any third party fund, plan or program to which benefit payments will be made on behalf of employees.
G. The Contractor shall indemnify and hold harmless the County from any fines, demands, claims, suits, and damages, including attorney's fees, resulting from the Contractor's or any subcontractor's failure to pay the Prevailing Wage.
H. The Contractor and its subcontractors shall keep, maintain, and preserve (i) records relating to the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker; and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the construction project is employed each work day and week. The Contractor and its subcontractors shall make such records available to the Prevailing Wage Compliance Manager within 10 days of a request or per a regular schedule established in the Contract, and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time period is requested. The Contractor and its subcontractors must preserve these records for a period of six (6) years after the expiration or earlier termination of the applicable contract.
I. Any Contractor or subcontractor who pays any mechanic, laborer, or worker for services under this Contract less than the Prevailing Wage shall be liable to such individuals for the payment of all wages due, plus interest at an annual rate of eight percent ( $8 \%$ ) from the dates wages were due; and shall be disqualified from bidding on public contracts with any public body until the Contractor or subcontractor has made full restitution. A willful violation of Article 4-104 is a Class I misdemeanor.
J. For questions regarding Prevailing Wage, please email prevailingwage@arlingtonva.us.

## 10. RELEASE AND REQUEST FOR FINAL PAYMENT

In order to receive final payment upon Final Completion of the Project and before Final Acceptance, the Contractor must submit to the Project Officer a signed original notarized copy of the Arlington County Release and Request for Final Payment form per the General Conditions.

## 11. LIQUIDATED DAMAGES

Time is of the essence under this Contract. The Work must be completed within the Time for Completion. The County and the Contractor agree that damages for failure to achieve Substantial Completion of the Work by the date specified under Time for Completion are not susceptible to exact determination but that $\$ 3,360$ and $\$ 3,420$ per calendar day for Segment C and Segment D, respectively, is in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages $\$ 3,360$ and $\$ 3,420$ per calendar day for Segment C and Segment D, respectively, for each and every day beyond the time for Substantial Completion that the County determines Substantial Completion has not achieved. The County and the Contractor also agree that damages for failure to achieve Final Completion of the Work by the date specified under Time for Completion are not susceptible to exact determination but that $\$ 3,360$ and $\$ 3,420$ per calendar day for Segment $C$ and Segment $D$, respectively, is in proportion to the actual loss the County would suffer from such delay. Therefore, the Contractor will pay the County as liquidated damages $\$ 3,360$ and $\$ 3,420$ per calendar day for Segment C and Segment D, respectively, for each and every day beyond the time for Final Completion until Final Completion is achieved.

The County will be entitled to deduct liquidated damages against any sums owed by the County to the Contractor under this Contract. The Contractor hereby waives any defense as to the validity of any liquidated damages on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

## 12. BONUS FOR EARLY COMPLETION (For Segment D Only)

The Contractor will be paid a bonus if Final Completion of the Work is attained before the Scheduled Final Completion Date in the amount of $\$ 5,555.56$ per day for each and every day for up to 6 months for a maximum incentive of $\$ 1,000,000$.

For the purposes of this provision the date of completion of the Work shall be the date that the County determines, in writing and in its sole discretion, that the Contractor has completed all segments of the Project, the final inspection has occurred, and all punch list items are completed to the satisfaction of the Project Officer. If the Time for Completion has be amended by change order(s) or contract amendment(s), the bonus for early completion shall not be paid unless such payment is specifically provided for in the change order(s) or contract amendment(s).

## 13. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever occurs first.

## 14. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

## 15. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

## 16. LIEN

It is expressly agreed that after any payment has been made by the County either to the Contractor for work done, or labor or material supplied under the Contract, the County will have a lien upon all material delivered to the site either by the Contractor, or for the Contractor, which is to be used in the performance of the Contract.

## 17. VALUE ENGINEERING PROPOSAL (VE)

Unless otherwise provided, the Contractor may submit to the County a written VE for modifying the plans, specifications, or other requirements of the Agreement covering the work (Contract) for the purpose of reducing the total cost of the Contract without reducing the design capacity or quality of the finished product. If the VEP is accepted by the County, the net savings will be equally divided by the County and the Contractor.

Each VEP shall result in a net savings over the Contract cost without impairing essential functions and characteristics of the item(s) or of any other part of the project, including, but not limited to, service life, reliability, economy of operation, ease of maintenance, aesthetics, and safety. At least the following information shall be submitted with each VE:
(a) a statement that the proposal is submitted as a VE;
(b) a statement concerning the basis for the VE, benefits to the County, and an itemization of the Contract items and requirements affected by the VE;
(c) a detailed estimate of the cost under the existing Contract and under the VE;
(d) proposed specifications and recommendations as to the manner in which the VE changes are to be accomplished; and
(e) a statement as to the time by which a Contract Amendment adopting the VE must be issued so as to obtain the maximum cost-effectiveness.

The Country will process the VE in the same manner as prescribed for any other proposal that would necessitate issuance of an Amendment. The County may accept a VE in whole or part by issuing an Amendment that will identify the VE on which it is based. The County will not be liable to the Contractor for failure to accept or act on any VE submitted pursuant to these requirements or for delays in the work attributable to any VE. Until a VE is put into effect by an Amendment, the Contractor shall remain obligated to the terms and conditions of the existing Agreement. If an executed Amendment has not been issued by the date on which the Contractor's proposal specifies that a decision should be made or such other date as the Contractor may subsequently have specified in writing, the VE shall be deemed rejected.

The Amendment effecting the necessary modification of the Contract will establish the net savings agreed on, provide for adjustment of the contract prices, and indicate the net savings. The Contractor shall absorb all costs incurred in preparing a VE. Reasonably incurred costs for reviewing and administering a VE will be borne by the County. The County may establish any reasonable conditions it deems appropriate for consideration, approval, and implementation of the VE. The Contractor's 50 percent share of the net savings shall constitute full compensation to it, including by way of illustration and not limitation compensation for time, for effecting all changes pursuant to the Amendment.
Unless specifically provided for in the Amendment authorizing the VE, acceptance of the VE and performance of the work thereunder will not change the Contract Term limit.

The County may adopt a VE for general use in contracts administered by the County if it determines that the VE is suitable for application to other contracts. A VE identical with or similar to a previously submitted VE will be eligible for consideration and compensation under these provisions if it has not been previously adopted for general application to other contracts administered by the County. When a VE is adopted for general use, compensation pursuant to these requirements will be applied only to those awarded contracts for which the VE was submitted prior to the date of adoption of the VE.

If a VEP is based on or is similar to a change in the plans, specifications, or special provisions adopted by the County prior to submission of the VE, as determined by the County, the County will not accept the VE.

The Country will be the sole judge of the acceptability of a VE. The requirements herein apply to each VE initiated, developed, and identified as such by the Contractor at the time of its submission to the County. However, nothing herein shall be construed as requiring the County to consider or approve a VE, and the decision to enter into an Amendment to the contract to accommodate a VE shall be in the County's sole discretion.

Subject to the provisions contained herein, the County, or any other public agency with the County's permission, shall have the right to use all or part of an accepted VE without obligation or compensation of any kind to the Contractor.

If a VE is accepted by the County, any provisions herein that pertain to the adjustment of contract unit prices attributable to alterations of contract quantities will not apply to the items adjusted or deleted as a result of putting the VE into effect by an Amendment.

## 18. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:
A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than $\$ 10,000.00$ relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

## 19. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

## 20. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than $\$ 10,000.00$ relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

## 21. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's
sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

## 22. PROJECT STAFF

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to the Project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and its subcontractors is the sole responsibility of the Contractor.

## 23. FAILURE TO DELIVER

If the Contractor fails to deliver goods or services in accordance with the Contract terms and conditions, the County, after notice to the Contractor, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor. However, if public necessity requires the use of nonconforming materials or supplies, they may be accepted at a reduction in price to be determined solely by the County.

## 24. UNSATISFACTORY WORK

If any of the work done, or material, goods, or equipment provided by the Contractor, is unsatisfactory to the County the Contractor must, upon notice from the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. If the Contractor fails to do so after fifteen (15) days the County shall have the right to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor and offset the expense and administrative costs against any sums owed to the Contractor. This provision applies during the Contract term and during any warranty or guarantee period. At the Project Officer's discretion, rather than correction or replacement of the work, an appropriate adjustment to the Contract Amount may be made.

## 25. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.
Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

## A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any
other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.
2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.
Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

## B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

## 26. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages,
injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees, vendors, delivery drivers and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

The Contractor agrees to defend, indemnify, and hold harmless County from any and all damages, costs, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediations, fines, penalties, and clean-up costs which may be asserted against or imposed upon, or incurred by County arising from Contractor's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to contractor's operations herein.

## 27. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.
The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

## 28. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written
approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

## 29. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written, oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County.
The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

## 30. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

## 31. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended ( $\$ 18.2-438$ et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

## 32. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

## 33. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

## 34. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

## 35. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

## 36. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

## 37. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, proposals must comply with the following guidelines:

- printed double-sided on at least $30 \%$ recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)


## 38. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five (5) years, unless otherwise specified in the Contract, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the
request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five (5) years after the final payment, unless otherwise specified in the Contract, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

## 39. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

## 40. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

## 41. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

## 42. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

## 43. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

## 44. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

## 45. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

## 46. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

## 47. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

## 48. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

## 49. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

## 50. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

## 51. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

## 52. NOTICES

Unless otherwise provided in writing, all legal notices and other formal communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

## TO THE CONTRACTOR:

Saeed Milani-nia
Milani Construction, LLC
2001 MLK Jr Ave, SE
Washington, DC 20020
Phone: (202) 610-9856
F:202-610-9857
Email: estimating@milaniconstruction.net

## TO THE COUNTY:

Edward Sanders, Project Officer<br>DES, Engineering Bureau<br>2100 Clarendon Blvd., Suite 813<br>Arlington, VA 22201<br>Phone: (703) 228-3756<br>Email: esanders@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

## TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

## 53. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

## 54. INSURANCE, PAYMENT AND PERFORMANCE BONDS

The Contractor shall maintain the required insurance coverage and payment and performance bonds as set forth in the Invitation to Bid through completion of the Contract, including all warranty and guarantee periods.

## 55. MATERIAL CHANGES

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

## 56. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

## 57. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA


MILANI CONSTRUCTION, LLC


TITLE: Vice PResident
DATE: 6/26/2023

## EXHIBIT I

## CONTRACTOR PERFORMANCE EVALUATION FORM

## ARLINGTON COUNTY GOVERNMENT

Contractor Performance Evaluation Form

Contractor Name: $\qquad$ Contract No.: $\qquad$

Date: $\qquad$ Project/Contract Name: $\qquad$

Interim Evaluation $\qquad$ Final Evaluation $\qquad$

Scope of Work/Services Provided:
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
Contract Start Date:

Please rate the effectiveness of the Contractor's performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent
Written comments to explain assigned ratings are required for any performance ratings below "satisfactory" or an "excellent" in any category.

## Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor's workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?
$\qquad$
Unacceptable $\qquad$ Poor $\qquad$ Satisfactory $\qquad$ Excellent $\qquad$ N/A
2. Problem Solving and Decision Making

Rate the Contractor's ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.
$\qquad$ Poor $\qquad$ Satisfactory $\qquad$ Excellent $\qquad$
3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?
__ Unacceptable ___ Poor ___ Satisfactory ___ Excellent N/A
4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?
$\qquad$ Unacceptable $\qquad$ Poor $\qquad$ Satisfactory $\qquad$ Excellent $\qquad$ N/A
5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OHSA violations or serious safety accidents?
$\qquad$ Unacceptable $\qquad$ Poor $\qquad$ Satisfactory $\qquad$ Excellent $\qquad$
6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?
__ Unacceptable ___ Poor ___ Satisfactory ___ Excellent N/A
7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?
$\qquad$ Unacceptable $\qquad$ Poor $\qquad$ Satisfactory $\qquad$ Excellent $\qquad$
8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?
$\qquad$ Unacceptable $\qquad$ Poor $\qquad$ Satisfactory $\qquad$ Excellent $\qquad$ N/A
9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope?
$\qquad$ Unacceptable $\qquad$ Poor $\qquad$ Satisfactory $\qquad$ Excellent $\qquad$ N/A
10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.
$\qquad$ Unacceptable $\qquad$ Poor $\qquad$ Satisfactory $\qquad$ Excellent $\qquad$ N/A
11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?
$\qquad$
$\qquad$ Poor $\qquad$ Satisfactory $\qquad$ Excellent $\qquad$ N/A
12. Level of Overall Performance
$\qquad$ Poor $\qquad$ Satisfactory $\qquad$ Excellent $\qquad$ N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?


No

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.
(Project Officer or Contractor, use additional sheets, if Necessary):
$\square$

## Signatures and Certifications:

1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor's performance record on this Contract; and,
2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator's Signature: $\qquad$ Date:

Evaluator's (PjO) Printed Name $\qquad$ Evaluator's Title: $\qquad$
Contractor's signature below acknowledges receipt and the opportunity to respond:

Contractor Signature: $\qquad$ Date: $\qquad$
Contractor Printed Name: $\qquad$ Title: $\qquad$

## EVALUATION RATINGS DEFINITIONS

| Rating | Definition | Notes |
| :--- | :--- | :--- |
| Excellent | Performance meets contractual <br> requirements and exceeds many to the <br> County's benefit. The contractual <br> performance of the element or sub-element <br> being evaluated was accomplished with few <br> minor problems for which corrective actions <br> taken by the contractor were highly <br> effective. | To justify an Exceptional rating, identify multiple <br> significant events and state how they were of benefit <br> to the County. A singular benefit, however, could be <br> of such magnitude that it alone constitutes an <br> Exceptional rating. Also, there should have been NO <br> significant weaknesses identified. |
| Satisfactory | Performance meets contractual <br> requirements. The contractual performance <br> of the element or sub-element contains <br> some minor problems for which corrective <br> actions taken by the contractor appear or <br> were satisfactory. | To justify a Satisfactory rating, there should have been <br> only minor problems, or major problems the <br> contractor recovered from without impact to the <br> contract/order. There should have been NO <br> significant weaknesses identified. A fundamental <br> principle of assigning ratings is that contractors will <br> not be evaluated with a rating lower than Satisfactory <br> solely for not performing beyond the requirements of <br> the contract/order. |
| Poor | Performance does not meet some <br> contractual requirements. The contractual <br> performance of the element or sub-element <br> being evaluated reflects a serious problem <br> for which the contractor has not yet <br> identified corrective actions. The <br> contractor's proposed actions appear only <br> marginally effective or were not fully <br> implemented. | To justify poor performance, identify a significant <br> event in each category that the contractor had <br> trouble overcoming and state how it impacted the <br> County. A poor rating should be supported by <br> referencing the management tool that notified the <br> contractor of the contractual deficiency (e.g., <br> management, quality, safety, or environmental <br> deficiency report or letter). |


| Unacceptable | Performance does not meet most <br> contractual requirements and recovery is <br> not likely in a timely manner. The <br> contractual performance of the element or <br> sub-element contains a serious problem(s) <br> for which the contractor's corrective actions <br> appear or were ineffective. | To justify an Unsatisfactory rating, identify multiple <br> significant events in each category that the contractor <br> had trouble overcoming and state how it impacted <br> the County. A singular problem, however, could be of <br> such serious magnitude that it alone constitutes an <br> unsatisfactory rating. An Unsatisfactory rating should <br> be supported by referencing the management tools <br> used to notify the contractor of the contractual <br> deficiencies (e.g., management, quality, safety, or <br> environmental deficiency reports, or letters). |
| :--- | :--- | :--- |
| Not Applicable <br> (N/A) | N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for <br> evaluation. |  |

# COMMONWEALTH of VIR GINIA DEPARTMENT OF LABOR AND INDUSTRY 

## Gary G. Pan

COMMISSIONER

Virginia Department of Labor and Industry Wage Determination Decision

| Project Name | Columbia Pike Multimodal Street <br> Improvement Project |
| :--- | :--- |
| County Project Code | $23-$ DES-ITBPW-559 |
| DOLI Project Number | ARLC-23-0010 UPDATE |
| County or Independent City | Arlington County |
| Publication Date | $06 / 15 / 2023$ |
| Construction Type | Highway |


| Wage Determinations | Wage | Fringe |
| :--- | :--- | ---: |
| Carpenter, Includes Form Work | $\$ 20.97$ |  |
| Cement Mason/Concrete Finisher | $\$ 20.70$ | $\$ 8.03$ |
| Electrician, Includes Traffic Signalization | $\$ 30.55$ | $\$ 11.51$ |
| Fence Erector | $\$ 15.28$ |  |
| Ironworker, Reinforcing | $\$ 34.18$ |  |
| Ironworker, Structural | $\$ 34.18$ |  |
| Laborer: Asphalt, Includes Raker, Shoveler, |  |  |
| Spreader and Distributor | $\$ 19.06$ | $\$ 1.75$ |
| Laborer: Common or General | $\$ 21.41$ | $\$ 8.11$ |
| Laborer: Grade Checker | $\$ 14.88$ |  |
| Laborer: Pipelayer | $\$ 20.48$ |  |
| Laborer: Power Tool Operator | $\$ 15.69$ |  |
| Operator: Asphalt Spreader and Distributor | $\$ 20.58$ | $\$ 2.31$ |
| Operator: Backhoe/Excavator/Trackhoe | $\$ 23.93$ |  |


| Wage Determinations | Wage | Fringe |
| :--- | :--- | ---: |
| Operator: Bobcat/Skid Steer/Skid Loader | $\$ 19.00$ | $\$ 3.49$ |
| Operator: Broom/Sweeper | $\$ 17.40$ | $\$ 2.01$ |
| Operator: Bulldozer, Including Utility | $\$ 20.64$ |  |
| Operator: Crane | $\$ 29.46$ |  |
| Operator: Drill | $\$ 24.89$ |  |
| Operator: Gradall | $\$ 19.26$ |  |
| Operator: Grader/Blade | $\$ 23.21$ |  |
| Operator: Hydroseeder | $\$ 16.64$ |  |
| Operator: Loader | $\$ 18.92$ |  |
| Operator: Mechanic | $\$ 22.84$ |  |
| Operator: Milling Machine | $\$ 23.19$ | $\$ 2.94$ |
| Operator: Pavement Planer | $\$ 21.14$ |  |
| Operator: Pavement Planer Groundsmen | $\$ 19.75$ |  |
| Operator: Paver (Asphalt, Aggregate, and Concrete) | $\$ 20.33$ | $\$ 2.81$ |
| Operator: Piledriver | $\$ 21.83$ | $\$ 4.08$ |
| Operator: Roller | $\$ 18.92$ |  |
| Operator: Roller (Finishing) | $\$ 18.73$ | $\$ 3.23$ |
| Operator: Screed | $\$ 22.13$ | $\$ 4.89$ |
| Pavement Marking Operator | $\$ 22.16$ |  |
| Pavement Marking Truck Driver | $\$ 18.78$ |  |
| Traffic Control: Flagger | $\$ 13.64$ |  |
| Truck Driver: $1 /$ Single Axle Truck | $\$ 19.35$ |  |
| Truck Driver: Fuel and Lubricant Service | $\$ 18.25$ |  |
| Truck Driver: Heavy 7 7CY \& Under | $\$ 15.53$ |  |
| Truck Driver: Heavy Over 7CY | $\$ 18.05$ |  |
| Truck Driver: Multi Axle | $\$ 20.34$ | $\$ 2.89$ |

Additional Notes

All wage rates to be used on a contract will be set at the time the contract is awarded. While DOLI maintains a list of wage determinations online for reference purposes, only the wage determinations made in an official Wage Determination Decision, sent by DOLI to the contracting agency, can be used to ascertain the exact rates to be paid for a specific contract.

All rates are determined by DOLI and any appeals of specific classifications may be made through the Wage Determination Appeal form available at http://www.doli.virginia.gov/wp-content/uploads/2021/04/Appeal-for-Wage-Determination-Clarification.pdf

Any additional classifications may be requested through the Additional Wage Classification form available at http://www.doli.virginia.gov/wp-content/uploads/2021/04/Request-for-Additional-Wage-Classification.pdf Understand your duties as a contractor under Virginia law by referencing our Contractor Responsibilities information sheet available at http://www.doli.virginia.gov/wp-content/uploads/2021/04/PREVAILING-WAGE-CONTRACTOR-RESPONSIBILITIES.pdf

Your employees have specific rights, which can be found on our List of Employee Rights information sheet available at http://www.doli.virginia.gov/wp-content/uploads/2021/04/PREVAILING-WAGE-EMPLOYEE-RIGHTS.pdf Any further questions should be directed to PrevailingWage@doli.virginia.gov

## EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:
(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

## NATIONAL INDEMNITY COMPANY (BY-LAWS)

## Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

## NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

## NATIONAL LIABILITY \& FIRE INSURANCE COMPANY (BY-LAWS)

## ARTICLE IV Officers

## Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

## NATIONAL LIABILITY \& FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

# Arlington County, Virginia 

Sy Gezachew
Procurement Officer
sgezachew@arlingtonva.us

## RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER 2.

FIRM NAME: MIGNi Constrancoro, LLC


| Columbia Pike Multimodal Street Improvements Project Segment C |  |
| :--- | :---: |
| Contract Amount Summary |  |
| Description |  |
| Segment C |  |
| Segment D |  |
| Grand Total Bid |  |

THE UNDERSIGNED CERTIFIES THAT (Milani Construction, LLC)
IS CURRENTLY REGISTERED WITH THE VIRGINIA STATE BOARD OF CONTRACTORS AS REQUIRED BY THE CODE OF VIRGINIA. CERTIFICATE NUMBER 2705121820 WAS ISSUED ON THE _30th__DAY OF _June___, 2021. THE UNDERSIGNED FURTHER CERTIFIE THAT THE REGISTRATION FEE AND ALL RENEWAL FEES REQUIRED UNDER LAW HAVE BEEN PAID. THE CONTRACTOR AGREES TO FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS, AND ALL THINGS NECESSARY TO PERFORM THE WORK AS SET FORTH IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE CONTRACTOR AGREES TO PERFORM RELATED WORK FOR THE FOLLOWING ITEMS AT THE FOLLOWING STIPULATED PRICES: (ALL PRICES INCLUDE PROVISION AND INSTALLATION).

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| C1 | GENERAL EARTH WORK |  |  |  |  |
| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
| 02200-c1-00050 | Select Borrow (VDOT Section 207 - Select Material, Type I) | 3515 | CY | \$90.00 | \$316,350.00 |
| 02200-c1-00140 | Aggregate, VDOT \#21-B (Compacted in Place per VDOT standards \& Specs) | 3685 | CY | \$120.00 | \$442,200.00 |
|  |  |  |  | SUBTOTAL | \$758,550.00 |


| CONCRETE WORK |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
| 02750-C2-00020 | Concrete Curb, Standard Header Curb C-3 (Arlington County Detail R-2.0), includes curb | 763 | LF | \$70.00 | \$53,410.00 |
| 02750-C2-00060 | Concrete Curb \& Gutter, Standard C-2 and C2R (Arlington County Detail R-2.0), includes curb \& gutter for aprons, ramps, etc. | 4414 | LF | \$80.00 | \$353,120.00 |
| 02611-C2-00110 | Concrete Sidewalk, 4" Thickness (Arlington County Detail R-2.0) | 983 | SY | \$170.00 | \$167,110.00 |
| 02611-c2-00190 | CG-12 Detectable Warning Surface - | 83 | SY | \$450.00 | \$37,350.00 |
| 02611-C2-00180 | Concrete Driveway Entrance, 9" Thick <br> Commercial (Arlington County Details R-2.4A, | 475 | SY | \$340.00 | \$161,500.00 |
| 03100-C2-0200 | Concrete Steps Each (Arlington County Detail R-3.0, including all reinforcing bars as shown | 170 | LF-W | \$600.00 | \$102,000.00 |
| 03100-C2-5P130 | Concrete Bus Pad as per detail Inset C shown on Sheet C3.1.1. <br> Concrete Surface A-3 Concrete with Welded Wire 6"x6" W2.9xW2.9. | 70 | CY | \$1,250.00 | \$87,500.00 |
| 02750-c2-00075 | Concrete Curb \& Gutter, Standard C-4 (Arlington County Detail R-2.0) | 215 | LF | \$90.00 | \$19,350.00 |
| 02750-C2-5P120 | Concrete Sidewalk as per details shown on sheet C14.4, C14.5 \& C14.6. including but not limited to brick bands, steel edgings, WWM, rebars, dowels, vapor barriers all complete | 2751 | SY | \$220.00 | \$605,220.00 |
|  |  |  |  | SUBTOTAL | \$1,586,560.00 |


| 02600-C3-00010 | Asphalt Concrete, Planing or Milling (1/2" to 3" Depth) | 1532 | SY | \$5.00 | \$7,660.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02600-C3-00030 | Asphalt Concrete, Base Course (VDOT BM- 25.0A) | 155 | TON | \$250.00 | \$38,750.00 |
| 02600-C3-00160 | Asphalt Concrete, Base Course (VDOT BM- 25.0D) | 3795 | TON | \$155.00 | \$588,225.00 |
| 02600-C3-00050 | Asphalt Concrete, Intermediate Course (VDOT IM-19.0D) | 2533 | TON | \$175.00 | \$443,275.00 |
| 02600-C3-00060 | Asphalt Concrete, Surface Course (VDOT SM9.5A) | 40 | TON | \$500.00 | \$20,000.00 |
| 02600-C3-00070 | Asphalt Concrete, Surface Course (VDOT SM- 9.5D) | 1452 | TON | \$140.00 | \$203,280.00 |
|  |  |  |  | SUBTOTAL | \$1,301,190.00 |

C4
STORM SEWER UTILITY WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02500-C4-00620 | 15" Pipe, RCP Class III, In Place Up to 6' Deep | 50 | LF | \$300.00 | \$15,000.00 |
| 02505-C4-00630 | 15" Pipe, RCP Class III, In Place 6' to 8' Deep | 725 | LF | \$300.00 | \$217,500.00 |
| 02500-C4-00650 | 18" Pipe, RCP Class III, In Place 6' to 9' Deep | 190 | LF | \$275.00 | \$52,250.00 |
| 02505-C4-01440 | Underdrain, Standard VDOT UD-4 | 2450 | LF | \$20.00 | \$49,000.00 |
| 02505-C4-00010 | Storm Manhole MH-1 (Arlington County Detail D-3.0), In Place, DEPTH 8' | 4 | EA | \$8,000.00 | \$32,000.00 |
| 02505-C4.00080 | CB-2 (Arlington County Standards), In Place Up to 6' Deep | 3 | EA | \$12,000.00 | \$36,000.00 |
| 02505-C4-00100 | CB-2A or CB-2B (throat lengths from 8'-6" up to $16^{\prime}-0$ '), In Place Up to $6^{\prime}$ Deep, Arlington | 11 | EA | \$12,000.00 | \$132,000.00 |
| 02505-C4-00470 | Catch Basin Structure Top, Remove \& | 8 | EA | \$3,000.00 | \$24,000.00 |
| 02505-c4.00520 | Convert Catch Basin to Manhole | 2 | EA | \$2,000.00 | \$4,000.00 |
| 02505-C4.00600 | Storm Manhole, Catch Basin, Drop Inlet, Yard Inlet, or Grate Inlet, Remove | 2 | EA | \$900.00 | \$1,800.00 |
| 02500-C4.00061 | Storm Manhole (VDOT MH-1, MH1-A), In Place, PER ADDITIONAL VF OVER $8^{\prime}$ | 10 | VF | \$300.00 | \$3,000.00 |
| 02505-C4-00110 | CB-2A or CB-2B (throat lengths from 8'-6" up to $16^{\prime}-0$ "), Each VF Over 6' Deep, Arlington | 19 | VF | \$750.00 | \$14,250.00 |
| 02500-C4-5P100 | Install Underground 8" Corrugated Flexible Drainage Pipe all complete | 41 | LF | \$120.00 | \$4,920.00 |
| 02500-C4-SP200 | Cast in place custom inlet as per detail shown on sheet C2.5 | 2 | EA | \$12,000.00 | \$24,000.00 |
|  |  |  |  | SUBTOTAL | \$609,720.00 |

## C6

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02550-66-00140 | 12-Inch Gate Valve \& Valve Box | 17 | EA | \$6,500.00 | \$110,500.00 |
| 02550-66-00150 | 8-Inch Gate Valve \& Valve Box | 7 | EA | \$4,000.00 | \$28,000.00 |
| 02550-c6-00160 | 6-Inch Gate Valve \& Valve Box | 2 | EA | \$3,400.00 | \$6,800.00 |
| 02550-66-00190 | Connect To Existing 12 -Inch Water Main | 3 | EA | \$8,000.00 | \$24,000.00 |
| 02550-66-00200 | Connect To Existing 8-Inch Water Main | 6 | EA | \$7,700.00 | \$46,200.00 |
| 02550-66-00210 | Connect To Existing 6-Inch Water Main | 3 | EA | \$6,000.00 | \$18,000.00 |
| 02550-66-00250 | Remove Existing Fire Hydrant | 4 | EA | \$1,100.00 | \$4,400.00 |
| 02550-66-00270 | Install New Fire Hydrant (includes Fire Hydrant, Gate Valve with Valve Box and up | 5 | EA | \$10,000.00 | \$50,000.00 |
| 02550-66-00300 | Cut \& Cap 12-Inch Water Main | 2 | EA | \$1,500.00 | \$3,000.00 |
| 02550-66-00320 | Cut \& Cap 8-Inch Water Main | 1 | EA | \$1,250.00 | \$1,250.00 |
| 02550-C6-00630 | Service Taps - 3/4-inch and 1-inch (TAP MAIN, INSTALL COPPER TUBING, INSTALL ANGLE VALVES, CORPORATION COCK, METER BOX AND METER YOKE/METER, CONNECT TO EXISTING PRIVATE SERVICE LINE, BACKFILL | 7 | EA | \$6,500.00 | \$45,500.00 |
| 02550-C6-06690 | Service Taps - $11 / 2$-inch and 2-inch (TAP MAIN, INSTALL COPPER TUBING, INSTALL GATE VALVES, CORPORATION COCK, METER BOX AND METER, CONNECT TO EXISTING PRIVATE SERVICE LINE, BACKFILL AND | 1 | EA | \$8,000.00 | \$8,000.00 |
| 02550-C6-00030 | 12-Inch Water Main, DIP CL-52, Upto 6' Deep | 1325 | LF | \$270.00 | \$357,750.00 |
| 02550-66-00040 | 12-Inch Water Main, DIP CL-52, > 6' Deep | 380 | LF | \$280.00 | \$106,400.00 |
| 02550-C6-00050 | 8-Inch Water Main, DIP CL-52, Upto 6' Deep | 270 | LF | \$230.00 | \$62,100.00 |
| 02550-66-00060 | 8-Inch Water Main, DIP CL-52, > 6' Deep | 195 | LF | \$240.00 | \$46,800.00 |
| 02550-C6-00070 | 6-Inch Water Main, DIP CL-53, Upto 6' Deep | 80 | LF | \$220.00 | \$17,600.00 |
| 02550-C6-00640 | Service Taps - 3/4-inch and 1-inch PER ADDITIONAL LINEAR FOOT OVER 10 FT. | 130 | LF | \$130.00 | \$16,900.00 |
| 02550-C6-00700 | Service Taps - $11 / 2$-inch and 2 -inch PER ADDITIONAL LINEAR FOOT OVER 10 FT . | 15 | LF | \$160.00 | \$2,400.00 |
| 02550-C6-57741 | Water Meter Vault Per Detail on Sheet C2.5 |  | EA | \$19,000.00 | \$19,000.00 |
|  |  |  |  | SUBTOTAL | \$974,600.00 |

C7

## SANITARY SEWER WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02510-C7-00010 | Sanitary Sewer - 8' PVC, SDR 35, DEPTH < 8' | 25 | LF | \$250.00 | \$6,250.00 |
| 02510-C7-00020 | Sanitary Sewer - 8' PVC, SDR 35, 8' $\leq$ DEPTH | 50 | LF | \$250.00 | \$12,500.00 |
| 02510-C7-00030 | Sanitary Sewer - $8^{\prime \prime}$ PVC, SDR 26, DEPTH $\geq 14^{\prime}$ | 30 | LF | \$250.00 | \$7,500.00 |
| 02510-C7-00140 | Sanitary Sewer - 12" PVC, SDR $35,8^{\prime} \leq$ DEPTH | 570 | LF | \$340.00 | \$193,800.00 |
| 02510-c7-00150 | Sanitary Sewer - 12" PVC, SDR 26, DEPTH $\geq$ | 775 | LF | \$540.00 | \$418,500.00 |


| $02510-C 7-00200$ | Manhole - Precast Concrete, 4' ID, DEPTH < | 4 | EA | \$11,000.00 | \$44,000.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02510-C7-00210 | Manhole-Precast Concrete 4' I.D. DEPTH > 8', PER ADDITIONAL VF OVER 8 ' | 20 | VF | \$1,350.00 | \$27,000.00 |
| 02510-C7-00220 | Manhole-Precast Concrete 5' I.D. DEPTH < $8^{\prime}$ | 5 | EA | \$12,500.00 | \$62,500.00 |
| 02510-C7-00230 | Manhole-Precast Concrete 5' I.D. DEPTH >8', PER ADDITIONAL VF OVER 8' | 30 | VF | \$1,400.00 | \$42,000.00 |
| 02510-C7-00760 | Sanitary Sewer Drop Connection, All sizes, (Arlington County Detail S-2.3) | 5 | EA | \$5,000.00 | \$25,000.00 |
| 02510-C7-00270 | Sanitary Sewer House Laterals(IN ACCORDANCE WITH Arlington County CONSTRUCTION STANDARDS AND | 265 | LF | \$185.00 | \$49,025.00 |
| 02510.C7-5P255 | Remove Existing Sanitary Manhole | 5 | EA | \$900.00 | \$4,500.00 |
| 02510-C7-5P261 | Connect to Existing MH \#1938-B | 1 | EA | \$3,000.00 | \$3,000.00 |
| $02510-C 7-$-P262 | Connect to Existing Sanitary Sewer Main with Sleeve in Place | 5 | EA | \$3,000.00 | \$15,000.00 |
|  |  |  |  | SUBTOTAL | \$910,575.00 |


| C8 | TRAFFIC SIGNAL WORK |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| 13160-C8-5P300 | Traffic Signal Work Complete per Plan C17.1 C17.2 and C17.3 | 1 | LS | \$400,000.00 | \$400,000.00 |
| 13160-C8-5P400 | Traffic Signal Work Complete per Plan C17.3 C17.5 and C17.6 | 1 | LS | \$600,000.00 | \$600,000.00 |
| 13160-C8-SP500 | OPTIONAL ITEM: Traffic Signal Work Complete per Columbia Pike and S Rolfe Street Intersection Realignment 30\% Design Plan - Attachment N |  | LS | \$675,000.00 | \$675,000.00 |
|  |  |  |  | SUBTOTAL | \$1,675,000.00 |

C9

## STREET LIGHTING WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 14030-C9-00030 | Furnish and Install 2 inch SCH 80 HDPE Direct Bore Conduit (Detail 14030-01) | 650 | LF | \$360.00 | \$234,000.00 |
| ${ }^{14030-c 9.00040}$ | Furnish and Install 2 Inch Sch 40 PVC Conduit in Trench (Detail 14030-01) | 2205 | LF | \$80.00 | \$176,400.00 |
| 14040-C9.00220 | Enter Existing Junction Box | 2 | EA | \$2,200.00 | \$4,400.00 |
| 14050-c9.00260 | Furnish \& Install full set of conductors as required by plan per linear foot of conduit | 2855 | LF | \$13.00 | \$37,115.00 |
| 14060-c9-00290 | Install Streetlight Pole Foundation Type F-1 (Detail 14060-01) | 6 | EA | \$6,750.00 | \$40,500.00 |
| 14060-c9.00310 | Install Shallow Depth Foundation (Detail | 18 | EA | \$6,750.00 | \$121,500.00 |
| 14060-C9-00350 | Removal of Existing Foundation - up to 4' | 5 | EA | \$5,000.00 | \$25,000.00 |
| 14100-C9-00630 | Furnish and Install Meter Pan, Pedestal, Control Box and Components (Detail 14100- |  | EA | \$7,000.00 | \$7,000.00 |


| 14112-C9-00920 | Decorative Post-Top Aluminum Streetlight Pole with Double Post Top Luminaires per Arlington Lighting Standard 14112-02 | 19 | EA | \$20,000.00 | \$380,000.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 14050-c9.spooso | Relocate Existing Streetlight Pole, Luminaire Arm and Light Fixture | 5 | EA | \$3,750.00 | \$18,750.00 |
| 14050-C9-5P990 | Remove Roadway Light or Streetlight Pole | 5 | EA | \$3,750.00 | \$18,750.00 |
|  |  |  |  | SUBTOTAL | \$1,063,415.00 |

## C10 PAVEMENT MARKING AND SIGNAGE WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02900-C10-00030 | Twelve (12) Inch Transverse Markings | 90 | LF | \$6.20 | \$558.00 |
| 02900-C10-00040 | Eighteen (18) Inch Transverse Markings | 210 | LF | \$24.00 | \$5,040.00 |
| 02900-C10-00050 | Twenty Four (24) Inch Transverse Markings, Note: Used For Continental (Ladder) | 840 | LF | \$15.00 | \$12,600.00 |
| 02900-C10-00070 | Four (4) Inch Longitudinal Solid Line | 1790 | LF | \$3.00 | \$5,370.00 |
| 02900-c10-00080 | Four (4) Inch Longitudinal Skip Line (Ten (10) Foot Line/Thirty (30) Foot Spacing), Note: Forty (40) LF Consists of Ten (10) LF of | 3160 | LF | \$2.00 | \$6,320.00 |
| 02900-c10-5P100 | Four (4)Inch Yellow Longitudinal Skip Line (Two (2) Foot Line/ Four (4) Foot Spacing), Note: Six (6) LF Consists of Two (2) LF of Marking and Four (4) LF of Space | 68 | LF | \$5.25 | \$357.00 |
| 02900-C10-00120 | Six (6) Inch Longitudinal Solid Line | 1045 | LF | \$3.00 | \$3,135.00 |
| 02900-c10-00160 | Six (6) Inch Longitudinal Skip Line (Two (2) Foot Line/ Four (4) Foot Spacing), Note: Twelve (12) LF Consists of Two (2) LF of | 45 | LF | \$2.25 | \$101.25 |
| 02900-c10-00170 | Twelve (12) Inch Yellow Longitudinal Centerline, Two - Four (4) Inch Yellow Lines | 1245 | LF | \$5.25 | \$6,536.25 |
| 02900-C10-00240 | Single Arrows | 9 | EA | \$250.00 | \$2,250.00 |
| 02900-C10-00250 | Combination Arrows | 2 | EA | \$325.00 | \$650.00 |
| 02900-c10-00300 | Standard Bicycle Symbols (MUTCD, Chapter 9C, Figure 9C-9), "Shared Lane Marking" | 1 | EA | \$460.00 | \$460.00 |
| 02619-c10-00410 | Traffic Control Sign (Typical Stop, Yield, No Parking, Speed Limit, or Similar) | 11 | EA | \$650.00 | \$7,150.00 |
| 02619-c10-00430 | Parking, Speed Limit, or Similar), Relocate with New Post | 21 | EA | \$750.00 | \$15,750.00 |
|  |  |  |  | SUBTOTAL | \$66,277.50 |

## C11

LANDSCAPE AND HARDSCAPE

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :--- | :--- | ---: | ---: | ---: | ---: |
|  | Planting Soil Mixture / Backfill Soil Mixture <br> (per Arlington County DPR Specification and <br> Bid Plan Set Attachment-D) |  |  |  |  |
| 02800-c11-SP020 |  | 900 | CY | $\$ 135.00$ | $\$ 121,500.00$ |


| 02800-C11-SP031 | Continuous Soil Panel (Per DPR Detail 329300.11 Modified shown on Bid Plan Set Attachment-D) | 1760 | CY | \$160.00 | \$281,600.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02801-C11-00040 | Shredded hardwood mulch; Aged 6 months minimum - Free of Trash \& Debris | 440 | CY | \$120.00 | \$52,800.00 |
| 02801-C11-00050 | Seed, Mixture of $85 \%$ Tall Fescue/Bluegrass and 15\% Annual Rye | 1000 | SY | \$15.00 | \$15,000.00 |
| 02801-C11-00060 | Sod, Tall Fescue/Bluegrass Mixture | 2070 | SY | \$20.00 | \$41,400.00 |
| 02200-C11-00500 | Tree/Stump Removal - Class A. Remove and Dispose, Up to 6" DBH to 12" DBH (Diameter at Breast Height) | 27 | EA | \$300.00 | \$8,100.00 |
| 02100-C11-00501 | Tree/Stump Removal - Class B. Remove and Dispose, over 12" DBH to 18" DBH (Diameter at Breast Height) | 13 | EA | \$950.00 | \$12,350.00 |
| 02100-C11-00502 | Tree/Stump Removal - Class C. Remove and Dispose, over 18" DBH to 24" DBH (Diameter at Breast Height) | 1 | EA | \$1,800.00 | \$1,800.00 |
| 05500-C11-00140 | Handrail (Arlington County Detail R-3.1) | 185 | LF | \$110.00 | \$20,350.00 |
| 02800-C11-00200 | Chain Link Fence, Height Less Than or Equal to 6 ' | 200 | LF | \$50.00 | \$10,000.00 |
| 05500-C11-00260 | Fence and Posts (Any Size or Material), Remove \& Dispose, only when not included in other pay items | 1330 | LF | \$5.00 | \$6,650.00 |
| 03100-C11-SP105 | Retaining Wall - Concrete Gravity as per details shown Sheet C20.1 | 3640 | CF | \$50.00 | \$182,000.00 |
| 05500-C11-SP205 | Furnish and Install 6' Tall Hinged Wooden Gate Per Sheet C10.1 |  | EA | \$900.00 | \$900.00 |
| 05500-C11-5P181 | Wooden Fence, Height Up to 6' per sheet C10.1 | 120 | LF | \$40.00 | \$4,800.00 |
|  |  |  |  | SUBTOTAL | \$759,250.00 |

C12 BUS STOP SHELTER AND FURNISHINGS

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 13130-C12-00010 | Bus Shelter Pad (Detail R-2.10) (6" and 10" | 275 | SY | \$170.00 | \$46,750.00 |
| 13130-C12-00150 | Install Traditional/Contemporary Bicycle | 6 | EA | \$900.00 | \$5,400.00 |
| 10530-C12-00200 | Bus Shelter (Any type), Remove, Transport and Salvage in the County Facility 2900 S. Eads Street | 1 | EA | \$4,500.00 | \$4,500.00 |
| 13130-C12-00101 | Install 8' Free-standing Bench | 2 | EA | \$3,000.00 | \$6,000.00 |
|  |  |  |  | SUBTOTAL | \$62,650.00 |

C18

## NON COUNTY UTILITIES

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02580-C18-00120 | 1-4" Duct Standard Duct Bank (1W X 1H) All | 395 | LF | \$90.00 | \$35,550.00 |
| 02580-C18-D0130 | 2-4" Duct Standard Duct Bank (2W X 1H) All | 100 | LF | \$150.00 | \$15,000.00 |
| 02580-C18-D0220 | 2-8" Duct Standard Duct Bank (2W X 1H) All | 245 | LF | \$280.00 | \$68,600.00 |


| 02580-C18-D0230 | 4-8" Duct Standard Duct Bank (2W X 2H) All | 270 | LF | \$430.00 | \$116,100.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02580-C18-D0240 | 6-8" Duct Standard Duct Bank (2W X 3H) All Depths | 470 | LF | \$650.00 | \$305,500.00 |
| 02580-C18-D0510 | 1-4" \& 2-8" Duct Standard Duct Bank (1W X $1 \mathrm{H} \& 2 \mathrm{~W} \times 1 \mathrm{H}$ ) All Depths | 120 | LF | \$275.00 | \$33,000.00 |
| 02580-C18-D0515 | 1-4" \& 4-8" Duct Standard Duct Bank (1W X $1 \mathrm{H} \& 2 \mathrm{~W} \times 2 \mathrm{H}$ ) All Depths | 185 | LF | \$500.00 | \$92,500.00 |
| 02580-C18-D05P4 | 2-4" \& 4-8" Duct Standard Duct Bank (1W X $1 \mathrm{H} \& 2 \mathrm{~W} \times 2 \mathrm{H}$ ) All Depths | 19 | LF | \$500.00 | \$9,500.00 |
| 02580-C18-DoSP5 | 1-4" \& 6-8" Duct Standard Duct Bank (1W X $1 \mathrm{H} \& 2 \mathrm{~W} \times 3 \mathrm{H}$ ) All Depths | 14 | LF | \$560.00 | \$7,840.00 |
| 02580-C18-DoSP6 | 2-6" \& 2-8" Duct Standard Duct Bank (2W X 1H \& 2W X 1H) All Depths | 57 | LF | \$440.00 | \$25,080.00 |
| 02580-C18-DoSP7 | DEV MANHOLE (8'X16'10') 0-5' Deep (DEV provided manhole frame anc covers) | 2 | EA | \$50,000.00 | \$100,000.00 |
| 02580-C18-DoSP8 | INSTALL 78"X48" DEV SPLICE BOX (PROVIDED | 1 | EA | \$6,000.00 | \$6,000.00 |
| 02580-C18-D05P9 | Furnish and Install DEV Meter Base or Meter <br> Pedestal and Disconnect Switch | 8 | EA | \$3,500.00 | \$28,000.00 |
| 02580-C18-DOS10 | connections including all materials, appurtenances, labor, permitting, and coordination to make the secondary service connections in accordance with the latest edition of Dominion Energy's Blue Book. | 4 | EA | \$1,000.00 | \$4,000.00 |
| 02580-C18-CO130 | 2-4" Duct Standard Duct Bank (2W X 1H)All | 895 | LF | \$125.00 | \$111,875.00 |
| 02580-C18-c0140 | 4-4" Duct Standard Duct Bank (2W X 2H) All | 365 | LF | \$180.00 | \$65,700.00 |
| 02580-C18-Cosp 1 | 1-4" Duct Standard Duct Bank (1W X 1H) All | 44 | LF | \$110.00 | \$4,840.00 |
| 02580-C18-Cosp2 | 5-4" Duct Standard Duct Bank (2W X 3H) All | 175 | LF | \$195.00 | \$34,125.00 |
| 02580-C18-COSP3 | 7-4" Duct Standard Duct Bank (2W X 4H) All | 22 | LF | \$275.00 | \$6,050.00 |
| 02580-C18-CosP4 | INSTALL COMCAST DOUBLE VAULT ( $62.5^{\prime \prime} \mathrm{x}$ 40") (Vault Provided by Comcast) | 3 | EA | \$5,500.00 | \$16,500.00 |
| 02580-C18-COSP5 | INSTALL COMCAST 2'x3' HAND HOLE (Handhole Provided by Comcast) | 5 | EA | \$1,450.00 | \$7,250.00 |
| 02580-C18-SP010 | 1-2" Elec. Conduit All Depths | 455 | LF | \$25.00 | \$11,375.00 |
| 02581-C18-SPO20 | 1-2" Comm. Conduit All Depths | 285 | LF | \$25.00 | \$7,125.00 |
|  |  |  |  | SUBTOTAL | \$1,111,510.00 |

CONTRACT TOTAL (EXCLUDING PERCENTAGE ITEMS)
\$10,879,297.50
PCT PERCENTAGE LINE ITEMS

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01500-C13-10000 | Temporary Erosion and Sediment Controls | NA | \% | 1.0\% | \$108,792.98 |
| 01000-C16-00010 | Maintenance of Traffic (MOT) | NA | \% | 3.8\% | \$413,413.31 |
| 01000-C16-00030 | Mobilization and De-Mobilization | NA | \% | 10.0\% | \$1,087,929.75 |
| 01500-SA-00200 | SWPPP Administration | NA | \% | 0.1\% | \$10,879.30 |
|  | PERCENTAGE LINE ITEMS SUBTOTAL |  |  |  | \$1,621,015.33 |

THE UNDERSIGNED CERTIFIES THAT (Milani Construction, LLC)
IS CURRENTLY REGISTERED WITH THE VIRGINIA STATE BOARD OF CONTRACTORS AS REQUIRED BY THE CODE OF VIRGINIA. CERTIFICATE NUMBER 2705121820 WAS ISSUED ON THE30th_DAY OF June_, 2021 THE UNDERSIGNED FURTHER CERTIFIES THAT THE REGISTRATION FEE AND ALL RENEWAL FEES REQUIRED UNDER LAW HAVE BEEN PAID. THE CONTRACTOR AGREES TO FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS, AND ALL THINGS NECESSARY TO PERFORM THE WORK AS SET FORTH IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE CONTRACTOR AGREES TO PERFORM RELATED WORK FOR THE FOLLOWING ITEMS AT THE FOLLOWING STIPULATED PRICES: (ALL PRICES INCLUDE PROVISION AND INSTALLATION).

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| C1 | GENERAL EARTH WORK |  |  |  |  |
| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
| 02200-C1-00050 | Select Borrow (VDOT Section 207 - Select Material, Type I) | 5665 | CY | \$90.00 | \$509,850.00 |
| 02200:C1-00140 | Aggregate, VDOT \#21-B (Compacted in Place per VDOT standards \& Specs) | 5840 | CY | \$120.00 | \$700,800.00 |
|  |  |  |  | SUBTOTAL | \$1,210,650.00 |

C2
CONCRETE WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02750-c2-00020 | Concrete Curb, Standard Header Curb C-3 (Arlington County Detail R-2.0), includes curb for aprons, ramps, etc. | 1475 | LF | \$70.00 | \$103,250.00 |
| 02750.c2-00060 | Concrete Curb \& Gutter, Standard C-2 and C2R (Arlington County Detail R-2.0), includes curb \& gutter for aprons, ramps, etc. | 4475 | LF | \$80.00 | \$358,000.00 |
| 02750-c2-00100 | Valley Gutter (Arlington County Detail R-2.9, including all materials as shown in detail) | 35 | SY | \$230.00 | \$8,050.00 |
| 02611-C2-00110 | Concrete Sidewalk, 4" Thickness (Arlington County Detail R-2.0) | 2175 | SY | \$170.00 | \$369,750.00 |
| 02611-C2-00190 | CG-12 Detectable Warning Surface Truncated Domes | 115 | SY | \$450.00 | \$51,750.00 |
| 02611-C2-00180 | Concrete Driveway Entrance, 9" Thick Commercial (Arlington County Details $\mathrm{R}-2.4 \mathrm{~A}$, R-2.4B, R-2.4C, R-2.4D) | 500 | SY | \$300.00 | \$150,000.00 |
| 03100-C2-00200 | Concrete Steps Each (Arlington County Detail R-3.0, including all reinforcing bars as shown in detail) | 110 | LF-W | \$550.00 | \$60,500.00 |
| 03100-C2-5P130 | Concrete Bus Pad as per detail Inset C shown on Sheet D3.1. <br> Concrete Surface A-3 Concrete with Welded Wire 6"x6" W2.9xW2.9. | 225 | CY | \$1,250.00 | \$281,250.00 |
| 03100-C2-00240 | Concrete and Formwork (VDOT Class A4), only when not included in other pay items | 19 | CY | \$1,150.00 | \$21,850.00 |
| 02750-c2-0075 | Concrete Curb \& Gutter, Standard C-4 (Arlington County Detail R-2.0) | 390 | LF | \$90.00 | \$35,100.00 |


|  | Concrete Sidewalk as per details shown on <br> sheet D14.6, D14.7 \& D14.7.1 including but <br> not limited to brick bands, steel edgings, <br> WWM, rebars, dowels, vapor barriers all |  |  |  |  |
| :--- | :--- | :--- | :--- | ---: | ---: |
| 02750-C2-SP120 | complete. | 2585 | SY | $\$ 220.00$ | $\$ 568,700.00$ |
|  |  |  |  | SUBTOTAL | $\$ 2,008, \mathbf{2 0 0 . 0 0}$ |

C3 ASPHALT WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02600-C3-00010 | Asphalt Concrete, Planing or Milling (1/2" to 3" Depth) | 2490 | SY | \$5.00 | \$12,450.00 |
| 02600-C3.00030 | Asphalt Concrete, Base Course (VDOT BM- 25.0A) | 265 | TON | \$250.00 | \$66,250.00 |
| 02600-C3-00160 | Asphalt Concrete, Base Course (VDOT BM25.OD) | 5820 | TON | \$155.00 | \$902,100.00 |
| 02600-C3-00050 | Asphalt Concrete, Intermediate Course (VDOT IM-19.0D) | 3900 | TON | \$175.00 | \$682,500.00 |
| 02600-C3.00060 | Asphalt Concrete, Surface Course (VDOT SM9.5A) | 65 | TON | \$350.00 | \$22,750.00 |
| 02600.C3-00070 | Asphalt Concrete, Surface Course (VDOT SM- 9.5D) | 2245 | TON | \$140.00 | \$314,300.00 |
|  |  |  |  | SUBTOTAL | \$2,000,350.00 |

C4 STORM SEWER UTILITY WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02500.C4-00620 | 15" Pipe, RCP Class III, In Place Up to 6' Deep | 335 | LF | \$225.00 | \$75,375.00 |
| 02505-C4.00630 | 15" Pipe, RCP Class III, In Place 6' to 8' Deep | 500 | LF | \$250.00 | \$125,000.00 |
| 02500-C4.00650 | 18" Pipe, RCP Class III, In Place 6' to 9' Deep | 60 | LF | \$375.00 | \$22,500.00 |
| 02500-C4.00690 | 24" Pipe, RCP Class III, In Place 6' to 11' Deep | 360 | LF | \$260.00 | \$93,600.00 |
| 02505-C4-01440 | Underdrain, Standard VDOT UD-4 | 4475 | LF | \$20.00 | \$89,500.00 |
| 02505-C4-01480 | Abandon storm pipe in place Including capping all open ends and completely filling sewer with flowable fill (All material types, sizes and depths) | 90 | LF | \$100.00 | \$9,000.00 |
| 02505-C4-00010 | Storm Manhole MH-1 (Arlington County Detail D-3.0), In Place, DEPTH $8^{\prime}$ | 2 | EA | \$10,000.00 | \$20,000.00 |
| 02505-C4.00100 | CB-2A or CB-2B (throat lengths from 8'-6" up to $16^{\prime}-0^{\prime \prime}$ ), In Place Up to $6^{\prime}$ Deep, Arlington County Standards. | 18 | EA | \$12,000.00 | \$216,000.00 |
| 02505-C4-00470 | Catch Basin Structure Top, Remove \& Replace |  | EA | \$3,500.00 | \$10,500.00 |


| 02505-C4-00600 | Storm Manhole, Catch Basin, Drop Inlet, Yard Inlet, or Grate Inlet, Remove | 4 | EA | \$1,000.00 | \$4,000.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02500-C4.00011 | Storm Manhole MH-1 (Arlington County Detail D-3.0), In Place, PER ADDITIONAL VF OVER $8^{\prime}$ | 3 | VF | \$250.00 | \$750.00 |
| 02505-C4.00110 | CB-2A or CB-2B (throat lengths from 8'-6" up to $\left.16^{\prime}-0^{\prime \prime}\right)$, Each VF Over 6' Deep, Arlington County Standards. | 25 | VF | \$500.00 | \$12,500.00 |
| 02505-C4-SP200 | Cast in place custom inlet as per notes mentioned on D10.2 and detail shown on sheet D2.4 | 1 | EA | \$12,000.00 | \$12,000.00 |
|  |  |  |  | SUBTOTAL | \$690,725.00 |

## C5

GUARDRAIL

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  |  |  |  | SUBTOTAL |  |

C6

## WATERMAIN WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02550-C6-00140 | 12-Inch Gate Valve \& Valve Box | 26 | EA | \$6,500.00 | \$169,000.00 |
| 02550-C6-00150 | 8-Inch Gate Valve \& Valve Box |  | EA | \$4,000.00 | \$12,000.00 |
| 02550-C6-00160 | 6-Inch Gate Valve \& Valve Box |  | EA | \$3,400.00 | \$3,400.00 |
| 02550-C6-00190 | Connect To Existing $12-$ Inch Water Main |  | EA | \$8,000.00 | \$72,000.00 |
| 02550-66-00200 | Connect To Existing 8-Inch Water Main |  | EA | \$7,700.00 | \$30,800.00 |
| 02550.C6-00230 | 2-Inch Air Release Or Vacuum Valve In Concrete Manhole For All Diameter Of Water Mains |  | EA | \$10,500.00 | \$21,000.00 |
| 02550-C6-00250 | Remove Existing Fire Hydrant |  | EA | \$1,100.00 | \$6,600.00 |
| 02550-66-00270 | Install New Fire Hydrant (includes Fire Hydrant, Gate Valve with Valve Box and up to 20 LF 6-inch DIP CL-52) |  | EA | \$10,000.00 | \$90,000.00 |
| 02550-66-00300 | Cut \& Cap 12-Inch Water Main | 15 | EA | \$1,500.00 | \$22,500.00 |
| 02550-C6-00320 | Cut \& Cap 8-Inch Water Main | 7 | EA | \$1,250.00 | \$8,750.00 |
| 02550-C6-00630 | Service Taps - $3 / 4$-inch and 1-inch (TAP MAIN, INSTALL COPPER TUBING, INSTALL ANGLE VALVES, CORPORATION COCK, METER BOX AND METER YOKE/METER, CONNECT TO EXISTING PRIVATE SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT. | 31 | EA | \$6,500.00 | \$201,500.00 |
| 02550-C6-06690 | Service Taps - $11 / 2$-inch and 2-inch (TAP MAIN, INSTALL COPPER TUBING, INSTALL GATE VALVES, CORPORATION COCK, METER BOX AND METER, CONNECT TO EXISTING PRIVATE SERVICE LINE, BACKFILL AND EXCAVATION)--UP TO 10 FT. |  | EA | \$8,000.00 | \$96,000.00 |


| 02550-66-00730 | Water Meter Relocations - 1 1/2-inch and 2inch (INSTALL COPPER TUBING, CONNECT TO EXISTING COUNTY AND PRIVATE SERVICE LINES, PROVIDE NEW GATE VALVES, RELOCATE METER HOUSING AND METER, BACKFILL AND EXCAVATION)--UP TO 10 FT. | 1 | EA | \$10,400.00 | \$10,400.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02550-66-00030 | 12-Inch Water Main, DIP CL-52, Upto 6' Deep | 2445 | LF | \$270.00 | \$660,150.00 |
| 02550-66-00040 | 12-Inch Water Main, DIP CL-52, > 6' Deep | 525 | LF | \$280.00 | \$147,000.00 |
| 02550.C6-00050 | 8-Inch Water Main, DIP CL-52, Upto 6' Deep | 95 | LF | \$230.00 | \$21,850.00 |
| 02550-C6-00060 | 8-Inch Water Main, DIP CL-52, > 6' Deep | 235 | LF | \$240.00 | \$56,400.00 |
| 02550-66-00070 | 6-Inch Water Main, DIP CL-53, Upto 6' Deep | 45 | LF | \$220.00 | \$9,900.00 |
| 02550-C6-00640 | Service Taps - 3/4-inch and 1-inch PER ADDITIONAL LINEAR FOOT OVER 10 FT. | 620 | LF | \$130.00 | \$80,600.00 |
| 02550-C6-00700 | Service Taps - $11 / 2$-inch and 2 -inch PER ADDITIONAL LINEAR FOOT OVER 10 FT . | 255 | LF | \$160.00 | \$40,800.00 |
| 02550-C6-00740 | Service Relocations - $11 / 2$-inch and 2 -inch PER ADDITIONAL LINEAR FOOT OVER 10 FT . | 22 | LF | \$170.00 | \$3,740.00 |
|  |  |  |  | UBTOTAL | \$1,764,390.00 |

C7 SANITARY SEWER WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02510-C7-00010 | Sanitary Sewer - $8^{\prime \prime}$ PVC, SDR 35, DEPTH < $8^{\prime}$ | 130 | LF | \$200.00 | \$26,000.00 |
| 02510-C7-00020 | $\begin{aligned} & \text { Sanitary Sewer - } 8^{\prime \prime} \text { PVC, SDR 35, 8' } \leq \text { DEPTH } \\ & <14^{\prime} \end{aligned}$ | 345 | LF | \$230.00 | \$79,350.00 |
| 02510-C7-00030 | Sanitary Sewer - $\mathbf{8}^{\prime \prime}$ PVC, SDR 26, DEPTH $\geq 14^{\prime}$ | 40 | LF | \$425.00 | \$17,000.00 |
| 02510-C7-00080 | Sanitary Sewer - 10" PVC, SDR 35, 8' $\leq$ DEPTH < 14' | 90 | LF | \$275.00 | \$24,750.00 |
| 02510-C7-00090 | Sanitary Sewer - 10" PVC, SDR 26, DEPTH $\geq$ $14^{\prime}$ | 65 | LF | \$440.00 | \$28,600.00 |
| 02510-C7-00130 | Sanitary Sewer - 12" PVC, SDR 35, DEPTH < $8^{\prime}$ | 510 | LF | \$220.00 | \$112,200.00 |
| 02510-c7-00140 | $\begin{aligned} & \text { Sanitary Sewer - 12" PVC, SDR } 35,8^{\prime} \leq \text { DEPTH } \\ & <14^{\prime} \end{aligned}$ | 620 | LF | \$320.00 | \$198,400.00 |
| 02510-c7-00150 | Sanitary Sewer - 12" PVC, SDR 26, DEPTH $\geq$ 14' | 265 | LF | \$490.00 | \$129,850.00 |
| 02510-C7-00200 | Manhole - Precast Concrete, 4' ID, DEPTH < 8' | 13 | EA | \$10,000.00 | \$130,000.00 |
| 02510-C7-00210 | Manhole-Precast Concrete 4' I.D. DEPTH > 8', PER ADDITIONAL VF OVER 8' | 25 | VF | \$1,250.00 | \$31,250.00 |


| 02510-C7-00220 | Manhole-Precast Concrete 5' I.D. DEPTH < 8' | 1 | EA | \$10,500.00 | \$10,500.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02510-C7-00230 | Manhole-Precast Concrete 5' I.D. DEPTH $>8^{\prime}$, PER ADDITIONAL VF OVER 8' | 15 | VF | \$1,400.00 | \$21,000.00 |
| 02510-C7-5P240 | Manhole-Construct Over Existing Sewer, Arlington County DRAWING S-2.2 (PAYMENT SHALL BE FOR DOGHOUSE MANHOLE COMPLETE IN PLACE INCLUDING BASE, FRAME AND COVER; VF BEYOND 8' SHALL BE PAID UNDER VF PRICES FOR MANHOLES PER ITEM ABOVE) | 8 | EA | \$16,000.00 | \$128,000.00 |
| 02510.C7-00760 | Sanitary Sewer Drop Connection, All sizes, (Arlington County Detail S-2.3) | 2 | EA | \$5,000.00 | \$10,000.00 |
| 02510-C7-00260 | Connect To Existing Sanitary Manhole | 2 | EA | \$3,800.00 | \$7,600.00 |
| 02510-c7-00270 | Sanitary Sewer House Laterals(IN ACCORDANCE WITH Arlington County CONSTRUCTION STANDARDS AND SPECIFICATIONS SECTION 02510, PART 3, ITEM 3.4) | 1295 | LF | \$185.00 | \$239,575.00 |
| 02510-C7-52335 | Manhole - Precast Concrete, 6' ID, DEPTH < 8' | 1 | EA | \$16,000.00 | \$16,000.00 |
| 02510-C7-5P236 | Manhole - Precast Concrete 6' I.D. DEPTH > 8', PER ADDITONAL VF OVER 8 ' | 10 | VF | \$1,900.00 | \$19,000.00 |
| 02510-C7-5P255 | Remove Existing Sanitary Manhole |  | EA | \$1,500.00 | \$4,500.00 |
|  |  |  |  | SUBTOTAL | \$1,233,575.00 |

C8
TRAFFIC SIGNAL WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 13160-C8-03000 | Traffic Signal Work Complete per Plan D17.1 through D17.8 |  | LS | \#\#\#\#\#\#\#\#\#\# | \$3,200,000.00 |
|  |  |  |  | SUBTOTAL | \$3,200,000.00 |

## C9 STREET LIGHTING WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 14030-C9-00030 | Furnish and Install 2 inch SCH 80 HDPE Direct Bore Conduit (Detail 14030-01) | 755 | LF | \$350.00 | \$264,250.00 |
| 14030-C9-00040 | Furnish and Install 2 Inch Sch 40 PVC Conduit in Trench (Detail 14030-01) | 2000 | LF | \$80.00 | \$160,000.00 |
| 14040-c9-00200 | Furnish and Install Junction Box Lid LARGE (Detail 14040-02) | 2 | EA | \$16,000.00 | \$32,000.00 |
| 14050-C9-00260 | Furnish \& Install full set of conductors as required by plan per linear foot of conduit | 2750 | LF | \$13.00 | \$35,750.00 |
| 14060-c9-00290 | Install Streetlight Pole Foundation Type F-1 (Detail 14060-01) | 9 | EA | \$6,750.00 | \$60,750.00 |
| 14060-C9-00310 | Install Shallow Depth Foundation (Detail (14060-02) | 13 | EA | \$6,750.00 | \$87,750.00 |


| 14060-C9-00350 | Removal of Existing Foundation - up to 4' Deep | 40 | EA | \$5,000.00 | \$200,000.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| $14100-$ c9-00630 | Furnish and Install Meter Pan, Pedestal, Control Box and Components (Detail 1410001) | 1 | EA | \$7,000.00 | \$7,000.00 |
| 14050-C9-5P0080 | Relocate Existing Streetlight Pole, Luminaire Arm and Light Fixture | 22 | EA | \$3,750.00 | \$82,500.00 |
| 14050-C9-5P990 | Remove Roadway Light or Streetlight Pole | 17 | EA | \$3,750.00 | \$63,750.00 |
|  |  |  |  | SUBTOTAL | \$993,750.00 |

C10
PAVEMENT MARKING AND SIGNAGE WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02900-C10-00020 | Six (6) Inch Transverse Markings | 115 | LF | \$24.00 | \$2,760.00 |
| 02900-C10.00030 | Twelve (12) Inch Transverse Markings | 35 | LF | \$15.00 | \$525.00 |
| 02900-C10-00040 | Eighteen (18) Inch Transverse Markings | 470 | LF | \$23.00 | \$10,810.00 |
| 02900-c10-00050 | Twenty Four (24) Inch Transverse Markings, Note: Used For Continental (Ladder) Crosswalk | 2570 | LF | \$15.00 | \$38,550.00 |
| 02900-C10-00070 | Four (4) Inch Longitudinal Solid Line | 2055 | LF | \$2.50 | \$5,137.50 |
| 02900-C10-00080 | Four (4) Inch Longitudinal Skip Line (Ten (10) Foot Line/Thirty (30) Foot Spacing), Note: Forty (40) LF Consists of Ten (10) LF of Marking and Thirty (30) LF of Space | 3545 | LF | \$2.00 | \$7,090.00 |
| 02900-C10-00120 | Six (6) Inch Longitudinal Solid Line | 1120 | LF | \$2.75 | \$3,080.00 |
| 02900-c10-00160 | Six (6) Inch Longitudinal Skip Line (Two (2) Foot Line/ Four (4) Foot Spacing), Note: Twelve (12) LF Consists of Two (2) LF of Marking and Four (4) LF of Space | 810 | LF | \$2.75 | \$2,227.50 |
| 02900-C10-00170 | Twelve (12) Inch Yellow Longitudinal Centerline, Two - Four (4) Inch Yellow Lines with Four (4) Inch Separation | 1880 | LF | \$5.25 | \$9,870.00 |
| 02900-C10-00240 | Single Arrows | 25 | EA | \$250.00 | \$6,250.00 |
| 02900-C10-00250 | Combination Arrows | 1 | EA | \$325.00 | \$325.00 |
| 02900-C10-02290 | Standard Bicycle Symbols (MUTCD, Chapter 9C, Figure 9C-3), "Bike Symbol", "Helmeted Bicyclist Symbol" | 1 | EA | \$400.00 | \$400.00 |
| 02900-C10-00300 | Standard Bicycle Symbols (MUTCD, Chapter 9C, Figure 9C-9), "Shared Lane Marking" | 1 | EA | \$475.00 | \$475.00 |
| 02900-C10-00350 | Colorized Bike Lane Coatings (per Specification 02900) | 25 | SY | \$350.00 | \$8,750.00 |
| 02619-C10-00410 | Traffic Control Sign (Typical Stop, Yield, No Parking, Speed Limit, or Similar) | 33 | EA | \$600.00 | \$19,800.00 |


| 02619-C10-00430 | Traffic Control Sign (Typical Stop, Yield, No Parking, Speed Limit, or Similar), Relocate with New Post | 16 | EA | \$750.00 | \$12,000.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | SUBTOTAL | \$128,050.00 |

LANDSCAPE AND HARDSCAPE C11 RESTORATION WORK

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02800-C11-SP020 | Planting Soil Mixture / Backfill Soil Mixture (per Arlington County DPR Specification and Bid Plan Set Attachment-D) | 335 | CY | \$130.00 | \$43,550.00 |
| 02800-C11-SP031 | Continuous Soil Panel (Per DPR Detail 329300.11 Modified shown on Bid Plan Set Attachment-D) | 990 | CY | \$160.00 | \$158,400.00 |
| 329100-C11-00040 | Shredded hardwood mulch; Aged 6 months minimum - Free of Trash \& Debris | 80 | CY | \$120.00 | \$9,600.00 |
| 329200-C11-00050 | Seed, Mixture of $85 \%$ Tall Fescue/Bluegrass and 15\% Annual Rye | 1000 | SY | \$15.00 | \$15,000.00 |
| $329200011-00060$ | Sod, Tall Fescue/Bluegrass Mixture | 1350 | SY | \$20.00 | \$27,000.00 |
| 02100-C11-00500 | Tree/Stump Removal - Class A. Remove and Dispose, Up to 6" DBH to 12" DBH (Diameter at Breast Height) | 42 | EA | \$300.00 | \$12,600.00 |
| 02100-C11-00501 | Tree/Stump Removal - Class B. Remove and Dispose, over 12" DBH to 18" DBH (Diameter at Breast Height) | 5 | EA | \$950.00 | \$4,750.00 |
| 02100-C11-00502 | Tree/Stump Removal - Class C. Remove and Dispose, over 18" DBH to 24" DBH (Diameter at Breast Height) | 3 | EA | \$1,800.00 | \$5,400.00 |
| 02100-C11-00503 | Tree/Stump Removal - Class D. Remove and Dispose, over 24" DBH to 30" DBH (Diameter at Breast Height) | 1 | EA | \$2,500.00 | \$2,500.00 |
| 02800-C11-00200 | Chain Link Fence, Height Less Than or Equal to 6 ' | 65 | LF | \$50.00 | \$3,250.00 |
| 05500-C11-00260 | Fence and Posts (Any Size or Material), Remove \& Dispose, only when not included in other pay items | 450 | LF | \$5.00 | \$2,250.00 |
| 04300-C11-SP120 | Remove 5' Section of Wall, Construct Temporary Stairs and Walkway, Restore In Kind per Sheet D6.1 |  | LS | \$5,000.00 | \$5,000.00 |
|  |  |  |  | SUBTOTAL | \$289,300.00 |

C12 BUS STOP SHELTER AND FURNISHINGS

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :--- | :--- | :---: | :---: | :---: | :---: |
| $13130-$ C12-00010 | Bus Shelter Pad (Detail R-2.10) | 660 | SY | $\$ 170.00$ | $\$ 112,200.00$ |


| 13130-C12-00150 | Install Traditional/Contemporary Bicycle Rack | 10 | EA | \$900.00 | \$9,000.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 10530-C12-00170 | Bus Shelter Furnishings (Any Type), Remove and Dispose, or Remove and Salvage | 11 | EA | \$800.00 | \$8,800.00 |
| 13130-C12-00101 | Install 8' Free-standing Bench | 4 | EA | \$3,000.00 | \$12,000.00 |
| 10530-C12-00200 | Bus Shelter (Any type), Remove, Transport and Salvage in the County Facility 2900 S. Eads Street | 2 | EA | \$4,500.00 | \$9,000.00 |
|  |  |  |  | SUBTOTAL | \$151,000.00 |

C18
NON COUNTY UTILITIES

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 02580-C18-SP010 | 1-2" Elec. Conduit All Depths | 765 | LF | \$25.00 | \$19,125.00 |
| 02581-C18-SP020 | 1-2" Comm. Conduit All Depths | 365 | LF | \$25.00 | \$9,125.00 |
| O2580-C18-DO130 | 2-4" Duct Standard Duct Bank (2W X 1H) All Depths | 41 | LF | \$155.00 | \$6,355.00 |
| 02580-C18-DO150 | 4-4" Duct Standard Duct Bank (2W X 2H) All Depths | 20 | LF | \$190.00 | \$3,800.00 |
| 02580-C18-DO200 | 2-6" Duct Standard Duct Back (2W X 1H) All Depths | 45 | LF | \$225.00 | \$10,125.00 |
| 02581-C18-DOSP1 | 2-4" DEV Conduit All Depths | 20 | LF | \$170.00 | \$3,400.00 |
| O2580-C18-DOSP2 | 4-4" \& 2-6" Duct Standard Duct Bank (2W X 1 H \& $2 \mathrm{~W} \times 1 \mathrm{H}$ ) All Depths | 26 | LF | \$280.00 | \$7,280.00 |
| O2580-C18-DOSP3 | Install Splice Box ((Provided by DEV) 24"X36") | 1 | EA | \$5,000.00 | \$5,000.00 |
|  |  |  |  | SUBTOTAL | \$64,210.00 |

CONTRACT TOTAL (EXCLUDING PERCENTAGE ITEMS)
PCT

## PERCENTAGE LINE ITEMS

| MASTER ITEM \# | DESCRIPTION | QTY | UNIT | UNITPRICE | TOTAL |
| :--- | :--- | :--- | :--- | ---: | ---: |
| $01500-$ C13-10000 | Temporary Erosion and Sediment Controls | NA | $\%$ | $1.0 \%$ | $\$ 137, \mathbf{3 4 2 . 0 0}$ |
| $01000 \cdot-16-00010$ | Maintenance of Traffic (MOT) | NA | $\%$ | $3.8 \%$ | $\$ 521,899.60$ |
| $01000-$ C16-00030 | Mobilization and De-Mobilization | NA | $\%$ | $10.0 \%$ | $\$ 1,373,420.00$ |
| $01500-$ SA-00200 | SWPPP Administration | NA | $\%$ | $0.1 \%$ | $\$ 13,734.20$ |
|  | PERCENTAGE LINE ITEMS SUBTOTAL |  |  |  | $\mathbf{\$ 2 , 0 4 6 , 3 9 5 . 8 0}$ |

## Minaine

CORPORATE HEADQUARTERS
2001 Martin Luther King Jr. Avenue, S.E. Washington, DC 20020
Phone: 202.610.9856 Fax: 202.610.9857 Email: estimating@milaniconstruction.net

Columbia Pike Multimodal Street Improvements Project Segments C\&D
ITB No. 23-DES-ITBPW-559

## SCHEDULE OF VALUES

## SEGMENT C

13160-C8-SP300

| Item | Description | Scheduled Value | Sum |
| :---: | :--- | :---: | :---: |
| 1000 | Foundations | $\$ 61,960.00$ |  |
| 2000 | Remove Existing System | $\$ 14,440.00$ | $\$ 400,000.00$ |
| 3000 | Controller and Service | $\$ 97,000.00$ |  |
| 4000 | Poles and Fixtures | $\$ 147,040.00$ |  |
| 5000 | Conduit and Cable | $\$ 79,560.00$ |  |

13160-C8-SP400

| Item | Description | Scheduled Value | Sum |
| :---: | :--- | :---: | :---: |
| 1000 | Foundations | $\$ 46,320.00$ |  |
| 2000 | Controller and Service | $\$ 101,880.00$ | $\$ 600,000.00$ |
| 3000 | Poles and Fixtures | $\$ 226,980.00$ |  |
| 4000 | Conduit and Cable | $\$ 150,600.00$ |  |
| 5000 | Cameras | $\$ 74,220.00$ |  |

13160-C8-SP500

| Item | Description | Scheduled Value | Sum |
| :---: | :--- | :---: | :---: |
| 1000 | Foundations | $\$ 110,970.00$ |  |
| 2000 | Remove Existing System | $\$ 2,500.00$ |  |
| 3000 | Controller and Service | $\$ 90,400.00$ | $\$ 675,000.00$ |
| 4000 | Poles and Fixtures | $\$ 283,530.00$ |  |
| 5000 | Conduit and Cable | $\$ 124,600.00$ |  |
| 6000 | Cameras | $\$ 63,000.00$ |  |

01000-C16-00010

| Item | Description | Scheduled Value | Sum |
| :---: | :--- | :---: | :---: |
| 1000 | MOT Devices | $\$ 165,365.00$ |  |
| 2000 | Initial Setup | $\$ 62,011.00$ | $\$ 413,413.31$ |
| 3000 | Total Monthly Maintenance | $\$ 165,367.31$ |  |
| 4000 | Removal | $\$ 20,670.00$ |  |

## SEGMENT D

13160-C8-03000

| Item | Description | Scheduled Value | Sum |
| :---: | :--- | :---: | :---: |
| 1000 | Foundations | $\$ 473,920.00$ |  |
| 2000 | Remove Existing System | $\$ 50,240.00$ |  |
| 3000 | Controller and Service | $\$ 362,000.00$ | $\$ 3,200,000.00$ |
| 4000 | Poles and Fixtures | $\$ 1,354,420.00$ |  |
| 5000 | Conduit and Cable | $\$ 675,520.00$ |  |
| 6000 | Cameras | $\$ 283,900.00$ |  |

01000-C16-00010

| Item | Description | Scheduled Value | Sum |
| :---: | :--- | :---: | :---: |
| 1000 | MOT Devices | $\$ 208,759.00$ |  |
| 2000 | Initial Setup | $\$ 78,284.00$ | $\$ 521,899.60$ |
| 3000 | Total Monthly Maintenance | $\$ 208,762.60$ |  |
| 4000 | Removal | $\$ 26,094.00$ |  |

## Columbia Pike Segment C \& D - Procedure and Payment for Handling Contaminated Soil:

Leaking underground fuel storage tanks have been observed in other segments of Columbia Pike. Analytical results for once such instance are provided as an attachment ${ }^{1}$. (See following pages)

It is possible that similarly contaminated soils are present within the project limits. If encountered, the Contractor shall:

1. Follow all applicable local, state and federal requirements.
2. Provide contaminated soils assessment.
a. Retain services of an environmental consultant with experience in remediation
b. Sample the material in question to ascertain suitability for onsite reuse.
c. Provide the County with the Environmental Consultant's recommendation(s) and assessment of reuse suitability.
3. Provide contaminated soils disposal as needed.
a. Dispose of any soils deemed not suitable for onsite reuse. Alternatives may include a landfill licensed to accept the material or a petroleum-impacted material thermal treatment facility.
b. Provide documentation to the Country verifying (1) the material has been disposed of in accordance with local, state, and federal requirements; and (2) volumes of material disposed in tons.

Unit Cost:

| Item Number | Description |  | Units |
| :---: | :--- | :---: | :---: |
| SP-1 | Contaminated Soils Assessment | LS | $\$ 25,000.00$ |
| SP-2 | Contaminated Soils Disposal as needed | TONS | $\$ 150.00$ |

[^0]```
PREPARED BY,
AND WHEN RECORDED RETURN TO:
```

Real Estate Bureau Chief
Department of Environmental Services Arlington County Government

## DEED OF TEMPORARY CONSTRUCTION EASEMENTS

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

## RECITALS

R-1 WHEREAS, by virtue of an instrument recorded in Deed Book 1755, at Page 486, recorded among the land records of Arlington County, Virginia ("Land Records"), the Owner is the owner of certain real property, situate and located in Arlington County, Virginia known as:
Lot 500, a Resubdivision of Part of Lot 1, All of Lot 3 and Part of Lot 4, Curtis B. Graham Estate, and Resubdivision of Lot 6B of a Resubdivision of Lot 6 Curtis B. Graham Estate, as the same appears duly dedicated, platted and recorded among the Land Records, by Deed of Resubdivision dated October 7, 1971, in Deed Book 1770, at page 390 ("Property").

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

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

## EASEMENTS FOR TEMPORARY CONSTRUCTION PURPOSES

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

1. The County and its agents shall have full and free use of the Temporary Construction Easements for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary
[^1]Construction Easements, including the right of reasonable access to and from the Temporary Construction Easements areas and the right to use immediately adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easements or on such adjoining land. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easements being conveyed, deemed by it to interfere with the proper and efficient construction of the facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and the replacement of structures, trees or other obstructions, if necessary, and the repaving and restriping of disturbed parking areas, as determined by the County in its reasonable discretion.
3. The Grantors reserve the right to make any use of the Temporary Construction Easements areas that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.
4. The Grantors covenant that the Grantors are seized of and has the right to convey the Temporary Construction Easements, and that Grantors shall make no use of the

[^2]Temporary Construction Easements areas that is inconsistent with the easement rights hereby granted.
5. The Temporary Construction Easements created by this Deed shall begin upon the date of acceptance of this Deed by the County and shall automatically expire upon the completion of the construction of the planned Facilities, as determined by the County, or on an earlier date if the Grantors are so notified in writing by the County.

## SUBORDINATION

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

## COVENANTS REAL

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

## FREE CONSENT

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

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

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

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

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

The Recitals are incorporated into this Deed.
[Signatures appear on the following page(s)]

## GRANTOR (Owner):

## GRAHAM ASSOCIATES,

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

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

By:


Leslie S. Ariail, Membe Manager

By:


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:


6

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

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


By:
Andrea Kirstein, Manager

## COMMONWEALTH OF VIRGINIA,

 CITY/COUNTY OF $\qquad$ , to wit:The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $12^{21}$ day of December $\qquad$ , 202 , on behalf of the general partnership.

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

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF Acli.gta. to wit:


The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravett, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $1^{11}$ day of December $\qquad$ , 2021, on behalf of the general partnership.

My comm'n exp.: 12/31/2.23
 Notary registration no.: 131081


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

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

By:
Gary A. Kirstein, Manager
By:

## COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF <br> $\qquad$ , to wit:

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

My comm'n exp.:
Notary registration no.: $\qquad$ Notary Public

## COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF <br> $\qquad$ , to wit:

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

My comm'n exp.: $\qquad$
Notary registration no.: $\qquad$ Notary Public

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

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF $\qquad$
$\qquad$ , to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Benjamin M. Smith, Jr., Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $17^{11}$ day of Decem hes $\qquad$ , $202 \_$, on behalf of the general partnership.

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

## COMMONWEALTH OF VIRGINIA,

 CITY/COUNTY OF $\qquad$ , to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $11^{11}$ day of Desembes $\qquad$ $, 202\rfloor$, on behalf of the general partnership.

My comm'n exp.: 12/31/2023

$\qquad$

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF $\qquad$ , to wit:

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

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by David D. Peete, Jr., Class B Manager of Peete Brothers Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $19^{〔 7}$ day of December $\qquad$ , 202 $\underline{1}$, on behalf of the general partnership.

My comm'n exp.: $12 / 31 / 202^{3}$


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

STATE OF Maugham

, , to wit:

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

My comm'n exp.: 11/13/2025


Notary registration no.: $\qquad$

STATE OF
CITY/COUNTY OF $\qquad$ , to wit:

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

My comm'n exp.: $\qquad$
Notary registration no.: $\qquad$ Notary Public

STATE OF $\qquad$ ,
CITY/COUNTY OF $\qquad$ to wit:

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

My comm'n exp.: $\qquad$
Notary registration no.: $\qquad$ Notary Public

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Andrea Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this $17^{\text {2 }}$ day of Dumb , 2021, on behalf of the general partnership.

My comm'n exp.: $11 / 13 / 2005$


## GRANTOR (Lender):

MS JR. 2011 TRUST

By:


STATE OF Virginia COUNTY OF Mrlingter $\qquad$ : to-wit:

The foregoing instrument was acknowledged before me this $12^{11}$ day of December, 2021 by Benjamin M. Smith, Jr., Trustee of the BMS Jr. 2011 Trust, Lender.


My commission expires: $\quad 12 / 31 / 2 \Delta 23$ Notary Registration Number: 131081

## GRANTOR (Trustee):


state of Virsinia
COUNTY OF Arlingter $\qquad$ : to-wit:

The foregoing instrument was acknowledged before me this $22 n$ dday of Decenber,202 I by David C. Canfield, Trustee.


STATE OF Virsinia
COUNTY OF Alingto-: : to-wit:

The foregoing instrument was acknowledged before me this $22 n d$ day of
Dectmber,202 1 by Joseph P. Corish, Trustee.


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

## COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The Temporary Construction Easements herein conveyed are accepted this 23 day of June , 2022 on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on March 1920 22.


Title: Real Estate Bureau Chief

## ACKNOWLEDGMENT

## COMMONWEALTH OF VIRGINIA:

COUNTY OF ARLINGTON: to-wit:
The foregoing instrument was acknowledged before me this $23^{n}$ day of JUNE ,2022, by URI ARKLN, County Manager, on behalf of the County Board of Arlington County, Virginia.


My commission expires: OLTV BER 31,2022
Notary Registration No.: 7617972

## APPROVED AS TO FORM:



COUNTY ATTORNEY

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


PREPARED BY, AND WHEN RECORDED RETURN TO:

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

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

## RECITALS:

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

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

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

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

## EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easements as more particularly described herein (collectively, the "Easements") each of which shall be subject to the terms and conditions of this Deed. The scope of the Easements as to each of the Grantees shall be as follows, and shall allow each Grantee to install the following facilities (collectively, the "Utility Facilities"):
a. For County. County shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove one or more of the following: (i) water systems for transmitting and distributing water, consisting of various size pipes, mains, service pipes, valves, manholes, water meters, vaults and appurtenances and related facilities; (ii) sanitary sewer systems for the collection and transmission of sewage, consisting of various size sewer pipes and lines, service pipes, manholes, valve boxes and appurtenances and related facilities; (iii) storm sewer systems for the collection and transmission of storm water run-off and drainage, consisting of various size sewer pipes, inlets, manholes, vaults and appurtenances and related facilities; and (iv.) fiber optic and/or telecommunication systems, including lines, traffic signaling equipment and appurtenances and related facilities.
b. For Dominion. Dominion shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove one or more above ground or underground lines for the purpose of transmitting and distributing electricity and internal communications related thereto including in each instance, including but not limited to all wires, cables, conduits, poles, duct banks, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, and all equipment, accessories, and appurtenances desirable in connection therewith.

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

1. Each of the Utility Facilities installed in the Right of Way shall be and shall remain the property of the Grantee who installed such part of the Utility Facilities or for whose benefit the Utility Facilities were installed. The County will install the initial duct bank in which Dominion will install its Utility Facilities. Upon the completion of the initial installation of the Utility Facilities, Dominion will accept ownership and maintenance responsibilities for the duct banks, or portions thereof, in which its Utility Facilities have been installed. No charges, other than any compensation paid by County as consideration for these Utilities Easements, shall be made to any of the Grantees for the use of the Property for the Easements granted herein.
2. Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right-of-Way, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities as each deem advisable with respect to its Utility Facilities, without the prior consent of the Grantor. Notwithstanding the foregoing, Grantees shall maintain access to at least half of the existing entrance apron, or some other similar access to the Property, and each Grantee shall repair or replace the existing entrance apron, if needed, following any work by such Grantee within the Right-of-Way.
3. Grantees shall have full and free use of the Right-of-Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Easements, including the right of reasonable access to and from the Right-of-Way, and the right to use immediately adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during periods of actual installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, and further, this right shall not be construed to allow the Grantees to erect any building or structure of a permanent nature or store materials on such adjoining land outside the boundaries of the Right-of-Way. Each Grantee shall repair damage to the adjoining land and shall make reasonable repairs or replacements to improvements on adjoining land damaged by such Grantee's activities pursuant to this section.
4. Each Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Right-of-Way, deemed by such Grantee to interfere with the proper and efficient installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and/or removal of such Grantee's Utility Facilities located in the Right-of-Way; provided, however,
that each Grantee, at its own expense, shall restore, as nearly as possible, the Property to its original condition, immediately preceding each such Grantee's performance of any of the above-described work, such restoration to include the backfilling of trenches, the replacement of shrubbery that is not interfering with the Easements, re-seeding, and/or re-sodding.
5. Grantees shall have the absolute right to assign, grant secondary easements in, or permit usage of the Easements, or portions thereof, for public and/or private utilities, said assignment and usage to be only for the purposes set forth herein and subject to the limitations set forth herein.
6. Grantor reserves the right to make any use of the Right-of-Way for any reasonable purpose, in any manner, that is not inconsistent with the easement rights herein conveyed, and does not interfere with the use of the Right-of-Way by Grantees for the purposes named herein provided, however, under no circumstance shall Grantor have the right to construct any building, structure, or other above-ground obstruction or to change the existing ground elevation, or to impound any water, on the Right-of-Way.
7. Grantor covenants that Grantor is seized of the Property and has the right to convey the Easements, rights and privileges herein conveyed to Grantees and that Grantees shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easements, and that Grantor shall make no use of the Easements that are inconsistent with the easement rights hereby granted.
8. Grantor covenants and agrees that the considerations aforementioned shall be in lieu of any and all claims to compensation and damages, if any, by reason of the location, construction, operation, and maintenance of the Utility Facilities described herein.
9. Grantor agrees to execute any documents reasonably necessary to effectuate the rights and permissions granted by this Deed.
10. Grantor and each Grantee shall each conduct its operations within the Right-ofWay 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.

## SUBORDINATION

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

## COVENANTS REAL

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

## FREE CONSENT

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

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

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

The Recitals are hereby incorporated into this Deed.
WITNESS the following signatures and seals:
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

## GRANTOR (Owner):

## GRAHAM ASSOCIATES,

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

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

By:


Leslie S. Ariail, Member Manager

By:


By:


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

By:


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


By:
Andrea Kirstein, Manager

## COMMONWEALTH OF VIRGINIA,

 CITY/COUNTY OF Arlingt.r , to wit:The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $1 \eta^{\prime}$ day of Decembe., , 2n behalf of the general partnership.

2021 (10)

My comm'n exp.: 12/31/2023
 CITY/COUNTY OF Acliogto , to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravett, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $10^{+1}$ day of Decembu, on behalf of the general partnership.

2021 (D)

My comm'n exp.: 12/31/2023 Notary registration no.: $\qquad$


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

## By: Wayne Associates, L.L.C.,

 a Virginia limited liability company, General PartnerBy:
Gary A. Kirstein, Manager


## COMMONWEALTH OF VIRGINIA,

 CITY/COUNTY OF $\qquad$ , to wit:The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $\qquad$ day of $\qquad$ , 202 on behalf of the general partnership.

My comm'n exp.:
Notary registration no.: $\qquad$ Notary Public

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF $\qquad$ , to wit:

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

My comm'n exp.: $\qquad$
Notary registration no.: $\qquad$ Notary Public

COMMONWEALTH OF VIRGINIA,
$\qquad$ , to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Benjamin M. Smith, Jr., Member Manager of AGS Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $17^{\prime \prime}$ day of December. $\qquad$ , 202 l , on behalf of the general partnership. 2021 (๗)

My comm'n exp.: 12/31/2023 Notary registration no.: - 131071

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF



The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $\qquad$ day of $\qquad$
$\qquad$ , 202d, on behalf of the general partnership.
$\qquad$ Decern

My comm'n exp.: 12/81/2023 Nealluots Notary Public Notary registration no. 131081

## COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF <br> $\qquad$ , to wit:

The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by David D. Peete, Jr., Class B Manager of Peete Brothers Management, LLC, in its capacity as Manager of Twenty-Two Hundred Associates, LLC, General Partner of Graham Associates, this $17^{m}$ day of December $\qquad$ , 202 , on behalf of the general partnership. 2021 (m)

My comm'n exp.: $12 / 31 / 2021$
Notary registration no.: 121881


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

STATE OF Yanfark
CITY/COUNTY OF Qm nitgrmeny , to wit:
The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Gary A. Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this $17^{+2}$ day of Druan bu , 2021, on behalf of the general partnership.

My comm'n exp.: $\qquad$


STATE OF
CITY/COUNTY OF $\qquad$ to wit:

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

My comm'n exp.:
Notary registration no.: $\qquad$ Notary Public
$\qquad$
$\qquad$ , to wit:

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

My comm'n exp.: $\qquad$
Notary registration no.: $\qquad$ Notary Public

STATE OF M mqhal
CITY/COUNTY OF MnTgromery,
The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Andrea Kirstein, Manager of Wayne Associates, L.L.C., General Partner of Graham Associates, this $17^{\text {L }}$ day of Deum be_, 202 1 , on behalf of the general partnership.

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


## GRANTOR (Lender):

## RMS JR. 2011 TRUST


state of $V_{\text {irginvin }}$
COUNTY OF $\qquad$ : to-wit:

The foregoing instrument was acknowledged before me this $1 \eta^{\alpha h}$ day of December $\qquad$ zen by Benjamin M. Smith, Jr., Trustee of the BMS Jr. 2011 Trust, Lender. 2021 m
naluluta
Notary Public

My commission expires: $\qquad$ | $12 / 31 / 2023$ |
| :--- |
| 131081 |



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

## GRANTOR (Trustee):

By:


DAVID C. CANFIELD, TRUSTEE

STATE OF Visioning
COUNTY OF Arlington $\qquad$ : to-wit:

The foregoing instrument was acknowledged before me this 22 ndday of The foregoing instrument was acknowledged be
December, 202 I by David C. Canfield, Trustee.

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


STATE OF Virsinie $\qquad$
COUNTY OF Arlington : to-wit:
The foregoing instrument was acknowledged before me this 22 noddy of
December, 2021 by Joseph P. Corish, Trustee.


11

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

## COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easements herein conveyed are accepted this $23^{\text {rd }}$ day of June , 2022 on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on March 19, 20 22.


Title: Real Estate Bureau Chief

## ACKNOWLEDGMENT

## COMMONWEALTH OF VIRGINIA:

 COUNTY OF ARLINGTON: to-wit:The foregoing instrument was acknowledged before me this $23^{R \Delta}$ day of JVNE , 2022, by URI ARKIN, Real Estate Bureau Chief, on behalf of the County Board of Arlington County, Virginia.


My commission expires: UCTUBER 31,2022
Notary Registration No: 7617972

DARYL KEMSEMA
Motif PLuck 3 comonmeni

## APPROVED AS TO FORM:



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

## DOMINION:



Name: Shaun Reilly
Title: Authorized Representative

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

My commission expires: $9-30-2024$ Notary Registration Number:_7859752



# ARLINGTON COUNTY, VIRGINIA 

KENDRA JACOBS
Clerk to the
COUNTY BOARD
Office of the COUNTY BOARD
2100 Clahendon Boultyamo. Sulte 300
ARLINGTON VIRGINIA 22301-5406
(703) 228-3430 - FFA (703) 228:7430

EMAlL coumevtoaratarlanctonva w

# ARLINGTON <br> VIRGINIA 

Members
Katie Cristol
CHALR
Christian Dorsey vice Chair

Takis Karantonis LIeby Garver
MATT DE FERRANTI

## CERTIFICATION

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

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

Given under my hand this ${22^{\text {nd }}}^{\text {day }}$ of September 2022.



Kendra M. Jacobs, Clerk Arlington County Board

## ARLINGTON COUNTY, VIRGINIA

## ARLINGTON

VIRGINIA

## County Board Agenda Item <br> Meeting of September 17, 2022

DATE: August 8, 2022
SUBJECT: Deed of Utilities Easements and Deed of Temporary Construction Easements from Key Properties Associates, LLC, located on Lot 2 of the Resubdivision of the Curtis B. Graham Estate, 2112 Columbia Pike, RPC \# 32-001-026 for the Columbia Pike Multi-Modal Streets Improvement Project.

## C. M. RECOMMENDATION:

1. Approve the attached Deed of Utilities Easements and Deed of Temporary Construction Easements from Key Properties Associates, LLC, located on Lot 2 Resubdivision of the Curtis B. Graham Estate, 2112 Columbia Pike, RPC No. 32-001026.
2. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute and accept the Deed of Utilities Easements and Deed of Temporary Construction Easements and any related documents, on behalf of the County Board, subject to approval as to form by the County Attorney.

ISSUES: There are no outstanding issues as of the date of this report.
SUMMARY: Approval and acceptance of the Deed of Utilities Easements and Deed of Temporary Construction Easements ("Easements") on the 2112 Columbia Pike property ("Property") permits the County to install and maintain improvements that are part of the Columbia Pike Multi-Modal Streets Improvement Project ("Project").

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

County Manager:
MJS/MMC

County Attorney:
MNC
BaH

Staff: Michael Halewski, DES - Real Estate Bureau
underground. Conveyance of the Easement on the Property will permit the County to install and maintain the improvements.

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

## PUBLIC ENGAGEMENT:

## Level of Engagement:

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


## Outreach Methods:

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


## Community Feedback:

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

FISCAL IMPACT: Based upon the land assessment value, and other appraisals by independent certified appraisers of property in the area, County staff has offered, and the owner of the Property has agreed to payment of $\$ 36,002.15$ from the Project fund as compensation for the Easements. The account code for the payment is $331.481003 .43513 . D S 40.0000 . R E S S$.

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

> 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 $\qquad$ day of $\qquad$ , 2022, by KEY PROPERTY ASSOCIATES, LLC, a Virginia limited liability company, Owner, Grantor, and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("County"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("Dominion") (County and Dominion each individually, "Grantee", and collectively, "Grantees"), hereby recites and provides:

## RECITALS:

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

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

R-2 WHEREAS, Grantor desires to grant and convey unto the Grantees certain perpetual rights and easements on, over, under and across the Property for their respective public utilities and private utilities, and related utility facilities, in dimensions and locations that have been agreed upon by the Grantor and the County, and labeled as "Easement for Public and Private Utilities Purposes Area $=1,222$ SQ. FT." ("Right
of Way") on a plat attached hereto and made a part hereof, entitled "Plat Showing Easement for Public and Private Utilities Purposes and Temporary Construction Easements on Part of Lot 2 Curtis B. Graham Estate D. B. 105, Pg. 469, Arlington County, Virginia," prepared by the Arlington, Virginia Department of Environmental Services Engineering Bureau - Survey Section and approved by the Arlington County Subdivision \& Bonds Administrator on February 1, 2022 (the "Plat").

## EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES

NOW, THEREFORE, in consideration of the sum of Thirty Four Thousand and Two Dollars and fifteen cents ( $\$ 34,002.15$ ) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to each of the Grantees, their successors and assigns, in the area of the Right of Way, the perpetual right, privilege and non-exclusive easements as more particularly described herein (collectively, the "Easements") each of which shall be subject to the terms and conditions of this Deed. The scope of the Easements as to each of the Grantees shall be as follows, and shall allow each Grantee to install the following facilities (collectively, the "Utility Facilities"):
a. For County. County shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove one or more of the following: (i) water systems for transmitting and distributing water, consisting of various size pipes, mains, service pipes, valves, manholes, water meters, vaults and appurtenances and related facilities; (ii) sanitary sewer systems for the collection and transmission of sewage, consisting of various size sewer pipes and lines, service pipes, manholes, valve boxes and appurtenances and related facilities; (iii) storm sewer systems for the collection and transmission of storm water run-off and drainage, consisting of various size sewer pipes, inlets, manholes, vaults and appurtenances and related facilities; and (iv.) fiber optic and/or telecommunication systems, including lines, traffic signaling equipment and appurtenances and related facilities.
b. For Dominion. Dominion shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove one or more above ground or underground lines for the purpose of transmitting and distributing electricity and internal communications related thereto including in each instance, including but not limited to all wires, cables, conduits, poles, duct banks, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, and all equipment, accessories, and appurtenances desirable in connection therewith.

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

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

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

Columbia Pike," plotted June 7, 2022 and attached hereto, each of the Utility Facilities installed in the Right of Way shall be underground and shall be and shall remain the property of the Grantee who installed such part of the Utility Facilities or for whose benefit the Utility Facilities were installed. The County will install the initial duct bank in which Dominion will install its Utility Facilities. Upon the completion of the initial installation of the Utility Facilities, Dominion will accept ownership and maintenance responsibilities for the duct banks, or portions thereof, in which its Utility Facilities have been installed. No charges, other than any compensation paid by County as consideration for these Utilities Easements, shall be made to any of the Grantees for the use of the Property for the Easements granted herein.
2. Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right-of-Way, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities as each deem advisable with respect to its Utility Facilities, without the prior consent of the Grantor. Notwithstanding the foregoing, Grantees shall maintain access to at least half of the existing entrance apron, or some other similar access to the Property, and each Grantee shall repair or replace the existing entrance apron, if needed, following any work by such Grantee within the Right-of-Way.
3. Grantees shall have full and free use of the Right-of-Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Easements, including the right of reasonable access to and from the Right-of-Way, and the right to use immediately adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during periods of actual installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, and further, this right shall not be construed to allow the Grantees to erect any building or structure of a permanent nature or store materials on such adjoining land outside the boundaries of the Right-of-Way. Each Grantee shall repair damage to the adjoining land and shall make reasonable repairs or replacements to improvements on adjoining land damaged by such Grantee's activities pursuant to this section.
4. Each Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Right-of-Way, deemed by such Grantee to interfere with the proper and efficient installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and/or removal of such Grantee's Utility Facilities located in the Right-of-Way; provided, however, that each Grantee, at its own expense, shall restore, as nearly as possible, the

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

Property to its original condition, immediately preceding each such Grantee's performance of any of the above-described work, such restoration to include the backfilling of trenches, the replacement of shrubbery that is not interfering with the Easements, re-seeding, and/or re-sodding.
5. Grantees shall have the absolute right to assign, grant secondary easements in, or permit usage of the Easements, or portions thereof, for public and/or private utilities, said assignment and usage to be only for the purposes set forth herein and subject to the limitations set forth herein.
6. Grantor reserves the right to make any use of the Right-of-Way for any reasonable purpose, in any manner, that is not inconsistent with the easement rights herein conveyed, and does not interfere with the use of the Right-of-Way by Grantees for the purposes named herein provided, however, under no circumstance shall Grantor have the right to construct any building, structure, or other above-ground obstruction or to change the existing ground elevation, or to impound any water, on the Right-of-Way.
7. Grantor covenants that Grantor is seized of the Property and has the right to convey the Easements, rights and privileges herein conveyed to Grantees and that Grantees shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easements, and that Grantor shall make no use of the Easements that are inconsistent with the easement rights hereby granted.
8. Grantor covenants and agrees that the considerations aforementioned shall be in lieu of any and all claims to compensation and damages, if any, by reason of the location, construction, operation, and maintenance of the Utility Facilities described herein.
9. Grantor agrees to execute any documents reasonably necessary to effectuate the rights and permissions granted by this Deed.
10. Grantor and each Grantee shall each conduct its operations within the Right-ofWay 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 bome by the

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

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

## GRANTOR (Owner):

## KEY PROPERTY ASSOCIATES, LC

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.Gpavett, Member Manager

By:


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

By:


By:

[NOTARY ACKNOWLEDGMENTS FOLLOW]

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF $\qquad$ , to wit:

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

My comm'n exp.: - 2 $2 / \$ 1 / 2023$
Notary registration no.! 131081


## COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF <br> $\qquad$ , to wit:



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

My comm'n exp.: - は/31/2023 Notary registration no.: $1310 \gamma^{\prime \prime}$

## COMMONWEALTH OF VIRGINIA,

 CITY/COUNTY OF $\qquad$

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

My comm'n exp.: 12/01/2023 Notary registration no.? $/ 3 / 081$


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

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF $\qquad$ , to wit:

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

My comm'n exp.: $\qquad$ Nol woret Notary registration no.: 1 /11011

COMMONWEALTH OF VIRGINIA. CITY/COUNTY OF $\qquad$ , to wit:


The foregoing Deed of Utilities Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by David D. Peete, Jr., Class B Manager of Peete Brothers Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this $/ 3$ day of Junce, 2022, on behalf of the limited liability company.

My comm'n exp.: $\qquad$


Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC 4 : 32-001-026
Address: $\quad 2112$ Columbia Pike, Arlington, Virginia

## COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The easements herein conveyed are accepted this $\qquad$ day of $\qquad$ , 20 on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on $\qquad$ 20 $\qquad$ .

By: $\qquad$
Title: $\qquad$

## ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA:
COUNTY OF ARLINGTON: to-wit:
The foregoing instrument was acknowledged before me this $\qquad$ day of
$\qquad$ , the , on behalf of the County Board of
Arlington County, Virginia.

Notary Public
My commission expires: $\qquad$
Notary Registration No.: $\qquad$

## APPROVED AS TO FORM:

## COUNTY ATTORNEY

## DOMINION:



Name: Shaun Reilly
Title: Authorized Representative
state of Vivginia
county or Panmond: to-wit:
The foregoing instrument was acknowledged before me this 9 day of AVgnót, 2027 by Shaun Reilly, Authorized Representative on behalf of VIRGINIA ELECTRIC AND POWER COMPANY.

My commission expires: $9-30-2024$ Notary Registration Number: 7859152



# PREPARED BY, <br> AND WHEN RECORDED RETURN TO: 

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201
Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A. 3

## DEED OF TEMPORARY CONSTRUCTION EASEMENTS

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

## RECITALS

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

Lot Two (2), of the Subdivision of the Estate of Curtis B. Graham as shown on a plat recorded in Deed Book 105 at Page 469 among the land records of Arlington County, Virginia.

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

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

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

## EASEMENTS FOR TEMPORARY CONSTRUCTION PURPOSES

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

1. The County and its agents shall have full and free use of the Temporary Construction Easements for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary Construction Easements, including the right of reasonable access to and from the Temporary Construction Easements areas and the right to use immediately adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair, and further, this right shall not be construed to allow the County to erect any
building or structure of a permanent nature in the Temporary Construction Easements or on such adjoining land. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easements being conveyed, deemed by it to interfere with the proper and efficient construction of the facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and the replacement of structures, trees or other obstructions, if necessary, and the repaving and restriping of disturbed parking areas, as determined by the County in its reasonable discretion.
3. The Grantors reserve the right to make any use of the Temporary Construction Easements areas that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.
4. The Grantors covenant that the Grantors are seized of and has the right to convey the Temporary Construction Easements, and that Grantors shall make no use of the Temporary Construction Easements areas that is inconsistent with the easement rights hereby granted.
5. The Temporary Construction Easements created by this Deed shall begin upon the date of acceptance of this Deed by the County and shall automatically expire upon the completion of the construction of the planned Facilities, as determined by the County, or on an earlier date if the Grantors are so notified in writing by the County.
6. In the course of installation of the Facilities within the Temporary Construction Easement area, the County will have the monument sign existing on the Property
moved to a new location approved by the Grantor. The sign shall be relocated approximately 15 feet to the west of its existing location.

## COVENANTS REAL

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

## FREE CONSENT

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

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

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

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

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

The Recitals are incorporated into this Deed.
[Signatures appear on the following page(s)]

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

## GRANTOR (Owner):

KEY PROPERTY ASSOCIATES, LDC
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. Gravest, Member Manager
By:


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

By:


By:

[NOTARY ACKNOWLEDGMENTS FOLLOW]

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

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF $\qquad$ , to wit:

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

My comm'n exp.: $R / 21 / 2023$
Notary registration no.: - /31081

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF $\qquad$ Arlington


The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravest, Member Manager of AGS Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this $/ 4$ day of June. 2022, on behalf of the limited liability company.

My comm'n exp.: _12/21/2023


Notary registration no.? 131081
COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF $\qquad$ , to wit:


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

My comm'n exp.: 12/31/2023 Notary registration no.: $\qquad$


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

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

## COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF <br> $\qquad$ , to wit:

The foregoing Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, in its capacity as Manager of Key Property Associates, LLC, this _/ $4^{\circ}$ day of JuNo , 2022, on behalf of the limited liability company.

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

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF $\qquad$ , to wit:


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

My comm'n exp.: $12 / 31 / 2023$
Notary registration no.: $\qquad$


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

## COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The Temporary Construction Easements herein conveyed are accepted this $\qquad$ day of $\qquad$ , 20 $\qquad$ on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on $\qquad$ 20 $\qquad$ _.

By: $\qquad$
Title: $\qquad$

## ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA:
COUNTY OF ARLINGTON: to-wit:
The foregoing instrument was acknowledged before me this $\qquad$ day of , $20 \ldots$, by __, the
$\qquad$
Arlington County, Virginia.

Notary Public
My commission expires: $\qquad$
Notary Registration No.: $\qquad$

## APPROVED AS TO FORM:

COUNTY ATTORNEY


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



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



## Vicinity Map

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



## PREPARED BY, AND WHEN RECORDED RETURN TO:

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

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

## DEED OF EASEMENT

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

## WITNESS:

R-1. WHEREAS, by virtue of a Special Warranty Deed recorded in Deed Book 2836 at Page 1502 among the land records of Arlington County, Virginia ("Land Records"), the Grantor is the owner of certain real property, situate and located in Arlington County, Virginia, known as Pentagon Texaco and more particularly described in Attachment A (the "Property").
R-2. WHEREAS, Michael M. Bryan or Lawrence M. Schonberger, either of whom may act, is the Trustee, and Bank of Clarke County is the Lender under a Deed of Trust recorded among the Land Records as Instrument Number 20190100002665 to secure an indebtedness owed by Columbia Pike Texaco, Inc. to Bank of Clarke County.
R-3. WHEREAS, it is the desire of the Grantor, with the consent and approval of the Trustee and Lender, as evidenced by their signatures hereon, to dedicate, grant and convey unto the County the following: (1) Easement for Public Sidewalk, Utilities, and Drainage Purposes Area $=1,002$ SQ. FT.; (2) Temporary Construction Easement Area 1 $=333$ SQ. FT.; (3) Temporary Construction Easement Area $2=181$ SQ. FT.; all as hereinafter set forth, described and shown on a plat entitled "Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Temporary Construction Easements on Part Lot 5 Curtis Graham Estate D.B. 105, PG. 469 Arlington County, Virginia" dated April 27, 2021, approved by the Arlington County Department
of Environmental Services Division of Transportation, Subdivision and Bonds Administrator on April 27, 2021 (the "Plat"), and attached hereto and made a part hereof.

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

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

1. The County and its agents shall have full and free use of the said Public Sidewalk, Utilities, and Drainage Easement area for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Easement, including the right of access across the Property to and from the Easement area, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use the adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building, structure, or facility of a permanent nature on such adjoining land. The County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.
2. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Public Sidewalk, Utilities, and Drainage Easement area; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the Public Sidewalk, Utilities, and Drainage Easement area.
3. The Grantor reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Public Sidewalk, Utilities, and Drainage Easement area for the purposes named.
4. The Grantor covenants that Grantor is seized of and has the right to convey said Public Sidewalk, Utilities and Drainage Easement, and that Grantor shall make no use of the easement area which is inconsistent with the easement right hereby granted.

## TEMPORARY CONSTRUCTION EASEMENT AND CONSTRUCTION AGREEMENT

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

1. The County and its agents and assigns shall have full and free use of the Temporary Construction Easements for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary Construction Easements, including the right of reasonable access to and from the Temporary Construction Easements and the right to use adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easements or on such adjoining lands. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property. Further,
the County shall repair or restore any damage to landscaping or improvements on the Property, including adjoining land.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easement areas being conveyed, deemed by it to interfere with the proper and efficient construction of the Facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises and any adjoining land used by the County to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns.
3. The Grantor reserves the right to make any use of the Temporary Construction Easements that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.
4. Grantor covenants that Grantor is seized of and has the right to convey the Temporary Construction Easements, and that Grantor shall make no use of the Temporary Construction Easement areas which is inconsistent with the Temporary Construction Easements and the associated rights hereby conveyed.
5. The Temporary Construction Easements conveyed by this document shall commence upon the date of acceptance of this Deed by the Grantee and shall expire upon the completion of the Project, or on an earlier date if Grantor is so notified in writing by Grantee.

## SUBORDINATION

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

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

[^3]
## COVENANTS REAL

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

## FREE CONSENT

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

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

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

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

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

The recitals are incorporated into this Deed.

WITNESS the following signature(s):
[Signatures appear on the following page(s)]

## GRANTOR:

COLUMBIA PIKE TEXACO, INC.,
a Virginia Corporation


State: Visginia
County: Alexandria
The foregoing instrument was acknowledged before me on this 05 day of Acigust 2021, by Fadi Eak-arion, who is the Owner of Columbia Pike Texaco, Inc., a Virginia Corporation, Grantor.

Notary Public: Oougloz H. Jenunges My Commission expires. 3u4.2025 My Registration No.: $\qquad$


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

## LENDER:

## BANK OF CLARKE COUNTRY,

 a Virginia Corporation

State: Virginia
city Gounty Winchiestev
The foregoing instrument was acknowledged before me on this $31^{\text {st }}$ day of January, 2023 by James Georgewho is the $E v P$ of the Bank of Clarke County, a Virgnia Corporation, Lender.
Notary Public: Larnui Cunwingham fight My Commission expires: $5-31-2025$ My Registration No.: 7574479

## BANK OF CLARKE COUNTY

TRUSTEE:


State: Virginia
County: City of Winchester
Februa The foregoing instrument was acknowledged before me on this $24^{\text {th }}$ day of

Notary Public


My Commission expires: $7 / 3 / 122$ My Registration No.: 138448

## BANK OF CLARKE COUNTY <br> TRUSTEE:



State: Virginia
County:_Lounoun
The foregoing instrument was acknowledged before me on this $315+$ day of Januany, 2022 by Lawrence M. Schonberger, Bank of Clarke County Trustee.
Notary Public: Oferiffec M. Wald
My Commission expires: $\quad 4 \mid 30 / 2022$
My Registration No.: 152602


9

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

## GRANTEE:

## THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this $\underline{2}^{\text {th }}$ day of May, $20 \prod$ on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on

Name:
Title: $\qquad$

## COMMONWEALTH OF VIRGINIA

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

Notary Public: Sewnifen Buetlen
My Commission expires: $9 / 30 / 22$
My Registration No.: $\cap 601164$


## APPROVED AS TO FORM:




## PREPARED BY, AND WHEN RECORDED RETURN TO:

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

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

## DEED OF EASEMENT

This DEED OF EASEMENT ("Deed") is made this 2 2th day of Than , 20 21 , by GD, LLC, a Virginia limited liability company ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee"); UNION SERVICE CORPORATION, Trustee (the "Trustee"); and ATLANTIC UNION BANK, Lender (the "Beneficiary").

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

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

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

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

## WITNESS:

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

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

> BEGINNING at a point in the south line of Columbia Pike, the said point of beginning $S .76^{\circ} 14^{\prime} \mathrm{W} .87 .00 \mathrm{ft}$. from the point of intersection of the west line of South ${ }^{\circ}$ Wayne $S$ treet with south line of Columbia Pike; thence $S .9^{\circ} 31^{\prime} E .100 .00 \mathrm{ft}$. to a point; thence parallel with the south line of Columbia Pike $S .76^{\circ} 14^{\prime}$ W. 60.86 ft . to a point in the east line of a 10 foot alley; thence with the east line of said alley $\mathrm{N}^{\prime} 9^{\circ}$ $31^{\prime} \mathrm{W} .100 .00 \mathrm{ft}$. to a point in the south line of said Pike; thence with the south line of said Pike $\mathrm{N}^{\circ} 76^{\circ} 1^{\prime}$ ' E. 60.80 ft . to the point of beginning (the "Property").

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

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

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

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

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

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

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

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

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

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

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

WITNESS the following signature(s):
[Signatures appear on the following page(s)]

## GRANTOR:

## GD, LLC,

A Virginia limited liability company

State: XIRGINIA


County: ARCINGTON
The foregoing instrument was acknowledged before me on this $12^{t l_{1}}$ day of NOVEMBER , 2020, by MARITRA G DEFOOR as ONMER of GD, LLC, a Virginia limited liability company, Grantor.


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

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

## GRANTEE:

## THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this $\qquad$ day of $\qquad$ Man $\qquad$ ,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 $\qquad$ , 2021 .

By:


COMMONWEALTH OF VIRGINIA COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Tim offers
Name
Title: , as Acorns Real Este Burequ Chur on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this $5^{\text {th }}$ day of MAy , 2021.

Notary Public:


## SUBORDINATION OF LIEN OF THE DEED OF TRUST

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

## TRUSTEES):



State: Virginia
County: Locudoun $\qquad$
The foregoing instrument was acknowledged before me on this 17 day of February, 2021 , by Diane Weaver a as SVP of Union Service

## Corporation, Trustee.

Notary Public: $\qquad$ My Commission expires: $\mathrm{may}_{4} 31,2023$ My Registration No.: $\qquad$

## BENEFICIARY:



State: Virginia
county: Loudoun
The foregoing instrument was acknowledged before me on this 17 day of February 2021 , by Diane Weaver
, as $S \sqrt{P}$
Atlantic Union Bank, on behalf of said bank.
Notary Public: frapl. Parre My Commission expires: May 31, 2023 My Registration No.:

17058750


## PREPARED BY, AND WHEN RECORDED RETURN TO:

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


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

## DEED OF TEMPORARY EASEMENT <br> AND CONSTRUCTION AGREEMENT

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this 12 th day of May , 20 zI , by GD, LLC, a Virginia limited liability company ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee"); UNION SERVICE CORPORATION, Trustee (the "Trustee"); and ATLANTIC UNION BANK, Lender (the "Beneficiary").

## RECITALS:

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

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

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

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

## WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of one dollar (\$1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee temporary easements for the use, as described herein (the "Temporary Easements"), of portions of Grantor's property, more specifically
described as two areas of real estate, (i) one area containing approximately two hundred fifty seven (257) square feet of land and (ii) another area containing approximately thirty four (34) square feet of land, for a combined total of approximately two hundred ninety one (291) square feet of land (the "Temporary Easement Areas") situated in Arlington County, Virginia, as shown on the plans attached hereto and made a part hereof, entitled "Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes and Temporary Construction Easements on Part Lot 5, Curtis Graham Estate, D.B. 105, Pg. 472, Arlington County, Virginia", which plat is dated September 21, 2020 and approved by the Arlington County Acting Subdivision and Bonds Administrator on September 23, 2020 (the "Plat"), said Temporary Easement Areas being portions of the property acquired by the Grantor by deed dated July 22, 2019, recorded in the Land Records of the Arlington County Circuit Court as Instrument No. 20190100013125, and more particularly described as:

> BEGINNING at a point in the south line of Columbia Pike, the said point of beginning $S .76^{\circ} 14^{\prime} \mathrm{W} .87 .00 \mathrm{ft}$. from the point of intersection of the west line of South ${ }^{\text {Wayne }}$ Street with south line of Columbia Pike; thence $S .9^{\circ} 31$ ' E. 100.00 ft. to a point; thence parallel with the south line of Columbia Pike $S .76^{\circ} 14^{\prime} \mathrm{W} .60 .86 \mathrm{ft}$. to a point in the east line of a 10 foot alley; thence with the east line of said alley $\mathrm{N} .9^{\circ} 31 ' \mathrm{~W}$. 100.00 ft . to a point in the south line of said Pike; thence with the south line of said Pike $\mathrm{N} .76^{\circ} 14^{\prime}$ E. 60.80 ft . to the point of beginning (the "Property").

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

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

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

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

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

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

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

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

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

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

WITNESS the following signature(s):
[Signatures appear on the following page(s)]

## GRANTOR:

## GD, LLC,

A Virginia limited liability company


STATE: VIRGINIA COUNTY: ARCIMGTON:

The foregoing instrument was acknowledged before me on this $\frac{\mathcal{E}^{d h} \text { day of }}{}$ NOVEMBER, 20\& by MARITZA G DEFOOR as OWNER of GD, LLC, Grantor.


## GRANTEE:

## THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

ACCEPTED this $14^{\text {th }}$ day of Nay , 20 2 , on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726 B.

By:


COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:
The foregoing instrument was acknowledged before me by Merle Schwartz , as County Mlunager on behalf of THE
COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this With day of $\qquad$ , 2021

Notary Public:
My Commission expires:
$1 / 31125236$
My Registration No.: $\qquad$ 11311
4905


## SUBORDINATION OF LIEN OF THE DEED OF TRUST

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

## TRUSTEE (S):



State: Virginia
County: foudocer
The foregoing instrument was acknowledged before me on this 17 day of February, 2021, by Diane Weaver as $\qquad$ of Union Service

## Corporation, Trustee.

Notary Public:
tosklane
My Commissionlexpires: May 31,2023
My Registration No.:
7058750


## BENEFICIARY:



State: Virginia County: houdour

The foregoing instrument was acknowledged before me on this $\square$ day of Fepruary, 2021 , by Diare Weaver , as $\quad 5 \sqrt{P}$ of Atlantic Union Bank, on behalf of said bank.
Notary Public: fonall Parre My Commissiohexpires: May 31,2023 My Registration No.: 7058750



## DEED OF EASEMENT

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

## RECITALS

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

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

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

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

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

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

WHEREAS, at a regular meeting on April 25, 2020, the County Board of Arlington County, Virginia approved an amendment to the Use Permit ("Amended Use Permit") to extend the term of the Use Permit, subject to all previously approved conditions, with
updates to several conditions to create consistency with current Columbia Pike Form Based Code standard language for conditions (collectively, the Use Permit and the Amended Use Permit hereinafter, "Use Permit"); and

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

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

## PUBLIC SIDEWALK AND UTILITIES EASEMENTS

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, easements for public sidewalk and utilities purposes (the "Public Sidewalk and Utilities Easements")
over, under, across and through the Property, in the locations and dimensions shown on the Plat and described as "Easement for Public Sidewalk and Utilities Purposes Hereby Granted Area: 3,284 SQ.FT.," "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 836 SQ. FT," "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 706 SQ. FT," and "Easement for Public Sidewalk and Utilities Purposes Hereby Granted Area: 585 SQ.FT.," for the purposes of construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation of present or future public sidewalks and utilities within the said areas of the Public Sidewalk and Utilities Easements. The aforesaid Public Sidewalk and Utilities Easements are subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Public Sidewalk and Utilities Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Public Sidewalk and Utilities Easements, including the right of access to and from the Public Sidewalk and Utilities Easements areas and the right to use the adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation, and, further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land. The County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the areas of the Public Sidewalk and Utilities Easements; provided, however, that the County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the areas of the Public Sidewalk and Utilities Easements.
3. The Owner shall be responsible, at its sole cost and expense, to perform and pay for the continued care, cleaning and maintenance, including snow and ice removal, repair, replacement, installation and removal of the areas of the Public Sidewalk and Utilities Easements and all facilities and improvements installed therein.
4. The Owner shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the areas of the Public Sidewalk and Utilities Easements and the facilities therein by the developer, the County or the Owner.
5. Notwithstanding anything to the contrary contained in this Deed, a temporary fence and gates ("Temporary Improvements") may be constructed in the areas of the Public Sidewalk and Utilities Easements connecting the internal alley on the Property to the adjacent property (Barkley Condominiums, RPC \#32-001-PCB), until such time as the County deems it necessary to remove the Temporary Improvements in order to commence construction of the bicycle trail. The gates shall remain unlocked in order
to permit pedestrian ingress and egress through the areas of the Public Sidewalk and Utilities Easements.
6. The Owner reserves the right to use the Property in any manner that is not inconsistent with the rights hereiń conveyed or does not interfere with the use of the Public Sidewalk and Utilities Easements areas for the purposes named.
7. The Owner covenants that the Owner is seized of, and has the right to, convey the Public Sidewalk and Utilities Easements, and that Owner shall make no use of the areas of the Public Sidewalk and Utilities Easements that is inconsistent with the Public Use and Utilities Easements rights hereby granted.

## TRANSIT STOP EASEMENTS

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

1. All transit related structures and appurtenant facilities that are installed in the Transit Stop Easements shall be and remain the property of the County, its successors and assigns. No charge shall be made to the County for the use of the Property or for the Transit Stop Easements granted herein.
2. The County, its agents, contractors, successors and assigns, and the public-at-large, shall have full and free use of the Transit Stop Easements for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Transit Stop Easements, including the right of reasonable access to and from the Transit Stop Easements and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, operation, maintenance, reconstruction, replacement, repair, and removal within the areas of the Transit Stop Easements and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land outside the boundaries of the Transit Stop Easements. Notwithstanding anything to the contrary contained herein, the public-at-large use of the Transit Stop Easements shall be limited to public access for transit purposes.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Transit Stop Easements being conveyed, deemed by the County to interfere with the proper and efficient construction, operation, maintenance, reconstruction, replacement, repair, and removal within the areas of the Transit Stop Easements and maintenance of the Transit Stop Easements; provided, however, that the County at its own expense shall restore, as
nearly as possible, the Property to its original condition, immediately preceding the abovedescribed work, such restoration to include the backfilling of trenches, the replacement of shrubbery, but not the replacement of structures, trees or other obstructions, unless such structures, trees or other obstructions are located wholly outside of the Transit Stop Easements.
4. The Owner shall be responsible, at its sole cost and expense, for keeping the areas of the Transit Stop Easements free and clear of any trash and debris and for year-round cleaning including snow and ice removal.
5. The Owner shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the areas of the Transit Stop Easements and the facilities therein by the developer, the County or the Owner.
6. The Owner reserves the right to make any use of the areas of the Transit Stop Easements in any manner that is not inconsistent with the Transit Stop Easements herein conveyed, and does not interfere with the use of the areas of the Transit Stop Easements by the County for the purposes named herein.
7. The Owner covenants that Owner is seized of and has the right to convey the Transit Stop Easements.

## COVENANTS REAL

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

## FREE CONSENT

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

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

The Recitals are hereby incorporated into this Deed.
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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


Leslie S. Ariail, Class B Manager
STATE OF Virpiuia
COUNTY OF Arsiupson
The foregoing instrument was acknowledged before me this 17 day of Jume 2020, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, Class A Manager of 2338 COLUMBIA PIKE ASSOCIATES, LLC.


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


My Commission Expires: 10.31 .2022 Notary Registration \#: $\qquad$
state of Virpinia
COUNTY OF Arrington
The foregoing instrument was acknowledged before me this 18 day of Juve , 2020, by Leslie S. Ariail, Class B Manager of 2338 COLUMBIA PIKE ASSOCIATES, LLC.

FOUR MILE RUN ASSOCIATES, L.C., a Virginia liinnited liability company
$B y$ :


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

By:


By :

$B y$ :

> Edward C. Peete, MembeतManager
state of Virgiuia


COUNTY OF Arciugron
The foregoing instrument was acknowledged before me this $17^{\text {th }}$ day of Iune , 2020, by Howard W. Smith, III, Group A Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF Notary Public
Commonwealth of Virginia Registration No. 7782609 My Commission Expires Oct 34, 2022
StepharifrauofA
Notary Public
My Commission Expires: $\frac{10,31.2022}{7782609}$
Notary Registration \#:
state of Vireivia
COUNTY OF ARLugTon
The foregoing instrument was acknowledged before me this 18 day of Yuve , 2020, by Leslie S. Ariail, Member Manager of AGPS (FMRA) Management, LLC, a Virginia limited liability company, as Group B Manager of FOUR MILE RUN ASSOCIATES, L.C.

5TEPHAN PETKOV IVANOFF fotary Public
Commonwealth of Virginia Registration No. 7782609
my Commission Expires Oct 31, 2022


My Commission Expires: 10.31 .2022 Notary Registration \#: $\qquad$

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


My Commission Expires: $10,31,2022$ Notary Registration \#: 7782609

STATE OF Virpinia COUNTY OF Armingtom

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

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


My Commission Expires: 10.31 .2022 Notary Registration \#: 7782609

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


STATE OF Uirpinia
COUNTY OF Arciuprou
The foregoing instrument was acknowledged before me this 17 day of Juve , 2020, by BENJAMINM. SMITH, JR., TRUSTEE OF THE TESTAMENTARY TRUST OF BENJAMIN M. SMITH.


My Commission expires: $10,31,2022$
Notary Registration Number: 7782609

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

## STATE OF Virginia <br> COUNTY OF Arlington

The foregoing instrument was acknowledged before me this 18 day of Tune , 2020, by DAVID C. CANFIELD, TRUSTEE OF THE TESTAMENTARY

TRUST OF BENJAMIN M. SMITH.

My Commission expires: 10.31 .2022 Notary Registration Number: _ 7782609


The Easements herein conveyed are accepted this $24 t / 4$ day of the ne 2020, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution of the Board on April 25, 2020.

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
$B y$ :
Name:
Title:


COMMONWEALTH OF VIRGINIA: COUNTY OF ARLINGTON: to-wit

The foregoing instrument was acknowledged before me this $24^{\text {th }}$ day of June, 2020, by Timothy $0^{\circ}$ Hoes, , the Achif Real Estate Bureau Chef, on

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




## [ES:

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

THESE PROPERTIES ARE SUBJECT TO ALL DEDICATIONS AND EASEMENTS BENEFITTING ARLINGTON COUNTY, VIRGINIA UNLESS OTHERWISE SHOWN HEREON.
these properties are subject to the control of use permit NUMBER U-3436-16-1 APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, ON JUNE 18, 2016, AND APPROVAL OF THIS PLAT NEITHER ENLARGES NOR REDUCES THE OBLIGATIONS IMPOSED BY this use permit, and any amendments, as they relate to these PROPERTIES. USE PERMIT \# U-3436-16-1 IS ON FILE IN THE OFFICE OF THE ZONING ADMINISTRATOR OF ARLINGTON COUNTY, VIRGINIA

THIS PLAT IS BASED ON THE BOUNDARY SURVEY BY WALTER L". PHILLIPS, INC. IN JANUARY, 2019.
the plat of the property shown hereon is referenced to the VIRGINIA COORDINATE SYSTEM OF 1983. THE SCALE FACTOR USED TO DERIVE THE REFERENCED COORDINATES is 0.99995758 . THE FOOT DEFINITION USED IN THE PERFORMANCE OF THIS SURVEY IS THE U.S. SURVEY FOOT.

## TAL SERVICES

## 2020

ADMINISTRATOR


# ACGPREPARED BY, AND WHEN RECORDED RETURN TO: 

Real Estate Bureau Chief

# DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT 

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this $22 n d$ day of Decembel, 202 z, by ARLINGTON VILLAGE ASSOCIATES, a Virginia Limited partnership ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee").

## WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of one dollar (\$1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a temporary easement for the use, as described herein (the "Temporary Easement"), subject to all of the terms and conditions hereinafter set forth, of a portion of Grantor's property, more specifically described as an area of real estate containing approximately Four Thousand Four Hundred Seventy-nine $(\mathbf{4 , 4 7 9})$ square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the exhibit attached hereto and made a part hereof, entitled "Exhibit Showing Temporary Construction Easement on Parcel B, The Original Property of New England Mutual Life Insurance Company, D.B. 1983, PG. 1448, Arlington County, Virginia" (the "Exhibit"), said Temporary Easement Area being a portion of the property acquired by the Grantor by deed dated March 1, 1982, recorded in the Land Records of the Arlington County Circuit Court in Deed Book 2059 at Page 465, and more particularly described as:

Beginning at a point marked by the intersection of the east line of South Cleveland Street and the new South line of Columbia Pike; thence, along the new south line of Columbia Pike, $N .70^{\circ} 48^{\prime} 14 "$ E. a distance of 266.46 feet to the point of intersection of the new South line of Columbia Pike with the west line of South Barton Street; thence, along

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

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

1. Reference is hereby made to the Exhibit attached hereto and incorporated herein for a more full and complete description of the Temporary Easement Area of the Temporary Easement hereby conveyed.
2. Grantee shall have the right to use the Temporary Easement Area solely for the purposes of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, utilities and drainage facilities, including accessories and appurtenances thereto, solely within the Temporary Easement Area, as shown on the Exhibit, and for such other purposes as are incidental and related thereto.
3. Grantee and its agents shall have use of the Temporary Easement solely for the limited purposes named and shall have all rights and privileges reasonably necessary to exercise the use of the Temporary Easement, including the right of access across a portion of the Property to and from the Temporary Easement Area to the extent necessary to facilitate the construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, utilities and drainage facilities.
4. Grantor covenants that Grantor has the right to convey the Temporary Easement, but Grantor makes no representation or warranty whatsoever with respect to the condition of the Property or the suitability of the Temporary Easement Area for Grantee's use.
5. The Temporary Easement conveyed by this document shall commence on the date that is fourteen (14) days prior to the date that construction of the improvements is scheduled to commence on the Property, as determined by written notice delivered at least four (4) weeks prior to commencement of construction to the Grantor by the Grantee or Grantee's contractor, and shall expire upon the completion of the Project, or on an earlier date if Grantor is so notified in writing by Grantee; provided, however, that in no event shall completion of the work on the Property take more than one hundred twenty (120) days unless mutually agreed to in advance in writing by both parties.
6. Grantee agrees to make reasonable efforts to (1) cause all work to be performed on the Property in a good, safe, lien-free and workmanlike manner, in accordance with all applicable laws, the standards of the trade and in such a manner as to avoid interruption of activities conducted on the Property; (2) protect all utilities which are now provided to or through the Property and the improvements thereon, (3) undertake no activity that could undermine the structural integrity of the improvements on the Property, (4) proceed with diligence to complete the all work until completed; and (5) to protect all people (including, without limitation, occupants, invitees, guests, employees, agents, contractors and any

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street Project \# DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA
other persons who are on the Property) and the improvements on the Property from injury or damage in connection with performance of any work.
7. Grantee agrees that Grantor shall have no liability whatsoever for any damages, losses, expenses or injuries to persons or property on or about the Property to the extent caused solely by Grantee or any of its agents, contractors or employees. Upon selection of a contractor or contractors for performance of the Work, Grantee will obtain and provide to Grantor certificate(s) of insurance from such contractor(s), evidencing coverage for commercial general liability (including owned and hired auto coverage and completed operations coverage) with minimum limits of liability of one million dollars ( $\$ 1,000,000$ ) showing Grantor and any mortgagee of the Property as an additional insured.
8. Grantee agrees that within thirty (30) days after the completion of construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal of the public sidewalk, utilities and drainage facilities within or adjacent to the Temporary Easement Area, or as soon thereafter as the weather and temperatures may allow, the Grantee will, at no cost to the Grantor (1) restore the disturbed area within or adjacent to the Temporary Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas with or adjacent to the Temporary Easement Area; (3) replace with nursery stock of the same size and quality, all damaged or destroyed trees on or adjacent to the Temporary Easement Area; and (4) guarantee replaced trees for one year against damage from the date they are replaced.
9. This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.
10. This Deed is contingent upon, and shall not be effective until, accepted on behalf of the County Board of Arlington, Virginia.
11. This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

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

## GRANTOR:

## ARLINGTON VILLAGE ASSOCIATES

Limited Partnership,
a Virginia limited partnership
By: Arlington Village, Inc., a Virginia Corporation

STATE: DISTRICT OF COLUMBIA; 56 cOUNTY: $\qquad$ :

The foregoing instrument was acknowledged before me on this $7^{\text {th }}$ day of DECKM BER , 2021, by Arlington Village Associates, a Virginia limited partnership, Grantor.

Notary Public:

My Commission Expires: JulY 31,2026
My Registration No.: $\quad \mathrm{N} / \mathrm{A}$


## GRANTEE:

## THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

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

By:


## COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON, to-wit:
The foregoing instrument was acknowledged before me by Mark I Schwartz
$\qquad$ , as County Manager
on behalf of THE
COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this $22^{N d}$ day of

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



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

## CONSENT AND JOINDER

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

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

BENEFICIARY

1
AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY, an Iowa corporation

By:
 Name: Wryssu Ripply
Its: B St Vic president Commercial Mortgage

TRUSTEE
-James Harnden DavidsonSoleAling Trustee-

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


# ACGPREPARED BY, AND WHEN RECORDED RETURN TO: 

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


Arlington, Virginia 22201
Exempt from Recordation Tax Per Virginia Code § 58.1-811.A. 3

## DEED OF TEMPORARY EASEMENT <br> AND CONSTRUCTION AGREEMENT

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

## WITNESS:

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

> Beginning at a point marked by the intersection of the east line of South Cleveland Street and the new South line of Columbia Pike; thence, along the new south line of Columbia Pike, N. $70^{\circ} 48^{\prime} 14$ " E. a distance of 266.46 feet to the point of intersection of the new South line of Columbia Pike with the west line of South Barton Street; thence, along the west line of South Barton Street, S. $19^{\circ} 11$ ' 46" E. a distance of
200.00 feet to a point; thence, $S .70^{\circ} 48^{\prime} 14 "$ W. a distance of 258.24 feet to a point in the east line of South Cleveland Street; thence, along the east line of South Cleveland Street, N. $21^{\circ} 32$ ' 56 " W. a distance of 200.17 feet to the point and place of beginning, containing $52,470.00$ square feet, more or less (the "Property").

1. Reference is hereby made to the Exhibit attached hereto and incorporated herein for a more full and complete description of the Temporary Easement Area of the Temporary Easement hereby conveyed.
2. Grantee shall have the right to use the Temporary Easement Area solely for the purposes of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, curb, and gutter facilities, including accessories and appurtenances thereto, solely within the Temporary Easement Area, as shown on the Exhibit, and for such other purposes as are incidental and related thereto.
3. Grantee and its agents shall have use of the Temporary Easement solely for the limited purposes named and shall have all rights and privileges reasonably necessary to exercise the use of the Temporary Easement, including the right of access across a portion of the Property to and from the Temporary Easement Area to the extent necessary to facilitate the construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, curb, and gutter facilities.
4. Grantor covenants that Grantor has the right to convey the Temporary Easement, but Grantor makes no representation or warranty whatsoever with respect to the condition of the Property or the suitability of the Temporary Easement Area for Grantee's use.
5. The Temporary Easement conveyed by this document shall commence on the date that is fourteen (14) days prior to the date that construction of the improvements is scheduled to commence on the Property, as determined by written notice delivered at least four (4) weeks prior to commencement of construction to the Grantor by the Grantee or Grantee's contractor, and shall expire upon the completion of the Project, or on an earlier date if Grantor is so notified in writing by Grantee; provided, however, that in no event shall completion of the work on the Property take more than one hundred twenty (120) days unless mutually agreed to in advance in writing by both parties.
6. Grantee agrees to make reasonable efforts to (1) cause all work to be performed on the Property in a good, safe, lien-free and workmanlike manner, in accordance with all applicable laws, the standards of the trade and in such a manner as to avoid interruption of activities conducted on the Property; (2) protect all utilities which are now provided to or through the Property and the improvements thereon, (3) undertake no activity that could undermine the structural integrity of the improvements on the Property, (4) proceed with diligence to complete the all work until completed; and (5) to protect all people (including, without limitation, occupants, invitees, guests, employees, agents, contractors and any other persons who are on the Property) and the improvements on the Property from injury or damage in connection with performance of any work.

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Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street Project \# DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA
7. Grantee agrees that Grantor shall have no liability whatsoever for any damages, losses, expenses or injuries to persons or property on or about the Property to the extent caused solely by Grantee or any of its agents, contractors or employees. Upon selection of a contractor or contractors for performance of the Work, Grantee will obtain and provide to Grantor certificate(s) of insurance from such contractor(s), evidencing coverage for commercial general liability (including owned and hired auto coverage and completed operations coverage) with minimum limits of liability of one million dollars $(\$ 1,000,000)$ showing Grantor and any mortgagee of the Property as an additional insured.
8. Grantee agrees that within thirty (30) days after the completion of construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal of the public sidewalk, curb and gutter facilities within or adjacent to the Temporary Easement Area, or as soon thereafter as the weather and temperatures may allow, the Grantee will, at no cost to the Grantor (1) restore the disturbed area within or adjacent to the Temporary Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas with or adjacent to the Temporary Easement Area; (3) replace with nursery stock of the same size and quality, all damaged or destroyed trees on or adjacent to the Temporary Easement Area; and (4) guarantee replaced trees for one year against damage from the date they are replaced.
9. This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.
10. This Deed is contingent upon, and shall not be effective until, accepted on behalf of the County Board of Arlington, Virginia.
11. This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA

## GRANTOR:



## sTAFE: District of Columbia EOUNTY: <br> $\qquad$ :

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

Notary Public: Hiel a Donahee My Commission $x$ xpires: $\qquad$
My Registration No.: $\qquad$
JILL A. DONAHUE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 30, 2023


## GRANTEE:

## THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

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


## COMMONWEALTH OF VIRGINIA

 COUNTY OF ARLINGTON, to-wit:The foregoing instrument was acknowlegged before me by Mark $J$ Schwawtz , as County Manager $\qquad$ on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this It thay of
Notary Public
My Commission exp
My Registration No:

APPROVED AS TO FORM:


CQUNTY ATTORNEY

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

## CONSENT AND JOINDER

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

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

## BENEFICIARY

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY, an lowa


6

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

## STATE OF IOWA, COUNTY OF POLK, ss:

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


## ACKNOWLEDGEMENT

## STATE OF IOWA, COUNTY OF POLK, ss:

This record was acknowledged before me on this $\mathcal{L}^{h}$ day of June, 2022, by Loryssa L. Rippey, as the Assistant Vice President Commercial Mortgage of American Equity Investment Life Insurance Company, an Iowa corporation.

[Notary Stamp]
[My commission expires]


Signature of Notary Public


# ACGPREPARED BY, AND WHEN RECORDED RETURN TO: 

Real Estate Bureau Chief
Department of Environmental Services

## DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT

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

## WITNESS:

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

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

[^5]200.00 feet to a point; thence, $S .70^{\circ} 48^{\prime} 14$ " W. a distance of 258.24 feet to a point in the east line of South Cleveland Street; thence, along the east line of South Cleveland Street, N. $21^{\circ} 32$ ' 56 " W. a distance of 200.17 feet to the point and place of beginning, containing $52,470.00$ square feet, more or less (the "Property").

1. Reference is hereby made to the Exhibit attached hereto and incorporated herein for a more full and complete description of the Temporary Easement Area of the Temporary Easement hereby conveyed.
2. Grantee shall have the right to use the Temporary Easement Area solely for the purposes of construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, curb, and gutter facilities, including accessories and appurtenances thereto, solely within the Temporary Easement Area, as shown on the Exhibit, and for such other purposes as are incidental and related thereto.
3. Grantee and its agents shall have use of the Temporary Easement solely for the limited purposes named and shall have all rights and privileges reasonably necessary to exercise the use of the Temporary Easement, including the right of access across a portion of the Property to and from the Temporary Easement Area to the extent necessary to facilitate the construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of public sidewalk, curb, and gutter facilities.
4. Grantor covenants that Grantor has the right to convey the Temporary Easement, but Grantor makes no representation or warranty whatsoever with respect to the condition of the Property or the suitability of the Temporary Easement Area for Grantee's use.
5. The Temporary Easement conveyed by this document shall commence on the date that is fourteen (14) days prior to the date that construction of the improvements is scheduled to commence on the Property, as determined by written notice delivered at least four (4) weeks prior to commencement of construction to the Grantor by the Grantee or Grantee's contractor, and shall expire upon the completion of the Project, or on an earlier date if Grantor is so notified in writing by Grantee; provided, however, that in no event shall completion of the work on the Property take more than one hundred twenty (120) days unless mutually agreed to in advance in writing by both parties.
6. Grantee agrees to make reasonable efforts to (1) cause all work to be performed on the Property in a good, safe, lien-free and workmanlike manner, in accordance with all applicable laws, the standards of the trade and in such a manner as to avoid interruption of activities conducted on the Property; (2) protect all utilities which are now provided to or through the Property and the improvements thereon, (3) undertake no activity that could undermine the structural integrity of the improvements on the Property, (4) proceed with diligence to complete the all work until completed; and (5) to protect all people (including, without limitation, occupants, invitees, guests, employees, agents, contractors and any other persons who are on the Property) and the improvements on the Property from injury or damage in connection with performance of any work.

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street Project \# DS40 (the "Project")
RPC: 32002001
Address: 2500-2522 Columbia Pike, Arlington, VA
7. Grantee agrees that Grantor shall have no liability whatsoever for any damages, losses, expenses or injuries to persons or property on or about the Property to the extent caused solely by Grantee or any of its agents, contractors or employees. Upon selection of a contractor or contractors for performance of the Work, Grantee will obtain and provide to Grantor certificate(s) of insurance from such contractor(s), evidencing coverage for commercial general liability (including owned and hired auto coverage and completed operations coverage) with minimum limits of liability of one million dollars ( $\$ 1,000,000$ ) showing Grantor and any mortgagee of the Property as an additional insured.
8. Grantee agrees that within thirty (30) days after the completion of construction, maintenance, repair, reconstruction, relocation, replacement, and/or removal of the public sidewalk, curb and gutter facilities within or adjacent to the Temporary Easement Area, or as soon thereafter as the weather and temperatures may allow, the Grantee will, at no cost to the Grantor (1) restore the disturbed area within or adjacent to the Temporary Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas with or adjacent to the Temporary Easement Area; (3) replace with nursery stock of the same size and quality, all damaged or destroyed trees on or adjacent to the Temporary Easement Area; and (4) guarantee replaced trees for one year against damage from the date they are replaced.
9. This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.
10. This Deed is contingent upon, and shall not be effective until, accepted on behalf of the County Board of Arlington, Virginia.
11. This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[^6]
## GRANTOR:

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


SFATE: District of Columibia COUNTY: $\qquad$ :

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

Notary Public:
 My Commission Expires: My Registration No.: $\qquad$ JILLLA. DONAHUE
NOTAAY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 30, 2023


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

## GRANTEE:

## THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

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

By:


COMMONWEALTH OF VIRGINIA COUNTY OF ARLINGTON, to-wit:

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

Notary Public: $\qquad$
My Commission expires: $10 / 3 / 1 / 2026$
My Registration No.: $\qquad$

APPROVED AS T FORM :


COUNTY ATTORNEY


Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street Project \# DS40 (the "Project")
RFC: 32002001

## CONSENT AND JOINDER

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

IN WITNESS WHEREOF, the Beneficiary has caused this instrument to be executed by


## BENEFICLARY

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY, an lowa


## TRUSTEE



## PREPARED BY, AND WHEN RECORDED RETURN TO:

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

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

## DEED OF EASEMENT

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

## WITNESS:

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

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

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

[^7]Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area of the Easement hereby conveyed.

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

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

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

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

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

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

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

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

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

WITNESS the following signatures:
[Signatures appear on the following pages]

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

## GRANTOR:

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


Title: MAMNAR - MANLAG心ת
Sate: South Carolina Country: Charleston

The foregoing instrument was acknowledged before me on this $9^{\text {th }}$ day of July $\qquad$ 2021 by MICHALSL N. NAFALIOZNS Mesmiser. Manger._ of Circe Properties, L.L.C., a Maryland limited liability company, Granter.
Notary Public: Heather Ru on My Commission expires: $05 / 03 / 2028$ My Registration No.:


LDP VA LLC, a Virginia limited liability company
Title:
Evangeline PEDAS
Name:
$\qquad$
state: District of CocimbiA County: $\qquad$
The foregoing instrument was acknowledged before me on this $7^{\boldsymbol{T H}}$ day of
$\qquad$ by Evangeline Pedas MANAGER of LDP VA LLC, a Virginia limited liability
company, Grantor.
Notary Public:


My Commission expires: 8-31-2022
My Registration/ No.: $\qquad$
$\qquad$ -

MWD COLUMBIA PIKE, LLC, a Virginia limited liability company

By:


State: Dissert of Couvisia County: $\qquad$ $1 \quad N / A$
$\qquad$
The foregoing instrument was acknowledged before me on this $3^{\text {AD }}$ August
MANAGER , 2021 by MRHAEL W. DATE day of of MWD Columbia Pike, LLC, a Virginia
limited liability company, Granter.
Notary Public:


My Commission expires: 8-3/-2022
My Registration No.:


Project: Columbia Pike Multi Modal Segment D- S., Courthouse Rd. to S. Garfield Street - Project \# DS40 (the "Project")

## GRANTEE:

## THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this Doth day of Octols , 202 on behalf of the County Board of Arlington County, Virginia pursuant to a resolution, motion, or action of the said Board duly adopted on $\qquad$ 202 $\qquad$ .


COMMONWEALTH OF VIRGINIA COUNTY OF ARLINGTON, to-wit:

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

Notary Public: Bum Mitchell Woodham
My Commission expires: Vol, 31,2025
My Registration No.: 7560482

APPROVED AS TO FORM:


BRUCE MITCHELL WOODHAMS
NOTARY PUBLIC COMMONWEALTH OF VIRGINIA 7560482 MY COMMISSION EXPIRES T/3i/25

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


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PREPARED BY, AND WHEN RECORDED RETURN TO:

\section*{DEED OF TEMPORARY EASEMENT \\ AND CONSTRUCTION AGREEMENT}

\begin{abstract}
This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this \(\gamma^{\text {th }}\) day of Ocfober, 2020, by GELMAN ARLINGTON SHOPPING CENTER LLC ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee").
\end{abstract}

\section*{WITNESS:}

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the following signature(s):

\section*{[Signatures appear on the following page(s)]}

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

\section*{GRANTOR: GELMAN ARLINGTON SHOPPING CENTER LLC}

BY:


NAME: Gillian miller
TITLE: \(\qquad\)
District
STATE: columbia COUNTY: \(\qquad\) \(\stackrel{\square}{ }\)

The foregoing instrument was acknowledged before me on this 31 day of August, 2020 , by Gillian Miller , the of Gelman Arlington Shopping Center LLC, Grantor.

Notary Public:


My Commission Expires: lune 14,1021
My Registration No.: \(\qquad\) \(n / A\)


\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

ACCEPTED this Goth day of October, 2020 on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726 B.

By:


COUNTY MANAGER

\section*{COMMONWEALTH OF VIRGINIA}

COUNTY OF ARLINGTON, to-wit:
The foregoing instrument was acknowledged before me by Mark J Schwartz 2 County Manager, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this gif day of QQ \&0 ber, 2020

Notary Public:


My Commission expi
My Registration No.:


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


PREPARED BY, AND WHEN RECORDED RETURN TO:

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


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

\section*{DEED OF EASEMENTS}

This DEED OF EASEMENTS ("Deed") is made this \(H\) th day of October 2020 , by THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("County" or "Grantee") (together, the "Parties").

\section*{RECITALS:}

R-1. WHEREAS, by virtue of an instrument recorded in Deed Book 4461 at Page 75 among the land records of Arlington County, Virginia ("Land Records"), the Grantor is the owner of certain real property, situate and located in Arlington County, Virginia, and more particularly described as follows:

> Parcels B and C, Penrose Square, as the same appears per Deed of Resubdivision recorded in Deed Book 4249, Page 1774 in the land records of Arlington County, Virginia (the "Property").

R-2. WHEREAS, it is the desire of Grantor to dedicate, grant, and convey unto the County the following: (1) An easement totaling 1,426 square feet for an Easement for Public Street, Transit, and Utilities Purposes; and (2) An easement totaling 392 square feet for an Easement for Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Purposes; all as hereinafter set forth, described and shown on a plat entitled "Plat Showing Various Easements on Parcel B Penrose Square D.B. 4249, PG. 1774 Arlington County, Virginia" dated October 12, 2015, last revised June 18, 2020, approved by the Acting Arlington County Department of Environmental Services Division of Transportation, Subdivision and Bonds Administrator on July 21, 2020, prepared by Rice Associates (the "Plat"), and attached hereto and made a part hereof.

\section*{EASEMENT FOR PUBLIC STREET, TRANSIT, AND UTILITIES PURPOSES}

THE DEED WITNESSETH, that for and in consideration of the sum of One Dollar ( \(\$ 1.00\) ), the mutual benefits to be derived by the Parties hereto, and other good and valuable

\footnotetext{
Project: Columbia Pike Multi Modal Segment D - S. Courthouse Rd. to S. Garfield St. - Project \# DS39 (the "Project")
RPC: \(\quad 25016013\) \& 25016014
Address: \(25019^{\text {th }}\) Rd. S., Arlington, Virginia
}
consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby dedicate, grant, and convey unto the County, its successors and assigns, an Easement for Public Street, Transit, and Utilities Purposes over, under, across, and through the Property, described as "Easement for Public Street, Transit, and Utilities Purposes Hereby Granted" in the location and dimensions shown on the Plat (the "Public Street, Transit and Utilities Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement, and relocation of present and future public street, transit, and public and private utilities, including but not limited to: public bus shelters, public bus stops, public transit stops, information module, benches, lean bars, trash cans, recycling receptacles, signage, flag sign with real-time information, elevated platform, raised curb, truncated domes, offboard fare collection equipment, and any related accessories and appurtenances thereto (collectively, "Public Bus Shelter Improvements"), within the area of said Public Street, Transit, and Utilities Easement, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, locate, operate, maintain, improve, update, repair, reconstruct, or replace, and relocate the Public Bus Shelter Improvements, within the aforesaid Public Street, Transit and Utilities Easement area.
1. The Grantor covenants that Grantor is seized of and has the right to dedicate, grant, and convey said Public Street, Transit, and Utilities Easement, and that Grantor shall make no use of the easement areas which is inconsistent with the easement right hereby granted.
2. County agrees that, as soon as practicable after the completion of construction, location, improvement, updating, maintenance, repair, reconstruction, or relocation, replacement or removal of the Public Bus Shelter Improvements within the Public Street, Transit, and Utilities Easement area, the County will, at no cost to Grantor:
(a) Maintain the Public Street, Transit, and Utilities Easement, including all of the Public Bus Shelter Improvements that may be located therein; and
(b) Replace with nursery stock all existing trees, plants, shrubbery, and hedges in the Public Street, Transit, and Utilities Easement area that are damaged by the construction, location, maintenance, improvement, updating, repair, reconstruction, relocation, replacement or removal of the Public Bus Shelter Improvements, within or adjacent to the Public Street, Transit, and Utilities Easement area; and
(c) Guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year, from the date of planting, against loss, except loss caused by act of other or failure to adequately water such nursery stock.

Project: Columbia Pike Multi Modal Segment D - S. Courthouse Rd. to S. Garfield St. - Project \# DS39 (the "Project")
RPC: \(\quad 25016013\) \& 25 QQ 4013
Address: \(25019^{\text {th }}\) Rd. S., Arlington, Virginia
3. All Public Bus Shelter Improvements installed or constructed by the County shall be and shall remain the property of the County. No additional charge shall at any time be made to the County for the portion of the Property used or occupied by the County pursuant to this Deed of Easement. The County shall have all rights and privileges reasonably necessary for the use of the Public Street, Transit, and Utilities Easement, including access thereto.

\section*{EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, TRAFFIC SIGNAL AND EQUIPMENT AND DRAINAGE PURPOSES}

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby dedicate, grant, and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Purposes over, under, across, and through the Property, described as "Easement for Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Purposes Hereby Granted" in the location and dimensions shown on the Plat (the "Public Sidewalk, Utilities, Traffic Signal and Equipment and Drainage Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present and future public sidewalks, public and private utilities, traffic signal and equipment, and drainage facilities and structures, including accessories and appurtenances thereto, within the area of said Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement, and for such other purposes as are incidental and related thereto. The aforesaid Easement is subject to the following terms and conditions:
1. The County and its agents shall have full and free use of the said Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement area for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Easement, including the right of access across the Property to and from the Easement area, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use the adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building, structure, or facility of a permanent nature on such adjoining land. The County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.
2. The County shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement area;

Project: Columbia Pike Multi Modal Segment D - S. Courthouse Rd. to S. Garfield St. - Project \# DS39 (the "Project")
RPC: \(\quad 25016013\) \& 25016014
Address: \(25019^{\text {th }}\) Rd. S., Arlington, Virginia
provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement area.
3. The Grantor reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement area for the purposes named, and does not interfere with the use of the Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement area by the County, and/or its agents, permittees, contactors, successors and assigns for the purposes named herein.
4. The Grantor covenants that Grantor is seized of and has the right to dedicate, grant, and convey said Public Sidewalk, Utilities, Traffic Signal and Equipment, and Drainage Easement, and that Grantor shall make no use of the easement area which is inconsistent with the easement right hereby granted.

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

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

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

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

The recitals and exhibits are incorporated into this Deed.

WITNESS the following signature(s):
[Signatures appear on the following page(s)]

\section*{GRANTOR:}


\section*{COMMONWEALTH OF VIRGINIA} COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by limothy O'HORA , on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \(14^{t h}\) day of Oc toper , 2020.

Notary Public:
 My Commission expires: \(01 / 31 / 2023\) My Registration No.: 7502397


\section*{GRANTEE：}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY，VIRGINIA}

Accepted this 上做 day of October ，2020，on behalf of the County Board of Arlington County，Virginia，pursuant to a resolution，motion，or action of the said Board duly adopted on \(\qquad\) September 12 2 \(\qquad\) ， 2020.


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 \(1 L^{\text {m }}\) day of OC to be \(\qquad\) ， 2020.

Notary Public：
 97
My Commission expires： \(01 / 3,12023\)
My Registration No．： \(\qquad\)


6

Project：Columbia Pike Multi Modal Segment D－S．Courthouse Rd．to S．Garfield St．－Project \＃DS39 （the＂Project＂）
ReC： 25016013 \＆ 25016014
Address： \(25019^{\text {th }}\) Rd．S．，Arlington，Virginia


RPC NO.: 25-016-012

THIS DEED IS EXEMPT FROM RECORDATION TAX
PURSUANT TO VA. CODE § 58.1-811(A)(3)

\section*{DEED OF EASEMENT}

This DEED OF EASEMENT ("Deed") is made this \(8 \sqrt{4}\) day of \(\qquad\) 2021 , by PENROSE SQUARE ASSOCIATES, LLC, a Virginia limited liability company ("Pentose"), Owner, ("Grantor"), FANNIE MAE, CORPORATE ORGANIZATION, a corporation organized under the laws of the United States of America ("Fannie Mae"), Lender ("Grantor"), DANIEL CARRIGAN ("Carrigan"), Trustee ("Granter") and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("County") ("Grantee").

\section*{**WITNESSETH**}

WHEREAS, Pentose is the sole owner and proprietor of a certain parcel or tract of real property, situate and located in Arlington County, Virginia ("Property"), having acquired the Original Property by virtue of a deed recorded in Deed Book 4208 at page 2401, among the land records of Arlington County, Virginia (the "Land Records"); and

WHEREAS, by virtue of that certain Deed of Trust, dated February 13, 2013, recorded among the Land Records in Deed Book 4654, at Page 2491, and assigned to Fannie Mae by virtue of an Assignment of Security Instrument (Multifamily Deed of Trust,

Assignment of Leases and Rents, Security Agreement and Fixture Filing), recorded among the Land Records in Deed Book 4654 at Page 2514 (the "Fannie Mae Deed of Trust"), the Property was conveyed in trust to Mark S. Shiembob to secure an indebtedness to Fannie Mae as assignee of Prudential Multifamily Mortgage, LLC.

WHEREAS, by a Substitution of Trustee, dated August 3, 2021, recorded among the Land Records as Instrument No. 20210100028794, Mark S. Shiembob was removed as Trustee on the Fannie Mae Deed of Trust, and Daniel Carrigan was appointed as Substitute Trustee.

WHEREAS, hereinafter Fannie Mae will sometimes be referred to as the "Lender", the Fannie Mae Deed of Trust will sometimes be referred to as the "Deed of Trust"; and Carrigan will sometimes be referred to as the "Trustee".

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustee and the Lender, to grant and convey to the County an easement designated as "Easement for Public Sidewalk, Utilities, Traffic Signal Equipment, and Drainage Purposes Area \(=41\) Sq. Ft.," ("Easement") on a plat entitled "Plat Showing Easement for Public Sidewalk, Utilities, Traffic Signal Equipment, and Drainage Purposes on Parcel A Penrose Square D. B. 4249, PG. 1774 Arlington County, Virginia," Certified on January 11, 2021 and approved by the Arlington County Acting Subdivision \& Bonds Administrator on January 11, 2021 (the "Plat"), attached hereto and made a part hereof.

\section*{EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, TRAFFIC SIGNAL EQUIPMENT, AND DRAINAGE PURPOSES}

NOW, THEREFORE, and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the Owner, with the consent and approval of the Trustee and the Lender, does hereby grant and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, Traffic Signal Equipment, and Drainage Purposes (the "Easement"), over, under, across and through the Property, in the location and dimensions shown on the Plat for the purposes of construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation of present or future public sidewalks, utilities, traffic signal equipment, improvements and facilities and drainage improvements and facilities within the said area of the Easement, subject to the following terms and conditions:
1. The County, its agents and public at large, shall have full and free use of the Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Easement, including the right of access to and from the Easement area, and the right to use the immediately adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land. The County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the restoration of paving surfaces, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.
2. The County shall have the right, but not the obligation, to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or in immediate proximity to the Easement area; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the restoration of paving surfaces, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the Easement area.
3. The Owner reserves the right to use the Easement area in any manner that is not inconsistent with the rights herein conveyed, and does not interfere with the use of the Easement for the purposes named.
4. The Owner covenants that the Owner is seized of and has the right to convey the Easement, and that the Owner shall make no use of the Easement area which is inconsistent with the Easement rights hereby granted.

\section*{SUBORDINATION}

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee, as authorized to act by the Lender, does hereby subordinate the lien of the Deed of Trust to the Easement granted in this Deed as shown on the Plat.

It is expressly understood that the subordination of the lien of the Deed of Trust to the Easement granted in this Deed shall not otherwise affect the lien of the Deed of Trust, which shall remain in full force and effect.

\section*{COVENANTS REAL}

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

\section*{FREE CONSENT}

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

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

The Recitals are hereby incorporated into this Deed.
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

WITNESS the following signatures and seals:

PENROSE SQUARE ASSOCIATES, LLC, a
Virginia limited liability company
By: Penrose Manager, LLC, a Virginia limited liability company Its Manager

By:


Benjamin M. Smith, Jr Member Manager
state of Virginin
COUNTYICITY OF Anling f.-
The foregoing instrument was acknowledged before me this \(\qquad\) MAy \(\qquad\) , 202! by Benjamin M. Smith, Jr., Member Manager of Penrose Manager, LLC, a Virginia limited liability company, as Manager of Penrose Square Associates, LLC, a Virginia limited liability company.


Notary Public


Registration Number: \(\qquad\)

NEL WINSTEN
Notary Public
Commonwealth of Virginia
Registration No. 134081
My Commission Expires Dec 31, 2023

FANNIE MAE, the corporation duly organized under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. \(\$ 1716\) et seq. and duly organized and existing under the laws of the United States


Name: Michael W. Dick
Title: Assistant Vice President

\section*{STATE OF DELAWARE:}

COUNTY OF SUSSEX: to-wit
The foregoing instrument was acknowledged before me this 10 凡 day of August, 2021, by Michael W. Dick, Assistant Vice President of FANNIE MAE, a corporation organized and existing under the Federal National Mortgage Association Charter Act, as amended, 12 U.S.C. \(\$ 1716\) et seq., and duly organized and existing under the laws of the United States


Notary Public
My Commission Expires: Fers \(13 \quad 202.2\) Notary Registration Number: 2018021300005



COMMONWEA.4TH OF VIRGINIA:
cOUNTY OF frug tor : to-wit


My commission expires: AOM1 30,7025
Notary Registration\#: 270808

The Easements herein conveyed are accepted this \(\qquad\) day of \(\qquad\) , 202 \(\downarrow\), on behalf of the County Board of Arlington County, Virginia, pursuant to an action of the Board on Veto her 16, 2021.

\section*{COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}
\(B y:\)
Name:


\section*{COMMONWEALTH OF VIRGINIA:}

COUNTY OF ARLINGTON: to-wit
The foregoing instrument was acknowledged before me this \(8^{\mathrm{TH}^{\mathrm{TH}} \text { day of }}\) December , 202I, by Timothy D. O'Hora, the Acting Real Estate Bureau on behalf of the County Board of Arlington County, Virginia.

Title:


My commission expires: April 30, 2023 Notary Registration \#: \(\qquad\)


APPROVED AS TO FORM:


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PREPARED BY,
AND WHEN RECORDED RETURN TO:

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\section*{DEED OF EASEMENTS AND DEED OF TEMPORARY CONSTRUCTION EASEMENTS}

This DEED OF EASEMENTS and DEED OF TEMPORARY CONSTRUCTION EASEMENT ("Deed") is made this Sth day of Cypril, 2022, by COLUMBIA MANOR, L.C., a Virginia limited liability company, and BENJAMIN M. SMITH, JR., TRUSTEE OF THE BMS JR. 2011 TRUST, Lender, DAVID C. CANFIELD, Trustee, and JOSEPH P. CORISH, Trustee (either of whom may act and jointly referred to as Trustee), all collectively, Grantors, and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County"), a body corporate and politic, Grantee.

\section*{RECITALS}

R-1 WHEREAS, by virtue of an instrument recorded in Deed Book 2463, at Page 179 among the land records of Arlington County, Virginia ("Land Records"), the Grantors are the owners of certain real property, situate and located in Arlington County, Virginia known as:

All those certain lots or parcels of land, lying and being in Arlington County, Virginia, and more particularly described as follows: pt.
Lots \(\Lambda\) 1, 2, 3, 4, 5, 6 and 53 of the subdivision known as Arlington Heights, as the same appears duly dedicated, platted and recorded among the land records of Arlington County, Virginia, in Liber Z, No. 4, at Page 176;

Less and except therefrom the following described parcels of land:
a. The North 50 feet by the full width of Lot 6 , conveyed by Julia M. Smith, widow, to George A. Collier and Edith M. Collier, his wife, by deed dated February 20, 1936, recorded among the aforesaid land records in Deed Book 385 at page 577, and by deed dated May 20, 1937, recorded among the aforesaid land records in Deed Book 415 at Page 402, and re-recorded among the aforesaid land records in Deed Book 533 at Page 77;
b. 15.97 square feet of land, more or less, conveyed by Julia M. Smith, widow, to the County Board of Arlington County, Virginia, a body corporate, by deed dated January 7, 1941 and recorded among the aforesaid land records in Deed Book 529 at page 83.

Also described by metes and bounds as follows:
Beginning at a point (marked by a P.K. nail set), said point being at the intersection of the Easterly line of S. Veitch Street with the Northerly line of Columbia Pike; thence with the Easterly line of S. Veitch Street N \(06^{\circ} 00^{\prime} 00^{\prime \prime}\) W 434.06' to a point (marked by a found iron pipe), said point being a Southwesterly corner of Hubbs (now or formerly); thence with the Southerly line of Hubbs ( \(\mathrm{n} / \mathrm{f}\) ) and the same line continuing with Hooks ( \(\mathrm{n} / \mathrm{f}\) ) and a Southerly line of S. Courthouse Road N \(84^{\circ} 00^{\prime} 00^{\prime \prime}\) E \(220.00^{\prime}\) to a point (marked by a P.K. nail set), said point being at the intersection of the Southerly line and a Westerly line of S. Courthouse Road; thence with the said Westerly line of S. Courthouse Road S \(06^{\circ} 00^{\prime} 00^{\prime \prime} \mathrm{E} 396.18^{\prime}\) to a point (marked by a P.K. nail set), said point being at the intersection of the Westerly line of S . Courthouse Road with the Northerly line of Columbia Pike; thence with the said Northerly line of Columbia Pike the following courses and distances: S \(84^{\circ} 00^{\prime} 00^{\prime \prime} \mathrm{W} 3.00^{\prime}\) to a point (marked by a P.K. nail set); thence along a curve to the right (Radius \(=5.00^{\prime}\), Delta \(=81^{\circ} 12^{\prime} 00^{\prime \prime}\), Tangent \(=4.29^{\prime}\), Chord \(=\) \(6.51^{\prime}\), Chord Bearing \(=\mathrm{S} 34^{\circ} 36^{\prime} 00^{\prime \prime} \mathrm{W}\) ) an arc distance of \(7.09^{\prime}\) to a point (marked by a P.K. nail set) and S \(75^{\circ} 12^{\prime} 00^{\prime \prime} \mathrm{W} 215.30^{\prime}\) to a point of beginning containing 91,731 square feet of land, more or less ("Property").

R-2 WHEREAS, by virtue of a Deed of Trust, Security Agreement and Assignment of Leases and Rents ("Deed of Trust") recorded among the Land Records as Instrument Number 20200100011946, as amended in Instrument 20210100007244, Owner secured a loan from the Lender on the Property with David C. Canfield and Joseph P. Corish as Trustee, either of whom may act on the Deed of Trust.

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC\#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

R-3 WHEREAS, it is the desire of the Grantors, to grant and convey to the County: 1) two easements for public sidewalk, utilities, and drainage purposes in the amounts of 27 Sq . Ft. and 54 Sq. Ft. ("Sidewalk Easements"); and 2) two temporary construction easements in the amounts of 95 Sq. Ft. and \(6,165 \mathrm{Sq}\). Ft. ("Temporary Construction Easements"); all as hereinafter set forth and shown on a plat entitled "Plat Showing Easements for Public Sidewalk Utilities, and Drainage Purposes and Temporary Construction Easements on Part Lot 1 and Lots 2, 3, 4 Arlington Heights D.B. Z-4, PG. 176, Arlington County, Virginia," prepared by the Arlington, Virginia Department of Environmental Services Engineering Bureau - Survey Section, sealed July 26, 2021, and approved by the Arlington County Subdivision and Bonds Administrator on July 28, 2021 (the "Plat"), which Plat is attached hereto and made a part hereof.

\section*{EASMENTS FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES}

THIS DEED FURTHER WITNESSETH, in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the County, its successors and assigns, easements for public sidewalk, utilities, and drainage Purposes described on the Plat as: 1) "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area = 27 SQ.FT.;" and 2) "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted Area \(=54\) SQ.FT.;" in the locations and dimensions shown on the Plat ("Sidewalk Easements"), over, under, across and through the Property, for the purposes of construction, location, maintenance, removal, repair, reconstruction, replacement and relocation of present or future public sidewalks, utilities, and drainage facilities within the said Sidewalk Easements. The aforesaid Sidewalk Easements are subject to the following terms and conditions:
1. The County and its agents shall have full and free use of the Sidewalk Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Sidewalk Easements, including the right of access to and from the Sidewalk Easements areas, and the right to use the immediately adjoining land of the Grantors where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.
2. The County shall have the right, but not the obligation to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Sidewalk Easements; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and the repaving and restriping of disturbed parking areas, but not the replacement of structures, trees or obstructions.
3. The Grantors reserve the right to use the Property in any manner which is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Sidewalk Easements for the purposes named.
4. All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. The Grantee shall have all rights and privileges reasonably necessary for the use of the Sidewalk Easements.
5. The Grantors covenant that they are seized of and has the right to convey the Sidewalk Easements, and that the Grantors shall make no use of the Sidewalk Easements areas which is inconsistent with the Sidewalk Easements rights hereby granted.

\section*{EASEMENTS FOR TEMPORARY CONSTRUCTION PURPOSES}

THIS DEED FURTHER WITNESSETH, in consideration of the sum of One Dollar ( \(\$ 1.00\) ) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the County, its successors and assigns, easements for temporary construction purposes ("Temporary Construction Easements"), in the locations and dimensions shown and designated as "Temporary Construction Easements Area \(1=95 \mathrm{Sq}\). Ft. Area \(2=6,165 \mathrm{Sq}\). Ft." on the Plat, for use by the County for the surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair of public street, sidewalk, transit station, transit facilities, utilities and drainage facilities, including accessories and appurtenances thereto (collectively, "Facilities"), within the Temporary Construction Easements areas. The Temporary Construction Easements are subject to the following terms and conditions:
1. The County and its agents shall have full and free use of the Temporary Construction Easements for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary Construction Easements, including the right of reasonable access to and from the Temporary Construction Easements areas and the right to use immediately adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easements or on such adjoining land. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easements being conveyed, deemed by it to interfere with the proper and efficient construction of the facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and, if necessary, the repaving and restriping of disturbed parking areas, as determined by the County in its reasonable discretion, but not the replacement of structures, trees or other obstructions.
3. The Grantors reserve the right to make any use of the Temporary Construction Easements areas that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.
4. The Grantors covenant that the Grantors are seized of and have the right to convey the Temporary Construction Easements, and that Grantors shall make no use of the Temporary Construction Easements areas that is inconsistent with the easement rights hereby granted.
5. The Temporary Construction Easements created by this Deed shall begin upon the date of acceptance of this Deed by the County and shall automatically expire upon the completion of the construction of the planned Facilities, as determined by the County, or on an earlier date if the Grantors are so notified in writing by the County.
6. In connection with its construction of the planned Facilities, the County will make those modifications to the Property depicted on the "Proposed Plan" attached hereto and made a part hereof, including shifting the Columbia Pike entrance to the Property, resurfacing of the front parking lot and restriping parking spaces on the front parking areas.

\section*{SUBORDINATION}

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

\section*{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.

\section*{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.

\section*{[Signatures appear on the following page(s)]}

\section*{GRANTOR (Owner):}

\section*{COLUMBIA MANOR, L.C.,} a Virginia limited liability company

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

By:


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

By:

[Notary acknowledgments appear on the following pages]

9

Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC\#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

\section*{COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF Mefongenton , to wit:}

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, in its capacity as Manager of Columbia Manor, L.C., this 21" day of Jnwun. _, 2022, on behalf of the limited liability company.

My comm'n exp.: \(12 / 31 / 2023\)
Notary registration no.: \(/ 31081\)

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF \(\qquad\) , to wit:


The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by David D. Peete, Jr., Class B Manager of Peete Brothers Management, LLC, in its capacity as Manager of Columbia Manor, L.C., this \(21^{\prime \prime}\) day of \(\underline{J}_{\text {ANunn }}\) 2022, on behalf of the limited liability company.

My comm'n exp.: 12/31/2.23
Notary registration no.: 131081

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF \(\qquad\) , to wit:


The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Leslie S. Ariail, Member Manager of AGS Management, LLC, in its capacity as Manager of Columbia Manor, L.C., this \(21^{\prime}\) day of Jnounr)_, 202A, on behalf of the limited liability company.

My comm'n exp.: 12/31/2023
Notary registration no.: /3/081


Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC\#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia
\(\qquad\) , to wit:

The foregoing Deed of Easements and Deed of Temporary Construction Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Guy M. Gravett, Member Manager of AGS Management, LLC, in its capacity as Manager of Columbia Manor, L.C., this \(21^{\prime \prime}\) day of J Jnwuny _, 2022, on behalf of the limited liability company.

My comm'n exp.: \(\quad 12 / 31 / 2025\)
Notary registration no.: 131081

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF \(\qquad\) , to wit:


The foregoing Deed of Easements and Deed of Temporary Construction
Easements was acknowledged before me, a notary public in the jurisdiction aforesaid, by Benjamin M. Smith, Jr., Member Manager of AGS Management, LLC, in its capacity as Manager of Columbia Manor, L.C., on behalf of the limited liability company, and as Trustee of the BMS Jr. 2011 Trust, this \(\qquad\) day of Jouncy , 202ג.

My comm'n exp.: \(\quad 12 / 31 / 2022\)
Notary registration no.: \(\qquad\)


Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
Project No.: DS40
RPC\#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

\section*{GRANTOR (Lender):}

EMS JR. 2011 TRUST


STATE OF Virginin \(\qquad\) :
COUNTY OF : to-wit:
The foregoing instrument was acknowledged before me this \(2 J^{\prime \prime}\) day of Jnwunr) , 2022 by Benjamin M. Smith, Jr., Trustee of the BMS Jr. 2011 Trust, Lender.


Notary Public

My commission expires: \(12 / 31 / 2023\) Notary Registration Number: \(/ 31081\)


Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project") Project No.: DS40
RPC\#: 25-019-001
Address: 2121 Columbia Pike, Arlington, Virginia

\section*{GRANTOR (Trustee):}


STATE OF Virsinia COUNTY OF Srlingtor : to-wit:

The foregoing instrument was acknowledged before me this \(3^{r d}\) day of February, 2022, by David C. Canfield, Trustee.


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


\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this SHh day of Coral , 20z2, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on \(\qquad\)


COMMONWEALTH OF VIRGINIA COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by Timothy D. O fora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this Fth day of April _,2022

Notary Public:


My Commission expires: \(M\) by 31,2022


\section*{APPROVED AS TO FORM:}




\section*{DEED OF EASEMENT}

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

\section*{RECITALS}

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

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

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

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

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

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

WHEREAS, at a regular meeting on April 25, 2020, the County Board of Arlington County, Virginia approved an amendment to the Use Permit ("Amended Use Permit") to extend the term of the Use Permit, subject to all previously approved conditions, with
updates to several conditions to create consistency with current Columbia Pike Form Based Code standard language for conditions (collectively, the Use Permit and the Amended Use Permit hereinafter, "Use Permit"); and

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

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

\section*{PUBLIC SIDEWALK AND UTILITIES EASEMENTS}

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the County, its successors and assigns, easements for public sidewalk and utilities purposes (the "Public Sidewalk and Utilities Easements")
over, under, across and through the Property, in the locations and dimensions shown on the Plat and described as "Easement for Public Sidewalk and Utilities Purposes Hereby Granted Area: 3,284 SQ.FT.," "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 836 SQ. FT," "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 706 SQ. FT," and "Easement for Public Sidewalk and Utilities Purposes Hereby Granted Area: 585 SQ.FT.," for the purposes of construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation of present or future public sidewalks and utilities within the said areas of the Public Sidewalk and Utilities Easements. The aforesaid Public Sidewalk and Utilities Easements are subject to the following terms and conditions:
1. The County and its agents shall have full and free use of the Public Sidewalk and Utilities Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Public Sidewalk and Utilities Easements, including the right of access to and from the Public Sidewalk and Utilities Easements areas and the right to use the adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, reconstruction, maintenance, removal, repair, replacement, installation, location and relocation, and, further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land. The County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the areas of the Public Sidewalk and Utilities Easements; provided, however, that the County, at its own expense, shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the areas of the Public Sidewalk and Utilities Easements.
3. The Owner shall be responsible, at its sole cost and expense, to perform and pay for the continued care, cleaning and maintenance, including snow and ice removal, repair, replacement, installation and removal of the areas of the Public Sidewalk and Utilities Easements and all facilities and improvements installed therein.
4. The Owner shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the areas of the Public Sidewalk and Utilities Easements and the facilities therein by the developer, the County or the Owner.
5. Notwithstanding anything to the contrary contained in this Deed, a temporary fence and gates ("Temporary Improvements") may be constructed in the areas of the Public Sidewalk and Utilities Easements connecting the internal alley on the Property to the adjacent property (Barkley Condominiums, RPC \#32-001-PCB), until such time as the County deems it necessary to remove the Temporary Improvements in order to commence construction of the bicycle trail. The gates shall remain unlocked in order
to permit pedestrian ingress and egress through the areas of the Public Sidewalk and Utilities Easements.
6. The Owner reserves the right to use the Property in any manner that is not inconsistent with the rights hereiń conveyed or does not interfere with the use of the Public Sidewalk and Utilities Easements areas for the purposes named.
7. The Owner covenants that the Owner is seized of, and has the right to, convey the Public Sidewalk and Utilities Easements, and that Owner shall make no use of the areas of the Public Sidewalk and Utilities Easements that is inconsistent with the Public Use and Utilities Easements rights hereby granted.

\section*{TRANSIT STOP EASEMENTS}

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in addition to the Sidewalk and Utilities Easements granted above, the Owner does hereby create, grant and convey unto the County, its successors and assigns, easements for public transit stop purposes ("Transit Stop Easements") for the purposes of constructing, operating, maintaining, reconstructing, replacing, repairing, and removing of a public transitway stop and related facilities, including accessories and appurtenances thereto, for all forms of multimodal transportation, or any portion thereof, the locations and dimensions shown on the Plat and described as "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 836 SQ. FT" and "Easement for Public Sidewalk, Utilities, and Transit Stop Purposes Hereby Granted Area: 706 SQ. FT," on the Plat. The Transit Stop Easements are subject to the following terms and conditions:
1. All transit related structures and appurtenant facilities that are installed in the Transit Stop Easements shall be and remain the property of the County, its successors and assigns. No charge shall be made to the County for the use of the Property or for the Transit Stop Easements granted herein.
2. The County, its agents, contractors, successors and assigns, and the public-at-large, shall have full and free use of the Transit Stop Easements for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Transit Stop Easements, including the right of reasonable access to and from the Transit Stop Easements and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, operation, maintenance, reconstruction, replacement, repair, and removal within the areas of the Transit Stop Easements and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land outside the boundaries of the Transit Stop Easements. Notwithstanding anything to the contrary contained herein, the public-at-large use of the Transit Stop Easements shall be limited to public access for transit purposes.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Transit Stop Easements being conveyed, deemed by the County to interfere with the proper and efficient construction, operation, maintenance, reconstruction, replacement, repair, and removal within the areas of the Transit Stop Easements and maintenance of the Transit Stop Easements; provided, however, that the County at its own expense shall restore, as
nearly as possible, the Property to its original condition, immediately preceding the abovedescribed work, such restoration to include the backfilling of trenches, the replacement of shrubbery, but not the replacement of structures, trees or other obstructions, unless such structures, trees or other obstructions are located wholly outside of the Transit Stop Easements.
4. The Owner shall be responsible, at its sole cost and expense, for keeping the areas of the Transit Stop Easements free and clear of any trash and debris and for year-round cleaning including snow and ice removal.
5. The Owner shall indemnify and hold harmless the County Board, its elected and appointed officials, officers, employees, and agents from all liability, personal injury, death, claims, damages, losses, costs and expenses of whatsoever nature concerning or arising out of the design, construction, installation, care, cleaning, maintenance, repair, use, access, regulation, repair and removal of the areas of the Transit Stop Easements and the facilities therein by the developer, the County or the Owner.
6. The Owner reserves the right to make any use of the areas of the Transit Stop Easements in any manner that is not inconsistent with the Transit Stop Easements herein conveyed, and does not interfere with the use of the areas of the Transit Stop Easements by the County for the purposes named herein.
7. The Owner covenants that Owner is seized of and has the right to convey the Transit Stop Easements.

\section*{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.

\section*{FREE CONSENT}

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

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

The Recitals are hereby incorporated into this Deed.
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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


Leslie S. Ariail, Class B Manager
STATE OF Virpiuia
COUNTY OF Arsiupson
The foregoing instrument was acknowledged before me this 17 day of Jume 2020, by Edward C. Peete, Class A Manager of Peete Brothers Management, LLC, Class A Manager of 2338 COLUMBIA PIKE ASSOCIATES, LLC.


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


My Commission Expires: 10.31 .2022 Notary Registration \#: \(\qquad\)
state of Virpinia
COUNTY OF Arrington
The foregoing instrument was acknowledged before me this 18 day of Juve , 2020, by Leslie S. Ariail, Class B Manager of 2338 COLUMBIA PIKE ASSOCIATES, LLC.

FOUR MILE RUN ASSOCIATES, L.C., a Virginia liinnited liability company
\(B y\) :


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

By:


By :

\(B y\) :

> Edward C. Peete, MembeतManager
state of Virgiuia


COUNTY OF Arciugron
The foregoing instrument was acknowledged before me this \(17^{\text {th }}\) day of Iune , 2020, by Howard W. Smith, III, Group A Manager of FOUR MILE RUN ASSOCIATES, L.C.

STEPHAN PETKOV IVANOFF Notary Public
Commonwealth of Virginia Registration No. 7782609 My Commission Expires Oct 34, 2022
StepharifrauofA
Notary Public
My Commission Expires: \(\frac{10,31.2022}{7782609}\)
Notary Registration \#:
state of Vireivia
COUNTY OF ARLugTon
The foregoing instrument was acknowledged before me this 18 day of Yuve , 2020, by Leslie S. Ariail, Member Manager of AGPS (FMRA) Management, LLC, a Virginia limited liability company, as Group B Manager of FOUR MILE RUN ASSOCIATES, L.C.

5TEPHAN PETKOV IVANOFF fotary Public
Commonwealth of Virginia Registration No. 7782609
my Commission Expires Oct 31, 2022


My Commission Expires: 10.31 .2022 Notary Registration \#: \(\qquad\)

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


My Commission Expires: \(10,31,2022\) Notary Registration \#: 7782609

STATE OF Virpinia COUNTY OF Armingtom

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

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


My Commission Expires: 10.31 .2022 Notary Registration \#: 7782609

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


STATE OF Uirpinia
COUNTY OF Arciuprou
The foregoing instrument was acknowledged before me this 17 day of Juve , 2020, by BENJAMINM. SMITH, JR., TRUSTEE OF THE TESTAMENTARY TRUST OF BENJAMIN M. SMITH.


My Commission expires: \(10,31,2022\)
Notary Registration Number: 7782609

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

\section*{STATE OF Virginia \\ COUNTY OF Arlington}

The foregoing instrument was acknowledged before me this 18 day of Tune , 2020, by DAVID C. CANFIELD, TRUSTEE OF THE TESTAMENTARY

TRUST OF BENJAMIN M. SMITH.

My Commission expires: 10.31 .2022 Notary Registration Number: _ 7782609


The Easements herein conveyed are accepted this \(24 t / 4\) day of the ne 2020, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution of the Board on April 25, 2020.

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
\(B y\) :
Name:
Title:


COMMONWEALTH OF VIRGINIA: COUNTY OF ARLINGTON: to-wit

The foregoing instrument was acknowledged before me this \(24^{\text {th }}\) day of June, 2020, by Timothy \(0^{\circ}\) Hoes, , the Achif Real Estate Bureau Chef, on

My commission expires: \(01 / 31 / 2023\)
 Notary Registration No: 7502397




\section*{[ES:}

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

THESE PROPERTIES ARE SUBJECT TO ALL DEDICATIONS AND EASEMENTS BENEFITTING ARLINGTON COUNTY, VIRGINIA UNLESS OTHERWISE SHOWN HEREON.
these properties are subject to the control of use permit NUMBER U-3436-16-1 APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, ON JUNE 18, 2016, AND APPROVAL OF THIS PLAT NEITHER ENLARGES NOR REDUCES THE OBLIGATIONS IMPOSED BY this use permit, and any amendments, as they relate to these PROPERTIES. USE PERMIT \# U-3436-16-1 IS ON FILE IN THE OFFICE OF THE ZONING ADMINISTRATOR OF ARLINGTON COUNTY, VIRGINIA

THIS PLAT IS BASED ON THE BOUNDARY SURVEY BY WALTER L". PHILLIPS, INC. IN JANUARY, 2019.
the plat of the property shown hereon is referenced to the VIRGINIA COORDINATE SYSTEM OF 1983. THE SCALE FACTOR USED TO DERIVE THE REFERENCED COORDINATES is 0.99995758 . THE FOOT DEFINITION USED IN THE PERFORMANCE OF THIS SURVEY IS THE U.S. SURVEY FOOT.

\section*{TAL SERVICES}

\section*{2020}

ADMINISTRATOR


\title{
PREPARED BY, \\ AND WHEN RECORDED RETURN TO:
}

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


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

\section*{DEED OF EASEMENTS}

This DEED OF EASEMENT ("Deed") is made this 20thday of Jamsen, 2023 , by FILLMORE CENTER LLC, a limited liability company formed and existing under the laws of the Commonwealth of Virginia ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee" or "County").

\section*{WITNESS:}

WHEREAS, by virtue of an instrument recorded as Instrument No. 20170100000021 among the land records of Arlington County, Virginia ("Land Records"), the Grantor is the owner of certain real property, situate and located in Arlington County, Virginia, and particularly described in Attachment A (the "Property"); and

WHEREAS, on February 15, 2022, the County Board of Arlington County, Virginia approved U-3605-21-1 Use Permit, in accordance with the Columbia Pike Form Based Code Use, to allow the construction of 247 multi-family dwelling units and approximately \(51,000 \mathrm{SF}\) of ground floor commercial space, with modifications for finished floor elevation for the ground floor and siting specifications at the Property, to be known as The Elliott (the "Use Permit Project"); and

WHEREAS, Use Permit U-3605-21-1 (the "Use Permit") contains several conditions, including Condition 22, which requires, among other things, that: the Grantor convey to the County certain real property interests required by the Use Permit in fee simple, or by easement, depending upon the use thereof; all required plats, deeds of conveyance, deeds of dedication, and deeds of easement associated with the construction of any public street, public infrastructure, public utility, public facility or public improvement be submitted for review by the County Manager, prior to the issuance of the Footing to Grade Permit; all required deeds and plats be approved and recorded among the Land Records of the Circuit Court of Arlington County prior to issuance of the First Partial Certificate of Occupancy or any portion thereof; conveyances for public street or public right-of-way purposes or conveyances of parcels, or portions thereof, shall be in fee simple, free and clear of all liens and encumbrances; and public improvements, where

\footnotetext{
Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project \# DS40 (the "Project")
RPC: \(\quad 25016004,25016005,25016010\)
Address: 2599, 2601 Columbia Pike, Arlington, Virginia
}
not located within the public right-of-way, including, but not limited to, sidewalk, street trees, other streetscape planting, water mains, storm sewers, sanitary sewers, and other public utilities and facilities, be conveyed to the County by easement; and

WHEREAS, in addition to the aforesaid requirements, Condition 22 of the Use Permit requires the Grantor to convey to the County all property interests required for the construction of the County's Columbia Pike Multi-Modal Project (the "Project"); and

WHEREAS, in accord with Condition 22, and so that the County may install and maintain the improvements included in the Project, it is the desire of the Grantor to grant and convey unto the County: (1) a permanent easement for public sidewalk, utilities and drainage purposes of \(3,410 \mathrm{SQ}\). FT.; (2) permanent easements for public, sidewalk, utilities, and transit purposes of 394 SQ. FT. and 156 SQ. FT., respectively; and (3) temporary construction easements of 331 SQ. FT., 159 SQ. FT., 339 SQ. FT., and 171 SQ. FT., respectively, all as hereinafter set forth, described and shown on a plat entitled "Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Easements for Public Sidewalk, Utilities and Transit Purposes Temporary Construction Easements on Properties of I.S. Burka, Harry Burka, and William S. Banks D.B. 1444, PG. 376; D.B. 1607, PG. 113; D.B. 1607, PG. 116 Arlington County, Virginia" dated April 19, 2022, approved by the Arlington County Subdivision and Bonds Admínistrator on April 19, 2022 (the "Plat"), and attached hereto and made a part hereof.

\section*{EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES}

THIS DEED WITNESSETH, in consideration of the sum of Ten Dollars ( \(\$ 10.00\) ), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, and Drainage Purposes over, under, across, and through the Property, described as "Easement for Public Sidewalk, Utilities, and Drainage Purposes Area \(=3,410\) SQ. FT. " in the location and dimensions shown on the Plat (the "Sidewalk Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present and future public sidewalks, utilities, and drainage facilities and structures, including accessories and appurtenances thereto, within the area of said Sidewalk Easement, and for such other purposes as are incidental and related thereto. The aforesaid Sidewalk Easement is subject to the following terms and conditions:
1. This conveyance shall not obligate or require the County to maintain the sidewalk within the Sidewalk Easement area; such obligation shall be the responsibility of the Grantor.

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project \# DS40 (the "Project")
RPC: \(\quad 25016004,25016005,25016010\)
Address: 2599, 2601 Columbia Pike, Arlington, Virginia
2. The County and its agents shall have full and free use of the said Sidewalk Easement area for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Sidewalk Easement, including the right of access across the Property to and from the Sidewalk Easement area, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building or structure. The County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees, or obstructions.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Sidewalk Easement area; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the Sidewalk Easement area.
4. The Grantor reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed or does not interfere with the use of the Sidewalk Easement area for the purposes named.
5. The Grantor covenants that Grantor is seized of and has the right to convey the said Sidewalk Easement, and that Grantor shall make no use of the easement areas which is inconsistent with the easement rights hereby granted.

\section*{EASEMENTS FOR PUBLIC SIDEWALK, UTILTIES, AND TRANSIT PURPOSES}

THE DEED FURTHER WITNESSETH, in consideration of the sum of Ten Dollars ( \(\$ 10.00\) ), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the County, its successors and assigns, easements for public sidewalk, utilities, and transit purposes in the locations shown and designated on the Plat as: (1) "Easement for Public Sidewalk, Utilities, and Transit Purposes Area \(1=394\) SQ. FT.," and (2) "Easement for Public Sidewalk, Utilities, and Transit Purposes Area \(2=156\) SQ. FT.," over, under, across, and through the Property (collectively, the "Sidewalk and Transit Easements") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement, and relocation of present and future public sidewalk and utilities facilities, as well as transit facilities, including but not limited to: public sidewalk, curb, utilities facilities, a public bus shelter,
a public bus stop, a public transit stop, bicycle racks, bicycle sharing facilities, street furniture, trash receptacles and signage, and any related accessories and appurtenances thereto (transit facilities collectively, "Public Bus Shelter Improvements"), within the area of said Sidewalk and Transit Easements, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, locate, operate, maintain, improve, update, repair, reconstruct, or replace, and relocate the Public Bus Shelter Improvements, within the areas of the aforesaid Sidewalk and Utilities Easements. The aforesaid Sidewalk and Transit Easements are subject to the following terms and conditions:
1. This conveyance shall not obligate or require the County to maintain the sidewalk within the areas of the Sidewalk and Transit Easements; such obligation shall be the responsibility of the Grantor.
2. The County and its agents shall have full and free use of the areas of the said Sidewalk and Transit Easements for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Sidewalk and Transit Easements, including the right of access across the Property to and from the Sidewalk and Transit Easements, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation. The County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees, or obstructions.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the areas of the Sidewalk and Transit Easements; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the areas of the Sidewalk and Transit Easements.
4. The Grantor reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed or does not interfere with the use of the areas of the Sidewalk and Transit Easements for the purposes named.
5. The Grantor covenants that Grantor is seized of and has the right to convey the said Sidewalk and Transit Easements, and that Grantor shall make no use of the easement areas which is inconsistent with the easement rights hereby granted.
6. All Public Bus Shelter Improvements installed or constructed by the County shall be and shall remain the property of the County. No additional charge shall at any time be made to the County for the portion of the Property used or occupied by the County pursuant to this Deed of Easements. The County shall have all rights and privileges

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project \# DS40 (the "Project")
RPC: \(\quad 25016004,25016005,25016010\)
Address: 2599, 2601 Columbia Pike, Arlington, Virginia
reasonably necessary for the use of the Sidewalk and Transit Easements, including access thereto.

\section*{TEMPORARY CONSTRUCTION EASEMENTS}

THE DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, temporary construction easements, in the locations shown and designated on the Plat as: (1) "Temporary Construction Easements Area \(1=331\) SQ. FT."; (2) "Temporary Construction Easements Area \(2=159\) SQ. FT."; (3) "Temporary Construction Easements Area \(3=339\) SQ. FT."; and (4) "Temporary Construction Easements Area \(4=171\) SQ. FT." (collectively, the "Temporary Construction Easements"), over, under, across, and through the Property for use by the County for the surveying, installation, construction, construction staging, construction access, regrading, maintenance, location, addition, alteration, replacement, expansion, relocation, removal and repair of public streets, curb and gutter, sidewalks, retaining walls, public utilities and drainage facilities, including accessories and appurtenances thereto (collectively, "Facilities"), within the areas of the Temporary Construction Easements. The Temporary Construction Easements are subject to the following terms and conditions:
1. The County and its agents and assigns shall have full and free use of the Temporary Construction Easements for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary Construction Easements, including the right of reasonable access to and from the Temporary Construction Easements and the right to use adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during period of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easements or on such adjoining lands. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property. Further, the County shall repair or restore any damage to landscaping or improvements on the Property, including adjoining land.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the areas of the Temporary Construction Easements being conveyed, deemed by it to interfere with the proper and efficient construction of the Facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises and any

\footnotetext{
Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project \# DS40 (the "Project")
RPC: \(\quad 25016004,25016005,25016010\)
Address: 2599, 2601 Columbia Pike, Arlington, Virginia
}
adjoining land used by the County to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns.
3. The Temporary Construction Easements granted in this Deed shall not interfere with the limits of construction for the proposed building for the Use Permit Project above or below grade as long as Grantor is diligent in pursuing construction of the Use Permit Project per the terms of the Use Permit.
4. The Grantor reserves the right to make any use of the Temporary Construction Easements that is not inconsistent with the rights herein conveyed or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.
5. The Temporary Construction Easements conveyed by this document shall commence upon the date of acceptance of this Deed by the Grantee and shall automatically become null and void upon completion of the Project on the Property, either by the Grantor or the County, whichever is the earlier to occur, or on an earlier date if Grantor is so notified in writing by Grantee.
6. Grantor covenants that Grantor is seized of and has the right to convey the Temporary Construction Easements, and that Grantor shall make no use of the areas of the Temporary Construction Easements which is inconsistent with the Temporary Construction Easements and the associated rights hereby conveyed.

\section*{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.

\section*{FREE CONSENT}

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

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

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

Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project \# DS40 (the "Project")
RPC: \(\quad 25016004,25016005,25016010\)
Address: 2599, 2601 Columbia Pike, Arlington, Virginia

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

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

The Recitals are hereby incorporated into this Deed.
WITNESS the following signature(s):
[Signatures appear on the following page(s)]

\section*{GRANTOR:}

FILLMORE CENTER LLC, a limited liability company formed and existing under the laws of the Commonwealth of Virginia


Title: Mawger

State: Virgineia
County: Cody of Alexandria
The foregoing instrument was acknowledged before me on this \(\quad \frac{s}{f}\) day of Noveinbas, 2022, by faraid Mangold, who is the MQ+ayer of Fillmore Center LLC, a limited liability company formed and existing under the laws of the Commonwealth of Virginia, Grantor.

Notary Publit


My Commission expres: \(12 / 31 / 26\)
My Registration No.: 7987742

FILLMORE CENTER LLD,
a limited liability company formed and existing under the laws of the Commonwealth of Virginia


Title:


State: ViRginia,
County: ARlington
The foregoing instrument was acknowledged before me on this \(3 \Omega \rho\) day of November ,2022, by ShARON Burka, who is the MANAGER of Fillmore Center LLC, a limited liability company formed and existing under the laws of the Commonwealth of Virginia, Grantor.

Notary Public


Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project \# DS40 (the "Project")
RPC: \(25016004,25016005,25016010\)
Address: 2599, 2601 Columbia Pike, Arlington, Virginia

\section*{FILLMORE CENTER LLD,}
a limited liability company formed and existing under the laws of the Commonwealth of Virginia
By:


Title: MANAGER

State: Virginia
County: ARCing toN
The foregoing instrument was acknowledged before me on this 3 day of Fibmore Center LLC, a limited liability company formed and existing under the laws of the Commonwealth of Virginia, Granter.

Notary Public. Atehlen ir Sheriffs
My Commission expires: fan 31,2026
My Registration No.: _ 2529623
```

KATHLEENT. STANLEY
NOTARY PUBLIC
REG. \#7579773
COMMONWEALTH OF VIRGINIA
MYCOMAIISSION EXPIRES O1/312026

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\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this 20Th day of Jamen , 2023, on behalf of the County Board of Arlington County, Virginia, purshant to a resolution, motion, or action of the said Board duly adopted on October 15, 2022.


\section*{COMMONWEALTH OF VIRGINIA}

COUNTY OF ARLINGTON, to-wit:
The foregoing instrument was acknowledged before me by I ma othy D.O'AOrg , on behalf of THE CQUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \(20^{4}\) day of Jan vary, 2023



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PREPARED BY, AND WHEN RECORDED RETURN TO:

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

\section*{DEED OF EASEMENT AND SUBORDINATION}

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

\section*{WITNESSETH:}

THAT FOR AND IN CONSIDERATION OF the sum of Three Thousand Seven Hundred Three and \(00 / 100\) Dollars \((\$ 3,703.00)\) the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto Grantee a perpetual easement for public sidewalk, utilities and drainage purposes (the "Easement") over, under, upon and across ninety-seven (97) square feet of land (the "Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Part Lot 1, Gray's

15, 2020 by William G. Lippy, Jr., Land Surveyor, and approved on April 17, 2020 by the Acting Subdivision and Bonds Administrator of the Arlington County Department of Environmental Services (the "Plat"), said Easement Area being a portion of the same property acquired by Grantors by deed dated June 22, 2011, recorded in the Land Records of the Arlington County Circuit Court in Deed Book 4468 at Page 79, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

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

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

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

Grantors covenant Grantors shall make no use of the Easement Area which is inconsistent with the Easement and associated rights hereby conveyed.

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

Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road Project \# DS41 (the "Project")
RPC
Address: 1806 Columbia Pike, Arlington, Virginia
practicable to its original condition; (2) reseed (or resod, at the sole option of Grantee) all damaged grass areas adjacent to the Easement Area; (3) replace with new nursery stock, at the sole option of Grantee), all existing trees and shrubs on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, relocation, replacement and/or removal of the public facilities within or adjacent to the Easement Area; (4) guarantee any new nursery stock such as trees and shrubs for one year against damage from the date of planting; and (4) if damaged during construction, replace fence and gate to match in kind.

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

\section*{SUBORDINATION}

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

\section*{COVENANTS REAL}

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

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

\section*{FREE CONSENT}

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

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

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

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

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

WITNESS the following signature(s):
[Signatures appear on the following page(s)]

Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road Project \# DS4l (the "Project")
RPC: 33005012
Address: 1806 Columbia Pike, Arlington, Virginia

\section*{GRANTOR:}


State: MARYLANS
County: ANNE AR UNAEL
The foregoing instrument was acknowledged before me on this \(6 T H\) day of AUG4STI , 2020, by Brittany L. Williams, Grantor.


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

\section*{GRANTOR:}


State: MARYLAND
County: AnWe Aruvsel
The foregoing instrument was acknowledged before me on this \(5 T 4\) day of AUCOUST , 2020, by Tan Hao, Grantor.

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


SEAL

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

NOTEHOLDER:
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
By:


Name: Denise mclaurio
Title: \(\boldsymbol{A} \vee \boldsymbol{P}\)
state: M Mississippi
County: Lamar
The foregoing instrument was acknowledged before me on this \(\lambda 7^{t /}\) day of August, 2020, by Denise Mic Lauri who is AVA , on behalf of Mortgage Electronic Registration Systems, Inc., Noteholder.
Notary Public: \(\ddagger\) lulu A Hhesempert My Registration No.: 47941
[SEAL]


\section*{TRUSTEE: Professional Foreclosure Corporation of Virginia}


State: Virginia
County: _Prince William

The foregoing instrument was acknowledged before me on this \(\qquad\) day of September , 2020 by Angela Lockette , Trustee.

Notary Puflic: Ad suse Nostersus
My Commission expires: 07/31/2024
My Registration No.: 259746
[SEAL]


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

\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this With day of Hecender ,20 no, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on \(\qquad\) , 20 Zn.

By:


Name: Timothy D. O'itora
Title:


COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:
The foregoing instrument was acknowledged before me by Timothy O tors Actisy Real Estate Bureau, Chief behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 16 He day of December, 2020

Notary Public:
 th My Commission expires: \(6 / 30 / 2022\) My Registration No.: \(\qquad\)


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

\section*{EXHIBIT A}

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

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

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

For informational purposes: RPC 33005012

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


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

\section*{DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT}

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

\section*{WITNESS:}

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

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

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

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

> Beginning at a point in the southerly line of Columbia Pike, said point being South 77 degrees 53 ' West 4.38 feet from a corner common to Lots 1 and 2 of Gray's Subdivision; thence departing from said line of Columbia Pike and running through Lot 1 South 7 degrees 59' 20" East 94.62 feet to a point (said point being North 5 degrees \(30^{\prime}\) West 5.76 feet and South \(\mathbf{4 3}\) degrees 36 ' West \(\mathbf{. 3 1}\) feet from another corner common to Lots 1 and 2); thence continuing through said Lot 1 on the following courses and distances; South 43 degrees 38 ' West 4.84 feet to a point; thence running South 84 degrees \(27^{\prime} 30^{\prime \prime}\) West 56.33 feet to a point in the westerly line of Lot 1 (said point being North 5 degrees 30 ' West 9.50 feet from a corner common to lots 1 and 7); thence running with a portion of said westerly line of Lot 1 North 5 degrees \(30^{\prime}\) West 91.10 feet to a point in the aforementioned southerly line of Columbia Pike (said point being the northwesterly corner of Lot 1); thence running with said line of Columbia Pike North 77 degrees 53 ' East 56.36 feet to the point of beginning and containing 5.482 square feet, more or less" (the "Property").

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

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

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

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

The Temporary Easement conveyed by this document shall commence upon the date of acceptance of this Deed by Grantee and shall expire upon the completion of the Project, or on an earlier date if Grantors are so notified in writing by Grantee.

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

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

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

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

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

WITNESS the following signature(s):
[Signatures appear on the following page(s)]

\section*{GRANTOR:}


STATE: MLARYLANA
COUNTY: ANNE ARUNDEL:
The foregoing instrument was acknowledged before me on this \(\angle T H\) day of Alfaust


TAN HAO

STATE: MARYLANS
COUNTY: AMW ARUNDEN:
The foregoing instrument was acknowledged before me on this STMday of Aucives \(20 z 0\) by Tan Hao, Grantor.

Notary Public:


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

\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

ACCEPTED this \(18^{\text {th }}\) day of December, 2020, on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section \(15.2-726\) B.


\section*{COMMONWEALTH OF VIRGINIA}

COUNTY OF ARLINGTON, to-wit:
Round The foregoing instrument was acknowledged before me by Mark J. Schwartz Dunt danaser, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this 18 th day of December, 2020

Notary Public:


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


\title{
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

\section*{DEED OF EASEMENT}

This DEED OF EASEMENT ("Deed") is made this 29 the september 20 21, by THE LANCASTER UNIT OWNERS ASSOCIATION ("Granter"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee").

\section*{WITNESS:}

THAT FOR AND IN CONSIDERATION OF the sum of Nine Thousand Dollars ( \(\$ 9,000.00\) ), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee a perpetual easement for public sidewalk, utilities and drainage purposes (the "Easement") over, under, upon and across two hundred eight-five (285) square feet of the land situated in Arlington County, Virginia, at the locations (the "Easement Areas") and shown on the plat entitled "Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Easement for Public and Private Utilities Purposes and Temporary Construction Easement on Parcel D Scott Terrace, D.B. 1363, PG. 556, Arlington County, Virginia", dated September 21, 2021, by Joshua M. Brock, Land Surveyor, which plat was approved by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services on September 21, 2021 (the "Plat"), attached hereto and made a part hereof, said Easement Area being a portion of the property more particularly described therein as:

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

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

\section*{1}

\section*{Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -}

Project \# DS41 (the "Project")
RFC: 32001715
Address: 1830 Columbia Pike, Arlington, Virginia

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

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

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

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

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

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

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

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

WITNESS the following signature(s):

\section*{GRANTOR:}

\section*{THE LANCASTER UNIT OWNERS ASSOCIATION}

By:
THE BOARD OF DIRECTORS OF THE LANCASTER UNIT OWNERS ASSOCIATION
\(\qquad\)
Name \(\qquad\)
Title

State: Virginia
county: Gt, of Alexandria
\(S T^{T h e}\) foregoing instrument was acknowledged before me on this \(29^{\text {th }}\) day of September , 2021, by Louise Drucker, who is President of Board of Directors of The Lancaster Unit Owners Association, on behalf of the Lancaster Unit Owners Association, Granter.

Notary Public:


My Commission expires: \(8-31-2025\)
My Registration No.:
 SEAL


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

\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this \(27^{\text {th }}\) day of October, 2021 , on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on \(\qquad\)
\(\qquad\) , 2021.
Name:

\(\qquad\)

Title:
UriArkin
Real Estate Bureau Chief

\section*{COMMONWEALTH OF VIRGINIA} COUNTY OF ARLINGTON, to-wit:

Uni Ark foregoing instrument was acknowledged before me by \(\overline{\text { on behalf of }}\) THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \(27^{\text {th }}\) day of October \(\qquad\) , 2021.

Notary Public: \(\qquad\)
My Commission expires:
My Registration No.: 236929

\section*{APPROVED AS TO FORM:}

\section*{Acting CDUNTY ATTORN Y \\  \\ }


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

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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


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

\section*{DEED OF TEMPORARY EASEMENT \\ AND CONSTRUCTION AGREEMENT}

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this \(29^{\text {th }}\) day of September, 20 \(1 /\), by THE LANCASTER UNIT OWNERS ASSOCIATION ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee").

\section*{WITNESS:}

THAT FOR AND IN CONSIDERATION OF the sum of Twelve Thousand Five Hundred Dollars ( \(\$ 12,500.00\) ), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee a temporary easement for the use, as described herein (the "Temporary Easement"), of a portion of the property, more specifically described as an area of real estate containing approximately seven hundred eighty-eight (788) square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "Easement for Public Sidewalk, Utilities, and Drainage Purposes and Easement for Public and Private Utilities Purposes and Temporary Construction Easement on Parcel D Scott Terrace, D.B. 1363, PG. 556, Arlington County, Virginia", dated September 21, 2021, by Joshua M. Brock, Land Surveyor, which plat was approved by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services on September 21, 2021 (the "Plat"), said Temporary Easement Area being a portion of the property more particularly described as:

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

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

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

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

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

Grantor covenants that the property is part of the general common elements of the Lancaster Condominium and that Grantor has the right to convey the Temporary Easement, and that Grantor shall make no use of the Temporary Easement Area which is inconsistent with the Temporary Easement and the associated rights hereby conveyed.

The Temporary Easement conveyed by this document shall commence upon the date (the "Commencement Date") specified in a written notice delivered by Grantee to Grantor at the Property address at least ten (10) days prior to the commencement of any work on the Property, and shall expire upon the earlier to occur of (i) one year after the Commencement Date, or (ii) completion of construction work on the Property.

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

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

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

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

WITNESS the following signature(s):

RPC: 32001715
Address: 1830 Columbia Pike, Arlington, VA

\section*{GRANTOR:}

THE LANCASTER UNIT OWNERS ASSOCIATION

\section*{By: \\ THE BOARD OF DIRECTORS OF \\ THE LANCASTER UNIT OWNERS ASSOCIATION}

By Luce Fuchs
Name Lovisé Drucler
Title \(\qquad\)

State: Virgin ila
County: Catty of Alex andria


Notary Public: \(\gamma 88 / \mathrm{Cos}\) hundele
My Commission expires: \(\frac{8-31,2025}{236929}\)
SEAL


\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this \(27^{\text {th }}\) day of OctobeR \(\qquad\) , 202 , on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on October 16


\section*{COMMONWEALTH OF VIRGINIA}

COUNTY OF ARLINGTON, to-wit:
The foregoing instrument was acknowledged before me by Mri Arkin THE COINTY BOARD, who is Real Estate Bureau Chief on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \(27^{\text {th }}\) day of October, 2021.

Notary Public: 88 )(lun/um-d.Cy
My Commission expires: \(8.31-2025\) My Registration No.: - 236929


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


\section*{Temporary place holder for oversized plat page(s)}
1plat

PREPARED BY, AND WHEN RECORDED RETURN TO:

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


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

\section*{DEED OF UTILITIES EASEMENTS}

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

\section*{RECITALS:}

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

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

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

\footnotetext{
Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road -
Project \# DS41 (the "Project")
RPC\#: \(\quad 32001715\)
Address: 1830 Columbia Pike, Arlington, Virginia
}
the common elements, including the right, in the name of the unit owners' association, to (i) grant easements through the common elements and accept easements benefiting all or any portion of the condominium;

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

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

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

\section*{EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES PURPOSES}

NOW, THEREFORE, in consideration of the sum of Seventeen Thousand Three Hundred Dollars ( \(\$ 17,300.00\) ) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to each of the Grantees, their successors and assigns, in the area of the Right-of-Way, the perpetual right, privilege and non-exclusive easements as more particularly described herein (collectively, the "Easements") each of which shall be subject to the terms and conditions of this Deed. The scope of the Easements as to each of the Grantees shall be as follows, and shall allow each Grantee to install the following facilities (collectively, the "Utility Facilities"):
a. For County. County shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove one or more of the following: (i) water systems for transmitting and distributing water, consisting of various size pipes, mains, service pipes, valves, manholes, water meters, vaults and appurtenances and related facilities; (ii) sanitary sewer systems for the collection and transmission of sewage, consisting of various size sewer pipes and lines, service pipes, manholes, valve boxes and appurtenances and related facilities; (iii) storm sewer systems for the collection and transmission of storm water run-off and drainage, consisting of various size sewer pipes, inlets, manholes, vaults and appurtenances and related facilities; and (iv) fiber optic and/or telecommunication systems, including lines, traffic signaling equipment and appurtenances and related facilities.
b. For Dominion. Dominion shall have the right, within the Right-of-Way, to construct, install, reconstruct, operate, maintain, alter, and remove one or more above ground or underground lines for the purpose of transmitting and distributing electricity and internal communications related thereto including in each instance, including but not limited to all wires, cables, conduits, poles, duct banks, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, and all equipment, accessories, and appurtenances desirable in connection therewith.

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

The Easements and the Utility Facilities installed therein or thereon are subject to the following terms and conditions:
1. Each of the Utility Facilities installed in the Easement areas shall be and shall remain the property of the Grantee who installed such part of the Utility Facilities or for whose benefit the Utility Facilities were installed. The County will install the initial duct banks in which Dominion will install its Utility Facilities. Upon the completion of the initial installation of the Utility Facilities, Dominion will accept ownership and maintenance responsibilities for the duct banks, or portions thereof, in which its Utility Facilities have been installed. No charges, other than any compensation paid by the County as consideration for these Easements, shall be made to any Grantee for the use of the Property for the Easements granted herein.
2. The Grantees shall have the right to install, construct, locate, operate, maintain, inspect, survey, improve, repair, reconstruct, relocate, alter, expand, replace or remove their respective Utility Facilities, or any part thereof, within the Right-ofWay, and may make such installations, repairs, changes, alterations, substitutions, additions in and to, relocations or extensions of the Utility Facilities as each deems advisable with respect to its Utility Facilities, without the prior consent of the Grantor, provided that each Grantee shall repair damage to the adjoining land and shall make reasonable repairs or replacements to improvements on adjoining land damaged by such Grantee's activities pursuant to this section
3. The Grantees shall have full and free use of the Right-of-Way for the purposes named and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the Easements, including the right of reasonable access to and from the Right-of-Way, and the right to use adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during periods of actual installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and removal, and further, this right 4

Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road Project \# DS41 (the "Project")
RPC\#: 32001715
Address: 1830 Columbia Pike, Arlington, Virginia
shall not be construed to allow the Grantees to erect any building or structure of a permanent nature or store materials on such adjoining land outside the boundaries of the Right-of-Way. Each Grantee shall repair damage to the adjoining land and shall make reasonable repairs or replacements to improvements on adjoining land damaged by such Grantee's activities pursuant to this section.
4. Each Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Right-of-Way, deemed by such Grantee to interfere with the proper and efficient installation, construction, location, operation, maintenance, inspection, survey, improvement, repair, reconstruction, relocation, alteration, replacement, expansion and/or removal of such Grantee's Utility Facilities located in the Right-of-Way; provided, however, that each Grantee, at its own expense, shall restore, as nearly as possible, the Property to its original condition, immediately preceding each such Grantee's performance of any of the above-described work, such restoration to include the backfilling of trenches, the replacement of shrubbery that is not interfering with the Easements, re-seeding, and/or re-sodding.
5. The Grantees shall have the absolute right to assign, grant secondary easements in, or permit usage of the Easements, or portions thereof, for public and/or private utilities, said assignment and usage to be only for the purposes set forth herein and subject to the limitations set forth herein.
6. The Grantor reserves the right to make any use of the Right-of-Way for any reasonable purpose, in any manner, that is not inconsistent with the easement rights herein conveyed, and does not interfere with the use of the Right-of-Way by the Grantees for the purposes named herein provided, however, under no circumstance shall the Grantor have the right to construct any building, structure, or other aboveground obstruction or to change the existing ground elevation, or to impound any water, on the Right-of-Way.
7. The Grantor covenants that the Grantor is authorized by the condominium instruments of the Lancaster Condominium to convey the Easements, rights and privileges herein conveyed to the Grantees and that the Grantees shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easements, and that the Grantor shall make no use of the Easements that are inconsistent with the easement rights hereby granted.
8. The Grantor covenants and agrees that the considerations aforementioned shall be in lieu of any and all claims to compensation and damages, if any, by reason of the location, construction, operation, and maintenance of the Utility Facilities described herein.
9. The Grantor agrees to execute any documents reasonably necessary to effectuate the rights and permissions granted by this Deed.

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

\section*{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.

\section*{FREE CONSENT}

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

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

The Recitals are hereby incorporated into this Deed.
WITNESS the following signatures and seals:
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

\section*{GRANTOR:}

\section*{THE LANCASTER UNIT OWNERS ASSOCIATION}


State: Virginia
comity: City of Alexandilo
The foregoing instrument was acknowledged before me on this \(29^{\text {th }}\) day of September ,2021, by LDU/Se DruckeR, who is President of Board of Directors of The Lancaster Unit Owners Association, on behalf of the Lancaster Unit Owners Association, Grantor.


\section*{GRANTEE: \\ COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA:}

The easements herein conveyed are accepted this \(27^{\text {th }}\) day of Octuber, 2021 on behalf of the County Board of Arlington County, Virginia, pursuant to a Motion of the said Board adopted on OCtober 16, 2021 _.


COMMONWEALTH OF VIRGINIA:
COUNTY OF ARLINGTON: to-wit:
The foregoing instrument was acknowledged pefore me this \(27^{\text {th }}\) day of
October ,2021, by Uri Arkin , who is
Real Estate Bureau Chief , on behalf of the County Board of Arlington County, Virginia.
Notary Public: 58 Chothundele
My Commission expires: \(8-31-2025\)
My Registration No.: 236929
[SEAL]

APPROVED AS TO FORM:


9

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

\section*{GRANTEE:}

\section*{VIRGINIA ELECTRIC AND POWER COMPANY}

By:


Shaun Reilly, Authorized Representative of
Virginia Electric and Power Company
State: VIRGINIA
Comity: RICHMDND
The foregoing instrument was acknowledged before me on this 28 day of TVTHORTIEG REPRESENTATIVE, on behalf of Virginia Electric and Power Company.

Notary Public:


My Commission expires: My Registration No.: _7859752
[SEAL]



PREPARED BY, AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief


2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

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

\section*{DEED OF EASEMENTS}

This DEED OF EASEMENTS ("Deed") is made this 12 day of Deemerez 0 2 , by COLUMBIA CROSSING I, LLC, a Delaware limited liability company and COLUMBIA CROSSING II, LLC, a Delaware limited liability company ("Granters"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee" or "County").

\section*{RECITALS:}

R-1. WHEREAS, by virtue of an instrument recorded as Instrument No. 20210100040761 among the land records of Arlington County, Virginia ("Land Records"), the Grantors are the owners of certain real property, situate and located in Arlington County, Virginia, known as Columbia Crossing Apartments and more particularly described in Attachment A (the "Property").

R-2. WHEREAS, it is the desire of the Grantors to grant and convey unto the County (1) a permanent easement for public sidewalk, utilities and drainage purposes of 1,651 SQ. FT.; and (2) temporary construction easements of 453 SQ. FT., 61 SQ. FT., 2,929 SQ. FT., and 370 SQ. FT., all as hereinafter set forth, described and shown on a plat entitled "Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Temporary Construction Easements on Part of Columbia Crossing A Condominium D.B. 2438, PG. 1061 Being Lot 1 and Parts of Lot 2 Frank A. Coe and William W. Miles Property D.B. 275, PG. 58 Parts of Robert Allen's Division D.B. 161, PG. 214 Part of Lot 2 The Guy Henry Tract D.B. N-4, PG. 308 Arlington County, Virginia" dated April 19, 2022, approved by the Arlington County Subdivision and Bonds Administrator on April 19, 2022 (the "Plat"), and attached hereto and made a part hereof.

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

\section*{EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES}

THIS DEED WITNESSETH, in consideration of the sum of Fifty-Nine Thousand Nine Hundred Dollars \((\$ 59,900)\), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant, and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, and Drainage Purposes (the "Sidewalk Easement") over, under, across, and through the Property, described as "Easement for Public Sidewalk, Utilities, and Drainage Purposes Area \(=1,651\) SQ. FT. " in the location and dimensions shown on the Plat (the "Sidewalk Easement Area") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present and future public sidewalks, public and private utilities, and drainage facilities and structures, including accessories and appurtenances thereto, within the area of said Sidewalk Easement, and for such other purposes as are incidental and related thereto. The aforesaid Sidewalk Easement is subject to the following terms and conditions:
1. The County and its agents shall have full and free use of the said Sidewalk Easement Area for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Sidewalk Easement, including the right of access only across the Property to and from the Sidewalk Easement Area, this right shall not be construed to allow the County to erect any building or structure. During the period of time that work is being performed, the County will maintain vehicular and pedestrian ingress and egress to and from the property. While the driveway is under construction, it will remain halfway open, allowing one vehicle to enter or exit at a time. The County at its own expense shall restore, as nearly as practicable, the Property to its original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees, or obstructions within the Sidewalk Easement.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Sidewalk Easement Area; provided, however, that the County at its own expense shall restore, as nearly as practicable, the Property to its original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the Sidewalk Easement Area.
3. The Grantors reserve the right to use the Property in any manner that is not inconsistent with the rights herein conveyed or does not interfere with the use of the Sidewalk Easement Area for the purposes named.
4. The Grantors covenant that Grantors are seized of and have the right to convey the said Sidewalk Easement, and that Grantors shall make no use of the easement areas which is inconsistent with the easement rights hereby granted.

RPCs: \(\quad 25021033,25021034,25021035,25021037,25021039,25021038\), and 25021045
Address: 1941, 1957 Columbia Pike, Arlington, Virginia

\section*{TEMPORARY CONSTRUCTION EASEMENTS}

THE DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the Grantee, its successors and assigns, temporary construction easements (collectively, the "Temporary Construction Easements"), in the locations shown and designated on the Plat as:(1) "Temporary Construction Easements Area \(1=453\) SQ. FT."; (2) "Temporary Construction Easements Area \(2=61\) SQ. FT."; (3) "Temporary Construction Easements Area \(3=\) 2,929 SQ. FT."; and (4) "Temporary Construction Easements Area \(4=370\) SQ. FT." (collectively, the "Temporary Construction Easements Areas"), over, under, across, and through the Property for use by the County for the regrading and tying back to existing grading within the areas of the Temporary Construction Easements.

The Temporary Construction Easements are subject to the following terms and conditions:
1. The County and its agents and assigns shall have full and free use of the Temporary Construction Easements for the purposes named and shall have the right of reasonable access to and from the Temporary Construction Easements Areas and the right to use adjoining land where necessary for access only; provided, however, that this right to use adjoining land shall be exercised only during periods of actual grading work, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easements Areas or on such adjoining lands. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property or the use of the Property.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easement Areas being conveyed, deemed by it to interfere with the proper and efficient performance of grading work; provided however, that the County at its own expense shall restore, as nearly as possible, the Property to its original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns.
3. The Grantors reserve the right to make any use of the Temporary Construction Easements that is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Temporary Construction Easements by the County for the purposes named herein.
4. The term of the Temporary Construction Easements conveyed by this Deed shall commence upon a date specified by Grantee (the "Commencement Date") in a written notice provided by Grantee to Grantors at least seven (7) calendar days prior to the date upon which work will commence on the Property, and shall expire upon the earlier to occur of: (i) the completion of the Project; (ii) an earlier date, if the Grantors are so notified in writing by the Grantee; or (iii) on the date that is thirty (30) months after the Commencement Date.

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

\section*{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.

\section*{FREE CONSENT}

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

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

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

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

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

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

The Recitals are hereby incorporated into this Deed.
WITNESS the following signature(s):
[Signatures appear on the following page(s)]

\footnotetext{
4
Project: Columbia Pike Multi Modal Segment C- South Quinn Street to South Courthouse Road - Project \# DS41 (the "Project")
RPCs: \(\quad 25021033,25021034,25021035,25021037,25021039,25021038\), and 25021045
Address: 1941, 1957 Columbia Pike, Arlington, Virginia
}

\section*{GRANTOR:}

COLUMBIA CROSSING I, LDC,
a Delaware limited liability company

title: \(\frac{\text { Oiler T1 Carr st. }}{\text { Managing Member }}\)

\section*{Distance: of Columbia \\ Cory \\ }

The foregoing instrument was acknowledged before me on this 27 day of duly 2022 by Oliver T. Carr JV, who is the Managing Memberof Columbia Crossing I, LLC, a Delaware limited liability company, Grantor. \()\)


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

\section*{GRANTOR:}

COLUMBIA CROSSING II, LLC, a Delaware limited liability contpyy


Title:


\section*{Distract of Coluniba} city Washington
The foregoing instrument was acknowledged before me on this \(27^{\text {th }}\) day of \(J u l y\) 2022, by OlMec. Caw Jr., who is the Navajing of Columbia Crossing II, LLC, a Delaware limited liability company, Granter. Member


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

\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this \(12^{\text {th }}\) day of December ,2022, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on November 12,2022.
Name: \(\qquad\)

Title: \(\qquad\)

\section*{COMMONWEALTH OF VIRGINIA COUNTY OF ARLINGTON, to-wit:}

The foregoing instrument was acknowledged before me by \(U_{r}\). Arlin \(\qquad\) , on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \(12^{\text {th }}\) day of December \(\qquad\) , 2022

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


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

\section*{Consent and Subordination of Lender}

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

\section*{LENDER:}


STATE/COMMONWEALTH OF \(\qquad\) CITY/COUNTY OF

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Notary Public: \(\qquad\)
My Commission expires: \(\qquad\)
My Registration No.: \(\qquad\) [NOTARIAL SEAL]

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

\section*{CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT}

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

\section*{\(\left.\begin{array}{l}\text { State of California } \\ \text { County of Los Angeles }\end{array}\right\}\)}

On \(\frac{\text { Tule 26, } 2022}{\text { Date }}\) before me, \(\frac{\text { MAGGIE MURADIAN, Notary Public }}{\text { Here Insert Name and Title of the Officer }}\) personally appeared DAVID THOMPSON Name(s) of Signer(s)
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed tothe within instrument and acknowledged to me that he/she/they executed the samein his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY underthe laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature


\section*{TRUSTEE:}

LAWYERS TITLE REALTY SERVICES, INC., a Virginia corporation
By: Gash Cosluch Wets
Name: 84 RAt ELKERT WEBB
Title: \(\qquad\) sensor vice pres font

\section*{\(D\) STRICT OF COLUMBIA \\ STATE/COMMONWEALTH OF \\ CITY COUNTY OF}

I HEREBY CERTIFY that on this \(\partial 8^{8^{t h}}\) day of July , 2022, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Sarah Eckert webbknown to be (or satisfactorily proven) to be the Sefilor Vice President of Lawyers Title Realty Services, Inc., and that such person, in such capacity and being authorized to do so, executed the foregoing instrument on behalf of the foregoing entities and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Notary Public:
 My Commission expires:

My Registration No.: \(\qquad\) [NOTARIAL SEAL]


\section*{Attachment A}

\section*{LEGAL DESCRIPTION}

RPC No. 25-021-033
PARCEL 1: Beginning at the Northwest corner of land which by deed dated October 27, 1920 and recorded in Deed Book 172 at page 135, of the land records of Arlington County, Virginia, was conveyed by Marie Allen to Thomas A. Matthews, thence with the North line of said conveyance N. \(85^{\circ} 37^{\prime}\) E. 98.96 ft . to the Northeast corner of said conveyance; thence with one of the East lines of said conveyance S. \(4^{\circ} 23^{\prime}\) E. 211.27 ft . to a point; thence following a line through the property \(\mathrm{S} .85^{\circ} 37^{\prime} \mathrm{W} .98 .96 \mathrm{ft}\). to a point in the West line of the property; thence with a part of the West line of said conveyance N. \(4^{\circ} 23^{\prime} \mathrm{W} .211 .27 \mathrm{ft}\). to the point of beginning, containing 0.4822 part of an acre, more or less.

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

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

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

RPC No. 25-021-034
Beginning at a point in the northerly line of Columbia Pike, said point being the southeasterly corner of a ten foot right of way to the Reinsch property, thence departing from said northerly line of Columbia Pike and running with the easterly line of said right of way N. \(06^{\circ} 23^{\prime} 07 \mathrm{~W}\). 239.34 feet to a point in the southerly line of said Reinsch property; thence running with said southerly line of the Reinsch property N. \(83^{\circ} 36^{\prime} 53^{\prime \prime}\) E. 88.96 feet to a point in the westerly line of Lot 3, Guy Henry Tract, said point being the southeasterly corner of said Reinsch property; thence running with a portion of said westerly line of Lot 3, Guy Henry Tract S. \(6^{\circ} 23\) ' 07 E . 3.66 feet to a corner common to Lots 2 and 3, Guy Henry Tract; thence running with the line common to said Lots 2 and 3 N. \(75^{\circ} 10^{\prime} 50^{\prime \prime}\) E. 40.00 feet to the northwesterly corner of another tract owned by Reinsch; thence departing from said line common to said Lots 2 and 3 and running through said Lot 2 with the westerly line of said Reinsch property S. \(06^{\circ} 39^{\prime} 07^{\prime \prime} \mathrm{E}\). 222.37 feet to a point in the aforementioned northerly line of Columbia Pike; thence running with said northerly line of Columbia Pike S. \(75^{\circ} 12^{\prime} 11^{\prime \prime}\) W. 130.99 feet to the point of beginning. Containing 0.680102 of an acre of land, more or less.

RPC No. 25-021-035
Beginning at a stake in the North line of Columbia Pike, and at the Southeast corner of the property of Robert Allen; thence with the North line of said Pike, North \(77^{\circ} 20^{\prime}\) West 124 feet to an intersection of two fence lines; thence following along a fence and departing from said Pike, North \(4^{\circ} 39^{\prime}\) West 222.3 feet to a stake in the North line of said Allen's property; thence with said North property line, North \(77^{\circ} 20^{\prime}\) East 125.14 feet to a stake; thence with the East line of said Allen's property, South \(4^{\circ} 23^{\prime}\) East 222.38 feet to the beginning, containing 0.6294 acres, more or less.

RPC No. 25-021-037
Beginning at a point in the northerly line of Columbia Pike, said point being the southeasterly corner of the Roberts property, thence departing from said line of Columbia Pike and running with the easterly line of said Roberts property N. \(11^{\circ} 29^{\prime} 22^{\prime \prime}\) W. 198.56 feet to a point; thence continuing with said easterly line N. \(07^{\circ} 43^{\prime} 07^{\prime \prime}\) W. 295.15 feet to a point in the southerly line of the United States Government property, said point being the northeasterly corner of the Roberts property; thence running with said southerly line of the United States Government property N. \(76^{\circ} 44^{\prime} 00^{\prime \prime}\) E. 242.98 feet to a point in the westerly line of Lot 4, Guy Henry Tract; thence running with a portion of said westerly line of Lot 4, Guy Henry Tract S. \(06^{\circ} 23 \prime 07^{\prime \prime}\) E. 52.45 feet to the northeasterly corner of the Reinsch property; thence departing from said westerly line of Lot 4, Guy Henry Tract and running with the northerly line of said Reinsch property S. \(83^{\circ}\) \(36^{\prime} 53^{\prime \prime}\) W. 98.96 feet to the northwesterly corner of said Reinsch property; thence running with the westerly line of said Reinsch property S. \(06^{\circ} 23^{\prime} 07^{\prime \prime}\) E. 452.09 feet to a point in the aforementioned northerly line of Columbia Pike; thence running with said northerly line of Columbia Pike S. \(75^{\circ} 12^{\prime} 11 \mathrm{~W} .119 .01\) feet to the point of beginning, containing 1.59754 acres of land, more or less.

RPC Nos. 25-021-038 \& 25-021-045
Beginning at a pipe in the North line of Columbia Pike, said pipe marking a corner common to the property of the late Frank A. Coe and the old Reed property; thence running with the line common to said Reed and Coe, N. \(10^{\circ} 22^{\prime}\) W. 160.00 feet to a point marking the Southwest corner to that certain parcel of land conveyed by the said Frank A. Coe and wife to Donald Harry Robberts and wife by deed recorded in Deed Book 1372 at page 449 among the land records of Arlington County, Virginia; thence running with the Southerly line of said parcel conveyed by the aforesaid deed recorded in Deed Book 1372 at page 449, and the same line continued with the Southerly line of those two other parcels conveyed by the said Frank A. Coe and wife to the said Donald Harry Robberts and wife by deeds recorded in Deed Book 335 at page 416, and, in Deed Book 750 at page 347, respectively, among the land records of said County, N. \(77^{\circ} 21^{6} \mathrm{E}\). 100, feet to the Southeasterly corner of the aforesaid conveyance recorded in Deed Book 750 at page 347 of said land records; thence running with the Easterly line of said last mentioned conveyance as follows: N. \(10^{\circ} 22^{\prime}\) W. 37.17 feet to a point; N. \(4^{\circ} 46^{\prime}\) W. 112.0 feet to a point,
and \(\mathrm{N} .77^{\circ} 21^{\text {' }} \mathrm{E} .43 .88\) feet to a point in the line common to Coe and Miles as established by deed of partition recorded in Deed Book 275 at page 58 among the said land records; thence with said common line as follows: S. \(5^{\circ} 41^{\prime}\) E. 110.97 feet to a point; and S. \(9^{\circ} 27^{\prime} 15^{\prime}\) E. 198.06 feet to a pipe in the North line of the Columbia Pike; thence, with the North line of Columbia Pike, S. \(77^{\circ} 21^{\prime}\) W. 82.47 feet to the Southeasterly corner of that certain 7,500 square foot parcel conveyed to William T. Coe by deed recorded in Deed Book 278 at page 1 among the land records of said County; thence running with the perimeter boundary of said 7,500 square foot parcel as follows: N. \(10^{\circ} 22^{\prime} \mathrm{W} .150\) feet to a point; \(\mathrm{S} .77^{\circ} 21^{\prime} \mathrm{W} .50\) feet to a point; and \(\mathrm{S} .10^{\circ}\) \(22^{\prime}\) E. 150 feet to a point in the North line of Columbia Pike; thence with said Northerly line of Columbia Pike, 5.770 \(21^{\prime}\) ' W. 10.0 feet to the point and place of beginning, and containing approximately 22,000 square feet of land, more or less.

RPC No. 25-021-039
Beginning at a point in the North line of Columbia Pike, said point being N. \(77^{\circ} 21^{\prime}\) E. 10 feet distant from a pipe in the North line of said Pike marking a corner common to Frank A. Coe and the old Reed property; thence departing from said Pike and running parallel with the line common to Reed and Coe and 10 feet distant therefrom, N. \(10^{\circ} 22^{\prime} \mathrm{W} .150\) feet to a point; thence N. \(77^{\circ} 21^{\prime}\) E. 50 feet to a point; thence S. \(10^{\circ} 22^{\prime}\) E. and parallel with the first mentioned line, 150 feet to a point on the North line of said Columbia Pike; thence with the North line of said Pike, S. \(77^{\circ} 21^{\prime} \mathrm{W} .50\) feet to the point of beginning, containing 7500 square feet of land, more or less.



PREPARED BY, AND WHEN RECORDED RETURN TO:

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

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

\section*{DEED OF EASEMENT AND SUBORDINATION}

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

\section*{WITNESS:}

THAT FOR AND IN CONSIDERATION OF the sum of TWENTY-SEVEN THOUSAND ONE HUNDRED DOLLARS (\$27,100.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee a perpetual easement for public sidewalk, utilities and drainage purposes (the "Easement") over, under, upon and across five hundred thirty-two (532) square feet of land (the "Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Temporary Construction Easements on Lot 40, Syphax and Wright's Subdivision, D.B. 136, PG 365, Arlington County, Virginia", dated October 19, 2020 by Joshua M. Brock, Land Surveyor, and approved on October 19, 2020 by the Acting Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said Easement Area being a portion of the same property acquired by Grantor by deed dated January 24, 2019, recorded in the Land Records of the Arlington County Circuit Court as Instrument Number 20190100001362, corrected in Instrument Number 20190100017458, and more particularly described therein as:

LOT FORTY (40), OF SYPHAX AND WRIGHT'S SUBDIVISION, AS THE SAME APPEARS DULY DEDICATED, PLATTED AND RECORDED IN DEED BOOK 136, AT PAGE 365, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA (the "Property").

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

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

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

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

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

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

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

\section*{SUBORDINATION}

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

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

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

\section*{COVENANTS REAL}

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

\section*{FREE CONSENT}

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

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

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

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

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

WITNESS the following signature(s):
[Signatures appear on the following page(s)]


State: Virginia
County:


The foregoing instrument was acknowledged before me on this \(12^{\text {th }}\) day of July , 2022, by STEVEN MONTERO, Grantor.
Notary Public: \(8 \$ \mathrm{Cl}\) /w/mundela
My Commission expires: \(8-31-2025)\)
My Registration No.: 236929
[SEAL]


4

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

NOTEHOLDER:
NAVY FEDERAL CREDIT UNION
By: Scilla oceluceld
Name: Cecilia Andrews
Title: Asst Treasurer

State: Virginia
County: Fairfax
The foregoing instrument was acknowledged before me on this 29 day of September, 2022, by Cecilia Andrews

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


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

\section*{TRUSTEE:}


State: Virginia
County: Fair fox \(\qquad\)
The foregoing instrument was acknowledged before me on this \(\qquad\) day of September, 2022 by Theresa 9 OPANDO , Trustee.
Notary Public: Amer Ramada
My Commission expires: APR. 30, 2025
My Registration No.: 7934240
[SEAL]

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

\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this \(\qquad\) day of \(\qquad\) , 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 \(\qquad\) , 20 \(\qquad\) .

By:
Name: \(\qquad\)
Title: \(\qquad\)

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:
The foregoing instrument was acknowledged before me by \(\qquad\) , who is
on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \(\qquad\) day of \(\qquad\) , 2022.

Notary Public: \(\qquad\)
My Commission expires: \(\qquad\)
My Registration No.: \(\qquad\)
SEAL

\section*{APPROVED AS TO FORM:}

COUNTY ATTORNEY


\section*{PREPARED BY, AND WHEN RECORDED RETURN TO:}

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

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

\section*{DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT}

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this \(/ 2^{\text {th }}\) day of July, 2022 by STEVEN MONTERO ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee").

\section*{WITNESS:}

THAT FOR AND IN CONSIDERATION OF the sum of SIX THOUSAND TWO HUNDRES DOLLARS \((\$ 6,200.00)\), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee two temporary easements, for the use, as described herein (together, the "Temporary Easements"), of portions of Grantor's property, more specifically described as two (2) areas of real estate containing approximately one hundred forty-seven (147) square feet and ninety-eight (98) square feet of land (together, the "Temporary Easement Areas") situated in Arlington County, Virginia, as shown on the plat entitled "Plat Showing Easement for Public Sidewalk, Utilities, and Drainage Purposes and Temporary Construction Easements on Lot 40, Syphax and Wright's Subdivision, D.B. 136, PG. 365, Arlington County, Virginia", dated October 19, 2020 by Joshua M. Brock, Land Surveyor, which plat was approved on October 19, 2020 by the Acting Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said Temporary Easement Areas being portions of the property acquired by Grantor by deed dated January 24, 2019, recorded in the Land Records of the Arlington County Circuit Court as Instrument Number 20190100001362, corrected in Instrument Number 20190100017458, and more particularly described as:

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

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

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

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

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

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

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

The Temporary Easements conveyed by this document shall commence upon the date (the "Commencement Date") specified in a written notice delivered by Grantee to Grantor at the Property address, or Grantor's address listed in the Arlington County tax records, if such address is different than the Property address, at least ten (10) days prior to the commencement of any work on the Property, and shall expire upon the earlier to occur of (i) one year after the Commencement Date, or (ii) completion of construction work on the Property.

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

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

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

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

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

WITNESS the following signature(s):

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

state: Virginia
COUNTY: Arlington:
The foregoing instrument was acknowledged before me on this 12 day of


Notary Public: \(8887 /\) Fu/mondels My Commission Expires: \(8-3 /-2025\)
My Registration No.: 236929

\section*{SEAL}


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

\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this ___ day of _, 20__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on \(\qquad\) 20 \(\qquad\) .

By : \(\qquad\)

\section*{COUNTY MANAGER}

\section*{COMMONWEALTH OF VIRGINIA}

\section*{COUNTY OF ARLINGTON, to-wit:}

The foregoing instrument was acknowledged before me by , on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \(\qquad\) day of \(\qquad\)
\(\qquad\)

Notary Public: \(\qquad\)
My Commission expires:
My Registration No.:
SEAL

\section*{APPROVED AS TO FORM:}

COUNTY ATTORNEY


\section*{Vicinity Map Easements on 1829 Columbia Pike}


\section*{Vicinity Map \\ Easements on 1829 Columbia Pike \\ RPC \# 25-020-007}

\section*{Exhibit B}


\section*{Vicinity Map Easements on 1829 Columbia Pike RPC \# 25-020-007}


\section*{PREPARED BY, AND WHEN RECORDED RETURN TO:}

\author{
Real Estate Bureau Chief
}

Department of Environmental Services
Arlington County Government 2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201


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

\section*{DEED OF EASEMENT AND DEED OF TEMPORARY CONSTRUCTION EASEMENT}

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

\section*{RECITALS:}

R-1. WHEREAS, by virtue of an instrument recorded as Instrument Number 20160100023590 among the land records of Arlington County, Virginia ("Land Records"), the Grantor is the owner of certain real property, situate and located in Arlington County, Virginia, known as:

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

\footnotetext{
Project: Columbia Pike Multi Modal Segment C - Project \# DS41 (the "Project")
RPC: 25020006
Address: 1827 Columbia Pike, Arlington, Virginia
}
in Deed Book 136, Page 368; thence departing said point on a line common to Lots 39 and \(40, \mathrm{~N} 13^{\circ} 18^{\prime} \mathrm{W} 10.00\) feet to a point; thence departing said point \(\mathrm{N} 77^{\circ} 21^{\prime} \mathrm{E} 25.00\) feet to a point on the Easterly line of Lot 39 ; thence departing said point, S \(13^{\circ} 18^{\prime} \mathrm{E} 10.00\) feet to a point in the North right of way line of Columbia Pike; thence departing said point and running along the North right of way line of Columbia Pike, \(\mathrm{S} 77^{\circ} 21^{\prime} \mathrm{W} 25.00\) feet to the point of beginning and containing 250 square feet as shown on a plat attached to deed recorded prior hereto.

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

R-3. WHEREAS, it is the desire of the Grantor, with the consent and approval of the Trustee and Beneficiary, as evidenced by their signatures hereon, to grant and convey unto the County, an easement totaling 61 square feet for an Easement for Public Sidewalk, Utilities, and Drainage Purposes ("Sidewalk Easement"), and to grant and convey to the County, 84 square feet for a Temporary Construction Easement ("Temporary Construction Easement"), all as hereinafter set forth and shown on a plat entitled "Plat Showing Various Easements on Part Lot 39, Syphax \& Wright's Subdivision, D.B. 136, PG. 365, Arlington County, Virginia" dated October 10, 2016, updated on February 28, 2020, further revised on March 23, 2020, and approved by the Arlington County Department of Environmental Services Division of Transportation, Acting Subdivision and Bonds Administrator on April 17, 2020, prepared by Rice Associates (the "Plat"), and attached hereto and made a part hereof.

\section*{EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, AND DRAINAGE PURPOSES}

THIS DEED WITNESSETH, in consideration of the sum of Three Thousand Nine Hundred Ninety and 93/100 Dollars ( \(\$ 3,990.93\) ), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and convey unto the County, its successors and assigns, an Easement for Public Sidewalk, Utilities, and Drainage Purposes over, under, across, and through the Property, described as "Easement for Public Sidewalk, Utilities, and Drainage Purposes Hereby Granted" in the location and dimensions shown on the Plat (the "Sidewalk Easement") for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present and future public sidewalks, utilities, and drainage facilities and structures, including accessories and appurtenances thereto, within the area of said Sidewalk Easement, and for

\footnotetext{
Project: Columbia Pike Multi Modal Segment C - Project \# DS41 (the "Project")
RPC: 25020006
Address: 1827 Columbia Pike, Arlington, Virginia
}
such other purposes as are incidental and related thereto. The aforesaid Sidewalk Easement is subject to the following terms and conditions:
1. The County and its agents shall have full and free use of the said Sidewalk Easement area for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Sidewalk Easement, including the right of access across the Property to and from the Sidewalk Easement area, and the right to use the adjoining land of the Grantor where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, maintenance, removal, repair, reconstruction, replacement and relocation, and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Sidewalk Easement area; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions located within the Sidewalk Easement area.
3. The Grantor reserves the right to use the Property in any manner that is not inconsistent with the rights herein conveyed or does not interfere with the use of the Sidewalk Easement area for the purposes named.
4. All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Sidewalk Easement.
5. The Grantor covenants that Grantor is seized of and has the right to convey the said Sidewalk Easement, and that Grantor shall make no use of the Sidewalk Easement area which is inconsistent with the easement rights hereby granted.

\section*{TEMPORARY CONSTRUCTION EASEMENT}

THE DEED FURTHER WITNESSETH, that in consideration of the sum of Three Thousand Two Hundred Ninety Seven and 42/100 Dollars ( \(\$ 3,297.42\) ), the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a Temporary Construction Easement, in the location shown and designated on the Plan as "Temporary Construction Easement Hereby Granted" in the location and dimensions shown on the Plat (the "Temporary Construction Easement"), over, under, across, and through the Property for use by the County for the surveying, installation, construction, construction staging, construction
access, regrading, maintenance, location, addition, alteration, replacement, expansion, relocation, removal and repair of public streets, curb and gutter, sidewalks, public and private utilities and drainage facilities, including accessories and appurtenances thereto (collectively, "Facilities"), within the Temporary Construction Easement area.

The Temporary Construction Easement is subject to the following terms and conditions:
1. The County and its agents and assigns shall have full and free use of the Temporary Construction Easement for the purposes named and shall have all rights and privileges reasonably necessary for the enjoyment and exercise of the Temporary Construction Easement, including the right of reasonable access to and from the Temporary Construction Easement and the right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, construction staging, construction access, regrading, maintenance, relocation, addition, alteration, replacement, expansion, relocation, removal and repair, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature in the Temporary Construction Easement or on such adjoining land. The County agrees to perform any work and/or exercise such access so as not to unreasonably interfere with ingress or egress (vehicular or pedestrian) to or from the Property.
2. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Temporary Construction Easement being conveyed, deemed by it to interfere with the proper and efficient construction of the facilities; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises and any adjoining land used by the County to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, and the replacement of structures, trees, or other obstructions, if necessary, as determined by the County in its reasonable discretion.
3. The Grantor reserves the right to make any use of the Temporary Construction Easement area that is not inconsistent with the rights herein conveyed or does not interfere with the use of the Temporary Construction Easement by the County for the purposes named herein.
4. Grantor covenants that Grantor is seized of and has the right to convey the Temporary Construction Easement, and that Grantor shall make no use of the Temporary Easement area that is inconsistent with the Temporary Construction Easement and the associated rights hereby conveyed.
5. The Temporary Construction Easement conveyed by this document shall commence upon the date of acceptance of this Deed by the Grantee and shall expire upon the completion of the Project, or on an earlier date if Grantor is so notified in writing by Grantee.

\section*{SUBORDINATION}

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

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

\section*{COVENANTS REAL}

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

\section*{FREE CONSENT}

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

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

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

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

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

The recitals are incorporated into this Deed.
WITNESS the following signature(s):

Project: Columbia Pike Multi Modal Segment C - Project \# DS41 (the "Project")
RPC: 25020006
Address: 1827 Columbia Pike, Arlington, Virginia
[Signatures appear on the following page(s)]

\section*{GRANTOR:}

\section*{NICOLE M. RAYMOND}


State: Vivgina
County: Arlington
The foregoing instrument was acknowledged before me on this \(15^{4}\) day of JUne, 2021 , by Nicole M. Raymond, Granter.

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


\section*{TRUSTEE:}


State: VA.
Gounty: Qit, of Richnourd
The foregoing instrument was acknowledged before me on this \(6^{\text {day }}\) of loct. , 2021, by Pamela Williamson, Trustee.
Notary Public: Hecer f. Fazery
My Commission expires: \(\quad, \quad 3-30.20230\)
My Registration No.: 252030


\section*{s. Macoled. Mkocis}

Name: \(\qquad\) nicole H. nikolis

Title: \(\qquad\) Vice President.

State: VA.
Geunty: city of Richmond
The foregoing instrument was acknowledged before me on this \(6^{t h}\) day of (Oct. 20.21 , by Nicole \(A-N\) Nikoles, who is the \(\vee \rho\) of Mortgage Electronic Registration Systems, Inc., as nominee for Truist bank, successor by merger to Suntrust Bank, its successors and/or assigns.

Notary Public:


9

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

\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this Rind day of Februon , 2022 on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on


By:


Title:


\section*{COMMONWEALTH OF VIRGINIA} COUNTY OF ARLINGTON, to-wit:
0'Hora foregoing instrument was acknowledged before me by Timothy COUNTY, VIRGINIA, a body corporate, this 2 ru day of february, 2022.

Notary Public:


APPROVED AS TO FORM:



PREPARED BY,
AND WHEN RECORDED RETURN TO:

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

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

\title{
DEED OF TEMPORARY EASEMENT \\ AND CONSTRUCTION AGREEMENT
}

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this 23 day of fuभe, 2020, by COLUMBIA SQUARE HOMEOWNERS ASSOCIATION, INC, , Virginia corporation ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee").

\section*{WITNESS:}

THAT FOR AND IN CONSIDERATION OF the sum of one dollar (\$1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a temporary easement for the use, as described herein (the "Temporary Easement"), of portions of Grantor's property, more specifically described as areas of real estate containing approximately One Hundred Ninety-seven (197), Seventy-one (71) and Six Hundred Eighty-eight (688) square feet, respectively, for a total of approximately Nine Hundred Fifty-six (956) square feet of land (collectively, the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the plans attached hereto and made a part hereof, entitled "Columbia Pike, Street Improvement Project Easement Exhibit Plan, Columbia Square Homeowners Association, Inc.", which plans are dated February 27, 2020 (the "Plans"), said Temporary Easement Area being portions of the property acquired by the Grantor by deed dated July 24, 1989, recorded in the Land Records of the Arlington County Circuit Court in Deed Book 2393 at Page 1150, and more particularly described as:

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

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

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

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

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

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

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

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

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

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

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

WITNESS the following signature(s):
[Signatures appear on the following page(s)]

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

\section*{GRANTOR:}

\section*{COLUMBIA SQUARE HOMEOWNERS ASSOCIATION, INC., a Virginia Corporation}
by:


Anthony Dizon, its President
state: Vingipuia COUNTY: Aince Williar.:

4 The foregoing instrument was acknowledged before me on this 27 day of Mal_ 20\%, by Anthony Dizon as President of Columbia Square Homeonners Association, Inc., Grantor,

My Commission Expires: Que 31, 2021
My Registration No.: 7726639


\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

ACCEPTED this Q,zrd day of Hume, 2020 on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726 B.


\section*{COMMONWEALTH OF VIRGINIA}

COUNTY OF ARLINGTON, to-wit:
The foregoing instrument was acknowledged before me by Mart S Schwartz COUnty. Manage COUNTY, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \(23^{r} d\) day of \(\qquad\) , 2020

Notary Public:


My Commission exp
My Registration No.:


4

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


\section*{PREPARED BY, AND WHEN RECORDED RETURN TO:}

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


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

\section*{DEED OF EASEMENT}

This DEED OF EASEMENT ("Deed") is made this 14 day of June , 2021, by UNIT OWNERS ASSOCIATION OF WESTHAMPTON MEWS CONDOMINIUM ("Granter"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee").

\section*{WITNESS:}

THAT FOR AND IN CONSIDERATION OF the sum of Fifteen Thousand Four Hundred Dollars \((\$ 15,400)\), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee a perpetual nonexclusive easement for public sidewalk, utilities and drainage purposes (the "Easement") over, under, upon and across eight hundred seventy-eight (878) square feet of land (the "Easement Area") situated in Arlington County, Virginia, being designated as "Easement for Public Sidewalk, Utilities and Drainage Purposes Hereby Granted, Area \(=878\) SQ. FT." on the plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Part of Parcel A, Gosnell Acres, D.B. 1813, PG. 156, ALSO KNOWN AS PHASE I, WESTHAMPTON MEWS CONDOMINIUM, D.B. 2002, PG. 1847, ARLINGTON COUNTY, VIRGINIA", dated October 8, 2019, which plat was approved on October 31, 2019 by the Acting Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said Easement Area, being a portion of the same property acquired by Granter by deed dated December 7, 1979, recorded in the land records of the Arlington County Circuit Court in Deed Book 2002 at Page 1847, and more particularly described therein as:
"The Common Elements of Westhampton Mews Condominium, in accordance with the Declaration recorded in Deed Book 2002 at page 1847 among the land records of Arlington County, Virginia which lie within the bounds of Arlington County" (the "Property").

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

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

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

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

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

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

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

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

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

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

WITNESS the following signature(s):

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

\section*{GRANTOR:}

\section*{UNIT OWNERS ASSOCIATION OF WESTHAMPTON MEWS \\ CONDOMINIUM}

State: Virginia
County: Fairfax
Fairfax
BY: mAthew P.CNilisms (without personal recourse) (without personal recourse) Mathew Millines
NAME: Na the:
TITLesudent The foregoing instrument was acknowledged before me on this \(14^{\text {th }}\) day of June , 2021, by Matthew P. Williams, who is president of the Board of Directors of the Unit Owners Association of Westhampton Mews Condominium, Granter.

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


RPS: 25021122
Address: Columbia Pike, Arlington, Virginia

\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this 8th day of Sptenles , 20 21, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on Lely 17 , 20 24.


\section*{COMMONWEALTH OF VIRGINIA COUNTY OF ARLINGTON, to-wit:}

The foregoing instrument was acknowledged before me by Timothy D. D" Hora, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \(8^{\text {th }}\) day of September_, 2021.
 My Commission expires: August 31. 2025
My Registration No.: \(\qquad\)

APPROVED AS TO FORM:


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



\title{
PREPARED BY, AND WHEN RECORDED RETURN TO:
}

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


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

\title{
DEED OF TEMPORARY EASEMENT \\ AND CONSTRUCTION AGREEMENT
}

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this \(14^{\text {th }}\) day of June, 2021, by UNIT OWNERS ASSOCIATION OF WESTHAMPTON MEWS CONDOMINIUM ("Granter"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee").

\section*{WITNESS:}

THAT FOR AND IN CONSIDERATION OF the sum of Six Thousand Dollars \((\$ 6,000.00)\), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee a temporary easement for the nonexclusive use, as described herein (the "Temporary Easement"), of a portion of Grantor's property, more specifically described as an area of real estate containing approximately two hundred twenty-eight (228) square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, being designated as "Temporary Construction Easement Hereby Granted, Area \(=228\) SQ. FT." on the plat attached hereto and made a part hereof, entitled "Plat Showing Various Easements on Part of Parcel A, Gosnell Acres, D.B. 1813, PG. 156, ALSO KNOWN AS PHASE I, WESTHAMPTON MEWS CONDOMINIUM, D.B. 2002, PG. 1847, ARLINGTON COUNTY, VIRGINIA", dated October 8, 2019, which plat was approved on October 31, 2019 by the Acting Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said Temporary Easement Area being a portion of the property acquired by Grantor by deed dated December 7, 1979, recorded in the Land Records of the Arlington County Circuit Court in Deed Book 2002 at Page 1847, and more particularly described as:
> "The Common Elements of Westhampton Mews Condominium, in accordance with the Declaration recorded in Deed Book 2002 at page

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

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

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

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

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

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

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

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

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

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

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

WITNESS the following signature(s):

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

\section*{GRANTOR:}

\section*{UNIT OWNERS ASSOCIATION OF WESTHAMPTON MEWS CONDOMINIUM}
(without personal recourse)
NAME: Matthew PWilliatus
TITLE: President
State: Virginia
County: Fairfax
The foregoing instrument was acknowledged before me on this \(14^{\text {th }}\) day of June ,2021, by Mathew P. Williams , who is president of the Board of Directors of Unit Owners Association of Westhampton Mews Condominium, Granter.
Notary Public: staxaine Cuv/mundele My Commission expires: August 31, 2021 My Registration No.:236929
SEAL


\section*{GRANTEE:}

\section*{THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA}

Accepted this th day of Sypenlos , 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


\section*{COMMONWEALTH OF VIRGINIA}

COUNTY OF ARLINGTON, to-wit:
D. The foregoing instrument was acknowledged before me by Timothy D. O'HOTA , on behalf of THE CQUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \(8^{\text {th }}\) day of September, 2021.

Notary Public: FAOnica selapme Clolmondeler
My Commission expires: August 31, 2025


APPROVED AS TO FORM:


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



Please see below for the requested information.

Brasco Slimline 512 ( Brown Shelters): See attached shop drawings, these shelters can't be disassembled since all of the side glass panels are put together using rivets. To relocate them we have previously use straps and a backhoe to lift up and transport on a trailer track.


Brasco Eclipse 512- See attached shop drawings, these shelters can be disassemble.


White Dome : We don't have shop drawings for these shelters, relocation would be best perform in a similar way as the slimline shelters.


All salvaged shelters, benches will need to be taken to our warehouse at: 2900 S Eads Street, Arlington, VA.

BRASCO INTERNATIONAL, INC.

\section*{INSTALLATION GUIDELINES}

Thank you for your order. Enclosed with these guidelines are engineering instructions specific to your order. Please review all pages in full before proceeding with your installation.

\section*{Storage}
1. Products stored outside must be fully tarped. Wooden crates, cardboard boxes and identifying labels are not weatherproof and will deteriorate in the elements.
2. If your order includes solar lighting, be cautious when handling batteries as they are capable of generating hazardous short-circuit currents. Remove all jewelry (bracelets, metal watches, rings) before attempting to handle or disassemble batteries.
3. Batteries should be stored indoors at a recommended 68 degrees Fahrenheit for max shelf life.
4. Batteries should be installed no later than 3 months rom delivery or battery warranties will be void.
\begin{tabular}{ll|llll}
\hline TOOLS NEEDED & & & \\
\hline\(\square\) & Drill Motor & \(\square\) & Cordless Drill Compressor & \(\square\) & Rivet Gun \\
\(\square\) & 1/4" Drill Bit & \(\square\) & Steel Hammer & Tape Measure \\
\(\square\) & \#11 Drill Bit & \(\square\) & Torque Wrench \\
\(\square\) & \(8 "\) Long 1/2" Masonry Drill Bits & \(\square\) & Dead Blow Hammer or Mallet & \(\square\) & \(60 "\) Bar Clamps \\
\(\square\) & \(5 / 8 "\) and 3/4" Socket and Wrench & \(\square\) & Bubble Level, Line / String Level & \(\square\) & Generator of Other Power Source \\
\(\square\) & HD Drill Motor or Hammer Drill & \(\square\) & Min. 6ft. Step Ladder & \(\square\) & Shop Vac or Broom for Clean Up
\end{tabular}

\section*{Installing Expansion Anchors}

\section*{Expansion Anchor Installed}

\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{Setting information} & \multirow[b]{2}{*}{Symbol} & \multirow[b]{2}{*}{Units} & \multicolumn{14}{|c|}{Nominal anchor diameter do} \\
\hline & & & \multicolumn{3}{|c|}{3/8} & \multicolumn{4}{|c|}{1/2} & \multicolumn{4}{|c|}{5/8} & \multicolumn{3}{|c|}{3/4} \\
\hline Nominal bit diameter & \(\mathrm{d}_{\mathrm{bit}}\) & in. & \multicolumn{3}{|c|}{3/8} & \multicolumn{4}{|c|}{1/2} & \multicolumn{4}{|c|}{5/8} & \multicolumn{3}{|c|}{3/4} \\
\hline Minimum nominal embedment & \(\mathrm{h}_{\text {nom }}\) & \[
\begin{array}{|c|}
\hline \text { in. } \\
(\mathrm{mm})
\end{array}
\] & \multicolumn{3}{|c|}{\[
\begin{gathered}
2-5 / 16 \\
(59) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{gathered}
\hline 2-3 / 8 \\
(60) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{gathered}
\hline 3-5 / 8 \\
(91) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|l|}{\begin{tabular}{l}
3-9/16 \\
(91)
\end{tabular}} & \multicolumn{2}{|l|}{\[
\begin{gathered}
4-7 / 16 \\
(113)
\end{gathered}
\]} & \multicolumn{2}{|l|}{\[
\begin{gathered}
4-5 / 16 \\
(110)
\end{gathered}
\]} & \[
\begin{array}{|c|}
\hline 5-9 / 16 \\
(142) \\
\hline
\end{array}
\] \\
\hline Effective minimum embedment & \(\mathrm{h}_{\mathrm{ef}}\) & \[
\begin{array}{|c|}
\hline \text { in. } \\
(\mathrm{mm})
\end{array}
\] & \multicolumn{3}{|c|}{\[
\begin{gathered}
\hline 2 \\
(51) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{gathered}
\hline 2 \\
(51) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|c|}{\begin{tabular}{l}
\[
3-1 / 4
\] \\
(83)
\end{tabular}} & \multicolumn{2}{|c|}{\[
\begin{gathered}
\hline 3-1 / 8 \\
(79)
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{gathered}
\hline 4 \\
(102) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|r|}{\[
\begin{gathered}
\hline 3-3 / 4 \\
(95)
\end{gathered}
\]} & \[
\begin{aligned}
& 4-3 / 4 \\
& (121)
\end{aligned}
\] \\
\hline Min. hole depth & h。 & \[
\begin{array}{|c|}
\hline \text { in. } \\
(\mathrm{mm})
\end{array}
\] & \multicolumn{3}{|c|}{\[
\begin{gathered}
2-5 / 8 \\
(67)
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{gathered}
\hline 2-5 / 8 \\
(67) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{gathered}
\hline 4 \\
(102) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{gathered}
\hline 3-3 / 4 \\
(95) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{aligned}
& 4-3 / 4 \\
& (121)
\end{aligned}
\]} & \multicolumn{2}{|r|}{\[
\begin{aligned}
& 4-5 / 8 \\
& (117)
\end{aligned}
\]} & \[
\begin{aligned}
& 5-3 / 4 \\
& (146)
\end{aligned}
\] \\
\hline Min. thickness of fixture \({ }^{1}\) & \(\mathrm{t}_{\text {min }}\) & \[
\begin{array}{|c|}
\hline \text { in. } \\
(\mathrm{mm})
\end{array}
\] & \multicolumn{3}{|c|}{\[
\begin{aligned}
& 1 / 8 \\
& (3)
\end{aligned}
\]} & \multicolumn{2}{|c|}{\[
\begin{aligned}
& 1 / 8 \\
& (3)
\end{aligned}
\]} & \multicolumn{2}{|c|}{n/a} & \multicolumn{2}{|c|}{\[
\begin{aligned}
& 1 / 8 \\
& (3)
\end{aligned}
\]} & \multicolumn{2}{|c|}{n/a} & \multicolumn{2}{|r|}{\[
\begin{aligned}
& 1 / 8 \\
& \text { (3) }
\end{aligned}
\]} & n/a \\
\hline Max. thickness of fixture & \(\mathrm{t}_{\text {max }}\) & \[
\begin{array}{|c|}
\hline \text { in. } \\
(\mathrm{mm})
\end{array}
\] & \multicolumn{3}{|c|}{\[
\begin{gathered}
\hline 2-1 / 4 \\
(57) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{gathered}
\hline 4 \\
(101)
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{gathered}
2-3 / 4 \\
(70) \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|c|}{\[
\begin{aligned}
& \hline 5-5 / 8 \\
& (143) \\
& \hline
\end{aligned}
\]} & \multicolumn{2}{|c|}{\[
\begin{aligned}
& 4-3 / 4 \\
& (121)
\end{aligned}
\]} & \multicolumn{2}{|r|}{\[
\begin{aligned}
& 4-5 / 8 \\
& (117)
\end{aligned}
\]} & \[
\begin{gathered}
3-5 / 8 \\
(92)
\end{gathered}
\] \\
\hline Installation torque & \(\mathrm{T}_{\text {inst }}\) & \[
\begin{aligned}
& \hline \mathrm{ft}-\mathrm{lb} \\
& (\mathrm{Nm})
\end{aligned}
\] & \multicolumn{3}{|c|}{\[
\begin{gathered}
25 \\
(34)
\end{gathered}
\]} & \multicolumn{4}{|c|}{\[
\begin{gathered}
40 \\
(54) \\
\hline
\end{gathered}
\]} & \multicolumn{4}{|c|}{\[
\begin{gathered}
60 \\
(81)
\end{gathered}
\]} & \multicolumn{3}{|c|}{\[
\begin{gathered}
\hline 110 \\
(149)
\end{gathered}
\]} \\
\hline Fixture hole diameter & \(\mathrm{d}_{\mathrm{n}}\) & \[
\begin{array}{|c|}
\hline \text { in. } \\
(\mathrm{mm})
\end{array}
\] & \multicolumn{3}{|c|}{\[
\begin{gathered}
7 / 16 \\
(11.1)
\end{gathered}
\]} & \multicolumn{4}{|c|}{\[
\begin{gathered}
\hline 9 / 16 \\
(14.3)
\end{gathered}
\]} & \multicolumn{4}{|c|}{\[
\begin{aligned}
& 11 / 16 \\
& (17.5)
\end{aligned}
\]} & \multicolumn{3}{|c|}{\[
\begin{aligned}
& 13 / 16 \\
& (20.6)
\end{aligned}
\]} \\
\hline Available anchor lengths & & in. & 3 & 3-3/4 & 5 & 3-3/4 & 4-1/2 & 5-1/2 & 7 & 4-3/4 & 6 & 8-1/2 & 10 & 5-1/2 & 8 & 10 \\
\hline Avallable anchor lengths & & (mm) & (76) & (95) & (127) & (95) & (114) & (140) & (178) & (121) & (152) & (216) & (254) & (140) & (203) & (254) \\
\hline Threaded length & & in. & 7/8 & 1-5/8 & 2-7/8 & 1-5/8 & 2-3/8 & 3-3/8 & 4-7/8 & 1-1/2 & 2-3/4 & 5-1/4 & 6-3/4 & 1-1/2 & 4 & 6 \\
\hline including dog point & & (mm) & (22) & (41) & (73) & (41) & (60) & (86) & (178) & (38) & (70) & (133) & (171) & (38) & (102) & (152) \\
\hline Unthreaded length & \(\ell_{\text {untur }}\) & \[
\begin{array}{|c|}
\hline \text { in. } \\
(\mathrm{mm})
\end{array}
\] & \multicolumn{3}{|c|}{\[
\begin{gathered}
2-1 / 8 \\
(54) \\
\hline
\end{gathered}
\]} & \multicolumn{4}{|c|}{\[
\begin{gathered}
2-1 / 8 \\
(54) \\
\hline
\end{gathered}
\]} & \multicolumn{4}{|c|}{\begin{tabular}{l}
\[
3-1 / 4
\] \\
(83)
\end{tabular}} & \multicolumn{3}{|c|}{\[
\begin{gathered}
\hline 4 \\
(102) \\
\hline
\end{gathered}
\]} \\
\hline
\end{tabular}

\section*{Expansion Anchor Technical Chart Minimum thickness of fixture is a concern only when the anchor is installed at the minimum nomina} embedment. When KWIK Bolt TZ anchors are installed at this embedment, the anchor threading ends near
 If fixtures are thin, it is recommended that embedment be increased accordingly.

Step 1.

\section*{Prepping the Concrete}

Using anchor boot as a template, mark hole locations and move anchor boot out of the way. Drill a hole the same diameter as the expansion anchor to a minimum depth of \(1 / 2\),' deeper than the anchor will penetrate to allow debris to fall during installation


Step 2. Prepping the Hole

Clean debris from holes using a wire brush, vacuum, or compressed air.

Step 3.
Anchor Installation

Replace the anchor boot and align with holes in the concrete Make sure the nut on the expansion anchor is threaded to the top of the threaded rod to prevent damage to the threads. Insert the expansion anchor through the base plate and into the hole in the concrete. Hit the expansion anchor with sharp blows until the washers are snug against the base plates.

Step 4.
Securing the Anchor Boot

Tighten the nut to the recommended installation torque.


\section*{Standard Brasco Anchoring Guidelines}

\section*{Expansion Anchor Installed}
1. Locating proper column locations is critical. Care must be taken to keep columns plumb and walls square to each other.
2. Shelter should be sloped slightly to the rear for proper drainage. Approximately \(1 / 4\) inch slope per ft . from front to rear of shelter is recommended. Columns should be shimmed as necessary.
3. Anchors to be installed in conjunction with manufacturers recommendations only. (See Expansion Anchor Technical Chart on previous page.)
4. Anchors need to be installed a minimum of 6 inches from the edge of the concrete pad. See below for reference.

\section*{Standard Concrete Pad Overview}

NOTE: This visual is for reference only. Brasco is not liable for concrete installation instructions unless structural concrete calculations are included with an order. Consult your local building codes for specific concrete pad requirements.

RECOMMENDED: Brasco recommends a minimum 4 inch thick, 3000 PSI concrete pad for areas with wind speeds lower than 110 MPH. The concrete pad should allow a minimum of 6 inches around the shelter's perimeter to prevent concrete breakage when anchoring. Concrete may or may not require additional reinforcement.



\section*{QUANTITY (15) SHELTERS THUS}

SPECIFICATIONS:
- 1/4" TEMPERED SAFETY GLASS
- LOWER CIRCLE PATTERN GRILLWORK
- UPPER ARCH GRILLWORK

6' CURVELINE BENCH WITH CEDAR HDPE BENCH SLATS (BRASCO BRONZE POWDER COAT)
BRONZE ALUMINUM STANDING SEAM HIP ROOF WITH FASCIA/GUTTER SYSTEM

BRASCO INTERNATIONAL, INC

\begin{tabular}{|c|c|c|c|c|}
\hline \multicolumn{3}{|c|}{ARLINGTON COUNTY} & HAUS & BDH \\
\hline PROUECT: & \multicolumn{2}{|l|}{SLIMLINE STYLE SHELTER} & \[
\begin{aligned}
& \text { DATE: } \\
& 5-17-18
\end{aligned}
\] & \[
\begin{aligned}
& \text { DATE: } \\
& 5-18-18
\end{aligned}
\] \\
\hline MOOEL: & SL-05-12-OF-F14-GC-CG-UA-SSHP &  & \[
\text { SHEET: } 001
\] & REVISON:
A \\
\hline
\end{tabular}

NOTE: FIGURE 3 SHOWS A GENERIC WALL LAYOUT. SEE WALL LAYOUT PROVIDED FOR ACTUAL CONFIGURATION.


FIGURE 1

6" MIN.


\section*{FIGURE 3}
1) START WITH THE LEFT SIDE WALL AND LEFT BACK WALL. SET COLUMNS IN ANCHOR BOOTS. (ANCHOR BOOTS CAN BE ALIGNED UNDER SILLS OR TO OUTSIDE OF SHELTER AS SHOWN IN FIGURE 3) SLIDE HEADER AND SILL TUBES ONTO CORRESPONDING TUBE CLIPS UNTIL FULLY ENGAGED. USING THE DRIVE RIVET TOOL, ATTACH TO CLIPS WITH F1048- \(\varnothing_{4}^{1 "}\) X \({ }^{\frac{3}{8}}\) " FLAT HEAD DRIVE RIVETS.
2) REPEAT STEP 1 FOR REMAINING WALL SECTIONS, FRONT HEADER AND CROSS BRACE(S) CONNECTIONS.
3) WHERE WALL SECTIONS WERE CONNECTED, USE \#11 (Ø.191") DRILL BIT TO TRANSFER HOLES IN GLAZING SASH TO COLUMNS. SECURE SASH TO COLUMN WITH F1045- \(\varnothing_{\frac{3}{16} "}\) X \(\frac{1}{4}\) " POP RIVET (FIGURE 2).
4) WITH THE SHELTER IN THE PROPER LOCATION, SQUARE AND PLUMB WALL SECTIONS. USING THE SHIMS PROVIDED, PITCH SHELTER TO THE REAR FOR DRAINAGE. TRANSFER \(\varnothing_{4}^{1 "}\) HOLES THRU ANCHOR BOOTS INTO COLUMNS. ATTACH COLUMNS TO ANCHOR BOOTS USING F1044 \#14 X 1" S.S. HEX HEAD TEK SCREW.
5) DRILL A \(\varnothing_{2}^{1 "}\) HOLE 4" DP. MINIMUM IN CONCRETE FOR F1022 - WEDGE ANCHORS. CLEAN DUST AND DEBRIS FROM HOLES. TAP WEDGE ANCHORS INTO HOLES LEAVING \(\frac{1}{2}\) " MIN. EXPOSED ABOVE BOOT FLANGE. APPLY FLAT WASHER, LOCK WASHER AND NUT ONTO ANCHOR AND TIGHTEN SECURELY.
1-800-893-3665 WWW.BRASCO.COM WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL. LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.
MODEL:
SLIMLINE SERIES

\begin{tabular}{|l|l|}
\hline ENGINEER: & SJT \\
\hline DATE: & \(11-10-11\) \\
\hline CHECKER: & BDH \\
\hline DATE: & \(11-18-11\) \\
\hline SHEET \#: & 2 \\
\hline
\end{tabular}


\section*{BRASCO INTERNATIONAL, INC. 32400 INDUSTRIAL DRIVE}

MADISON HEIGHTS, MI 48071
1-800-893-3665 WWW.BRASCO.COM
THIS DRAWING IS CONFIDENTIAL AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.

MODEL: gimine SERIES
\begin{tabular}{|l|l|l|l|l|}
\hline CUSTOMER: & & \multicolumn{1}{|l|}{} & \multicolumn{1}{|l|}{ ENGINEER: } & BDH \\
\hline PROJECT: & WINDOW GLAZING DETAILS - 1/4" GLASS - FACE MOUNT & DATE: & 5-12-11 \\
\hline MODEL: & SLIMLINE SERIES & JOB \# & & SHEET \#: \\
\hline
\end{tabular}


REAR OF SHELTER


FIGURE 4
6) MAKE SURE TOP OF HEADER BEAMS ARE CLEAN AND CLEAR OF DEBRIS. WITH DRAIN HOLES TO REAR OF SHELTER SET THE ROOF MODULE ONTO SHELTER WALL SECTIONS (FIGURE 4).
7) TRANSFER MOUNTING HOLES IN FASCIA ALIGNMENT LIP TO HEADERS WITH \(\varnothing_{4}^{1 n}\) DRILL BIT.
8) ATTACH ROOF MODULE AROUND ENTIRE PERIMETER WITH F1047- \(\varnothing_{\frac{1}{4}}\) " \(\times \frac{1}{4}\) " DOME HD. DRIVE RIVETS.

\section*{BRASCO INTERNATIONAL, INC.}

32400 INDUSTRIAL DRIVE
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665 WWW.BRASCO.COM
THIS DRAWING IS CONFIDENTIAL AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL. LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.
CUSTOMER:
PROJECT:
MODEL: \(\quad\) SLIMLINE SERIES
\begin{tabular}{|c|c|}
\hline & EN \\
\hline & C \\
\hline JOB \# & S \\
\hline
\end{tabular}
\begin{tabular}{l|l|}
\hline ENGINEER: & \\
\hline DATE: & \\
\hline CHECKER: & \\
\hline DATE: & \\
\hline SHEET \#: & 3 \\
\hline
\end{tabular}

\section*{HDPE CURVELINE BENCH (DOUBLE BENCH SLAT)}

\section*{ASSEMBLY/INSTALLATION INSTRUCTIONS}

BEGIN BY LAYING OUT BENCH BRACKETS (INTERMEDIATE AND ENDS). LOCATE BENCH SLATS.

USE 5/16" DRILL TO DRILL HOLES IN SLATS, USE BENCH BRACKET AS TEMPLATE FOR HOLE PATTERN.

INSERT CARRIAGE BOLT INTO BENCH SLAT AND ALIGN WITH BENCH BRACKET. INSERT FLAT WASHER, AND LOCKWASHER AND NUT FROM BELOW.

REPEAT STEPS FOR EACH BRACKET.
ONCE ALL BENCH CARRIAGE BOLTS ARE ATTACHED, HAND TIGHTEN AND MAKE NECESSARY ADJUSTMENTS FOR ALIGNMENT.

ONCE ALIGNMENT IS COMPLETE, TIGHTEN ALL CARRIAGE BOLTS.
INSERT CURVELINE ANCHOR BOOT IN BOTTOM OF EACH BENCH BRACKET.
MOVE BENCH ASSEMBLY INTO DESIRED POSITION. IT IS ADVISED TO LEAVE 4" TO 6" OF SPACE BETWEEN THE BENCH AND WALL UNITS FOR CLEANING ACCESS.

LEVEL THE BENCH.
ROTATE ANCHOR BOOTS UNDERNEATH THE BENCH. APPLY \#10 x 1" S.S. HEX HEAD TEK SCREWS THROUGH EACH BRACKET AND CURVELINE ANCHOR BOOT.

MARK ONTO CONCRETE THE HOLE PLACEMENT FOR EXPANSION ANCHOR BOLTS.
MOVE BENCH.
DRILL HOLES WITH 3/8" MASONRY BIT, 3 1/2" DEEP OR GREATER.
INSERT WEDGE ANCHORS LEAVING 1" OF THREAD ABOVE CONCRETE.
LOCATE BENCH OVER THREADED PORTION OF ANCHOR, INSTALL WASHER,
LOCKWASHER, NUT AND TIGHTEN.



\section*{BRASCO INTERNATIONAL HARDWARE BOX}
\begin{tabular}{ccc} 
JOB \# & 5425A & PROJECT: \(\quad 11 / 9 / 18\) \\
DATE: ARLINGTON 5' x 12' SHELTER \\
\hline
\end{tabular}

Carefully read and check the below list against the shipment upon receipt. If there is a discrepancy please notify the Brasco International Inc. shipping department immediately. Thank You.
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline ITEM & PART NUMBER & MODEL NUMBER & DESCRIPTION & QTY (PER) & QTY (TOTAL) & X & BACK ORDER \\
\hline & BA001 & & SINGLE FLANGE ANCHOR BOOT & 4 & 60 & & \\
\hline & BA002 & & CORNER ANCHOR BOOT WELDMENT & 2 & 30 & & \\
\hline & F1022 & & 1/2-13 \(\times 3\) 3/4" S.S. WEDGE ANCHOR & 8 & 120 & & \\
\hline & F1044-BZ & & \#14 X 1" S.S. HEX HEAD TEK SCREW & 24 & 360 & & \\
\hline & F1045-BZ & & 3/16" \(\times 1 / 4\) " ALUM. POP RIVET & 32 & 480 & & \\
\hline & F1047-BZ & & 1/4" \(\times 1 / 4 "\) ALUMINUM D.H.D.R. & 26 & 390 & & \\
\hline & F1048-BZ & & 1/4" \(\times 3 / 8\) " FLAT HEAD DRIVE RIVET & 40 & 600 & & \\
\hline & F1058 & & 1/2" S.S. LOCK WASHER & 8 & 120 & & \\
\hline & MS005 & & DRIVE RIVET SETTING TOOL & 1 & 15 & & \\
\hline & & & ASSORTED SHIMS & 6 & 90 & & \\
\hline & & & INSTALLATION INSTRUCTIONS & 1 & 1 & & \\
\hline & & & TOUCH-UP PAINT & 3 & 3 & & \\
\hline
\end{tabular}

COMPLETED BY: \(\qquad\)
DATE: \(\qquad\)
CHECKED BY: \(\qquad\)
BRASCO INTERNATIONAL, INC. - (313) 393-0393

\section*{BRASCO INTERNATIONAL WALLS/LINEALS PACKING LIST}


This shipment includes your Brasco International, Inc., shelter(s). The total number of wall sections and accessories (if any) are listed below. Each shelter will be accompanied by an individual hardware \& packing list. Carefully read and check the below list against the shipment upon receipt. If there is a descrepancy please notify the Brasco International, Inc., shipping department immediately. Thank You.
\begin{tabular}{|c|c|c|c|c|c|c|c|c|}
\hline ITEM & PART NUMBER & MODEL NUMBER & DESCRIPTION & QTY (PER) & \[
\begin{gathered}
\text { QTY } \\
\text { (TOTAL) } \\
\hline
\end{gathered}
\] & CRATE & BACK ORDER & X \\
\hline 001 & & SL-WA-B-25.250-F14-GC-UA-LC & WALL "B5" SINGLE & 1 & 15 & & & \\
\hline 512SSHRA & & ARL-05-12-SS-H-AP-04 & 5' x 12' SS HIP ROOF ASSEMBLY & 1 & 15 & & & \\
\hline SHS015 & & SL-H-134.250 & SLIMLINE HEADER 134.250 & 1 & 15 & & & \\
\hline SWAG002 & & SL-WA-A-52.000-F14-GC-UA-LC & WALL "A5" & 1 & 15 & & & \\
\hline SWAG106 & & SL-WA-B-52.000-F14-GC-UA-LC & WALL "B5" & 1 & 15 & & & \\
\hline SWAG110 & & SL-WA-C-52.000-F14-GC-UA-LC & WALL "C5" & 1 & 15 & & & \\
\hline SWAG114 & & SL-WA-D-52.000-F14-GC-UA-LC & WALL "D5" & 1 & 15 & & & \\
\hline & & & HARDWARE BOX & 1 & 1 & & & \\
\hline
\end{tabular}

COMPLETED BY: \(\qquad\)
DATE: \(\qquad\)
CHECKED BY: \(\qquad\)
BRASCO INTERNATIONAL, INC. - (313) 393-0393




\section*{BRASCO INTERNATIONAL, INC.}

32400 INDUSTRIAL DRIVE
MADISON HEIGHTS, MI 48071
1-800-893-3665 WWW.BRASCO.COM
THIS DRAWING IS CONFIDENTIAL AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL. LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.
\begin{tabular}{|l|l|l|l|l|}
\hline CUSTOMER: & & & ENGINEER: & HAUS \\
\hline DETAIL: & SILL ATTACHMENT AND CONNECTIONS & JOB \# & 6754 & SHEET \#: \\
\hline MODEL: & ECLIPSE SERIES & 003 \\
\hline
\end{tabular}


\section*{BRASCO INTERNATIONAL, INC. 32400 INDUSTRIAL DRIVE}

MADISON HEIGHTS, MI 48071
1-800-893-3665 WWW.BRASCO.COM
THIS DRAWING IS CONFIDENTIAL AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL. LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.
\begin{tabular}{|l|l|l|l|l|}
\hline CUSTOMER: & & & ENGINEER: & HAUS \\
\hline DETAIL: & HEADER ATTACHMENT TO COLUMN & JOB \# & DATE: & \(11 / 26 / 21\) \\
\hline MODEL: & ECLIPSE SERIES & SHEET \#: & 004 \\
\hline
\end{tabular}




Brasco International, Inc.
32400 Industrial Dr., Madison Heights MI, 48071
p 800.893.3665 | f 313.393.0499 \| sales@brasco.com \| www.brasco.com


\section*{ECLIPSE}

Transit Shelter \| EC-Series

\section*{ECLIPSE}

Transit Shelter \| EC-Series | Product Specifications
Buy America Compliant


Configuration
- Three sides with open front

\section*{Available Accessories}
- Ad box (lit or unlit)
- Display case for schedule or map
- Security lighting (A/C or solar-powered)
- Graphics
- Trash receptacle
- Bench
- Leaning rail
- Bike rack

\section*{Standard Sizes}
\begin{tabular}{|l|l|l|}
\hline Depth & Lengths & Roof Type \\
\hline \(5^{\prime}\) & \(12^{\prime}, 16^{\prime}, 18^{\prime}\) & Slope \\
\hline
\end{tabular}

\section*{ECLIPSE}

Transit Shelter \| EC-Series \| Product Specifications
Buy America Compliant

\section*{PART 1. GENERAL}

\subsection*{1.01 SECTION INCLUDES}
A. Design and fabrication of Bus Passenger Waiting Shelters, and related Site Furnishings.
1.02 RELATED WORK
A. Concrete (by others)
1.03 REFERENCES
- The Aluminum Association - Aluminum Design Manual 2010
- American Welding Society - AWS D1.2/D1.2M: 2008
- ASCE 72010 Minimum Design Loads for Buildings and Other Structures
- ASTM B 209 Specification for Aluminum and Aluminum Alloy - Sheet and Plate
- ASTM B221 Specification for Aluminum and Aluminum Alloy - Extruded Bars, Rods, Wire, Profiles, and Tubes
- Florida Building Code 2010 (175 MPH Wind Speed)
- ANSI Z97.1-1975 Safety Glazing Materials Used in Buildings
- Americans with Disabilities Act of 1990 (ADA)

\subsection*{1.04 SUBMITTALS}
A. Product Data - Manufacturers' brochures, specifications, and installation instructions.
B. Shop drawings of the complete shelter layout, includes cut section and connection details.
C. Submit structural engineering design documents bearing the seal of a structural engineer registered in the state of the project.
D. Manufacturer's statement of certification that materials meet or exceed all applicable loadings (wind load, live load, dead load, snow load) for the project location in accordance with IBC 2006, and ASCE 7-05.
E. Samples of shelter finish.
1.05 QUALITY ASSURANCE
A. Shelter shall be designed to comply with local building codes.
B. Shelter manufacturer shall have a minimum of 10 years' experience in designing, fabrication, and installing the specified shelter.
C. The shelter installation shall be performed by the manufacturer or by a qualified installer.

\subsection*{1.06 DELIVERY AND STORAGE}
A. Deliver shelter with roof fully assembled. Walls and other components shall be assembled to the maximum extent possible in clearly labeled crates and cartons.
B. Store Materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in original, unopened containers and packaging until installation. Do not store in direct contact with the sun or rain.

\subsection*{1.07 WARRANTY}

Manufacturer warrants that shelter shall be free from defect in parts and manufacture for a period of one year.
Manufacturer shall maintain inventory of replacement parts for ten years after delivery of shelter.

\title{
ECLIPSE
}

Transit Shelter \| EC-Series \| Product Specifications
Buy America Compliant

\section*{PART 2. PRODUCTS}

\subsection*{2.01 - MANUFACTURER}

Shelters shall be models(s): EC0512-C, EC0516, EC0518 as manufactured by Brasco International, Inc.

\subsection*{2.02 MATERIALS}
A. All extruded aluminum components shall be 6063 T 5 Custom aluminum extrusion, with recessed pockets to accept glazing and concealed connections..
B. Components shall be sized to comply with the load requirement for the project and shall not be less than the dimensions shown on the plan.

\subsection*{2.03 COLUMNS}
A. Rear columns shall be minimum \(4.5^{\prime \prime}\) dia. X 250 " wall thickness.
B. Front columns shall be minimum \(4.5^{\prime \prime}\) dia. \(\mathrm{X} .250^{\prime \prime}\) wall thickness.
C. Columns contain integral glazing pocket for gasket and \(3 / 8\) " wall glazing. The columns are trimmed with flush snap-in covers to conceal structural fasteners where glazing isn't captured.

\subsection*{2.04 HORIZONTAL BEAMS}
A. Horizontal header beam shall be minimum \(4.5^{\prime \prime}\) dia. x .250 wall thickness with integral glazing pockets.
B. Horizontal lower sill beams shall be minimum \(2.5^{\prime \prime}\) dia. \(x .125\) wall thickness with integral glazing pockets.
C. Beams shall be continuous welded to attachment sleeves.
2.05 ROOF
A. Roof shall be fully factory assembled.
C. Roof assembly will be field attached to columns with concealed fasteners.
D. Rafters shall be Flat Slope Design, minimum 3/8" thick aluminum with welded keyway for attachment to Beam.
E. Roof Glazing shall be \(1 / 8^{\prime \prime}\) Aluminum Sheet with a matching powder coat painted finish.

\subsection*{2.06 FASTENERS}
A. All fasteners shall be stainless steel, aluminum, or a combination of both. Zinc plated fasteners shall not be accepted.
B. Ground attachment anchors shall be sized to meet wind load requirements, and shall be Stainless Steel.
2.07 WALL PANELS
A. Wall panels shall be \(3 / 8\) " Clear Tempered Safety Glass. Glass shall be contained in to the gasketed integral pockets of the columns, header beam and sill beams.
2.08 FINISHES

All aluminum surfaces shall be Powder Coat Painted White Aluminum - RAL 9006.
2.09 OPTIONS
A. Eclipse Bench - see bench specification
B. Display Case - see display case specification
C. Solar Lighting Package - see separate specification
D. Lean Rail - see lean rail specification















\section*{Columbia Pike Segment C \& D - Procedure and Payment for Handling Contaminated Soil:}

Leaking underground fuel storage tanks have been observed in other segments of Columbia Pike. Analytical results for once such instance are provided as an attachment \({ }^{1}\). (See following pages)

It is possible that similarly contaminated soils are present within the project limits. If encountered, the Contractor shall:
1. Follow all applicable local, state and federal requirements.
2. Provide contaminated soils assessment.
a. Retain services of an environmental consultant with experience in remediation
b. Sample the material in question to ascertain suitability for onsite reuse.
c. Provide the County with the Environmental Consultant's recommendation(s) and assessment of reuse suitability.
3. Provide contaminated soils disposal as needed.
a. Dispose of any soils deemed not suitable for onsite reuse. Alternatives may include a landfill licensed to accept the material or a petroleum-impacted material thermal treatment facility.
b. Provide documentation to the County verifying (1) the material has been disposed of in accordance with local, state, and federal requirements; and (2) volumes of material disposed in tons.

\section*{Unit Cost:}
\begin{tabular}{|c|l|c|c|}
\hline Item Number & \multicolumn{1}{|c|}{ Description } & Units & Unit Cost \\
\hline SP-1 & Contaminated Soils Assessment & LS & \\
\hline SP-2 & Contaminated Soils Disposal as needed & TONS & \\
\hline
\end{tabular}

\footnotetext{
\({ }^{1}\) Analytical results for soil samples collected around 4110 Columbia Pike, issued by Maryland Spectral Services, and dated 02/27/2023
}

Allen Hofstetter
Petroleum Management, Inc.
1030 East Patapsco Ave.
Baltimore, MD 21225
RE: 4110 COLUMBIA PIKE

Enclosed are the results of analyses for samples received by the laboratory on 02/24/23 15:39.

Maryland Spectral Services, Inc. is a TNI 2009 Standard accredited laboratory and as such, all analyses performed at Maryland Spectral Services included in this report are 2009 TNI certified except as indicated at the end of this report. Please visit our website at www.mdspectral.com for a complete listing of our TNI 2009 Standard accreditations.

If you have any questions concerning this report, please feel free to contact me.
Sincerely,


Will Brewington
President

\section*{Analytical Results}

Project: \(\mathbf{4 1 1 0}\) COLUMBIA PIKE
Project Number: MILANI ARLINGTON ER
Project Manager: Allen Hofstetter

1500 Cato Center Dr Suite G
Baltimore MD 21227 410-247-7600 www.mdspectral.com

Reported:
02/27/23 14:34

Client Sample ID
Alternate Sample ID
D-COMP
Laboratory ID

3022438-01
Matrix
Date Sampled

Date Received
02/23/23 11:00

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

\section*{Will Brewington, President}

All analyses performed at Maryland Spectral Services included in the report are TNI certified except as indicated at the end of the report.

\section*{Analytical Results}

Project Number: MILANI ARLINGTON ER

\author{
Project Manager: Allen Hofstetter
}

\section*{D-COMP}

3022438-01 (Soil)
Sample Date: 02/23/23
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|}
\hline Analyte & Result & Notes & Units & \begin{tabular}{l}
Reporting \\
Limit (MRL)
\end{tabular} & \begin{tabular}{l}
Detection \\
Limit (LOD)
\end{tabular} & Dilution & Prepared & Analyzed & Analyst \\
\hline \multicolumn{10}{|l|}{Volatile Organics by EPA 8021B Prepared by 5030-GC} \\
\hline Benzene & ND & & ug/kg dry & 12.0 & 12.0 & 1 & 02/27/23 & 02/27/23 12:00 & RH \\
\hline Toluene & ND & & ug/kg dry & 12.0 & 12.0 & 1 & 02/27/23 & 02/27/23 12:00 & RH \\
\hline Ethylbenzene & 176 & & ug/kg dry & 12.0 & 12.0 & 1 & 02/27/23 & 02/27/23 12:00 & RH \\
\hline Xylenes, Total & 43.5 & & ug/kg dry & 24.0 & 24.0 & 1 & 02/27/23 & 02/27/23 12:00 & RH \\
\hline Surrogate: a,a,a-Trifluorotoluene & & & 85-115 & \(109 \%\) & 02/2 & & 02/27/23 12 & & \\
\hline \multicolumn{10}{|l|}{DIESEL RANGE ORGANICS BY EPA 3540/8015C Prepared by 3540-GC(Soxhlet)} \\
\hline Diesel-Range Organics (C10-C28) & 4820 & & \(\mathrm{mg} / \mathrm{kg}\) dry & 319 & 319 & 20 & 02/24/23 & 02/27/23 12:40 & EH \\
\hline Surrogate: o-Terphenyl & & & 70-130 & \% & 02/2 & & 02/27/23 12 & & S-01 \\
\hline
\end{tabular}

\section*{PERCENT SOLIDS BY ASTM D2216-05 Prepared by Percent Solids}
\begin{tabular}{llll} 
Percent Solids & \(\mathbf{8 3}\) & \(\%\) & 1
\end{tabular}

Will Brewington, President
All analyses performed at Maryland Spectral Services included in the report are TNI certified except as indicated at the end of the report.

\section*{Services Analytical Results}

Project: \(\mathbf{4 1 1 0}\) COLUMBIA PIKE
Project Number: MILANI ARLINGTON ER
Project Manager: Allen Hofstetter

1500 Cato Center Dr Suite G
Baltimore MD 21227
410-247-7600
www.mdspectral.com
Reported:
02/27/23 14:34

\section*{Notes and Definitions}
\begin{tabular}{ll} 
S-01 & \begin{tabular}{l} 
The surrogate recovery for this sample is not available due to sample dilution required from high analyse concentration and/or matrix \\
interference.
\end{tabular} \\
RE & \begin{tabular}{l} 
Sample reanalyses are done at the laboratory's discretion as a mechanism to improve data quality. Any client requested reanalysis will be identified \\
with a sample qualifier.
\end{tabular} \\
ND & \begin{tabular}{l} 
Analyte NOT DETECTED at or above the reporting limit
\end{tabular} \\
dry & Sample results reported on a dry weight basis \\
RFD & Relative Percent Difference
\end{tabular}

If this report contains any samples analyzed for gasoline range organics (GRO) by EPA Method 8015C and no trip blank was shipped, stored, and received with the samples) as required by Section 3.1 of the EPA Method, the sample analysis contained in this report cannot exclude the possibility that any reportable GRO measurement was due to environmental contamination of the sample during shipping or storage.

\section*{Will Brewington, President}

All analyses performed at Maryland Spectral Services included in the report are TNI certified except as indicated at the end of the report.
```


[^0]:    ${ }^{1}$ Analytical results for soil samples collected around 4110 Columbia Pike, issued by Maryland Spectral Services, and dated 02/27/2023

[^1]:    Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
    Project No.: DS40
    RPC\#: 32-001-027
    Address: 2200 Columbia Pike, Arlington, Virginia

[^2]:    Project: Columbia Pike, Segment D from S. Courthouse Road to S. Garfield Street (the "Project")
    Project No.: DS40
    RPC\#: 32-001-027
    Address: 2200 Columbia Pike, Arlington, Virginia

[^3]:    Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project \# DS40 (the "Project")
    RPC: 32001032
    Address: 2300 Columbia Pike, Arlington, Virginia

[^4]:    Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street - Project \# DS40 (the "Project")
    RPC: 32001033
    Address: 2310 Columbia Pike, Arlington, Virginia

[^5]:    Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street Project \# DS40 (the "Project")
    RPC: 32002001
    Address: 2500-2522 Columbia Pike, Arlington, VA

[^6]:    Project: Columbia Pike Multi Modal Segment D- S. Courthouse Rd. to S. Garfield Street Project \# DS40 (the "Project")
    RPC: 32002001
    Address: 2500-2522 Columbia Pike, Arlington, VA

[^7]:    Project: Columbia Pike Multi Modal Segment D- S., Courthouse Rd. to S. Garfield Street - Project \# DS40 (the "Project")
    RPC: 25-013-001
    Address: 2919 Columbia Pike, Arlington, Virginia

