



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of December 13, 2008

DATE: December 02, 2008.

SUBJECT: Authorization to Accept Deeds of Easement for Public Sidewalk, Utilities, and Storm Drainage Purposes Associated with the Department of Environmental Services Project NPD3 (“Project”) on Properties Located at 3200 4th Street North (RPC 19047010) and 3203 4th Street North (RPC 19044001) (“Properties”).

C. M. RECOMMENDATIONS:

1. Approve the attached two Deeds of Easement for Public Sidewalk, Utilities and Storm Drainage Purposes on the Properties (“Deeds”).
2. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, or his designee, to accept the Deeds, on behalf of the County Board, subject to approval thereof, as to form by the County Attorney.

ISSUE: The County Board is being asked to accept the Deeds offering easements to the County in furtherance of the Project. No issue has been identified.

SUMMARY: This is a request for the County Board’s approval and authorization to accept the two Deeds, attached to this Report as Exhibits 1 and 2, on behalf of the County Board. Approval and authorization to accept the Deeds will allow for the construction and maintenance of sidewalk, utilities and storm drainage infrastructure on portions of the Properties.

BACKGROUND: The Project is being sponsored as part of the WalkArlington Program and has been designed to increase pedestrian safety, reduce travel speeds and to improve County infrastructure along North Irving Street, between 2nd Road North and North Pershing Drive in the Ashton Heights neighborhood. The Project includes: the construction of a new four foot wide concrete sidewalk, curb and gutter, a traffic circle, speed cushions, a gateway at Pershing Drive, the installation of a storm water drainage system, and reconstruction of County utility lines. This Project will complete the phased construction of a traffic calming project from Arlington Boulevard to Pershing Drive that was approved by the County Board in July 2004. The earlier phase of construction of the traffic calming project extended from 2nd Street North to Arlington Boulevard and was constructed in 2005.

County Manager: _____

County Attorney: _____

Staff: Kevin Connolly, DES, Real Estate Bureau

DISCUSSION: Completion of the Project will entail the installation of a storm drainage system to help address drainage issues, a new water line servicing 4th Road, and an Americans with Disabilities Act (“ADA”) compliant public sidewalk along North Irving Street between 2nd Road North and North Pershing Drive. Completion of the Project necessitates that certain County improvements are constructed and maintained on portions of the Properties in the areas shown on the vicinity map attached hereto as Exhibit 3. The Properties are located at the intersection of North Irving Street and 4th Street North (“Streets”). The County improvements to be constructed and maintained on portions of the Properties are to be constructed along the Properties frontages on both Streets. Approval and authorization to accept the Deeds would result in the conveyance of two permanent easements to the County, thereby granting the County with the necessary permission to construct and maintain the County improvements on the Properties.

FISCAL IMPACT: Because the easements will be conveyed to the County Board for nominal consideration, no significant fiscal impact related to the acquisition of the easement is expected.

DEED OF EASEMENT

This DEED OF EASEMENT is made this 11 day of AUG, 2008, by **JUSTIN WICKENS and JANE HILDY WICKENS** ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

DHW

For and in consideration of the sum of ten (10) dollars and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **twenty five (25)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled **"Plat Showing Easement Acquired for Public Sidewalk, Utilities and Storm Drainage Purposes on Lot 640, Ashton Heights, D.B. 177, PG. 381, Arlington County, Virginia"** which plat was approved on **July 8, 2008**, by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantors by deed dated **July 24, 2003**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **3555** at Page **1511**, and more particularly described therein as **"ALL OF LOT 640, ASHTON HEIGHTS, AS THE SAME APPEARS DULY DEDICATED, PLATTED AND RECORDED IN DEED BOOK 177, PAGE 381 AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA"** (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, 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, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

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

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

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset, or replace with nursery

Project: N. Irving Street- 2nd Road N. to Pershing Dr. - Project # NPD3 (the "Project")
RPC: 19044001
Address: 3203 4th Street North, Arlington, Virginia

stock, all damaged or destroyed trees, plants, shrubbery, and hedges adjacent to the Easement Area; and 4) guarantee reset plants for one year against damage from the construction, and nursery stock for one year 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 of Easement 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 of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

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

WITNESS the following signature(s):

GRANTOR: [Signature]
JUSTIN WICKENS
State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 11 day of Aug, 2008, by **Justin Wickens**, Grantor.

Notary Public: Emma Martinez
My Commission expires: 8/31/11



GRANTOR: [Signature]
JANE HILDT WICKENS
State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 11 day of Aug, 2008, by **Jane Hildt Wickens**, Grantor.

Notary Public: Emma Martinez
My Commission expires: 8/31/11



Project: N. Irving Street- 2nd Road N. to Pershing Dr. - Project # NPD3 (the "Project")
RPC: 19044001
Address: 3203 4th Street North, Arlington, Virginia

GRANTEE:

Accepted this _____ day of _____, 200__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 200__.

By: _____
For the County Board of Arlington County, Virginia

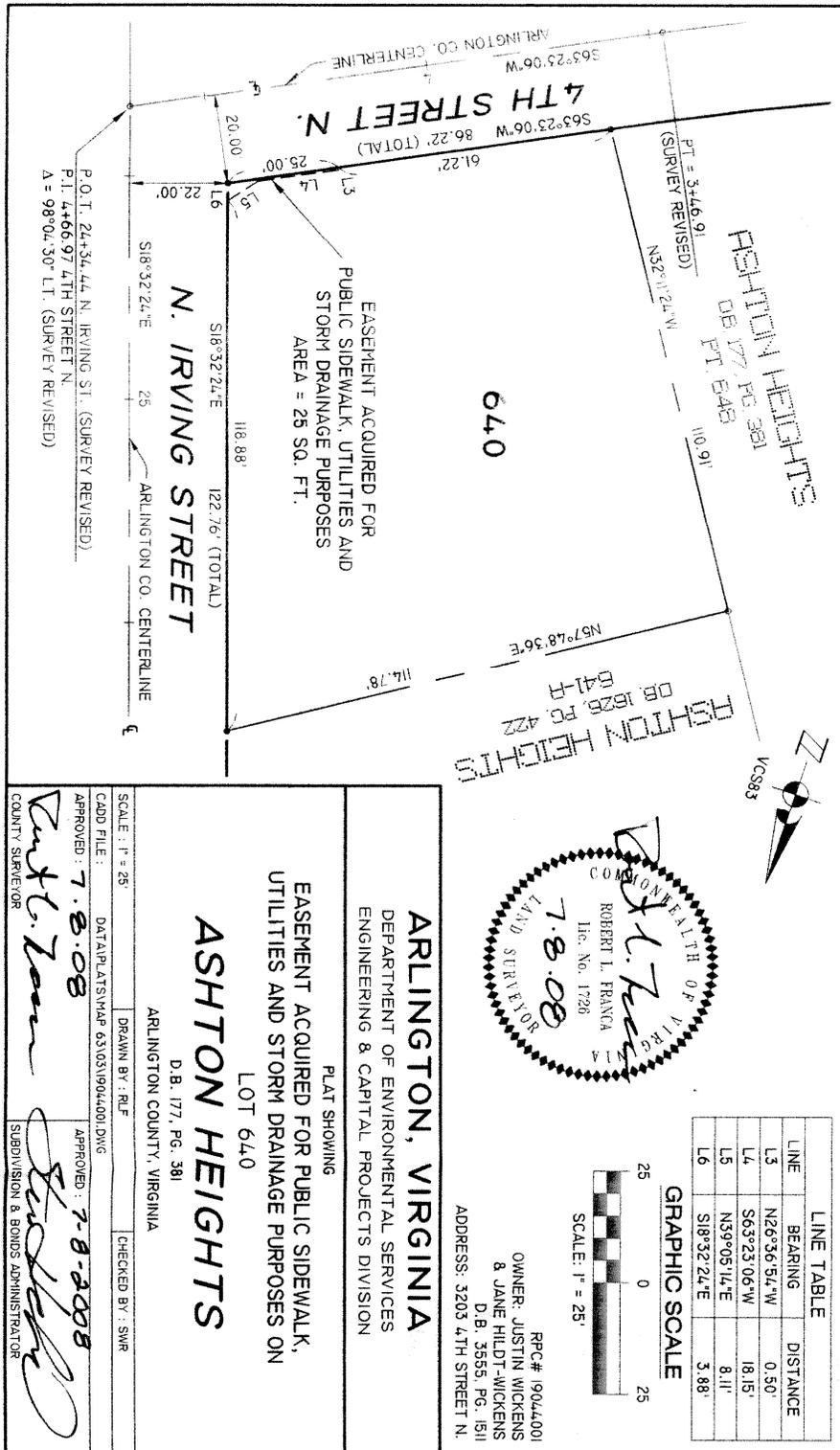
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 200__.

Notary Public _____
My Commission expires: _____

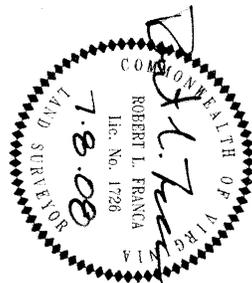
APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Project: N. Irving Street- 2nd Road N. to Pershing Dr. - Project # NPD3 (the "Project")
RPC: 19044001
Address: 3203 4th Street North, Arlington, Virginia



ASHTON HEIGHTS
 DB 177 PG 381
 P.T. 648
 N32°11'24"W
 110.91'

ASHTON HEIGHTS
 DB 1828 PG 422
 B-41-H
 N57°48'36"E
 114.78'



LINE TABLE		
LINE	BEARING	DISTANCE
L3	N26°36'54"W	0.50'
L4	S63°23'06"W	18.15'
L5	N59°05'14"E	8.11'
L6	S18°32'24"E	3.88'



PRC# 1904L001
 OWNER: JUSTIN WICKENS
 & JANE HILDT-WICKENS
 D.B. 3555, PG. 1511
 ADDRESS: 3203 4TH STREET N.

ARLINGTON, VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL SERVICES
 ENGINEERING & CAPITAL PROJECTS DIVISION

PLAT SHOWING
 EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
 UTILITIES AND STORM DRAINAGE PURPOSES ON

LOT 640
ASHTON HEIGHTS
 ARLINGTON COUNTY, VIRGINIA

D.B. 177, PG. 381

SCALE: 1" = 25'

CADD FILE: DATA\PLAT\SYM\MAP 631031904L001.DWG

DRAWN BY: RLF

CHECKED BY: SMR

APPROVED: 7-8-08

APPROVED: 7-8-2008

SUBDIVISION & BONDS ADMINISTRATOR

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____day of _____, 200__, by **MARTIN A. SECREST and MOIRA M. SECREST** ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

For and in consideration of the sum of ten (10) dollars and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk at no higher than 6" above grade and at any depth below grade upon and across **two hundred fourteen (214)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Public Sidewalk, Utilities and Storm Drainage Purposes on Part of Lot 650 Ashton Heights, D.B. 117, PG. 381, Arlington County, Virginia**" which plat was approved on **October 4, 2007** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantors by deed dated **September 21, 1999**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **3013** at Page **1385**, and more particularly described therein as "**THE EAST 99.0 FEET BY THE FULL WIDTH OF LOT 650, OF THE SUBDIVISION OF ASHTON HEIGHTS, AS THE SAME APPEARS DULY DEDICATED, PLATTED AND RECORDED IN DEED BOOK 177 AT PAGE 381, ET SEQ., OF THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT AN IRON PIPE IN THE WEST LINE OF N. IRVING STREET, FORMERLY CLARENDON AVENUE, SAID PIPE MARKING A COMMON CORNER TO LOTS 649 AND 650 OF THE SAID SUBDIVISION, THENCE WITH THE LINE DIVIDING SAID LOTS 649 AND 650, S. 77 DEGREES 24 MINUTES 30 SECONDS WEST 99.0 FT. TO A PIPE; THENCE THROUGH SAID LOT 650, N. 12 DEGREES 35 MINUTES 30 SECONDS WEST 77.12 FT. TO A PIPE IN THE SOUTH LINE OF 4TH STREET NORTH, FORMERLY PARK AVENUE; THENCE WITH SAID STREET LINE, A CURVE TO THE LEFT, HAVING A RADIUS OF 661.57 FEET, THE CHORD OF WHICH BEARS, N. 69 DEGREES 33 MINUTES E. 5.0 FT. TO A POINT IN SAID STREET LINE; THENCE CONTINUING WITH SAID STREET LINE, N. 69 DEGREES 20 MINUTES E. 95.0 FT. TO THE NORTHEAST CORNER OF SAID LOT 650; THENCE WITH THE EAST LINE OF SAID LOT 650, S. 12 DEGREES 35 MINUTES 30 SECONDS E. 91.15 FEET TO THE BEGINNING" (the "Property"), together with the right of Grantee upon prior notice to Grantors to construct, maintain, repair, reconstruct, replace and/or remove at no cost to the Grantors public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, 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, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm

drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

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

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

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges adjacent to the Easement Area; and 4) guarantee reset plants for one year against damage from the construction, and nursery stock for one year from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee and Grantee shall bear all costs arising in connection with the construction and maintenance thereof. Any claims or lawsuits arising from Grantee's liability caused by Grantee's construction, maintenance, repair, reconstruction, replacement and/or removal of public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, shall be resolved in accordance with Arlington County insurance. The Arlington County self insurance policy currently provides for general and automobile liability exposure up to One Million Dollars (\$1,000,000) and the Arlington County umbrella liability policy currently provides for liability exposure up to Ten Million Dollars (\$10,000,000) Grantor shall bear no liability whatsoever for any claims, lawsuits, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses (jointly "Claims") of whatever kind arising out of, or in any way related to the Easement, including the construction, maintenance or use of the sidewalk, utilities or storm drainage facilities, provided that such claims do not arise, in whole or in part, from Grantor's negligent or intentional acts or omissions.. 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 of Easement 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 of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

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

WITNESS the following signature(s):

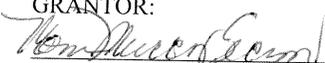
[Signatures appear on the following pages]

GRANTOR:

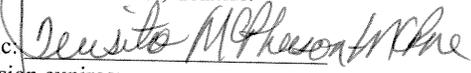
MARTIN A. SECREST
State: Washington, DC
County: _____

The foregoing instrument was acknowledged before me on this 13th day of November 2008, by **Martin A. Secrest**, Grantor.

Notary Public: 
My Commission expires: _____
Teresita McPherson-McRae
Notary Public, District of Columbia
My Commission Expires 1/31/2012

GRANTOR:

MOIRA M. SECREST
State: Washington, DC
County: _____

The foregoing instrument was acknowledged before me on this 13th day of November 2008, by **Moira M. Secrest**, Grantor.

Notary Public: 
My Commission expires: _____

Teresita McPherson-McRae
Notary Public, District of Columbia
My Commission Expires 1/31/2012

GRANTEE:

Accepted this _____ day of _____, 200__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 200__.

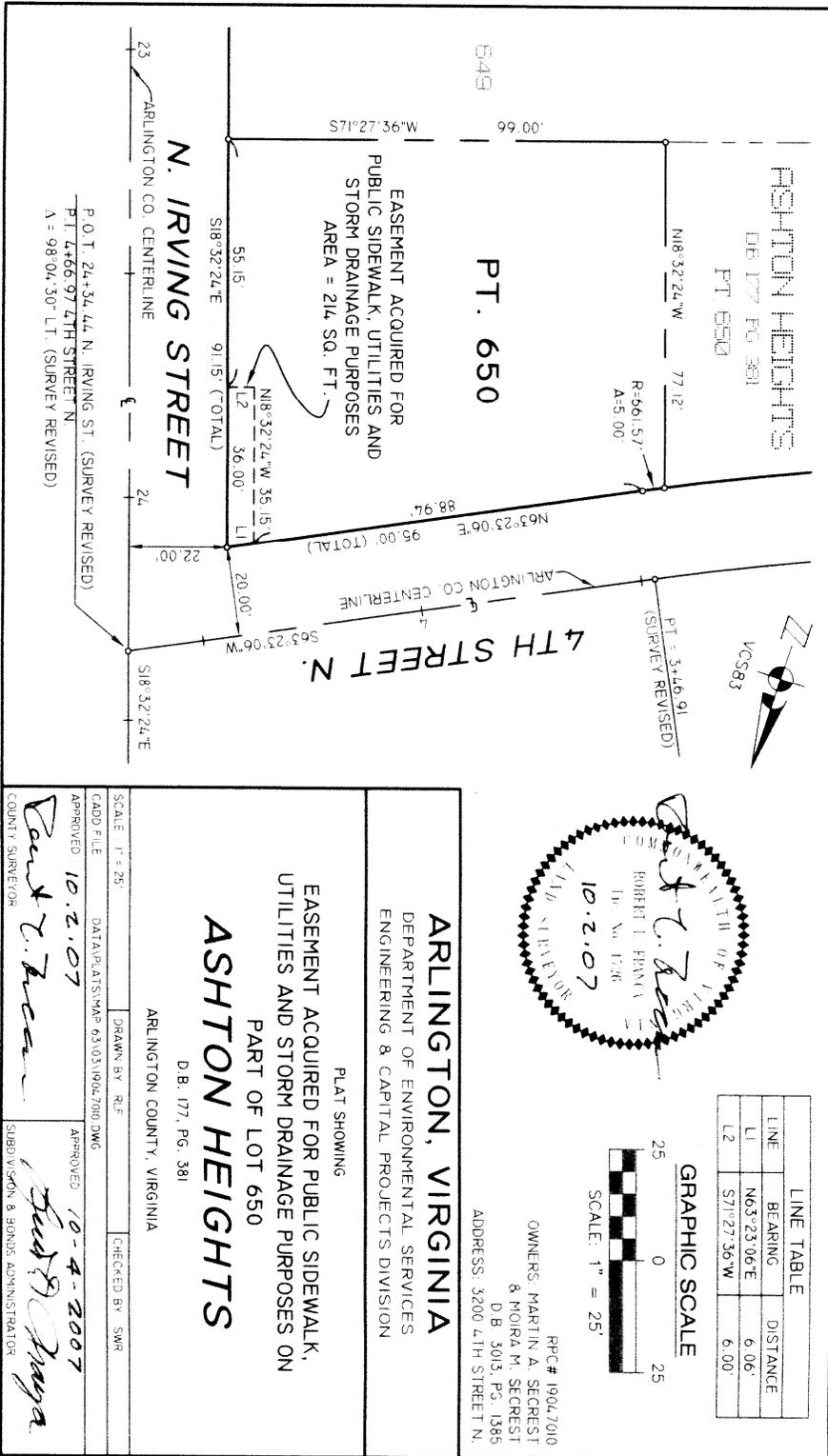
By: _____
For the County Board of Arlington County, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 200__.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY



ASHTON HEIGHTS

DB 177 PG 381
PT 650

PT. 650



LINE	BEARING	DISTANCE
L1	N63°23'06"E	6.06'
L2	S71°27'36"W	6.00'

GRAPHIC SCALE



PG# 1904.7010
OWNERS: MARTIN A. SECREST
& MOIRA M. SECREST
D.B. 5013, PG. 1385
ADDRESS: 3200 4TH STREET N.

ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING & CAPITAL PROJECTS DIVISION

PLAT SHOWING
EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
UTILITIES AND STORM DRAINAGE PURPOSES ON
PART OF LOT 650
ASHTON HEIGHTS
D.B. 177, PG. 381
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'	DRAWN BY: RLF	CHECKED BY: SWR
CADD FILE: DATA\PLATS\MAP 65.03.0904.7010.DWG	APPROVED: 10-2-07	APPROVED: 10-4-2007
COUNTY SURVEYOR: <i>David T. Rocco</i>	SUBDIVISION & ZONING ADMINISTRATOR: <i>Shirley A. Chappas</i>	

VICINITY MAP SHOWING LOCATION OF THE EASEMENT AREAS IN WHICH THE COUNTY IMPROVEMENTS ARE TO BE CONSTRUCTED AND MAINTAINED

