



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of September 26, 2009

DATE: September 9, 2009.

SUBJECT: Approval of Deeds of Easement (“Deeds”) for Relocation of Water Meters Associated with the Department of Environmental Services Project (“Project”) on Properties Located at 2114 North Oakland Street (RPC 05051031), 2122 North Oakland Street (RPC 05051052), 2130 North Oakland Street (RPC 05051048), and 2136 North Oakland Street (RPC 05051047).

C. M. RECOMMENDATION:

1. Approve the attached Deed of Easement for water meter purposes between Paul L. Hill and Olga R. Hill, Trustees of ORH Revocable Trust, and the County Board of Arlington County, Virginia, for the acquisition of a permanent easement on a portion of the property located at 2114 North Oakland Street, RPC 05051031; and
2. Approve the attached Deed of Easement for water meter purposes between Andrea L. Rodriguez and Rosa A. Rodriguez and the County Board of Arlington County, Virginia, for the acquisition of a permanent easement on a portion of the property located at 2122 North Oakland Street, RPC 05051052; and
3. Approve the attached Deed of Easement for water meter purposes between Andrew M. Bieltz and Desiree E. Jaworski and the County Board of Arlington County, Virginia, for the acquisition of a permanent easement on a portion of the property located at 2130 North Oakland Street, RPC 05051048; and
4. Approve the attached Deed of Easement for water meter purposes between David E. Hoffman and Janessa L. Jacobson Hoffman and the County Board of Arlington County, Virginia, for the acquisition of a permanent easement on a portion of the property located at 2136 North Oakland Street, RPC 05051047; and
5. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, or his designee, to accept on behalf of the County Board, the Deed of Easement attached hereto as Attachment 1, for a permanent easement on a portion of the property located at 2114 North Oakland Street, subject to approval as to form by the County Attorney; and

County Manager: _____

County Attorney: _____

Staff: Troy Harris, DES Real Estate Bureau

6. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, or his designee, to accept on behalf of the County Board, the Deed of Easement attached hereto as Attachment 2, for a permanent easement on a portion of the property located at 2122 North Oakland Street, subject to approval as to form by the County Attorney; and
7. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, or his designee, to accept on behalf of the County Board, the Deed of Easement attached hereto as Attachment 3, for a permanent easement on a portion of the property located at 2130 North Oakland Street, subject to approval as to form by the County Attorney; and
8. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, or his designee, to accept on behalf of the County Board, the Deed of Easement attached hereto as Attachment 4, for a permanent easement on a portion of the property located at 2136 North Oakland Street, subject to approval as to form by the County Attorney.

ISSUE: The County Board is being asked to review and approve Deeds required for the Project. No issue has been identified.

SUMMARY: This is a request for the County Board's approval and authorization to accept four Deeds, attached hereto as Attachments 1 – 4, for relocation of water meters associated with a county construction project located at 2114 North Oakland Street, 2122 North Oakland Street, 2130 North Oakland Street, and 2136 North Oakland Street (the "Properties").

DISCUSSION: Upon approval and execution of the Deeds by the County Board, the County will be able to relocate the water meters located in North Oakland Street to private property. Relocation of the water meters to private property will allow the County to proceed with the proposed construction of North Oakland Street. The proposed Project will include construction of public sidewalk, curb and gutter, driveway aprons and resurfacing of North Oakland Street. This proposed construction is a Neighborhood Conservation project known as "North Oakland Street from Lee Highway to 21st Avenue North."

The respective property owners of the Properties have agreed to convey permanent easements to the County for construction of the water meters on their land without any monetary consideration as evidenced by the executed Deeds attached hereto. Approval and authorization to accept the Deeds will result in the conveyance of permanent easements to the County, thereby granting the County the rights necessary to construct and maintain the County improvements on the Properties.

The vicinity maps, attached hereto as Exhibits A and B, show the location of the Properties and respective Deeds.

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 Deeds is expected.

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

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

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____day of _____, 200__, by **PAUL L. HILL and OLGA R. HILL, TRUSTEES** of ORH REVOCABLE TRUST, established April 21, 2006, as it may be amended from time to time, either of whom may act independently ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

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, Grantors do hereby grant and convey unto the Grantee a perpetual easement for water meter purposes over, under, upon and across **Fifteen (15)** 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 Water Meter Purposes on Lot 5, Floyd's Addition to Cherrydale, D.B. 132, PG. 297, Arlington County, Virginia**" which plat was approved on June 10, 2009, 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 **April 21, 2006**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **3975** at Page **1237**, and more particularly described therein as "**All of Lots 5 and 6 of the Subdivision of FLOYD'S ADDITION TO CHERRYDALE, as per plat of said subdivision recorded among the land records of said County in Deed Book 132 at page 297**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove a water meter, 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 water meter 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.

1

Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051031
Address: 2114 North Oakland Street, Arlington, Virginia

VI

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 water meter 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 sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the water meter within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

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

This Deed 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]

2

Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051031
Address: 2114 North Oakland Street, Arlington, Virginia

vi

GRANTOR:

**PAUL L. HILL, TRUSTEE OF ORH
REVOCABLE TRUST**

State: _____

County: _____

The foregoing instrument was acknowledged before me on this ____ day of _____,
200__, by **Paul L. Hill, Trustee**, Grantor.

Notary Public: _____

My Commission expires: _____

Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051031
Address: 2114 North Oakland Street, Arlington, Virginia

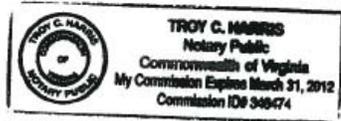
GRANTOR:

Olga R Hill
**OLGA R. HILL, TRUSTEE OF ORH
REVOCABLE TRUST**

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 30th day of June,
2009, by Olga R. Hill, Trustee, Grantor.

Notary Public: Troy C. Harris
My Commission expires: March 31, 2012



Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051031
Address: 2114 North Oakland Street, 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

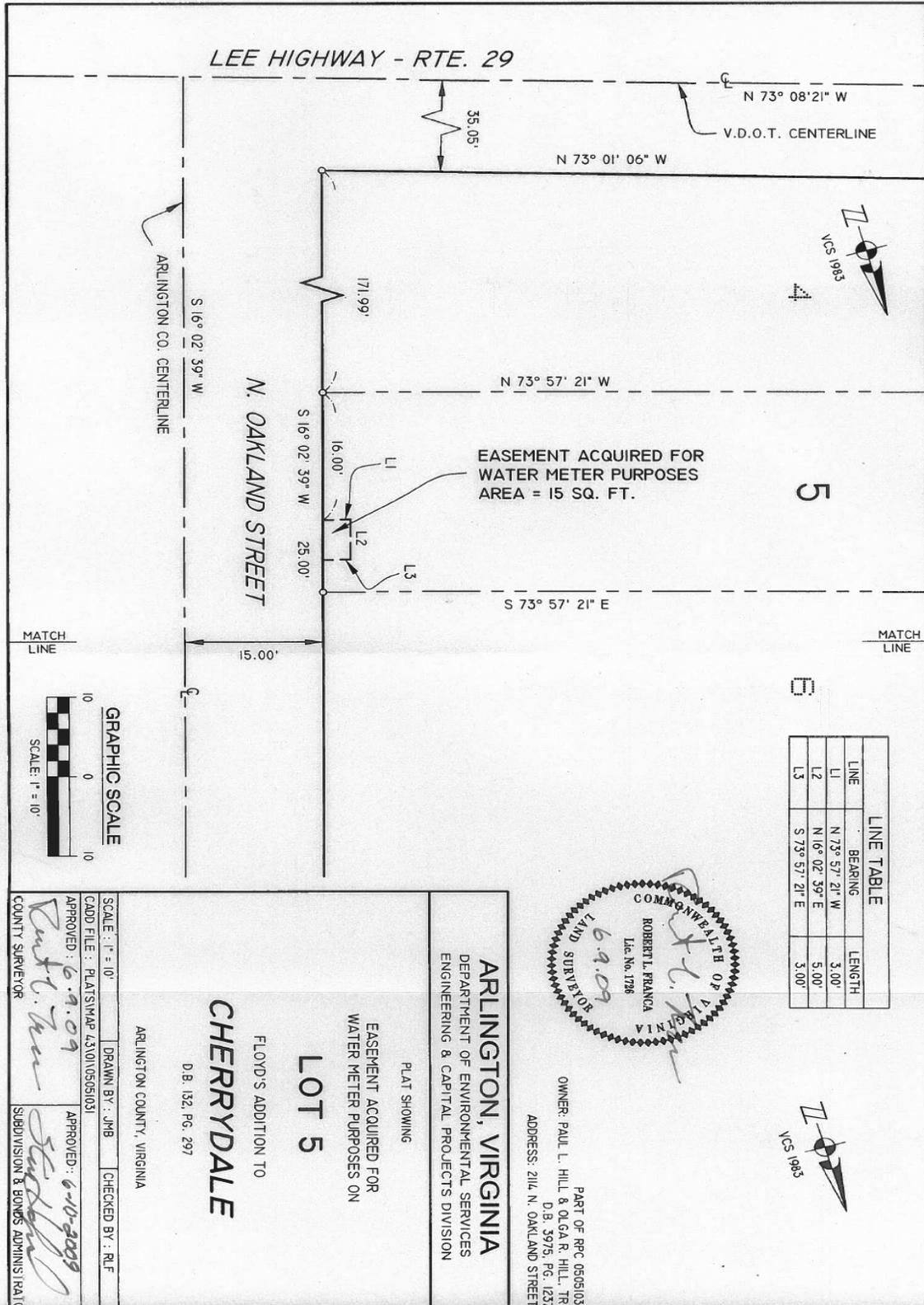
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

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. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051031
Address: 2114 North Oakland Street, Arlington, Virginia



**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

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

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 200__, by **ANDREA L. RODRIGUEZ**, married, and **ROSA A. RODRIGUEZ**, unmarried ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

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, Grantors do hereby grant and convey unto the Grantee a perpetual easement for water meter 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 Water Meter Purposes on Lot 9, Floyd's Addition to Cherrydale, D.B. 132, PG. 297, Arlington County, Virginia**" which plat was approved on June 10, 2009, 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 29, 2006**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4026** at Page **815**, and more particularly described therein as "**All of Lots Numbered Nine (9) and Ten (10) of the subdivision of 'FLOYD'S ADDITION TO CHERRYDALE', as the said subdivision appears duly patted, dedicated and recorded in Deed Book 132 at Page 297, et seq., of the land records of Arlington County, Virginia**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove a water meter, 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 water meter 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.

Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051052
Address: 2122 North Oakland Street, Arlington, Virginia

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 water meter 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 sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the water meter within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

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

This Deed 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.

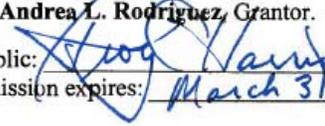
WITNESS the following signature(s):

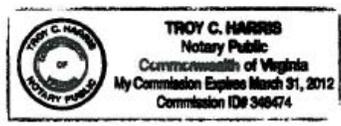
GRANTOR: 

ANDREA L. RODRIGUEZ

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 17th day of July, 2009, by Andrea L. Rodriguez, Grantor.

Notary Public: 
My Commission expires: March 31, 2012



Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051052
Address: 2122 North Oakland Street, Arlington, Virginia

GRANTOR:

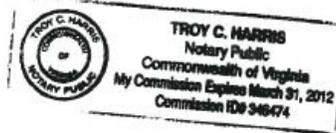
Rosa Rodriguez
ROSA A. RODRIGUEZ

State: Virginia

County: Arlington

The foregoing instrument was acknowledged before me on this 17th day of July, 2009, by Rosa A. Rodriguez, Grantor.

Notary Public: Troy Harris
My Commission expires: March 31, 2012



Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051052
Address: 2122 North Oakland Street, Arlington, Virginia

GRANTEE:

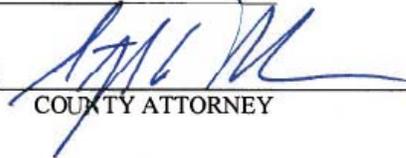
Accepted this ____ day of _____, 200__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 200__.

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

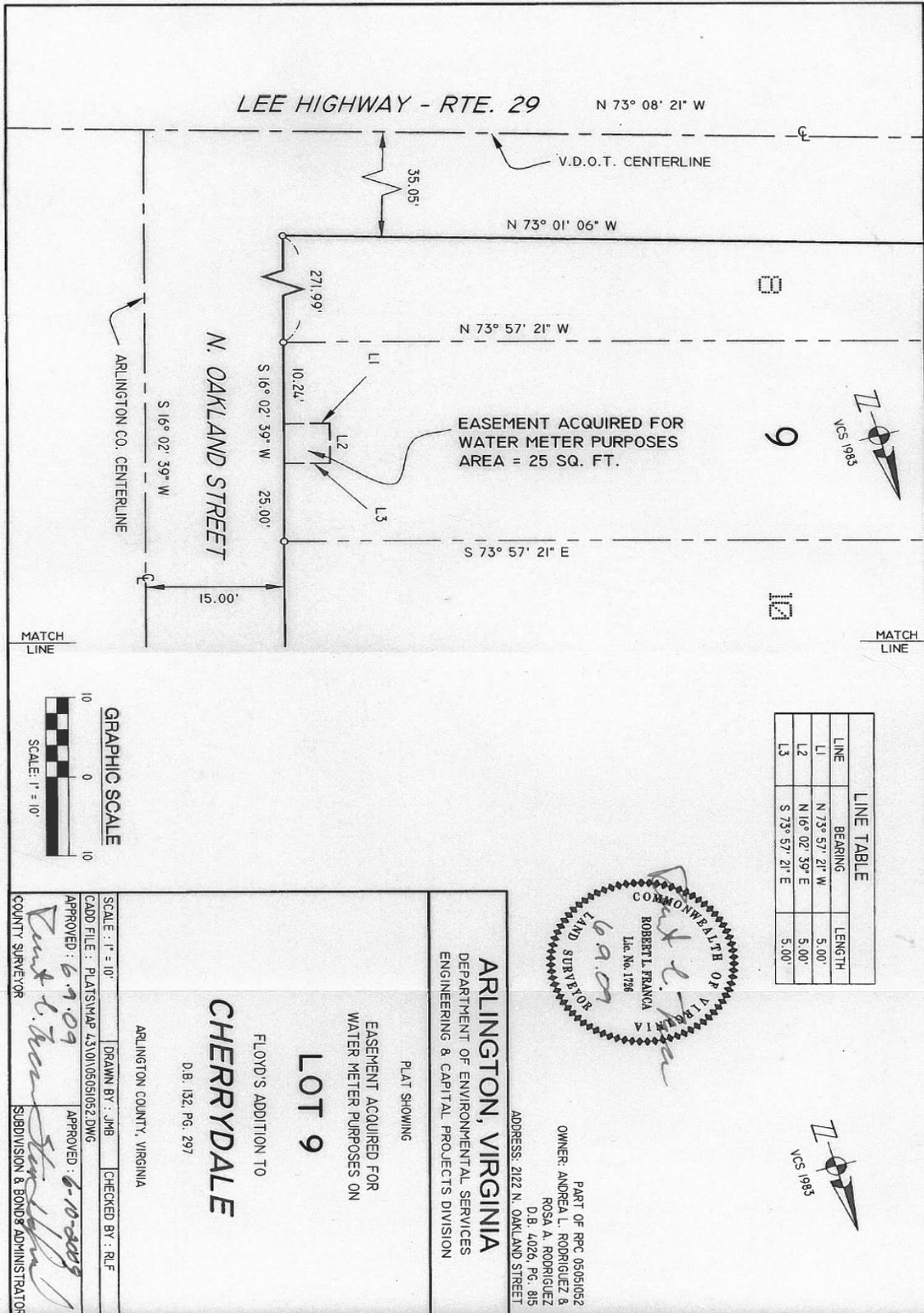
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

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. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051052
Address: 2122 North Oakland Street, Arlington, Virginia



**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

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

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 200__, by **ANDREW M. BIELTZ and DESIREE E. JAWORSKI**, Husband and Wife ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

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, Grantors do hereby grant and convey unto the Grantee a perpetual easement for water meter purposes over, under, upon and across **Fifteen (15)** 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 Water Meter Purposes on Lot 15, Floyd's Addition to Cherrydale, D.B. 132, PG. 297, Arlington County, Virginia**" which plat was approved on June 10, 2009, 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 **December 13, 1996**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2808** at Page **2204**, and more particularly described therein as "**Lot THIRTEEN (13), FOURTEEN (14) and FIFTEEN (15), of FLOYD'S ADDITION TO CHERRYDALE, as the same appears duly dedicated, platted and recorded in Deed Book 132 at page 297 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 a water meter, 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 water meter 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.

Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051048
Address: 2130 North Oakland Street, Arlington, Virginia

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 water meter 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 sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the water meter within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

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

This Deed 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.

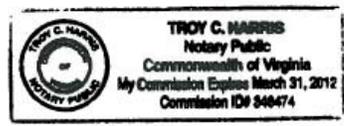
WITNESS the following signature(s):

GRANTOR:
Andrew M. Bieltz
ANDREW M. BIELTZ

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of July, 2009, by Andrew M. Bieltz, Grantor.

Notary Public: Troy C. Harris
My Commission expires: March 31, 2012



Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051048
Address: 2130 North Oakland Street, Arlington, Virginia

GRANTOR:

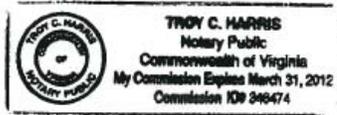
Desiree E. Jaworski
DESIREE E. JAWORSKI

State: Virginia

County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of July, 2009, by **Desiree E. Jaworski**, Grantor.

Notary Public: *Troy C. Harris*
My Commission expires: March 31, 2012



Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051048
Address: 2130 North Oakland Street, 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

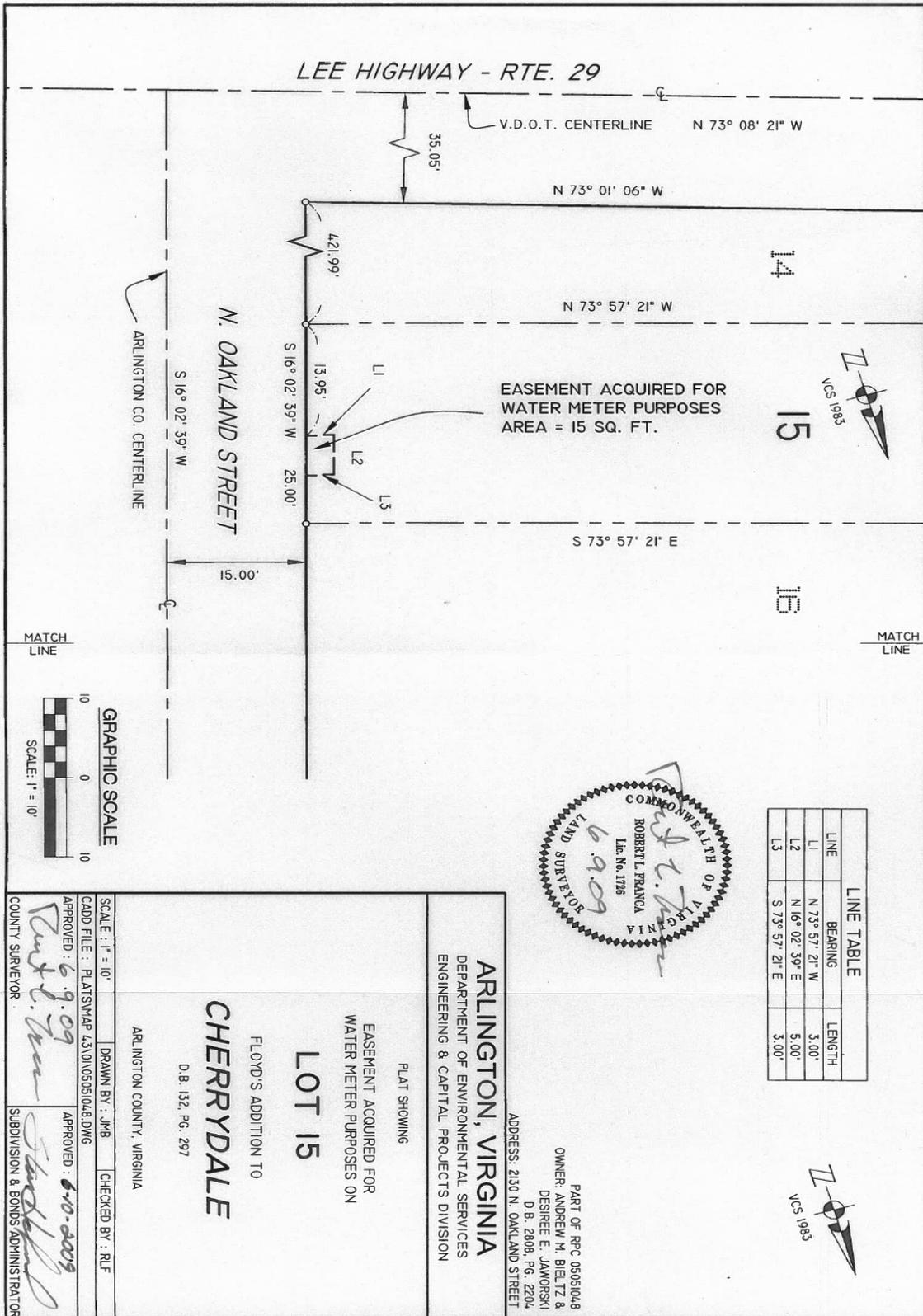
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

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. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051048
Address: 2130 North Oakland Street, Arlington, Virginia



**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
Engineering & Capital Projects Division
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

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

DEED OF EASEMENT

This DEED OF EASEMENT is made this ___ day of _____, 200__, by **DAVID E. HOFFMAN and JENESSA L. JACOBSON HOFFMAN**, husband and wife ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

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, Grantors do hereby grant and convey unto the Grantee a perpetual easement for water meter purposes over, under, upon and across **Fifteen (15)** 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 Water Meter Purposes on Lot 17, Floyd's Addition to Cherrydale, D.B. 132, PG. 297, Arlington County, Virginia**" which plat was approved on June 10, 2009 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 **March 19, 2009**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4253** at Page **1014**, and more particularly described therein as "**All of Lots numbered Sixteen (16) and Seventeen (17), of the Subdivision of FLOYD'S ADDITION TO CHERRYDALE, as the same is duly dedicated, platted and recorded in Deed Book 132 at Page 297, 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 a water meter, 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 water meter 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.

Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051047
Address: 2136 North Oakland Street, Arlington, Virginia

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 water meter 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 sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the water meter within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

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

This Deed 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.

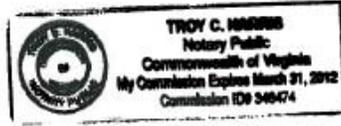
This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

GRANTOR:
David E. Hoffman
DAVID E. HOFFMAN
State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 8th day of September 2009, by David E. Hoffman, Grantor.

Notary Public: *Troy C. Harris*
My Commission expires: March 31, 2012



Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051047
Address: 2136 North Oakland Street, Arlington, Virginia

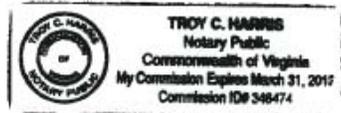
GRANTOR:

Jenessa L. Jacobson Hoffman
JENESSA L. JACOBSON HOFFMAN

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of September 2009, by **Jenessa L. Jacobson Hoffman**, Grantor.

Notary Public: Troy Harris
My Commission expires: March 31, 2012



Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051047
Address: 2136 North Oakland Street, 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

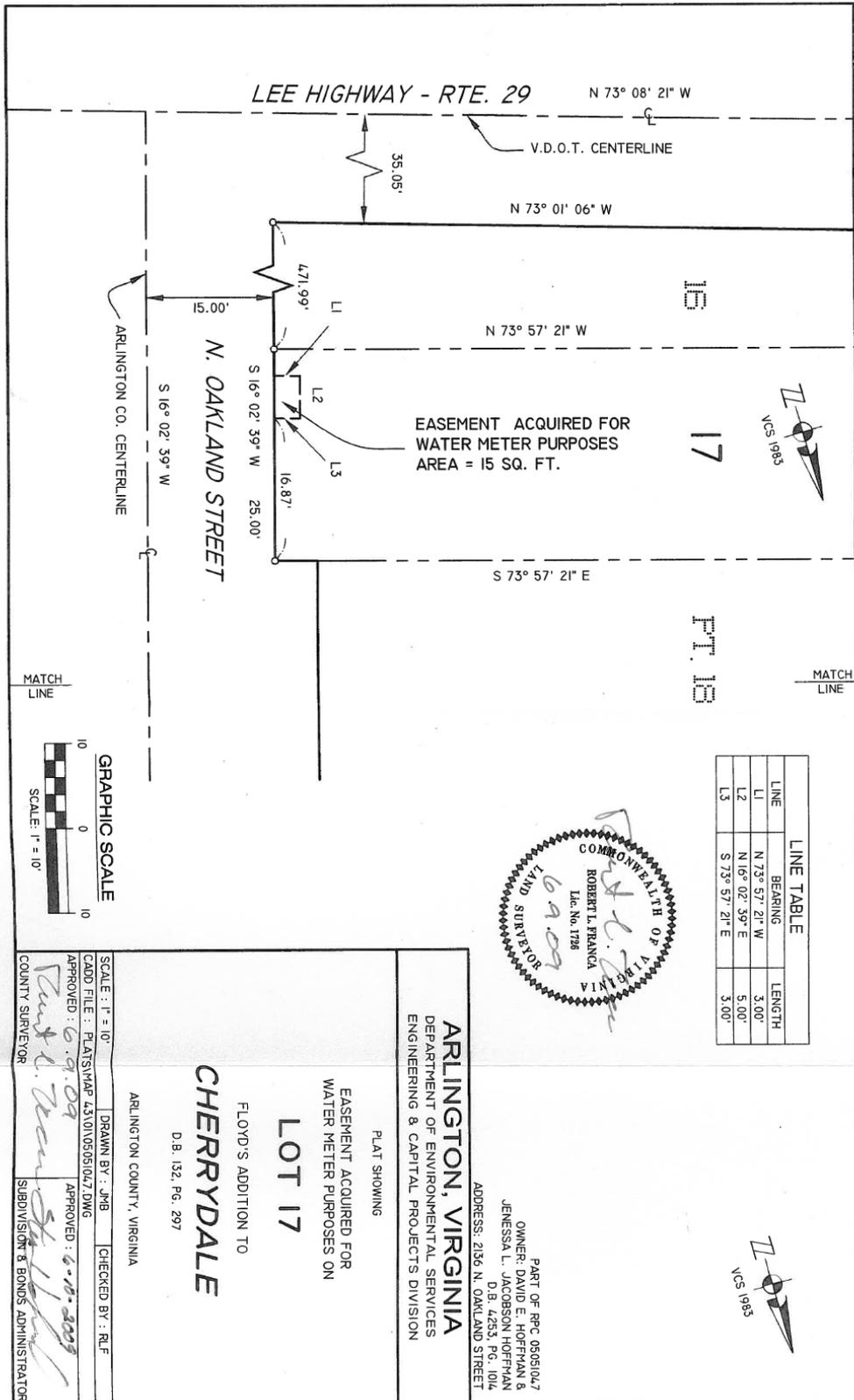
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

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__.

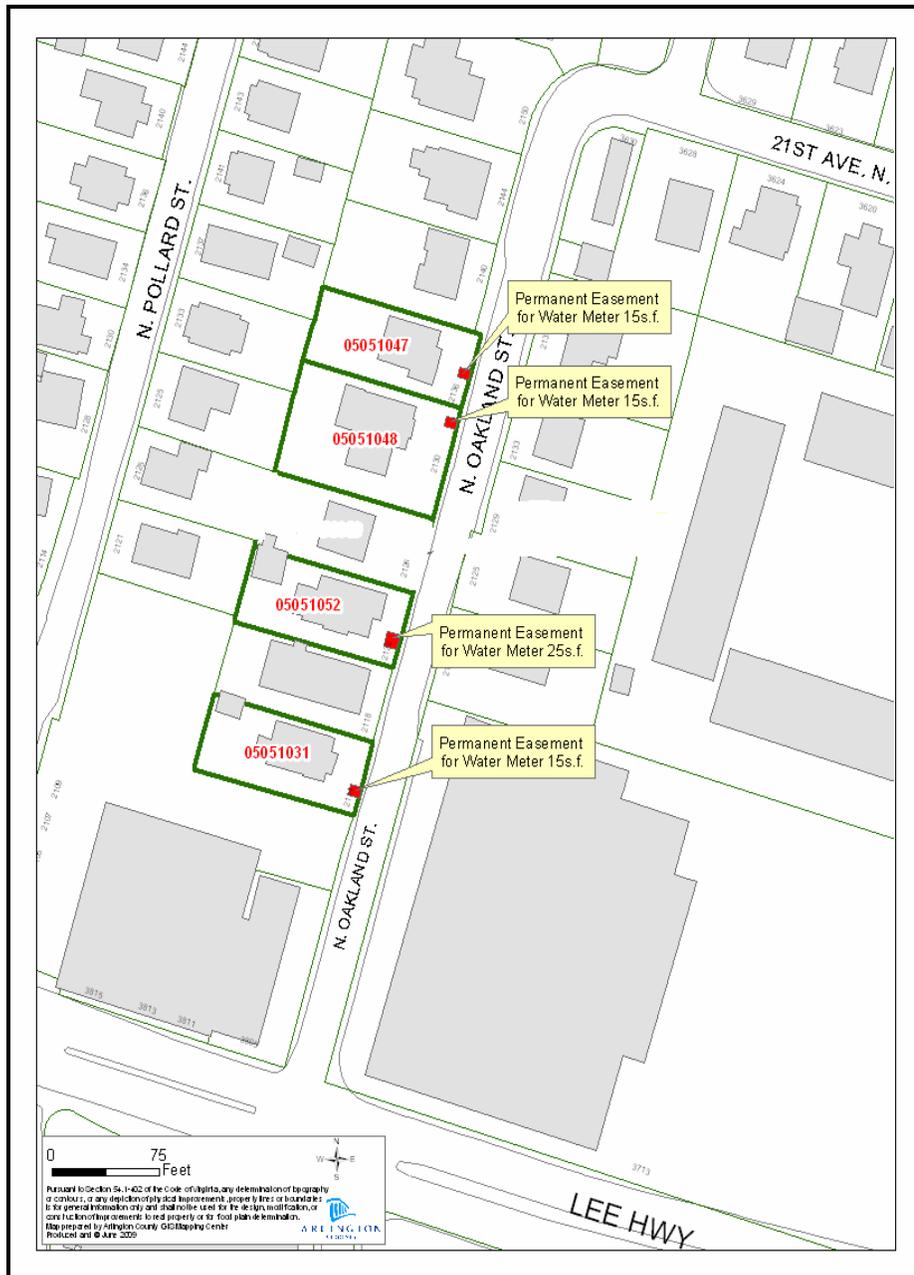
Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Project: N. Oakland St. from Lee Hwy. to 21st Ave. N. - Project # N475 (the "Project")
RPC: 05051047
Address: 2136 North Oakland Street, Arlington, Virginia



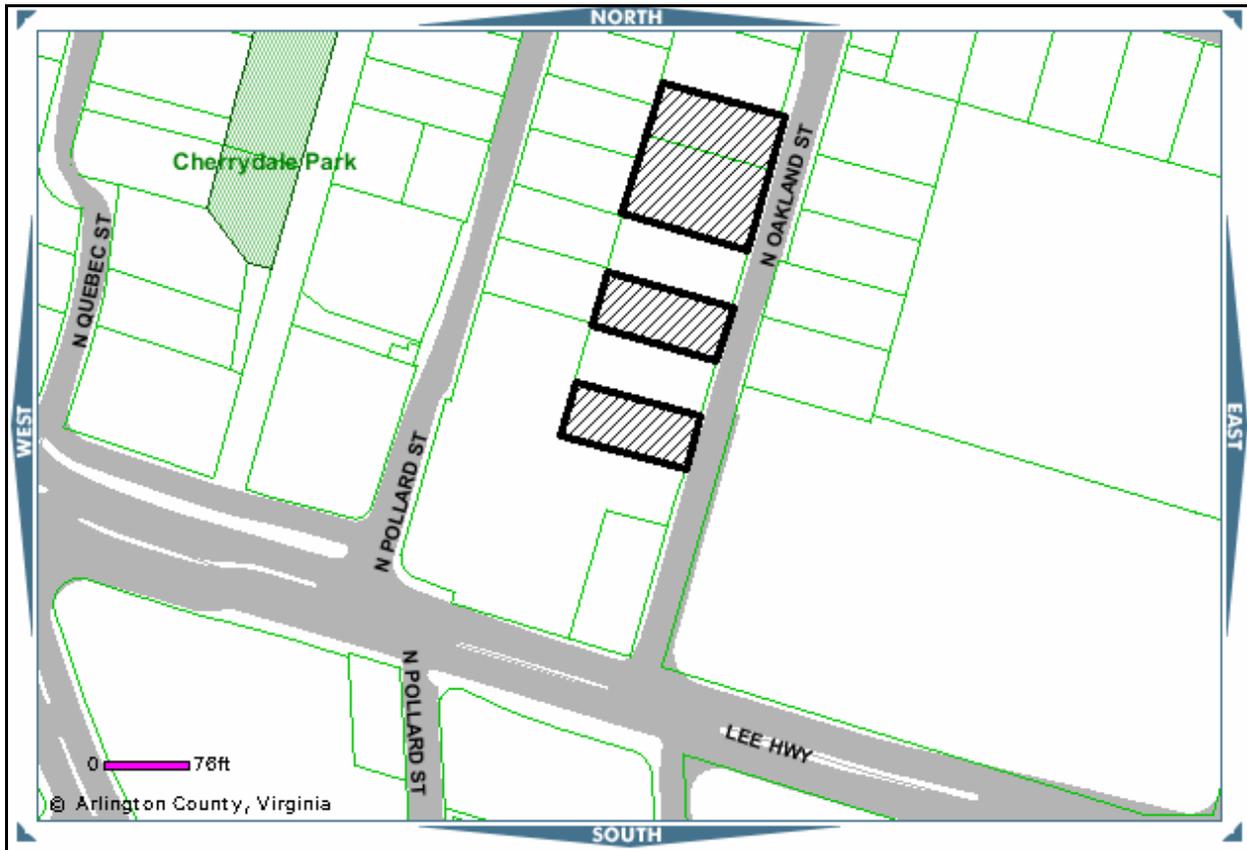
Vicinity Map



**N. Oakland St. from Lee Hwy. to 21st Ave. N.
Project 316.72301.C0B.0000/N475**

Public Sidewalk, curb and gutter
Boldface line on this schematic indicates the location of local improvement
Deeds of Easement
September 26, 2009

Vicinity Map



**DEEDS OF EASEMENT FOR WATER
METER PURPOSES**

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



= **Site Location**



**2114, 2122, 2130 & 2136 North Oakland Street
Arlington, Virginia
RPC Nos. 05051031, 05051052, 05051048 & 05051047
N. Oakland St. from Lee Hwy. to 21st Ave. N.
Project 316.72301.C0B.0000/N475**

The subject easements are located along the westerly side of North Oakland Street, north of the intersection of North Oakland Street and Lee Highway, within the Maywood Civic Association.

September 26, 2009