



## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of March 14, 2009

**DATE:** February 17, 2009.

**SUBJECT:** Authorization to Accept a Deed of Easement and a Deed of Temporary Easement and Construction Agreement (“Deeds”) for the Department of Environmental Services Project on the Property Located at 2031 North Woodrow St. (RPC 07010001).

#### **C. M. RECOMMENDATION:**

1. Approve the attached Deed of Easement between Lorcom Arms Limited Partnership (the “Owner”) and the County Board of Arlington County, Virginia, for the acquisition of a permanent easement on a portion of the property located at 2031 North Woodrow St. (the “Property”), RPC 07010001; and
2. Approve the attached Deed of Temporary Easement and Construction Agreement between the Owner and the County Board of Arlington County, Virginia, for the acquisition of a temporary construction easement on a portion of the Property; and
3. Authorize the County Manager, or his designee, to accept, on behalf of the County Board, the Deed of Easement, attached hereto as Exhibit 1, for a permanent easement on a portion of the Property, subject to approval as to form of all the documents by the County Attorney; and
4. Authorize the County Manager, or his designee, to accept, on behalf of the County Board, the Deed of Temporary Easement and Construction Agreement, attached hereto as Exhibit 2, for a temporary construction easement on portions of the Property, subject to approval as to form of all the documents by the County Attorney; and,
5. Authorize the County Manager, or his designee, to subordinate, on behalf of the County Board, the County’s mortgage lien on the Property so that the proposed easements may be donated to the County without evoking payment in full demand of the County’s mortgage loan.

**ISSUE:** Deeds conveying property to the County Board must be accepted by, or on behalf of, the County Board, in order to be valid; and subordination of the County’s mortgage lien to the proposed easement donations is required for the mortgage loan agreement to remain in effect on the remainder part of the Owner’s Property.

County Manager: \_\_\_\_\_

County Attorney: \_\_\_\_\_

Staff: Troy Harris, DES, Real Estate Bureau

**SUMMARY:** This is a request for the County Board's approval of the Deeds, and acceptance of the Deeds, required for the Neighborhood Conservation project know as "North Woodrow Street from Glebe Road to Lee Highway" (the "Project"). This Project was approved by the Neighborhood Conservation Advisory Committee on December 13, 2007, and approved by the County Board on February 23, 2008. This Project provides for the construction of public sidewalk and street lights along North Woodrow Street and intersection improvements at 20<sup>th</sup> Road North. The Deeds would provide permanent and temporary areas across a portion of the Property for the proposed construction of public sidewalk and curb and gutter at the intersection of North Woodrow Street and 20<sup>th</sup> Road North.

**BACKGROUND:** The Owner has signed the attached Deeds for County Board acceptance. The Deeds would convey, to the County Board, a permanent easement area of 29 square feet and a temporary construction easement area of 78 square feet. The permanent easement area would be for the use of public sidewalk. The temporary construction easement area would be used for completion of the proposed public sidewalk.

Vicinity maps showing the Property and the locations of the easement areas are found in Exhibits 4 and 5. The plat showing the permanent easement area on the Property is found in the Deed of Easement in Exhibit 1. The plan showing the temporary easement area on the Property is found in the Deed of Temporary Easement and Construction Agreement in Exhibit 2. The plat and plan, referred to above, are more particularly described, as follows, below:

- Plat Entitled "Plat Showing Easement Acquired for Public Sidewalk, Utilities and Storm Drainage Purposes on Lot 29, Section II, Lee Heights, D.B. 255, PG. 3, Arlington County, Virginia" approved September 18, 2008 – Project Nos. 316.72301.C0B.0000/N459 – RPC No. 07010001 – 2031 N. Woodrow Street.
- Temporary Easement Plan entitled "Partial Plan View of Temporary Construction Easement Plan, N. Woodrow Street from Glebe Road to Lee Highway," dated September 29, 2008.

**DISCUSSION:** In order to permit the conveyances of the Deeds, the County will be required to consent to the conveyance and subordination of an existing Deed of Trust. The County is the beneficiary of a Deed of Trust encumbering the subject Property. The Deed of Trust secures a 30 year mortgage loan between the Owner and County, with an original principal sum of \$803,000.000, which is due May 1, 2031. The Owner received the mortgage loan for the purpose of acquiring and renovating the Property as an affordable housing development. In the event of a full or partial conveyance of the encumbered Property, the County must provide its written consent, or the loan debt is immediately callable, due and payable in full. The County's written consent may occur simultaneously with acceptance of the Deeds by the County Manager. Designated signature areas are on each of the Deeds for subordination of the mortgage loan and acceptance of the Deeds. The Deed of Trust, which secures the mortgage loan and encumbers the Property, is attached hereto as Exhibit 3.

Upon acceptance of the Deeds, and subordination of the existing mortgage loan, the County may complete the construction of the Project and retain the mortgage loan agreement with the Owner. The result of the completed Project would improve vehicular and pedestrian safety along North Woodrow Street. Street improvements to North Woodrow Street from Glebe Road to Lee Highway would include:

- Imprinted-red, street gateways at the intersections of Glebe Road, 20<sup>th</sup> Road North, and Lee Highway
- Corner nubs with low-height plants, where space allows, at 20<sup>th</sup> Road North and 20<sup>th</sup> Place North
- Two mid-block speed cushions between Glebe Road and 20<sup>th</sup> Road North
- Installation of Carlyle-style, street lights from Glebe Road to 20<sup>th</sup> Road North
- Delineation of the current roadside parking lane with white-strip from Glebe Road to 20<sup>th</sup> Road North

The proposed intersection construction at North Woodrow Street and 20<sup>th</sup> Road North would provide new public sidewalk, new pedestrian crossings, and newly nubbed corners.

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

<b>Grantee:</b>	<b>County Board of Arlington County, Virginia</b> 2100 Clarendon Boulevard, 3rd Floor Arlington, Virginia 22201	<b>Return to: Real Estate Bureau Chief</b> 2100 Clarendon Blvd, 9 <sup>th</sup> Floor Arlington, Virginia 22201
<b>RPC #:</b>	07010001	
<b>Consideration:</b>	\$0.00	

This instrument is exempt from recordation tax pursuant to §58.1-811 A.3 of the Code of Virginia

**DEED OF EASEMENT**

This DEED OF EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by **LORCOM ARMS LIMITED PARTNERSHIP**, a Virginia Limited Partnership ("**Grantor**"), **VIRGINIA HOUSING DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**VHDA**"), **J. JUDSON McKELLAR, JR.**, and **DONALD L. RITENOUR**, TRUSTEES, either of whom may act ("**VHDA Trustees**"), **VIRGINIA HOUSING PARTNERSHIP REVOLVING FUND** ("**VHPRF**"), **J. JUDSON McKELLAR, JR.**, and **DONALD L. RITENOUR**, TRUSTEES ("**VHPRF Trustees**"), **UNITED BANK** ("**UB**"), **R. SCOTT RITTER** and **KENDAL E. CARSON**, TRUSTEES, either of whom may act ("**UB Trustees**"), **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** ("**County**"), **CAROL McCOSKRIE** and **PETER H. MAIER**, TRUSTEES, either of whom may act ("**County Trustees**"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**Grantee**").

**RECITALS:**

**R-1:** The Grantor is the owner of those parcels of real estate described herein, situated in Arlington County, Virginia, conveyed by a deed from Arlington Partnership for Affordable Housing, Inc., a Virginia non-stock corporation ("**APAH**") by Deed of Conveyance dated November 13, 2000, and recorded in Deed Book 3097, at Page 1126, among the land records of Arlington County, Virginia.

**R-2:** Whereas, the County provided a loan to APAH in the principal sum of \$803,000.00, which is secured by a Deed of Trust dated April 7, 2000, recorded in Deed Book 3051, at Page 1712, and assumed by the Grantor in Deed Book 3097, at Page 1149, and amended in Deed Book 3247, at Page 445, and subordinated by Subordination Agreement in Deed Book 3530, at Page 336 ("**First Deed of Trust**").

**R-3:** Whereas, UB provided a loan to the Grantor in the original maximum principal sum of \$2,700,000.00, which is evidenced by a Credit Line Deed of Trust dated January 18, 2002, and recorded in Deed Book 3247, at Page 421, and amended in Deed Book 3476, at Page 343, and subordinated by Subordination Agreement in Deed Book 3530, at Page 336 ("**Second Deed of Trust**").

**R-4:** Whereas, VHDA has provided a loan to the Grantor in the principal sum of \$750,000, which is secured by a Deed of Trust dated June 18, 2003, and recorded in Deed Book 3530, at Page 313 ("**Third Deed of Trust**").

1

<b>Project:</b>	North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the "Project")
<b>RPC:</b>	07010001
<b>Address:</b>	2031 North Woodrow Street, Arlington County, Virginia

VI

**R-5:** Whereas, VHPRF has provided a loan to the Grantor in the principal sum of \$1,100,000.00, which is secured by a Deed of Trust dated June 18, 2003, and recorded in Deed Book 3530, at Page 326 ("Fourth Deed of Trust").

**WITNESSETH:**

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, 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 over, under, upon and across **Twenty-nine (29)** 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 29, Section II, Lee Heights, D.B. 255, PG. 3, Arlington County, Virginia**" which plat was approved on **September 18, 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 Grantor by deed dated **November 13, 2000**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **3097** at Page **1126**, and more particularly described therein as "**ALL of Lots 25 to 35, both inclusive, Section 11, Lee Heights, as the same is duly dedicated, platted and recorded among the Land Records of Arlington County, Virginia, in Deed Book 255 at page 3**" (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.

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 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 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 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

2

Project: North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the "Project")  
 RPC: 07010001  
 Address: 2031 North Woodrow Street, Arlington County, Virginia

V1

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:**

**LORCOM ARMS LIMITED PARTNERSHIP**, a Virginia limited partnership

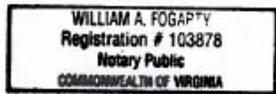
By: Lorcom Arms Development Corporation,  
its general partner

By: *Carol Settles*  
Name: Carol Settles  
Title: President

STATE: VIRGINIA,  
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 20 day of NOVEMBER, 2008, by CAROL SETTLES, PRESIDENT of Lorcom Arms Development Corporation, general partner of **Lorcom Arms Limited Partnership**, a Virginia limited partnership, Grantor.

Notary Public: *William A. Fogarty*  
My Commission Expires: 7-3-13



Project: North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

**SUBORDINATION (FIRST DEED OF TRUST)**

In Consideration of the sum of One Dollar (\$ 1.00), the receipt and sufficiency of which are hereby acknowledged, the Trustee(s) and Noteholder under a certain Deed of Trust, dated April 7, 2000, recorded April 14, 2000, in Deed Book 3051 at Page 1712, and assumed, amended, and subordinated, respectively, in Deed Book 3097 at Page 1149, Deed Book 3247 at Page 445, and Deed Book 3530 at Page 336, respectively, in the Land Records of Arlington County Circuit Court, unite herein for the purpose of consenting to this Deed of Easement and the conveyance of the Grantor, and to make the Deed of Trust subject to the Easement, and to subordinate the lien of the Deed of Trust to the Easement, but such Easement shall not be construed to limit or impair any other rights of the Trustee(s) and Beneficiary by virtue of such Deed of Trust.

Beneficiary hereby acknowledges and agrees to the Subordination Section set forth above on the First Deed of Trust.

**NOTEHOLDER:**

**COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, Noteholder

By: \_\_\_\_\_  
Name: Ron Carlee  
Title: County Manager

STATE: Virginia,  
COUNTY: Arlington:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, \_\_\_\_\_ of **Arlington County, Virginia**, Noteholder.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Project: North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 4 of this Agreement.

**TRUSTEE:**

CAROL McCOSKRIE, TRUSTEE,  
UNDER DEED OF TRUST, DATED APRIL 7, 2000,  
FOR THE BENEFIT OF COUNTY BOARD OF  
ARLINGTON COUNTY, VIRGINIA

\_\_\_\_\_  
**CAROL McCOSKRIE, TRUSTEE**

STATE: Virginia,  
COUNTY: Arlington:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by **Carol McCoskrie, Trustee.**

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Project: North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the “Project”)  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 4 of this Agreement.

**TRUSTEE:**

PETER H. MAIER, TRUSTEE,  
UNDER DEED OF TRUST, DATED APRIL 7, 2000,  
FOR THE BENEFIT OF COUNTY BOARD OF  
ARLINGTON COUNTY VIRGINIA

\_\_\_\_\_  
**PETER H. MAIER, TRUSTEE**

STATE: Virginia,  
COUNTY: Arlington:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by **Peter H. Maier, Trustee.**

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Project: North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

**SUBORDINATION (SECOND DEED OF TRUST)**

In Consideration of the sum of One Dollar (\$ 1.00), the receipt and sufficiency of which are hereby acknowledged, the Trustee(s) and Noteholder under a certain Credit Line Deed of Trust, dated January 18, 2002, recorded January 22, 2002, in Deed Book 3247 at Page 421, amended and subordinated, respectively, in Deed Book 3476 at Page 343 and Deed Book 3530 at Page 336, respectively, in the Land Records of Arlington County Circuit Court, unite herein for the purpose of consenting to this Deed of Easement and the conveyance of the Grantor, and to make the Deed of Trust subject to the Easement, and to subordinate the lien of the Deed of Trust to the Easement, but such Easement shall not be construed to limit or impair any other rights of the Trustee(s) and Beneficiary by virtue of such Credit Line Deed of Trust.

Beneficiary hereby acknowledges and agrees to the Subordination Section set forth above on the Second Deed of Trust.

**NOTEHOLDER:**

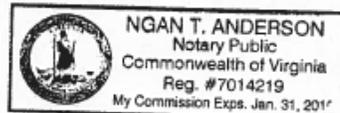
**UNITED BANK, Noteholder**

By: \_\_\_\_\_  
Name: Robert C. Lauta  
Title: Vice President

STATE: Virginia  
COUNTY: Fairfax

The foregoing instrument was acknowledged before me on this 27 day of January, 2009, by Robert C. Lauta, Vice President of United Bank, Noteholder.

Notary Public: \_\_\_\_\_  
My Commission Expires: Jan. 31, 2010

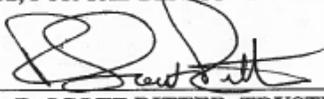


Project: North Woodrow Street from Glebe Road to Lee Highway-- Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 7 of this Agreement.

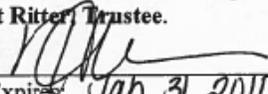
**TRUSTEE:**

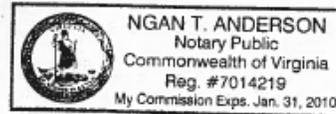
R. SCOTT RITTER, TRUSTEE, UNDER A CREDIT LINE DEED OF TRUST, DATED JANUARY 18, 2002, FOR THE BENEFIT OF UNITED BANK

  
\_\_\_\_\_  
R. SCOTT RITTER, TRUSTEE

STATE: Virginia  
COUNTY: Fairfax

The foregoing instrument was acknowledged before me on this 27 day of January, 2009, by R. Scott Ritter Trustee.

Notary Public:   
My Commission Expires: Jan. 31, 2010



Project: North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 7 of this Agreement.

**TRUSTEE:**

KENDAL E. CARSON, TRUSTEE, UNDER A  
CREDIT LINE DEED OF TRUST, DATED  
JANUARY 18, 2002, FOR THE BENEFIT OF  
UNITED BANK

\_\_\_\_\_  
KENDAL E. CARSON, TRUSTEE

STATE: \_\_\_\_\_,  
COUNTY: \_\_\_\_\_:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by **Kendal E. Carson, Trustee.**

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Project: North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

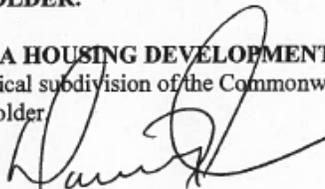
**SUBORDINATION (THIRD DEED OF TRUST)**

In Consideration of the sum of One Dollar (\$ 1.00), the receipt and sufficiency of which are hereby acknowledged, the Trustee(s) and Noteholder under a certain Deed of Trust, dated June 18, 2003, recorded June 20, 2003, in Deed Book 3530 at Page 313, in the Land Records of Arlington County Circuit Court, unite herein for the purpose of consenting to this Deed of Easement and the conveyance of the Grantor, and to make the Deed of Trust subject to the Easement, and to subordinate the lien of the Deed of Trust to the Easement, but such Easement shall not be construed to limit or impair any other rights of the Trustee(s) and Beneficiary by virtue of such Deed of Trust.

Beneficiary hereby acknowledges and agrees to the Subordination Section set forth above on the Third Deed of Trust.

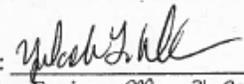
**NOTEHOLDER:**

**VIRGINIA HOUSING DEVELOPMENT AUTHORITY,**  
a political subdivision of the Commonwealth of Virginia,  
Noteholder

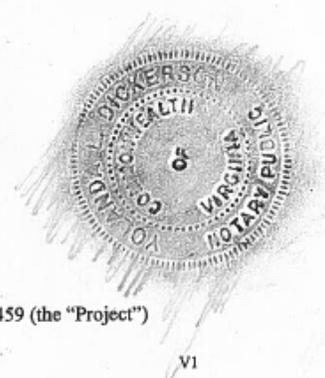
By:   
Name: Donald L. Ritenour  
Title: Managing Director of Development

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2009, by Donald L. Ritenour, Managing Director of Development of Virginia Housing Development Authority, a political subdivision of the Commonwealth of Virginia, Noteholder.

Notary Public:   
My Commission Expires: May 31, 2011

Registration # 272472

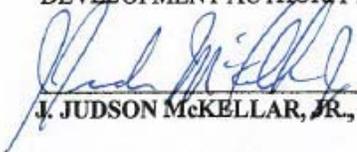


Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 10 of this Agreement.

**TRUSTEE:**

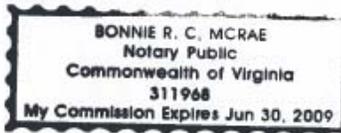
J. JUDSON McKELLAR, JR., TRUSTEE,  
UNDER DEED OF TRUST, DATED JUNE 18, 2003,  
FOR THE BENEFIT OF THE VIRGINIA HOUSING  
DEVELOPMENT AUTHORITY

  
J. JUDSON McKELLAR, JR., TRUSTEE

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this <sup>20<sup>th</sup></sup> day of January 2009, by J. Judson McKellar, Jr., Trustee.

Notary Public: Bonnie R. C. McRae  
My Commission Expires: \_\_\_\_\_



Project: North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the “Project”)  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 10 of this Agreement.

**TRUSTEE:**

DONALD L. RITENOUR, TRUSTEE,  
UNDER DEED OF TRUST DATED JUNE 18, 2003,  
FOR THE BENEFIT OF THE VIRGINIA HOUSING  
DEVELOPMENT AUTHORITY



**DONALD L. RITENOUR, TRUSTEE**

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2009, by **Donald L. Ritenour, Trustee.**

Notary Public: *[Signature]*  
My Commission Expires: May 31, 2011

Registration # 272472



Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

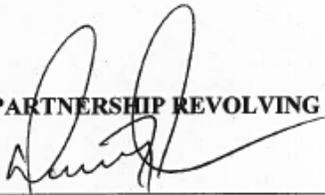
**SUBORDINATION (FOURTH DEED OF TRUST)**

In Consideration of the sum of One Dollar (\$ 1.00), the receipt and sufficiency of which are hereby acknowledged, the Trustee(s) and Noteholder under a certain Deed of Trust, dated June 18, 2003, recorded June 20, 2003, in Deed Book 3530 at Page 326 in the Land Records of Arlington County Circuit Court, unite herein for the purpose of consenting to this Deed of Easement and the conveyance of the Grantor, and to make the Deed of Trust subject to the Easement, and to subordinate the lien of the Deed of Trust to the Easement, but such Easement shall not be construed to limit or impair any other rights of the Trustee(s) and Beneficiary by virtue of such Deed of Trust.

Beneficiary hereby acknowledges and agrees to the Subordination Section set forth above on the Fourth Deed of Trust.

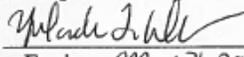
**NOTEHOLDER:**

**VIRGINIA HOUSING PARTNERSHIP REVOLVING FUND**, Noteholder.

By:   
Name: Donald L. Ritenour  
Title: Managing Director of Development

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2009, by Donald L. Ritenour, Managing Director of Development of the **Virginia Housing Partnership Revolving Fund**, Noteholder.

Notary Public:   
My Commission Expires: May 31, 2011

*Instrument # 272472*

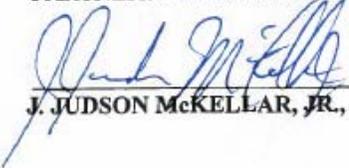


Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 13 of this Agreement.

**TRUSTEE:**

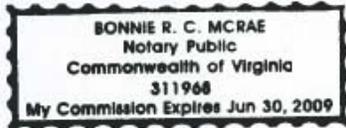
J. JUDSON McKELLAR, JR., TRUSTEE,  
UNDER DEED OF TRUST, DATED JUNE 18, 2003,  
FOR THE BENEFIT OF VIRGINIA HOUSING  
PARTNERSHIP REVOLVING FUND

  
\_\_\_\_\_  
J. JUDSON McKELLAR, JR., TRUSTEE

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 26<sup>th</sup> day of January  
2009, by J. Judson McKellar, Jr., Trustee.

Notary Public: Bonnie R. C. McRae  
My Commission Expires: \_\_\_\_\_

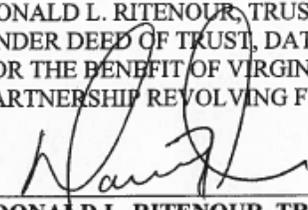


Project: North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 13 of this Agreement.

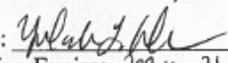
**TRUSTEE:**

DONALD L. RITENOUR, TRUSTEE,  
UNDER DEED OF TRUST, DATED JUNE 18, 2003,  
FOR THE BENEFIT OF VIRGINIA HOUSING  
PARTNERSHIP REVOLVING FUND

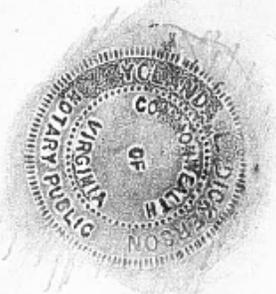
  
\_\_\_\_\_  
DONALD L. RITENOUR, TRUSTEE

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2009, by **Donald L. Ritenour, Trustee.**

Notary Public:   
My Commission Expires: May 31, 2011

instrument # 272472



Project: North Woodrow Street from Glebe Road to Lee Highway-- Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

GRANTEE:

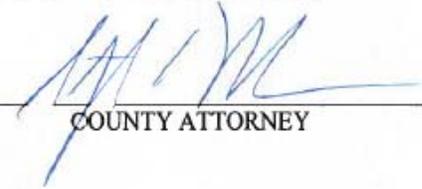
Accepted this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_  
For the County Board of Arlington County, Virginia

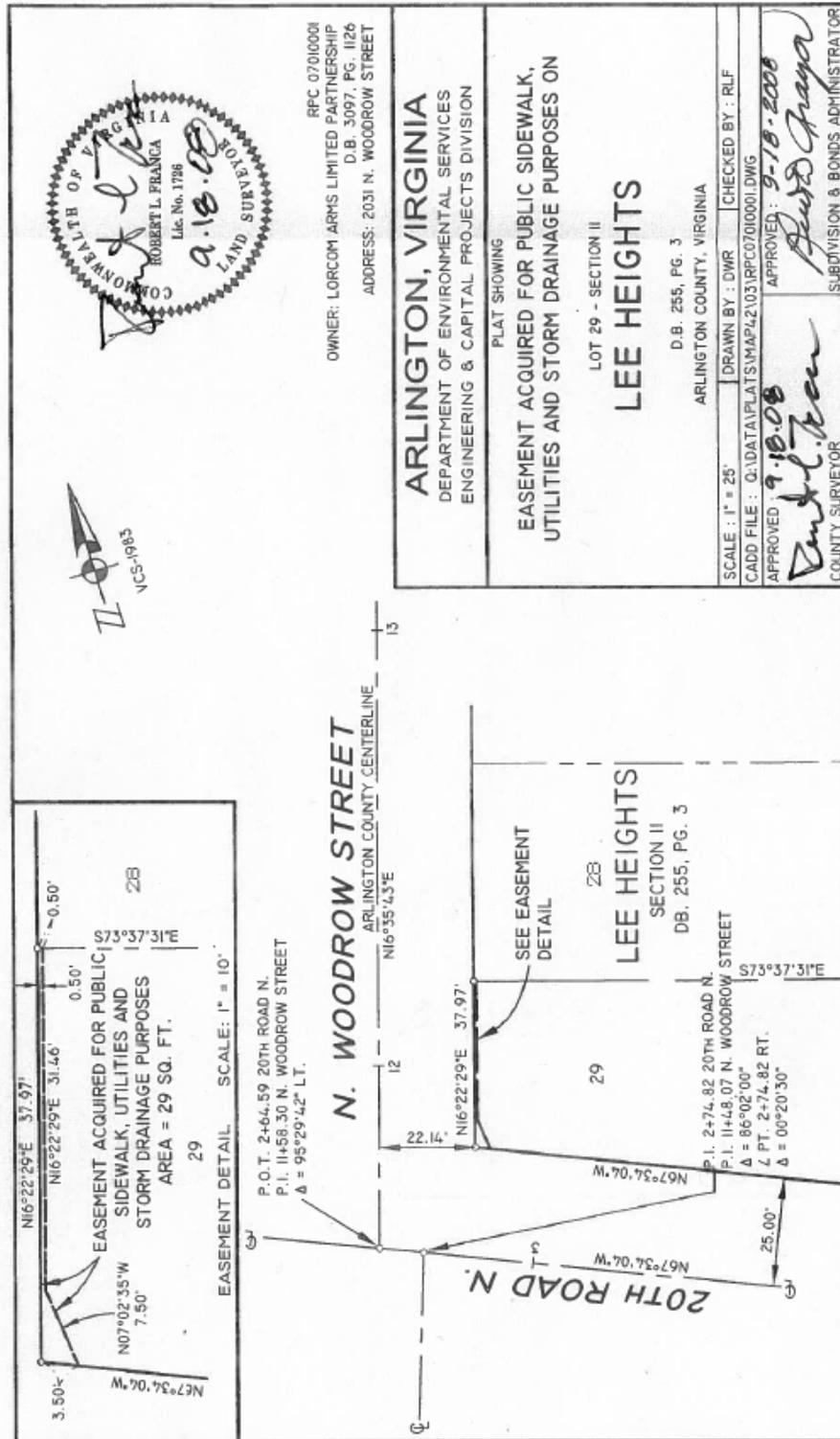
COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON, to-wit:

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

Notary Public \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

APPROVED as to form:   
COUNTY ATTORNEY

Project: North Woodrow Street from Glebe Road to Lee Highway – Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia VI



**DEED OF TEMPORARY EASEMENT  
AND CONSTRUCTION AGREEMENT**

This **DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 200\_\_, by **LORCOM ARMS LIMITED PARTNERSHIP**, a Virginia limited partnership ("**Grantor**"), **VIRGINIA HOUSING DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**VHDA**"), **J. JUDSON McKELLAR, JR.**, and **DONALD L. RITENOUR**, TRUSTEES, either of whom may act ("**VHDA Trustees**"); **VIRGINIA HOUSING PARTNERSHIP REVOLVING FUND** ("**VHPRF**"), **J. JUDSON McKELLAR, JR.**, and **DONALD L. RITENOUR**, TRUSTEES ("**VHPRF Trustees**"); **UNITED BANK** ("**UB**"), **R. SCOTT RITTER** and **KENDAL E. CARSON**, TRUSTEES, either of whom may act ("**UB Trustees**"); **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** ("**County**"), **CAROL McCOSKRIE** and **PETER H. MAIER**, TRUSTEES, either of whom may act ("**County Trustees**"); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**Grantee**").

**RECITALS:**

**R-1:** The Grantor is the owner of those parcels of real estate described herein, situated in Arlington County, Virginia, conveyed by a deed from Arlington Partnership for Affordable Housing, Inc. ("**APAH**") a Virginia non-stock corporation by Deed of Conveyance dated November 13, 2000, and recorded in Deed Book 3097, at Page 1126, among the land records of Arlington County, Virginia.

**R-2:** Whereas, the County provided a loan to APAH in the principal sum of \$803,000.00, which is secured by a Deed of Trust dated April 7, 2000, recorded in Deed Book 3051, at Page 1712, and assumed by the Grantor in Deed Book 3097, at Page 1149, and amended in Deed Book 3247, at Page 445, and subordinated by Subordination Agreement in Deed Book 3530, at Page 336 ("**First Deed of Trust**").

**R-3:** Whereas, UB provided a loan to the Grantor in the original maximum principal sum of \$2,700,000.00, which is evidenced by a Credit Line Deed of Trust dated January 18, 2002, and recorded in Deed Book 3247, at Page 421, and amended in Deed Book 3476, at Page 343, and subordinated by Subordination Agreement in Deed Book 3530, at Page 336 ("**Second Deed of Trust**").

**R-4:** Whereas, VHDA has provided a loan to the Grantor in the principal sum of \$750,000, which is secured by a Deed of Trust dated June 18, 2003, and recorded in Deed Book 3530, at Page 313 ("**Third Deed of Trust**").

**R-5:** Whereas, VHPRF has provided a loan to the Grantor in the principal sum of \$1,100,000.00, which is secured by a Deed of Trust dated June 18, 2003, and recorded in Deed Book 3530, at Page 326 ("**Fourth Deed of Trust**").

Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "**Project**")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

WITNESSETH:

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, 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, of a portion of Grantor's property (the "Temporary Easement"), more specifically described as an area of real estate containing approximately **Seventy-eight (78) square feet** of land situated in Arlington County, Virginia, shown on the plans attached hereto and made a part hereof, entitled "**Partial Plan View of Temporary Construction Easement Plan, North Woodrow Street from Glebe Road to Lee Highway**", which plans are dated **September 29, 2008** (the "Plans"), said area being a portion of the property acquired by Grantor by deed dated **November 13, 2000**, recorded among the Land Records of the Arlington County Circuit Court in Deed Book **3097** at Page **1126**, and more particularly described as **ALL of Lots 25 to 35, both inclusive, Section 11, Lee Heights, as the same is duly dedicated, platted and recorded among the Land Records of Arlington County, Virginia, in Deed Book 255 at page 3** (the "Property"), together with the right of Grantee to use the area to construct, maintain, repair, reconstruct and/or remove public streets, sidewalks, utilities and drainage 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, and together with the right of ingress and egress over the Property, to the above-described 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 that is inconsistent with the rights hereby conveyed.

The TEMPORARY EASEMENT created by this document shall begin upon the date of acceptance of this Deed of Temporary Easement 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, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Temporary Easement, 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; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges on or adjacent to the Temporary Easement; and (4) guarantee reset plants for one year against damage from the date they are reset, and nursery stock for one year from the date of planting.

This Deed of Temporary Easement and Construction Agreement incorporates all agreements between the parties hereto. No representations or statements have been made

Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

which would modify, add to or change the terms of this Deed of Temporary Easement and Construction Agreement.

WITNESS the following signature(s):

**GRANTOR:**

**LORCOM ARMS LIMITED PARTNERSHIP**, a Virginia limited partnership

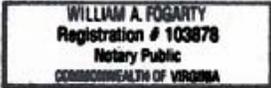
By: Lorcom Arms Development Corporation,  
its general partner

By: *Carol Settles*  
Name: Carol Settles  
Title: President

STATE: VIRGINIA,  
COUNTY: ARLINGTON:

The foregoing instrument was acknowledged before me on this 20 day of NOVEMBER, 2008, by CAROLYN SETTLES, PRESIDENT of Lorcom Arms Development Corporation, general partner of **Lorcom Arms Limited Partnership**, a Virginia limited partnership, Grantor.

Notary Public: *William A. Fogarty*  
My Commission Expires: 7-31-13



Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

**SUBORDINATION (FIRST DEED OF TRUST)**

In Consideration of the sum of One Dollar (\$ 1.00), the receipt and sufficiency of which are hereby acknowledged, the Trustee(s) and Noteholder under a certain Deed of Trust, dated April 7, 2000, recorded April 14, 2000, in Deed Book 3051 at Page 1712, and assumed, amended, and subordinated, respectively, in Deed Book 3097 at Page 1149, Deed Book 3247 at Page 445, and Deed Book 3530 at Page 336, respectively, in the Land Records of Arlington County Circuit Court, unite herein for the purpose of consenting to this Deed of Easement and the conveyance of the Grantor, and to make the Deed of Trust subject to the Easement, and to subordinate the lien of the Deed of Trust to the Easement, but such Easement shall not be construed to limit or impair any other rights of the Trustee(s) and Beneficiary by virtue of such Deed of Trust.

Beneficiary hereby acknowledges and agrees to the Subordination Section set forth above on the First Deed of Trust.

**NOTEHOLDER:**

**COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, Noteholder

By: \_\_\_\_\_  
Name: Ron Carlee  
Title: County Manager

STATE: Virginia,  
COUNTY: Arlington:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, \_\_\_\_\_ of **Arlington County, Virginia**, Noteholder.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 4 of this Agreement.

**TRUSTEE:**

CAROL McCOSKRIE, TRUSTEE,  
UNDER DEED OF TRUST, DATED APRIL 7, 2000,  
FOR THE BENEFIT OF COUNTY BOARD OF  
ARLINGTON COUNTY, VIRGINIA

\_\_\_\_\_  
**CAROL McCOSKRIE, TRUSTEE**

STATE: Virginia,  
COUNTY: Arlington:

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by **Carol McCoskrie, Trustee.**

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 4 of this Agreement.

**TRUSTEE:**

PETER H. MAIER, TRUSTEE,  
UNDER DEED OF TRUST, DATED APRIL 7, 2000,  
FOR THE BENEFIT OF COUNTY BOARD OF  
ARLINGTON COUNTY VIRGINIA

\_\_\_\_\_  
**PETER H. MAIER, TRUSTEE**

STATE: Virginia,  
COUNTY: Arlington:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by **Peter H. Maier, Trustee.**

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

**SUBORDINATION (SECOND DEED OF TRUST)**

In Consideration of the sum of One Dollar (\$ 1.00), the receipt and sufficiency of which are hereby acknowledged, the Trustee(s) and Noteholder under a certain Credit Line Deed of Trust, dated January 18, 2002, recorded January 22, 2002, in Deed Book 3247 at Page 421, amended and subordinated, respectively, in Deed Book 3476 at Page 343 and Deed Book 3530 at Page 336, respectively, in the Land Records of Arlington County Circuit Court, unite herein for the purpose of consenting to this Deed of Easement and the conveyance of the Grantor, and to make the Deed of Trust subject to the Easement, and to subordinate the lien of the Deed of Trust to the Easement, but such Easement shall not be construed to limit or impair any other rights of the Trustee(s) and Beneficiary by virtue of such Credit Line Deed of Trust.

Beneficiary hereby acknowledges and agrees to the Subordination Section set forth above on the Second Deed of Trust.

**NOTEHOLDER:**

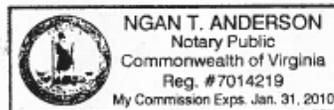
**UNITED BANK, Noteholder**

By: [Signature]  
Name: Robert C. Latta  
Title: Vice President

STATE: Virginia  
COUNTY: Fairfax

The foregoing instrument was acknowledged before me on this 27 day of January, 2009, by Robert C. Latta, Vice President of United Bank, Noteholder.

Notary Public: [Signature]  
My Commission Expires: Jan. 31, 2010

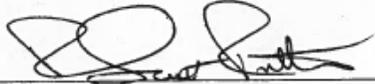


Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 7 of this Agreement.

**TRUSTEE:**

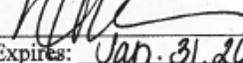
R. SCOTT RITTER, TRUSTEE, UNDER A CREDIT LINE DEED OF TRUST, DATED JANUARY 18, 2002, FOR THE BENEFIT OF UNITED BANK

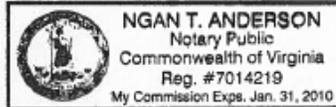


**R. SCOTT RITTER, TRUSTEE**

STATE: Virginia  
COUNTY: Fairfax

The foregoing instrument was acknowledged before me on this 27 day of January, 2009, by R. Scott Ritter, Trustee.

Notary Public:   
My Commission Expires: Jan. 31, 2010



Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 7 of this Agreement.

**TRUSTEE:**

KENDAL E. CARSON, TRUSTEE, UNDER A  
CREDIT LINE DEED OF TRUST, DATED  
JANUARY 18, 2002, FOR THE BENEFIT OF  
UNITED BANK

\_\_\_\_\_  
**KENDAL E. CARSON, TRUSTEE**

STATE: \_\_\_\_\_,  
COUNTY: \_\_\_\_\_:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by **Kendal E. Carson, Trustee.**

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

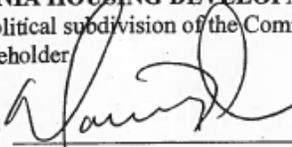
**SUBORDINATION (THIRD DEED OF TRUST)**

In Consideration of the sum of One Dollar (\$ 1.00), the receipt and sufficiency of which are hereby acknowledged, the Trustee(s) and Noteholder under a certain Deed of Trust, dated June 18, 2003, recorded June 20, 2003, in Deed Book 3530 at Page 313, in the Land Records of Arlington County Circuit Court, unite herein for the purpose of consenting to this Deed of Easement and the conveyance of the Grantor, and to make the Deed of Trust subject to the Easement, and to subordinate the lien of the Deed of Trust to the Easement, but such Easement shall not be construed to limit or impair any other rights of the Trustee(s) and Beneficiary by virtue of such Deed of Trust.

Beneficiary hereby acknowledges and agrees to the Subordination Section set forth above on the Third Deed of Trust.

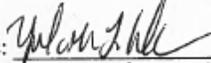
**NOTEHOLDER:**

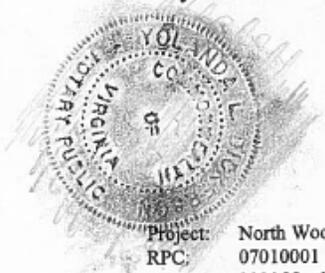
**VIRGINIA HOUSING DEVELOPMENT AUTHORITY,**  
a political subdivision of the Commonwealth of Virginia,  
Noteholder

By:   
Name: Donald L. Ritenour  
Title: Managing Director of Development

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2009, by Donald L. Ritenour, Managing Director of Development of Virginia Housing Development Authority, a political subdivision of the Commonwealth of Virginia, Noteholder.

Notary Public:   
My Commission Expires: May 31, 2011  
registration # 272472

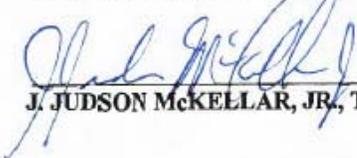


Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 10 of this Agreement.

**TRUSTEE:**

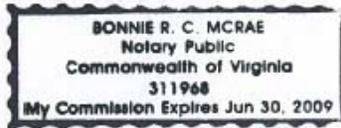
J. JUDSON McKELLAR, JR., TRUSTEE,  
UNDER DEED OF TRUST, DATED JUNE 18, 2003,  
FOR THE BENEFIT OF THE VIRGINIA HOUSING  
DEVELOPMENT AUTHORITY

  
\_\_\_\_\_  
J. JUDSON McKELLAR, JR., TRUSTEE

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2009, by J. Judson McKellar, Jr., Trustee.

Notary Public: Bonnie R. C. McRae  
My Commission Expires: \_\_\_\_\_

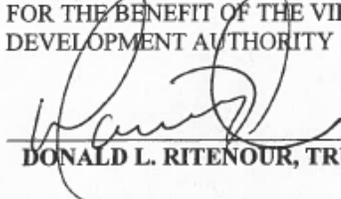


Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 10 of this Agreement.

**TRUSTEE:**

DONALD L. RITENOUR, TRUSTEE,  
UNDER DEED OF TRUST, DATED JUNE 18, 2003,  
FOR THE BENEFIT OF THE VIRGINIA HOUSING  
DEVELOPMENT AUTHORITY

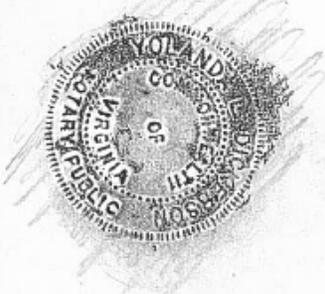
  
\_\_\_\_\_  
DONALD L. RITENOUR, TRUSTEE

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2009, by **Donald L. Ritenour, Trustee.**

Notary Public:   
My Commission Expires: May 31, 2011

registration # 272472



Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

**SUBORDINATION (FOURTH DEED OF TRUST)**

In Consideration of the sum of One Dollar (\$ 1.00), the receipt and sufficiency of which are hereby acknowledged, the Trustee(s) and Noteholder under a certain Deed of Trust, dated June 18, 2003, recorded June 20, 2003, in Deed Book 3530 at Page 326 in the Land Records of Arlington County Circuit Court, unite herein for the purpose of consenting to this Deed of Easement and the conveyance of the Grantor, and to make the Deed of Trust subject to the Easement, and to subordinate the lien of the Deed of Trust to the Easement, but such Easement shall not be construed to limit or impair any other rights of the Trustee(s) and Beneficiary by virtue of such Deed of Trust.

Beneficiary hereby acknowledges and agrees to the Subordination Section set forth above on the Fourth Deed of Trust.

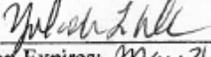
**NOTEHOLDER:**

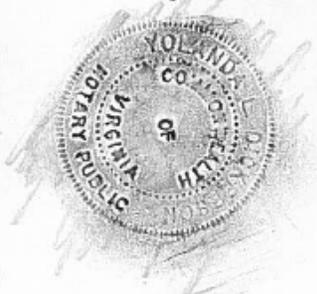
**VIRGINIA HOUSING PARTNERSHIP REVOLVING FUND**, Noteholder.

By:   
Name: Donald L. Ritenour  
Title: Managing Director of Development

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2009, by Donald L. Ritenour, Managing Director of Development of the **Virginia Housing Partnership Revolving Fund**, Noteholder.

Notary Public:   
My Commission Expires: May 31, 2011  
Registration # 272472



Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 13 of this Agreement.

**TRUSTEE:**

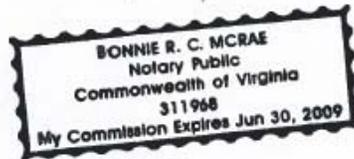
J. JUDSON McKELLAR, JR., TRUSTEE,  
UNDER DEED OF TRUST, DATED JUNE 18, 2003,  
FOR THE BENEFIT OF VIRGINIA HOUSING  
PARTNERSHIP REVOLVING FUND

  
\_\_\_\_\_  
J. JUDSON McKELLAR, JR., TRUSTEE

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of January 2009, by J. Judson McKellar, Jr., Trustee.

Notary Public: Bonnie R. C. McRae  
My Commission Expires: \_\_\_\_\_

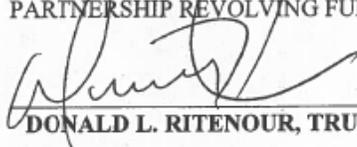


Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

Trustee hereby acknowledges and agrees to the Subordination Section set forth on page 13 of this Agreement.

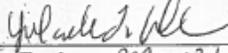
**TRUSTEE:**

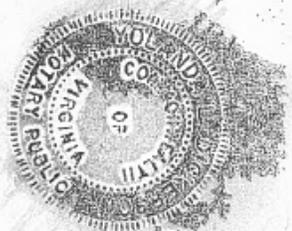
DONALD L. RITENOUR, TRUSTEE,  
UNDER DEED OF TRUST, DATED JUNE 18, 2003,  
FOR THE BENEFIT OF VIRGINIA HOUSING  
PARTNERSHIP REVOLVING FUND

  
\_\_\_\_\_  
DONALD L. RITENOUR, TRUSTEE

STATE: Virginia,  
CITY: Richmond:

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2009, by **Donald L. Ritenour, Trustee.**

Notary Public:   
My Commission Expires: May 31, 2011  
Registration # 272472



Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia

GRANTEE:

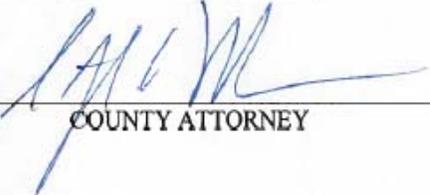
ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726B.

By: \_\_\_\_\_  
COUNTY MANAGER

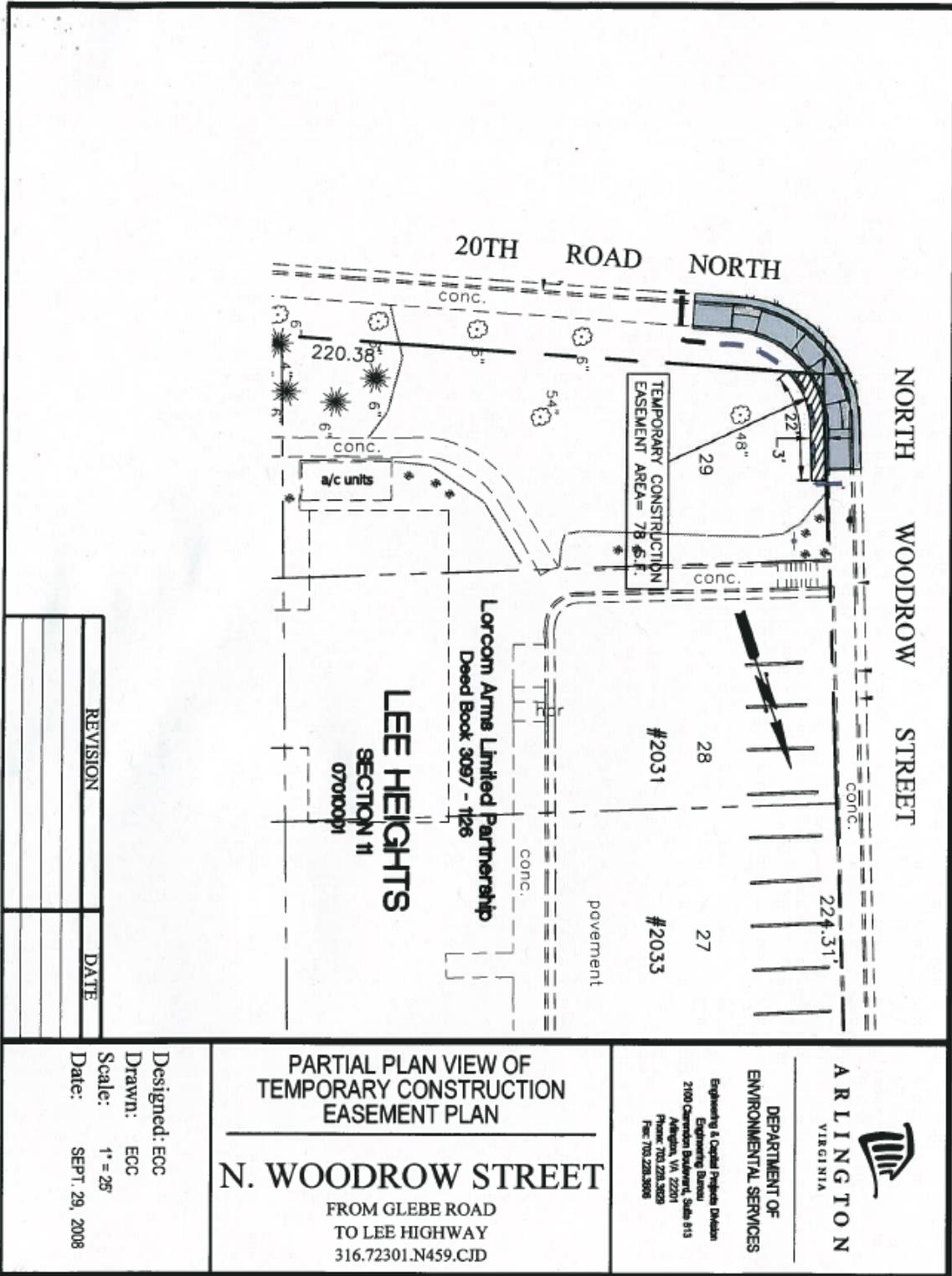
COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON, to-wit:

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

Notary Public \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

APPROVED as to form:   
COUNTY ATTORNEY

Project: North Woodrow Street from Glebe Road to Lee Highway - Project # N459 (the "Project")  
RPC: 07010001  
Address: 2031 North Woodrow Street, Arlington County, Virginia



REVISION	DATE

Designed: ECC  
 Drawn: ECC  
 Scale: 1" = 25'  
 Date: SEPT. 29, 2008

PARTIAL PLAN VIEW OF  
 TEMPORARY CONSTRUCTION  
 EASEMENT PLAN

---

**N. WOODROW STREET**  
 FROM GLEBE ROAD  
 TO LEE HIGHWAY  
 316.72301.N459.CJD

**ARLINGTON**  
 VIRGINIA



DEPARTMENT OF  
 ENVIRONMENTAL SERVICES

Engineering & Capital Projects Division  
 Engineering Bureau  
 2100 Cameron Boulevard, Suite 615  
 Arlington, VA 22201  
 Phone: 703.228.3000  
 Fax: 703.228.3008

3 of 3

**AFFORDABLE HOUSING INVESTMENT FUND PROGRAM DEED OF TRUST**

**NOTICE:** The Debt Secured Hereby Is Subject To Call in Full or the Terms Thereof Being Modified in the Event of Sale, Conveyance or Change in Use of the Property Conveyed.

THIS DEED OF TRUST is made April 7, 2000 among the Arlington Partnership for Affordable Housing (the "Grantor"), CAROL MCCOSKRIE, a resident of Arlington County, Virginia and PETER H. MAIER, a resident of Arlington County, Virginia, trustees (either of whom may act and who are referred to herein as "Trustees"), and the Beneficiary, Arlington County ("Lender").

Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustees, in trust, with General Warranty and English Covenants of Title, with power of sale, the following described property located in Arlington, Virginia: The property covered by this Agreement is that property in Arlington County, Virginia, which is described as the Lorcom Arms Apartments among the land records of Arlington County, Virginia, and more particularly described as follows: 2031, 2033, 2035 and 2037 North Woodrow Street, Arlington, Virginia.

Real Property Code (RPC) Number: 07010001

Together with all the improvements now or hereafter erected on the property, and all easements, rights, privileges, appurtenances, rents (subject however to the rights and authorities given herein to Borrower to collect and apply such rents), and fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property are herein referred to as the "Property". The property is also described as set forth in Exhibit A hereto.

Return to:  
Douglas Peterson  
2100 Clarendon Blvd  
Suite 709  
Arlington, VA 22201

RPC# 07010001 and 07010002

(12)

This conveyance is made to secure to the Lender (a) the repayment of the indebtedness evidenced by a Promissory Note dated April 7, 2000 (herein "Note") made by the Arlington Partnership for Affordable Housing (the "BORROWER"), in the principal sum of Eight Hundred Three Thousand and no/100 dollars (\$803,000), with interest thereon; (b) the performance of the covenants and agreements herein contained and/or as set forth in the Affordable Housing Investment Fund/HOME (AHIF/HOME) Program Agreement dated April 7, 2000; and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender, pursuant to paragraph 16 hereof ("Future Advances").

The Deed of Trust shall also secure reimbursement to the Lender for any and all costs, attorney's fee and other expenses of whatever kind incurred by the Trustees or the Lender in connection with enforcement of grantor's obligations under this Deed of Trust or related documents, including by way of illustration and not limitation obtaining possession of the Property, the protection and/or preservation of the Property, and the collection of any sum or sums secured thereby, any litigation concerning the Property or this Deed of Trust, releasing this Deed of Trust and any additional examination of title or execution of further assurances or physical survey of the Property which may be required by either the Trustees or the Lender for any reason in good faith, and all of which costs and expenses shall be the obligation of and be paid by the Grantor.

It is further covenanted:

1. **Charges; Liens.** Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property, which are capable of attaining a priority over this Deed of Trust. Grantor shall promptly furnish to Lender all notices of obligations referred to in this paragraph, and in the event Grantor shall make payment directly and promptly furnish to Lender receipts evidencing such payments. Except for liens identified in paragraph 19 of this Exhibit C, Grantor shall promptly discharge any lien which has priority over this Deed of Trust; provided that Grantor shall not be required to discharge any such lien so long as Grantor shall agree in writing to

the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

Upon default in any such payment, the debt hereby secured shall immediately become due and payable; or, at the option of the Lender, Lender may make such payment and the expense shall be a charge hereby secured and bear compound interest at the rate of 10% per annum from the date of such payment; provided, that in the event the Lender demands reimbursement from the Grantor for any such advance, and reimbursement be not immediately made, then the entire debt secured hereby shall immediately become due and payable at the option of the Lender.

2. **Protection of Lender's Security.** If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property including but not limited to, proceedings for eminent domain, proceedings for insolvency, actions to enforce applicable laws, or arrangements or proceedings involving bankruptcy, then Lender at Lender's option, upon notice to the Virginia Housing Development Authority and Citibank, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, disbursement of reasonable attorney's fee and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Unless the Lender agrees to other terms of payment, such amounts shall be payable upon notice from Lender to Grantor requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

3. **Hazard Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards, casualties and contingencies as Lender may require and in such amounts and for such periods as Lender may require, but at no time shall such hazard insurance be in an amount less than \$3,500,000 or to the maximum insurable value thereof. Such insurance policies shall designate the Lender as an additional insured and shall provide for 30 days advance notice to Lender of cancellation or nonrenewal of the policy.

The insurance carrier providing the insurance shall be chosen by Grantor and approved by Lender.

All insurance policies and renewals thereof shall be in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Grantor shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor.

If Grantor fails to maintain the required insurance coverage, the Lender may, at its option, obtain the insurance in any form and amount and with any insurance carrier Lender chooses. Any such sums expended shall become additional indebtedness of the Grantor secured by this Deed of Trust.

Unless Lender and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to the Grantor.

In the event of foreclosure under this Deed of Trust, any right, title and interest of the Grantor in and to any insurance policy then in force, or the proceeds of any insurance policy

resulting from damage to the Property prior to the foreclosure sale, or any refund of unearned premium, shall pass to the Lender who may receive on behalf of the Grantor the cancellation value or proceeds and may apply the same to the extinguishment of the indebtedness secured by this Deed of Trust.

If the Property is abandoned by Grantor, or if Grantor fails to respond to Lender within 30 days from the date notice is sent by Lender to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust. All sums due and collectible by the Lender under this paragraph will not exceed the total indebtedness secured by this Deed of Trust.

Unless Lender and Grantor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments or change the amount of such installments.

4. **Preservation and Maintenance of the Property.** The Grantor shall keep the Property in good repair, and shall not commit waste or permit the impairment or deterioration of the Property.

5. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Grantor notice prior to any such inspection.

6. **Event of Default.** If any payment with respect to any obligation secured under this Deed of Trust, together with any related late charge, is not paid within 15 days of when it is due this shall constitute an event of default. In addition, each of the events set forth below shall

constitute an event of default under this Deed of Trust if not corrected within 30 days after Lender notifies Grantor in writing that it considers any of the following to have occurred: 1.) Grantor has failed to meet or perform any of its obligations secured by this Deed of Trust; (2.) Grantor has failed to meet or perform any provision or covenant of the contract documents as defined in paragraph 1 of the Affordable Housing Investment Fund Agreement between Grantor and Lender; (3.) any provision, agreement or covenant of this Deed of Trust or of the Deed of Easement and Declaration of Restrictive Covenants is not met or performed as provided herein; or, (4.) any material representation or warranty given by or on behalf of the Grantor proves to have been false when given.

7. **Remedies.** In any event of default, the Lender may declare any one, several or all obligations secured under this Deed of Trust to be in default, and all monetary obligations are then declared to be immediately due and payable in full. In addition, upon declaration of default the Lender or the Trustees, upon the demand of the Lender, by agent or in person, shall be entitled: to take immediate possession of the Property; to enter upon or into the Property with or without force or process of law; to manage or hire another person to manage the Property; to collect rents of the Property, including those past due; to rent the Property at such rental and for such term and upon such conditions as the Lender or Trustee, whoever is acting, shall deem proper; to make any commercially reasonable and/or necessary repairs to the Property or to replace all or any part of the same; to apply any rents actually collected to the amount due under this Deed of Trust. The Trustee, upon demand by Lender, may sell all or any portion of the Property and apply the proceeds of such sale or sales as provided in Title 55 of the Virginia Code, as amended from time to time.

8. **Waiver and Forbearance.** Any forbearance by Lender in exercising any right or remedy either hereunder or otherwise afforded by applicable law, shall not constitute a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

Any waiver by the Lender or Trustee will be effective only if in writing executed by the Lender or Trustee and only for the specific purpose and instance granted, and delay in the enforcement or requirement of any provision will not be a waiver or preclude the exercise of any such right or remedy or event of default. Such waiver shall be effective only for the specific instance and duration given, and shall not apply to any other instance or longer period unless new consent is given by Lender in writing. Acceptance by the Lender of any payment will not be deemed a waiver of any default, including any failure to make such payment on time, unless the Lender expressly states in writing that the particular event of default is waived.

9. **Transfer of the Property; Assumption.** If all or any part of the Property or any interest therein is sold or transferred by the Borrower without Lender's prior written consent, excluding the grant of any leasehold or sharehold interest permitted under any agreement with the Lender, and excluding the right of first refusal by a County approved affiliate to purchase the property, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender also consents to a transfer of the Security Property from Borrower to a limited partnership, limited liability company or limited liability partnership to be formed by the Borrower.

10. **Compliance with Laws.** Grantor shall maintain the premises and improvements thereon in compliance with applicable statutes, municipal laws, building codes and such other rules,

regulations, legally binding conditions or contracts, and orders as may from time to time be issued by proper public authority. Upon Grantor's failure so to do or to make such changes or repairs to the property as may be required by such rules, regulations and orders within the time allowed or prescribed by said rules, regulations and orders, or such extensions thereof as may be granted by proper public authority, the debt hereby secured shall immediately become due and payable; or at the option of the Lender, it may have said changes or repairs made at the Grantor's expense. The expense of all changes or repairs shall be a charge hereby secured, and bear interest at the rate of 10% per annum from the date of such payment; provided that if Lender demands reimbursement from the Grantor for any such advance, and reimbursement be not immediately made, then the entire debt hereby secured shall immediately become due and payable.

11. **Chattels.** All awnings, door and window screens, mantels, cabinets, stoves, shades, mechanical refrigerators, oil and/or fuel burning system and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air conditioning and refrigerating apparatus and equipment and each and every one of the interior improvements and fixtures, movable or immovable, of every kind and description whatsoever in and upon said land and premises or used in connection therewith, and all additions and replacements thereto, are and shall be deemed to be fixtures and shall be an accession to the freehold and a part of the realty, and same are covered by this Deed of Trust and included in the terms "Property," "Premises" and "Land" wherever used herein.

12. **Substitute Trustee.** Lender may from time to time in Lender's discretion remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law without conveyance of the Property.

13. **Successors and Assigns Bound.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Grantor.

14. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Release.** Upon payment of all sums secured by this Deed of Trust, and fulfillment of all other obligations secured by this Deed of Trust, Lender shall request Trustee to release this Deed of Trust and shall surrender all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall release this Deed of Trust without charge to Grantor. Grantor shall pay all costs of recordation, if any.

16. **Future Advances.** Upon request of Grantor, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Grantor. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

17. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender. The Lender shall pay any funds in excess of the outstanding principal balance and accrued interest thereon to the Grantor.

**18. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Grantor hereby assigns to Lender the rents of the Property provided that Grantor shall, prior to any event of default or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon any event of default or abandonment of the Property, Lender in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**19. Subordination.** The lien of this Deed of Trust shall be subordinate to the documents evidencing and securing a loan in the original principal amount of One Million Seven Hundred Sixty Thousand and 00/100 (\$1,760,000) from Citibank, F.S.B. (the "Citibank Loan") and the documents evidencing and securing a loan in the approximate original principal amount of Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000) by the VHDA Housing Fund (the "VHDA Loan") together with any other permanent funding source; provided, that Lender agrees, from time to time, to promptly execute and deliver any documents necessary or appropriate to modify, extend, replace, refinance or substitute the Citibank Loan and the VHDA Loan.

WITNESS the following signature and seal:

By: The Arlington Partnership for Affordable Housing

Charles C. Moran  
CHARLES C. MORAN VICE, President

STATE OF VIRGINIA,

COUNTY OF ARLINGTON, to wit:

The foregoing Deed of Trust was acknowledged before me  
this 28<sup>th</sup> day of February, 2000, by CHARLES C. MORAN  
VICE President of the Arlington Partnership for  
Affordable Housing, a Virginia 501 c (3) organization.

Frances Marlow  
Notary Public

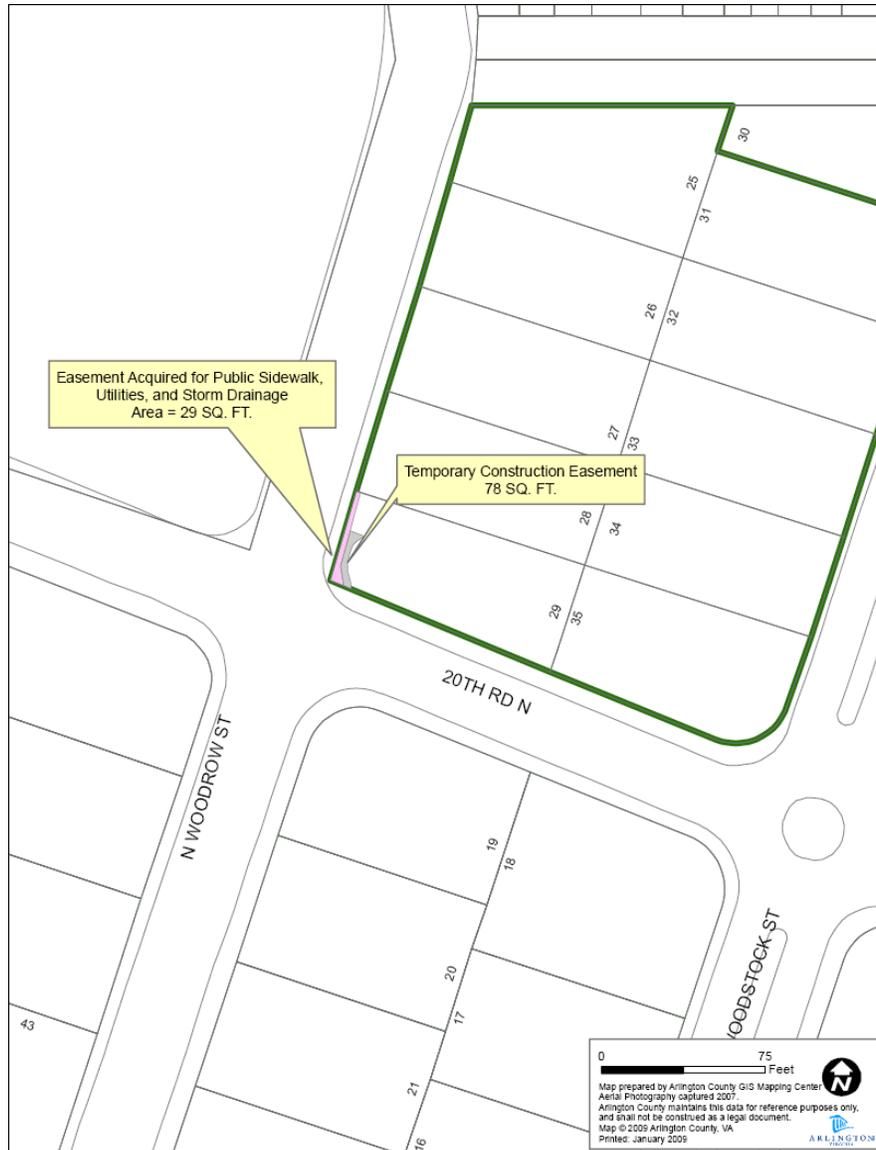
My Commission Expires: 9/30/2002

All those certain lots or land, together with the improvements thereon, situate, lying and being in Arlington County, Virginia and being known as:

ALL of Lots 25 to 35, both inclusive, Section 11, Lee Heights, as the same is duly dedicated, platted and recorded among the Land Records of Arlington County, Virginia, in Deed Book 255 at page 3.

RPC Numbers: 070-10-001 and 070-10-002

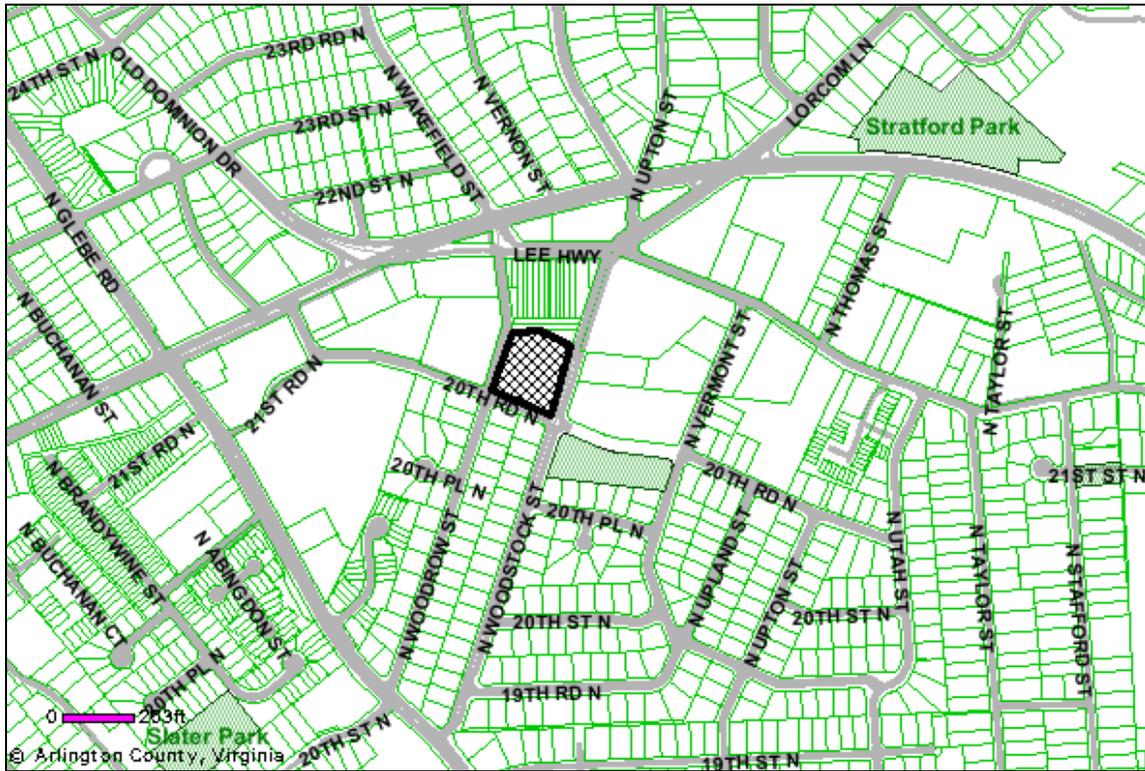
**Vicinity Map**



**North Woodrow Street from Glebe Road to Lee Highway  
Project 316.72301.C0B.0000/N459  
Public sidewalk, curb and gutter**

**Boldface line on this schematic indicates the location of local improvement  
Deed of Easement & Deed of Temporary Easement and Construction Agreement  
March 14, 2009**

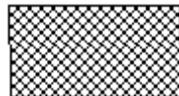
**VICINITY MAP**



(The Bold Line on the map denotes the location of the subject easement)

NOTE: This map is for property location assistance only. It does not represent the latest survey or other information.

**DEED OF EASEMENT FOR PUBLIC  
SIDEWALK, UTILITIES AND STORM  
DRAINAGE PURPOSES  
&  
DEED OF TEMPORARY EASEMENT AND  
CONSTRUCTION AGREEMENT**



**= Site Location**

**2031 NORTH WOODROW STREET  
ARLINGTON, VIRGINIA  
RPC No. 07010001  
North Woodrow Street from Glebe Road to Lee Highway  
Project 316.72301.C0B/N459**

**The subject Deeds are located at the intersection of North Woodrow Street and 20<sup>th</sup> Road North, which is in the Waverly Hills Civic Association. The deeds are adjacent to and abut the east side of North Woodrow Street, one block south of Lee Highway (Route 309).**

March 14, 2009