



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item
Meeting of March 13, 2010

REVISED REPORT

DATE: ~~February 25, 2010~~ March 9, 2010

SUBJECT: Adoption of a Resolution Granting a Density Credit, Under Section 36.L. of The Arlington County Zoning Ordinance for a Parcel, with Multiple Addresses, Located at the Southeast Corner of the Intersection of North Glebe Road and 20th Road North, RPC No. 07008006, in Exchange for a Fee Simple Dedication for Public Street and Utilities Purposes of a Portion of such Parcel to the County Board of Arlington County, Virginia; and Approval and Acceptance of an Offer of a Deed of Dedications and Easements.

REVISION EXPLANATION: The Plat, as hereinafter defined, has been completed and attached. The Deed of Dedications and Easements has been modified slightly; the 3,828 square-foot "easement for public sidewalk and utilities purposes" noted in the February 25, 2010 Board Report has been changed to an "easement for public sidewalk purposes", because no public utilities are proposed for this area.

C. M. RECOMMENDATIONS:

1. Adopt the Resolution attached hereto as Exhibit A (the "Resolution") granting a density credit in the amount of 3,463 square feet of land area to a parcel of real property with multiple addresses located at the southeast intersection of North Glebe Road and 20th Road North, RPC No. 07008006 (the "Property") to the fee simple owner of the Property, Archstone Parkland Gardens, LLC (the "Applicant"), in exchange for the voluntary fee simple dedication to the County Board of Arlington County, Virginia, of a 3,463 square foot portion of the Property for public street and utilities purposes;
2. Approve and Accept an Offer of a Deed of Dedications and Easements (the "Deed"), attached hereto as Exhibit B, from the Applicant to the County Board of Arlington County, Virginia (the "County Board"), dedicating the following portions of the Property to the County Board: 1) 3,463 square feet in fee simple for public street and utilities purposes with a density credit for the Property; 2) 630 square feet in fee simple for public street and utilities purposes without a density credit; 3) 40 square feet in fee simple for public street and utilities purposes without a density credit; 4) a 3,828 square-foot easement for public sidewalk ~~and utilities~~ purposes; 5) a 3,182 square foot ingress-egress easement; 6) a 362 square-foot public water service easement; and 7) a 10-foot wide public water line easement.

County Manager: BMD/GA

County Attorney: BAK/GAM

Staff: Michael Halewski, DES, Real Estate Bureau

3. Authorize the Real Estate Bureau Chief or his Designee, to accept on behalf of the County Board of Arlington County, Virginia, the Deed, subject to approval of the Deed as to form and acknowledgement of the density credit by the County Attorney.

ISSUE: No issues have been identified with the proposed street dedication and easement dedications on this by-right project. The Applicant must dedicate to the County Board two small portions of the Property to accommodate required additional street improvements as part of a project to be developed as a matter of right, along with four additional easements for various public purposes. The Applicant also will voluntarily dedicate an additional larger portion of the Property in fee simple to the County Board, at the County's request, in exchange for a density credit.

SUMMARY: This is a request for the adoption of a Resolution granting density credit, and approval and acceptance of an offer of dedication of a Deed of Dedications and Easements. Deeds conveying property rights or easements to the County must be accepted by, or on behalf of, the County Board in order to be valid. The public dedication and easements described in the attached proposed Resolution are needed to accommodate certain public facilities on the Property, which is being developed as a matter of right. In order to approve the by-right development of the Property, the Department of Environmental Services ("DES") is requiring the dedication in fee simple of a small portion of the Property, for public street and utilities purposes, to accommodate a needed widening for vehicular access of a portion of 20th Road North from North Glebe Road to the main entrance of the Property. The need for the street widening is generated by the project.

DES is also requesting a voluntary street dedication, in fee simple, of a larger portion of the Property in order to add an additional 10 feet of right-of-way to the current 20-foot-wide dedication of 20th Road North between North Glebe Road and North Albemarle Street. The requested dedication will also accommodate additional street improvements along this segment of street, and will also result in the minimum 30-foot width for a public street as defined in the Subdivision and Zoning Ordinances. The Applicant has agreed to voluntarily dedicate the requested additional street dedication in return for a density credit for the Property. In order to approve the site design plans for this project, other public easements will be required, which the Applicant is also offering for acceptance by the County Board.

BACKGROUND: The Property is located on the on the east side of North Glebe Road and along the south side of 20th Road North , one block south of the intersection of North Glebe Board and Lee Highway, as more particularly shown on the Vicinity Maps attached hereto as Exhibit D. The Applicant is pursuing approval by-right of a development for a multi-family residential building on the site, which is the former site of the Parkland Gardens Apartments. The former Parkland Gardens Apartments were demolished, and the Property is vacant. As part of the approval of the site design plans for this proposed development, DES negotiated a number of public improvements to be made by the Applicant, at its expense, along all the street frontages to this site. Those improvements include the reconstruction of a majority of 20th Road North

with curb, gutter, street lights and street trees, along with a new sidewalk along the entire frontage of the site that includes North Glebe Road. The Applicant will also install a new 12-inch water main in North Glebe Road to improve the County's system capacity and pressure. The street improvements also include a wider curb return to improve right-hand turns at the southeast corner of the intersection of 20th Road North and North Glebe Road.

The Applicant will be required to dedicate two portions of the Property: 1) a 630 square foot portion; and 2) a 40 square foot portion; both for public street and utilities purposes to accommodate a segment of street widening of the vehicular travel way to the back of the proposed curb along 20th Road North, from North Glebe Road to the main site entrance. The need for this widening, and the associated dedication, has been generated directly by the need to access this site from North Glebe Road along a wider section than the current street. Therefore, no density credit can be granted. The remaining 3,463 square-foot dedication of land along 20th Road North is being requested by DES, to continue the extension of the proposed curb alignment through to the intersection with North Albemarle Street at a narrower street width than existed before the former Parkland Garden Apartments were demolished. The narrowing of 20th Road North was done, in part, to alleviate the community's concern of potential cut-through traffic and speeding along this portion of the Waverly Hills neighborhood. This requested additional dedication of a uniform 10-foot wide strip of land also will result in a minimum 30-foot right-of-way that constitutes a public street as defined in both the Subdivision and Zoning Ordinances. Twentieth Road North between North Glebe Road and North Albermarle Street, originally dedicated as a 20-foot wide alley, has been shown as a through street in the Master Transportation Plan ("MTP") of the County's Comprehensive Plan for a number of years. The additional right-of-way dedication above will make this segment of 20th Road North consistent with its classification as a street in the MTP.

The Applicant has requested a density credit for the above 3,463 square-foot dedication, to be applied to the remaining Property, because the Applicant is not required to convey this portion of the Property as part of the approval of the site design plans. For a number of years, DES has attempted, without success, to obtain additional fee simple right-of-way along this segment of 20th Road North for potential street improvement projects. The Applicant has agreed to dedicate this additional segment of 20th Road North, at DES's request, as the proposed street and landscape improvements will benefit both the County and the proposed development. The Applicant will dedicate the additional right-of-way, at no cost to the County, along with the other dedications which are the subject of this report. DES supports the Applicant's request for a density credit, because the cost to the County for acquiring the area to be dedicated in fee simple would be considerably higher due to the potential development value of such amount of land.

The Applicant also offers to dedicate the following easements to the County Board: 1) a 3,828 square-foot easement for public sidewalk ~~and utilities~~ purposes to accommodate a 5-foot wide sidewalk along the entire site frontage on 20th Road North and on North Glebe Road, separated by a 5-foot wide planting strip to accommodate a significant number of street trees; 2) a 3,182 square foot ingress-egress easement along a required fire lane into the site from North Glebe Road; 3) a 362 square-foot public water service easement to accommodate the water meter installation to the development; and 4) a 10-foot wide public water line easement to accommodate a fire hydrant installation at the end of the aforesaid fire lane.

The fee simple street and easement dedications are more particularly described in an exhibit, entitled, “Plat Showing Dedications for Public Street and Utilities Purposes for 20th Road North and Various Public Easements on Part of the Original Frank Upman Property, Deed Book 590, Page 432, Arlington County, Virginia”, attached hereto as Exhibit C (the “Plat”).

DISCUSSION: Staff supports and recommends that the requested density credit of 3,463 square feet be granted and applied to the remaining Property for density credit calculations relating to the proposed development. If approved, the remaining 269,481 square foot parcel (after the fee simple street dedication) will be treated as a property consisting of 272,944 square feet solely for the purposes of density credit calculations. Granting density credit under these circumstances is permitted by Section 36.L. [Density Credit] of the Arlington County Zoning Ordinance, upon the following findings of the County Board of Arlington County, Virginia, all of which are applicable to the recommended dedication, and are recited in the attached Resolution (Exhibit A):

- **The portion of the property to be dedicated for public purposes is needed by the County for a public use (i.e. street and utilities uses).**

The 3,463 square-foot portion of the of the Property that the Applicant offers for dedication in fee simple to the County Board in exchange for the requested density credit will be used by the County Board for public use (i.e. street and utilities uses) including but not limited to the construction, reconstruction, relocation and maintenance of any or all present or future street and utilities purposes within the new right-of-way of 20th Road North without restrictions.

- **The portion of the property to be dedicated for said public purpose is suitable in location, size, shape, condition and topography for such public purpose.**

County review and approval of the site development plan and the associated public street improvements within the property to be dedicated have been deemed to be suitable in location, size, shape, condition and topography for the use as a portion of the right-of-way constituting the proposed reconstruction of 20th Road North.

- **There are no encumbrances, title restrictions, or survey exceptions to such portion of the property that would restrict, adversely affect, or otherwise interfere with public use of said portion of the property for such public purpose.**

A title search has been performed and no encumbrances, title restrictions, or survey exceptions to the 3,463 square-foot portion of the Property have been discovered that would restrict, adversely affect, or otherwise interfere with the public purpose and use of the said dedication.

- **The portion of the property to be dedicated for such public purpose is in accordance with the County’s Comprehensive Plan and the dedication of such portion to the property will contribute to the implementation of County Board approved transportation plans.**

The County’s current Comprehensive Plan, including the Master Transportation Plan (“MTP”), have already established the portion of 20th Road North between North Glebe Road and North Albermarle Street as a through street. The proposed dedication will be consistent with the MTP and will result in an overall dedication of 30 feet in width making it consistent with the definition of “street” in both the Subdivision and Zoning Ordinances of the County.

- **The portion of the property for which density credit is to be granted will be dedicated to the County Board without monetary or other compensation, except for granting of density credit.**

No compensation is being paid to the Applicant in exchange for the fee simple dedication to the County Board of the 3,463 square-foot portion of the Property, except for the granting of the density credit. The applicant will be responsible for all costs associated with the preparation of all required plats, plans, deeds and other related documents.

FISCAL IMPACT: None. No consideration, except for the exchange of the density credit that would be yielded by the area of the property being dedicated to the County, is being paid to the Property Owner in consideration for the fee dedication. All other fee simple and easement dedications are being donated at no cost to the County Board by the Property Owner.

EXHIBIT "A"

RESOLUTION GRANTING DENSITY CREDIT

WHEREAS, the County Manager has recommended that, in exchange for the fee simple dedication of 3,463 square feet for public purposes of the property with multiple addresses, located at the southeast intersection of North Glebe Road and 20th Road North, RPC No. 07008006 (the "Property"), the County Board should grant a density credit pursuant to Section 36.L. of the Arlington County Zoning Ordinance in the amount of density that would be yielded by 3,463 square feet of land area to the remaining 269,481 square foot parcel, as shown on the attached plat, such that the remaining parcel will be treated as a 272,944 square foot parcel for the purposes of density calculations; and

WHEREAS, upon consideration of the staff report of the County Manager, dated February 25, 2010, and other information presented at the time of consideration of this matter, the County Board finds that:

- The Property is currently zoned "RA8-18", Apartment Dwelling Districts.
- The portion of the Property to be dedicated for public purposes is needed by the County for a public use as public street and utilities.
- The portion of the Property to be dedicated for said public purpose is suitable in location, size, shape, condition and topography for such public purposes.
- There are no encumbrances, title restrictions, or survey exceptions to such portion of the Property that would restrict, adversely affect, or otherwise interfere with public use of said portion of the Property for such public purpose.
- The portion of the Property to be dedicated for such public purpose is in accordance with the County's Comprehensive Plan and the dedication of such portion to the Property has, and will continue to contribute to the implementation of the transportation improvements for 20th Road North, as detailed in the Master Transportation Plan, as adopted by the County Board of Arlington County, Virginia.
- The portion of the Property for which density credit is to be granted will be dedicated to the County Board without monetary or other compensation, except for granting of density credit.

NOW THEREFORE, BE IT RESOLVED, that in exchange for the dedication of a portion of the Property for public street and utilities purposes, the County Board, pursuant to Section 36.L. of the Arlington County Zoning Ordinance, hereby grants a density credit in the amount of density that would be yielded by 3,463 square feet to the Property as referenced in the attached dedication plat for the property.

EXHIBIT "B"

Prepared by/Return to:
H. Mark Goetzman
Walsh, Colucci, Lubeley, Emrich & Walsh, PC
2200 Clarendon Blvd., 13th Floor
Arlington, VA 22201

RPC NO. 07008006

Exempt from Recordation Tax per
Va. Code § 58.1-811.A.3.

DEED OF DEDICATIONS AND EASEMENTS

This Deed of Dedications and Easements (the "Deed"), is made this ____ day of _____, 2010, by and among **ARCHSTONE PARKLAND GARDENS LLC**, a Delaware limited liability company, Grantor/Grantee (also called "Owner"); **KURTIS J. MARX and R. SCOTT RITTER, TRUSTEES**, either of whom may act, Grantor/Grantee (the "Trustees"); **UNITED BANK**, a state banking association, Grantor/Grantee (the "Lender"); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, Grantor/Grantee (the "County").

RECITALS

WHEREAS, Owner is the owner of certain real property located at the southeast intersection of North Glebe Road and 20th Road North, in Arlington County, Virginia, RPC # 07008006, by virtue of a certain deed recorded in Deed Book 4153 at page 566 (the "Property"), all among the land records of Arlington County, Virginia (the "Land Records"); and

WHEREAS, in Deed Book 4171 at page 1084, the Property was conveyed in trust to the Trustees, to secure an indebtedness to the Lender (the "Deed of Trust"); and

WHEREAS, at a _____ meeting on _____, 2010, the County Board of Arlington County, Virginia approved a Resolution, a certified

copy of which is attached hereto as Exhibit A, granting a density credit pursuant to Section 36.L of the Arlington County Zoning Ordinance, in the amount of density that would be yielded by 3,463 square feet of land area to the remaining portion of the Property pursuant to the zoning provisions applicable to the Property on the date the amount of the density credit is determined;

WHEREAS, the aforementioned density credit was granted in exchange for the dedication to the County in fee simple of a 3,463 square foot portion of the Property for public street and utilities purposes (the "Resolution"); and

WHEREAS, it is the desire of the Owner, with the consent and approval of the Trustees and the Lender, to dedicate grant and convey, in fee simple, 3,463 square feet for public street and utilities purposes; and to acknowledge the density credit approved for the Property pursuant to the Resolution; to dedicate grant and convey, in fee simple, 630 square feet and 40 square feet for public street and utilities purposes; and to create, grant and convey unto the County 1) a 3,828 square foot Easement for Public Sidewalk Purposes, 2) a 3,182 square foot Ingress-Egress Easement 3) a 362 square foot Public Water Service Easement and; 4) a 1,501 square foot 10' Public Water Line Easement, all as hereinafter set forth, described and shown on a plat attached hereto and made a part hereof, entitled "PLAT SHOWING DEDICATIONS FOR PUBLIC STREET AND UTILITIES PURPOSES FOR 20TH ROAD NORTH AND VARIOUS PUBLIC EASEMENTS ON PART OF THE ORIGINAL FRANK UPMAN PROPERTY DEED BOOK 590 PAGE 432 ARLINGTON COUNTY, VIRGINIA", dated _____, prepared by VIKA Incorporated (the "Plat"), which Plat was

approved by the Arlington County Manager's designee on _____
_____, 2010.

DEDICATION FOR PUBLIC STREET AND UTILITIES PURPOSES (WITH DENSITY CREDIT)

NOW, THEREFORE, that in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and the Lender, as evidenced by their signatures affixed hereto, does hereby dedicate, grant and convey unto the County, its successors and assigns, in fee simple, free and clear of all liens, encumbrances and improvements, that certain portion of the Property designated as "3,463 SQ. FT. HEREBY DEDICATED FOR PUBLIC STREET AND UTILITIES PURPOSES (WITH DENSITY CREDIT)", as more particularly shown and described on the Plat.

ACKNOWLEDGEMENT OF PERPETUAL DENSITY CREDIT

NOW, THEREFORE, the Owner and the County do hereby acknowledge the County's adoption of the aforementioned Resolution granting a perpetual density credit in the amount of density that would be yielded by 3,463 square feet of land area, such density to be applied to the Property, pursuant to the zoning provisions then applicable to the Property. The density credit was granted in exchange for the aforesaid 3,463-square-foot fee simple dedication for public street and utilities purposes, and pursuant to the aforesaid Resolution, a certified copy of which is recorded immediately hereafter.

DEDICATIONS FOR PUBLIC STREET AND UTILITIES PURPOSES (NO DENSITY CREDIT)

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and the Lender, as evidenced by their signatures affixed hereto, does hereby dedicate, grant and convey unto the County, its successors and assigns, in fee simple, free and clear of all liens, encumbrances and improvements, those two certain portions of the Property designated as "630 SQ. FT. HEREBY DEDICATED FOR PUBLIC STREET AND UTILITIES PURPOSES (NO DENSITY CREDIT" and "40 SQ. FT. HEREBY DEDICATED FOR PUBLIC STREET AND UTILITIES PURPOSES (NO DENSITY CREDIT)", as more particularly shown and described on the Plat.

EASEMENT FOR PUBLIC SIDEWALK PURPOSES

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and the Lender, as evidenced by their signatures affixed hereto, does hereby create, grant and convey unto the County, its successors and assigns, an Easement for Public Sidewalk Purposes, over, under, across and through the Property, described as "EASEMENT FOR PUBLIC SIDEWALK PURPOSES, AREA = 3,828 SQ. FT. (HEREBY GRANTED)" in the locations and dimensions shown on the Plat (the "Sidewalk Easement"), for the purposes of construction, maintenance, removal, repair,

reconstruction, replacement and relocation of present or future public sidewalks within the areas of said Sidewalk Easement. The aforesaid Sidewalk Easement is subject to the following terms and conditions:

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

INGRESS-EGRESS EASEMENT

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and the Lender, as evidenced by their signatures affixed hereto, does hereby create, grant and convey unto the County, its successor and assigns, an Ingress-Egress Easement ("I/E Easement"), over, under across and through the portion of the Property more particularly shown and described on the Plat as "INGRESS-EGRESS EASEMENT, AREA = 3,182 SQ. FT. (HEREBY GRANTED)", for the purposes of ingress and egress for County and other emergency vehicles, and for the purpose of performing any governmental functions which the County may find necessary or desirable to perform.

The I/E Easement is subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks, driveways, paths and all appurtenant facilities installed in the I/E Easement shall be and remain the property of the Owner, its successor and assigns, who shall properly maintain the property and said facilities.
2. The County and its agents shall have full and free use of the I/E Easement for the purposes named herein, and shall have all rights and privileges reasonably necessary to the exercise of the I/E Easement, including the right to access to and from the I/E Easement and the right to use adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, installation, construction, maintenance, removal, repair, reconstruction, replacement or relocation, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land. The County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the I/E Easement being dedicated, provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery, and the reseeding or resodding of lawns, but not the replacement of structure, trees or other obstructions.
4. The Owner reserves the right to use the I/E Easement in any manner which is not inconsistent with the easement rights herein conveyed or which interferes with the use of the I/E Easement for the purposes named.
5. The Owner covenants the Owner is seized of the Property and has the right to convey the I/E Easement, and that the Owner shall make no use of the easement area which is inconsistent with the easement rights hereby granted.

PUBLIC WATER SERVICE EASEMENT

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and the Lender, as evidenced by their signatures affixed hereto, does hereby create, grant and convey unto the County, its successors and assigns, a Public Water Service Easement (the "Water Service Easement"), over, under, across and through the Property, in the location and dimensions shown on the Plat and designated as "PUBLIC WATER SERVICE EASEMENT, AREA = 362 SQ. FT. (HEREBY GRANTED)", for the purposes of installation, construction, maintenance, removal, repair, reconstruction, replacement and relocation of present or future water valves, water meters and appurtenant facilities within the said easement area. The

aforesaid Water Service Easement is subject to the following terms and conditions:

1. All water service and appurtenant facilities which are installed in the easement shall be and remain the property of the County, its successors and assigns.
2. The County and its agents shall have full and free use of the Water Service Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Water Service Easement, including the right of access to and from the Water Service Easement, and the right to use the adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, location, maintenance, removal, repair, reconstruction, replacement and relocation, of any utility and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land. The County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.
3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Water Service Easement being conveyed deemed by it to interfere with the proper construction, operation and maintenance of said water service facilities; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.
4. The Owner reserves the right to use the Water Service Easement in any manner which is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Water Service Easement for the purposes named.
5. The Owner covenants that they are seized of and have the right to convey the Water Service Easement, and that the Owner shall make no use of the Water Service Easement which is inconsistent with the easement rights hereby granted.

10' PUBLIC WATER LINE EASEMENT

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Trustees and the Lender, as evidenced by their signatures affixed hereto, does hereby create, grant and convey unto the County, its successors and assigns, a 10' Public Water Line Easement (the "Water Line Easement"), over, under, across and through the Property, in the location and dimensions shown on the Plat and designated as "10' PUBLIC WATER LINE EASEMENT (HEREBY GRANTED)", for the purposes of installation, construction, maintenance, removal, repair, reconstruction, replacement and relocation of present or future water mains, fire hydrants, water valves, and appurtenant facilities within the said easement area. The aforesaid Water Line Easement is subject to the following terms and conditions:

1. All water line and appurtenant facilities which are installed in the easement shall be and remain the property of the County, its successors and assigns.
2. The County and its agents shall have full and free use of the Water Line Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Water Line Easement, including the right of access to and from the Water Line Easement, and the right to use the adjoining land of the Owner where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, location, maintenance, removal, repair, reconstruction, replacement and relocation, of any utility and further, this right shall not be construed to allow the County to erect any building, structure or facility of a permanent nature on such adjoining land. The County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of

shrubby and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or reasonably near the Water Line Easement being conveyed deemed by it to interfere with the proper construction, operation and maintenance of said water service facilities; provided, however, that the County at its own expense shall restore, as nearly as practicable, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the reseeding or resodding of lawns, but not the replacement of structures, trees or obstructions.
4. The Owner reserves the right to use the Water Line Easement in any manner which is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Water Line Easement for the purposes named.
5. The Owner covenants that they are seized of and have the right to convey the Water Line Easement, and that the Owner shall make no use of the Water Line Easement which is inconsistent with the easement rights hereby granted.

COVENANTS REAL

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

RELEASE/SUBORDINATION

FURTHER WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustees, as authorized to act by the Lender, as evidenced by their signatures affixed hereto, do hereby release and discharge from the liens and operation of the Deed of Trust those portions of the Property dedicated for public street and utilities

purposes, and do hereby consent to and subordinate the lien of the Deed of Trust to the easements granted herein and as shown on the Plat.

It is expressly understood that the release of the portions of the Property described above from the lien of Deed of Trust shall not in any way affect the lien of the Deed of Trust upon the remaining portion of the Property not released hereby, and that the subordination of the lien of the Deed of Trust to the easements granted herein shall not otherwise affect the lien of the Deed of Trust, which remains in full force and effect.

FREE CONSENT

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

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

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

The recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

**ARCHSTONE PARKLAND GARDENS
LLC, a Delaware limited liability
company**

By: _____
Name: _____
Title: _____

STATE OF _____:
COUNTY OF _____: to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, _____ of Archstone Parkland Gardens LLC.

Notary Public

My Commission Expires: _____
Virginia Notary Registration ID #: _____

KURTIS J. MARX, TRUSTEE

STATE OF _____:
COUNTY OF _____: to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Kurtis J. Marx, Trustee.

Notary Public

My Commission Expires: _____
Virginia Notary Registration ID #: _____

R. SCOTT RITTER, TRUSTEE

STATE OF _____:
COUNTY OF _____: to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by R. Scott Ritter, Trustee.

Notary Public

My Commission Expires: _____
Virginia Notary Registration ID #: _____

UNITED BANK

By: _____
Name: _____
Title: _____

STATE OF _____:
COUNTY OF _____: to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, _____ of UNITED BANK.

Notary Public

My Commission Expires: _____
Virginia Notary Registration ID #: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this ____ day of _____, 2010, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said County Board duly adopted on _____, 2010.

By: _____
Name: Uri Arkin
Title: Real Estate Bureau Chief

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, this ____ day of _____ 2010.

Notary Public

My Commission Expires: _____
Virginia Notary Registration ID #: _____

EXHIBIT "C"

CURVE TABLE

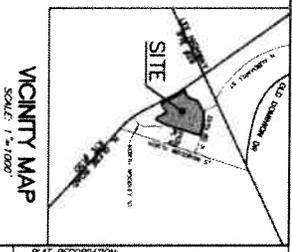
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEG.	CHORD
C1	104.81	121.00	43.07°	44.47'	N41°31'12" E	30.87'
C2	146.61	168.40	53.53°	73.37'	N31°14'35" W	146.55'
C3	146.61	168.40	53.53°	73.37'	N31°14'35" W	146.55'
C4	146.61	168.40	53.53°	73.37'	N31°14'35" W	146.55'
C5	137.18	168.40	52.15°	68.64'	N31°03'12" W	137.14'
C6	84.31'	123.97'	43.33°	48.49'	N43°28'43" W	92.17'
C7	84.31'	123.97'	43.33°	48.49'	N43°28'43" W	92.17'
C8	84.31'	123.97'	43.33°	48.49'	N43°28'43" W	92.17'
C9	84.31'	123.97'	43.33°	48.49'	N43°28'43" W	92.17'
C10	101.76	121.00	48.11°	54.16'	N41°03'09" E	96.78'
C11	84.31'	123.97'	43.33°	48.49'	N43°28'43" W	92.17'
C12	84.31'	123.97'	43.33°	48.49'	N43°28'43" W	92.17'
C13	90.95'	121.00	43.03°	47.74'	N43°28'43" E	88.87'
C14	84.31'	123.97'	43.33°	48.49'	N43°28'43" W	92.17'
C15	84.31'	123.97'	43.33°	48.49'	N43°28'43" W	92.17'
C16	84.31'	123.97'	43.33°	48.49'	N43°28'43" W	92.17'
C17	84.31'	123.97'	43.33°	48.49'	N43°28'43" W	92.17'
C18	111.85'	133.00'	48.11°	58.42'	S41°03'09" W	108.58'
C19	122.18'	203.00'	63.33°	12.39'	S18°21'14" W	21.08'
C20	128.25'	168.40'	53.53°	62.66'	S30°44'58" E	128.21'
C21	11.89'	24.50'	27.48°	6.08'	S21°34'54" W	11.77'
C21A	4.06'	24.50'	97.81°	2.03'	S50°44'22" W	4.05'
C21B	7.83'	24.50'	181.85°	3.85'	S18°50'16" W	7.80'

NOTES:

- THE PROPERTY DESCRIBED ON THIS PLAN APPEARS IN ARLINGTON COUNTY RECORDS AS BEING PART OF THE PROPERTY IDENTIFIED BY THE PROPERTY CODE 0902 NUMBER 0709000.
- THE PROPERTY SHOWN HEREON IS CURRENTLY IN THE CARE OF ARKITECH PARTNERS AND GARDNER, LLC AS RECORDED IN DEED BOOK 4153 AT PAGE 366, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.
- STANDARD INDENTATION SHOWN HEREON BASED ON A PLOD FOR BOUNDARY SURVEY PREPARED BY VICKI, INC., SEPTEMBER, 2007.
- THE HORIZONTAL BOUNDARY SHOWN HEREON IS REFERENCED TO DEED BOOK 4153 AT PAGE 366 AS RECORDED AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.
- CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT REFERENCE NO. 80702150-2102 WITH AN EFFECTIVE DATE OF AUGUST 29, 2007 AT 8AM (REVISION 1) SCHEDULE B - SECTION 2 EASEMENTS LISTED HAVE BEEN INCORPORATED INTO THIS SURVEY.
- THE 3,463 SQUARE-FOOT DEDICATION FOR PUBLIC STREET AND UTILITIES FRANK UPMAN ON THIS PLAN IS SUBJECT TO A RESOLUTION FOR DENSITY CREDIT AND VARIOUS PUBLIC EASEMENTS ON FRANK UPMAN PROPERTY ON MARCH 13, 2010, PURSUANT TO SECTION 56.1 OF THE ARLINGTON COUNTY ZONING ORDINANCE.
- 2" = 1" SCALE
PA = PROPERTY LINE
C = CENTERLINE

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: _____ APPROVED: _____
PLAT EXAMINER: _____ SUBDIVISION AND BOUNDARY ADMINISTRATOR



AREA TABULATION

EXISTING SITE AREA	273,614 SQ. FT. OR 6.2813 ACRES
STREET DEDICATION (AND BENEFIT CREDIT)	670 SQ. FT. OR 0.01538 ACRES
STREET DEDICATION (WITH BENEFIT CREDIT)	3,463 SQ. FT. OR 0.07990 ACRES
TOTAL NET SITE AREA REMAINING	269,481 SQ. FT. OR 6.18643 ACRES
SITE AREA WITH BENEFIT CREDIT	272,944 SQ. FT. OR 6.26959 ACRES

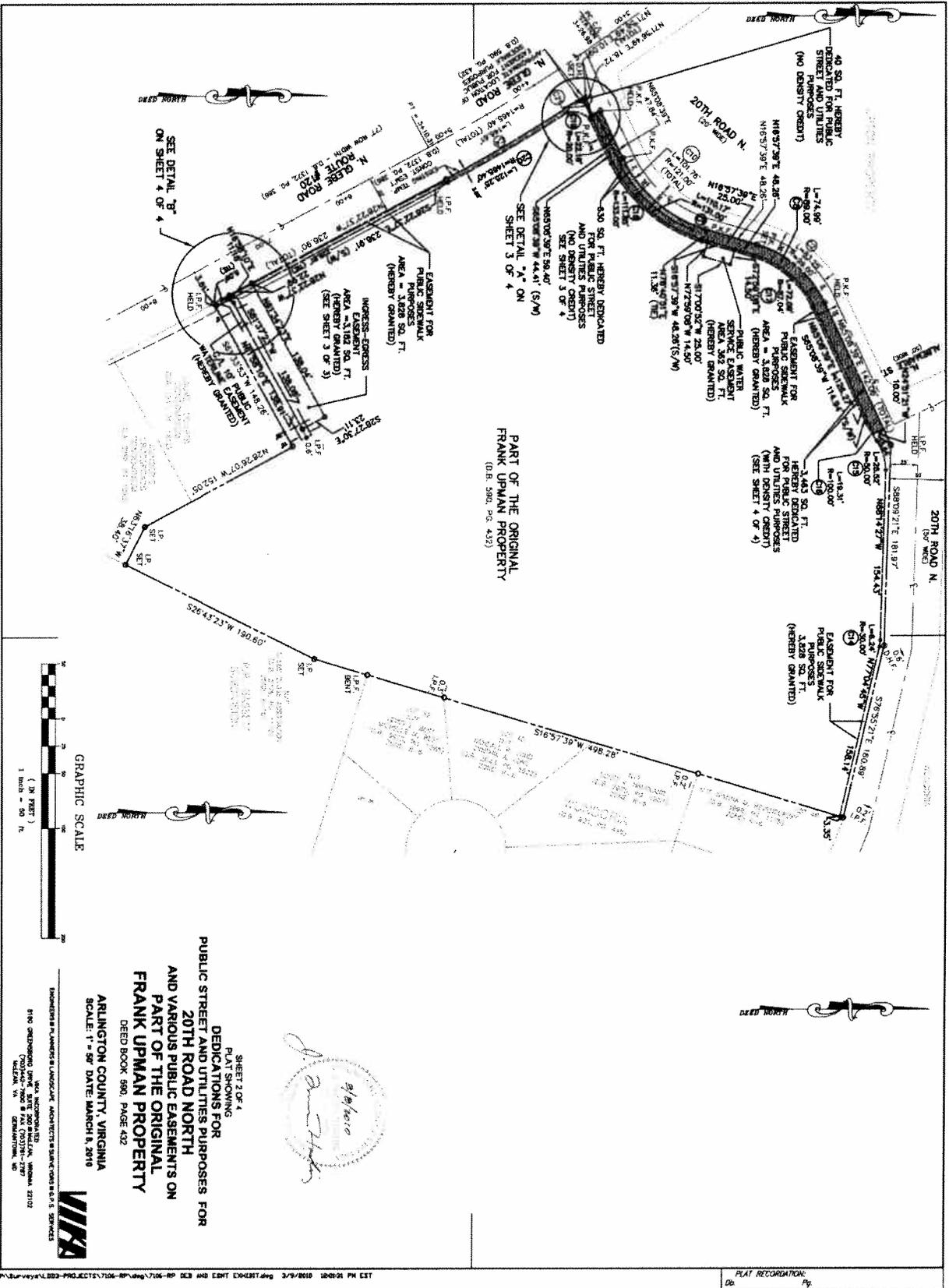


SHEET OF 1
PUBLIC STREETS AND UTILITIES PURPOSES FOR
DEDICATIONS FOR
20TH ROAD NORTH
AND VARIOUS PUBLIC EASEMENTS ON
PART OF THE ORIGINAL
FRANK UPMAN PROPERTY

ARLINGTON COUNTY, VIRGINIA
SCALE: 1" = 1000'
DATE: MARCH 4, 2010

ENGINEER: R. W. HARRIS, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF VIRGINIA
R.W. HARRIS & ASSOCIATES, INC.
1000 COMMONWEALTH BLVD., SUITE 200, FALLS CHURCH, VIRGINIA 22046
TEL: 703.441.1100 FAX: 703.441.1101
WWW.RWHARRIS.COM

FP# 692



SHEET 1 OF 4
PLAT SHOWING
PUBLIC STREET AND UTILITIES PURPOSES FOR
20TH ROAD NORTH
AND VARIOUS PUBLIC EASEMENTS ON
PART OF THE ORIGINAL
FRANK UPMAN PROPERTY
 DEED BOOK 990 PAGE 432
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 50' DATE: MARCH 8, 2010

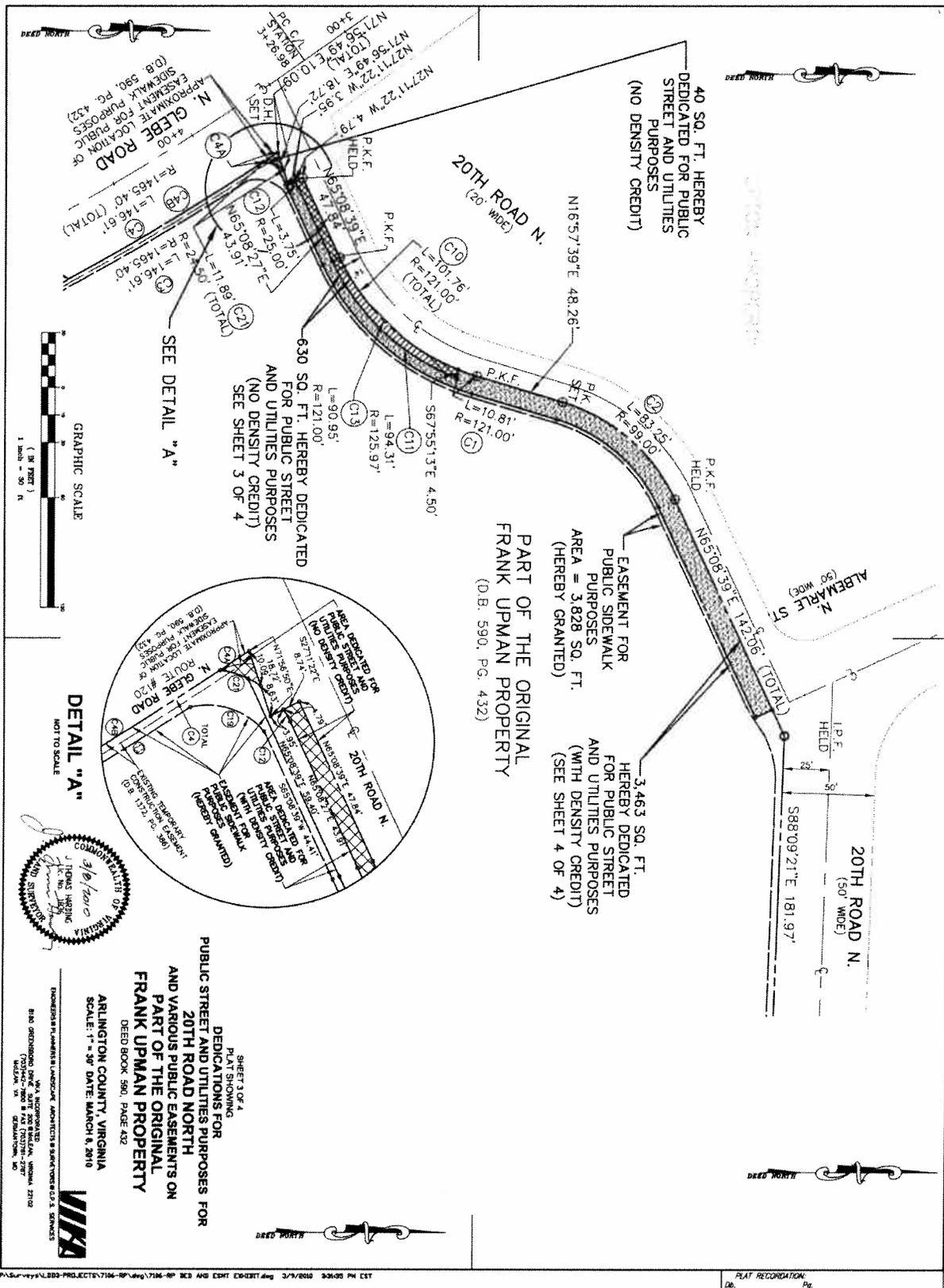
Signature
 [Professional Seal]

ENGINEER & LANDSCAPE ARCHITECTS/SURVEYOR'S SERVICES
 5100 GREENBERRY AVENUE
 SUITE 100
 FALLS CHURCH, VIRGINIA 22041
 (703) 444-7200
 (703) 444-7207
 FALLS CHURCH, VA 22041

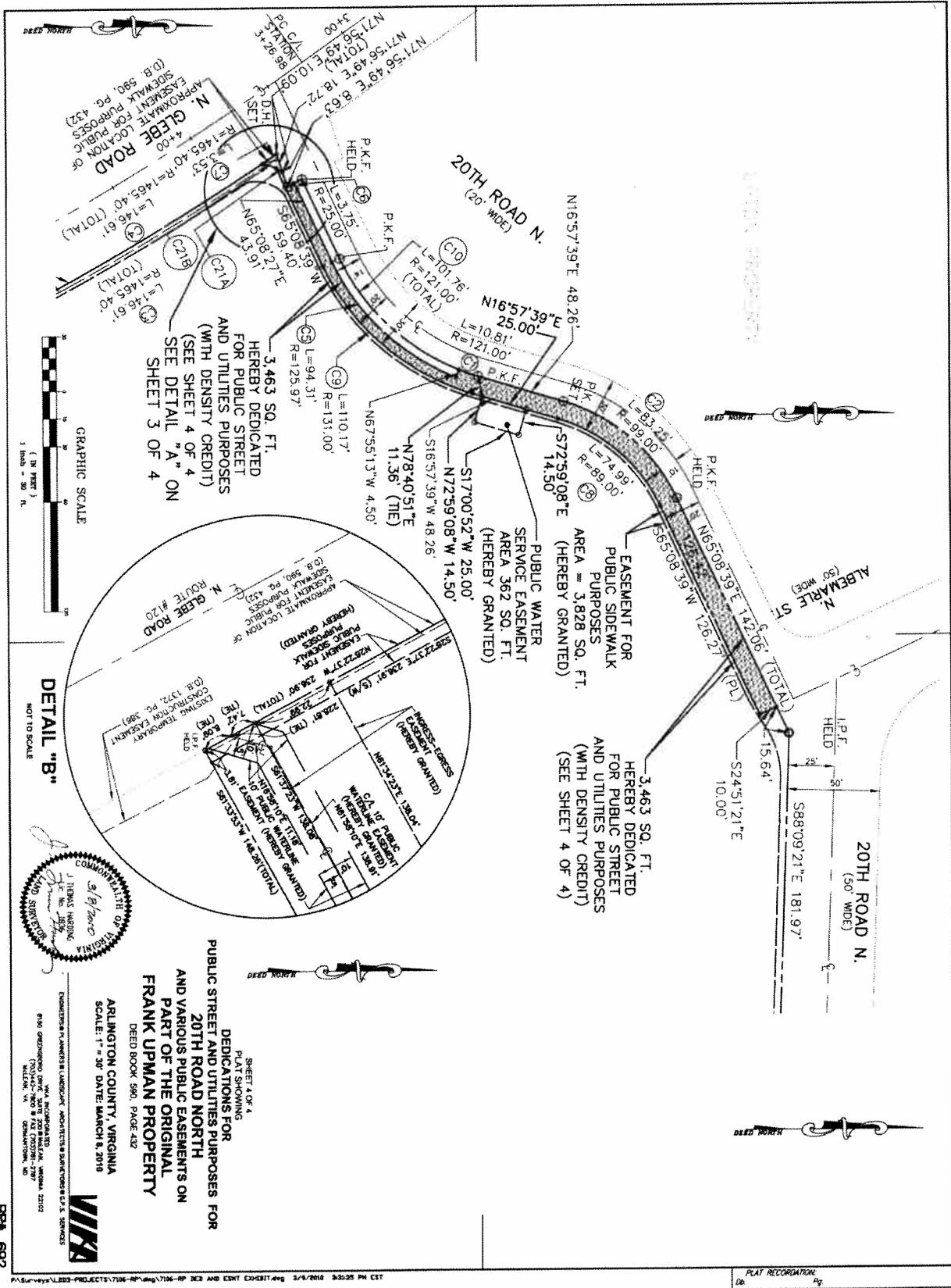


RP# 692

Survey\1183-PROJECTS\7106-RP\dwg\7106-RP_DED AND EMT_EXHIBIT.dwg 3/9/2010 10:01:31 PM EST
 PLAT RECORDATION: [Signature]



Approval of Density Credit
 Acceptance of Deed of Dedications and Easements



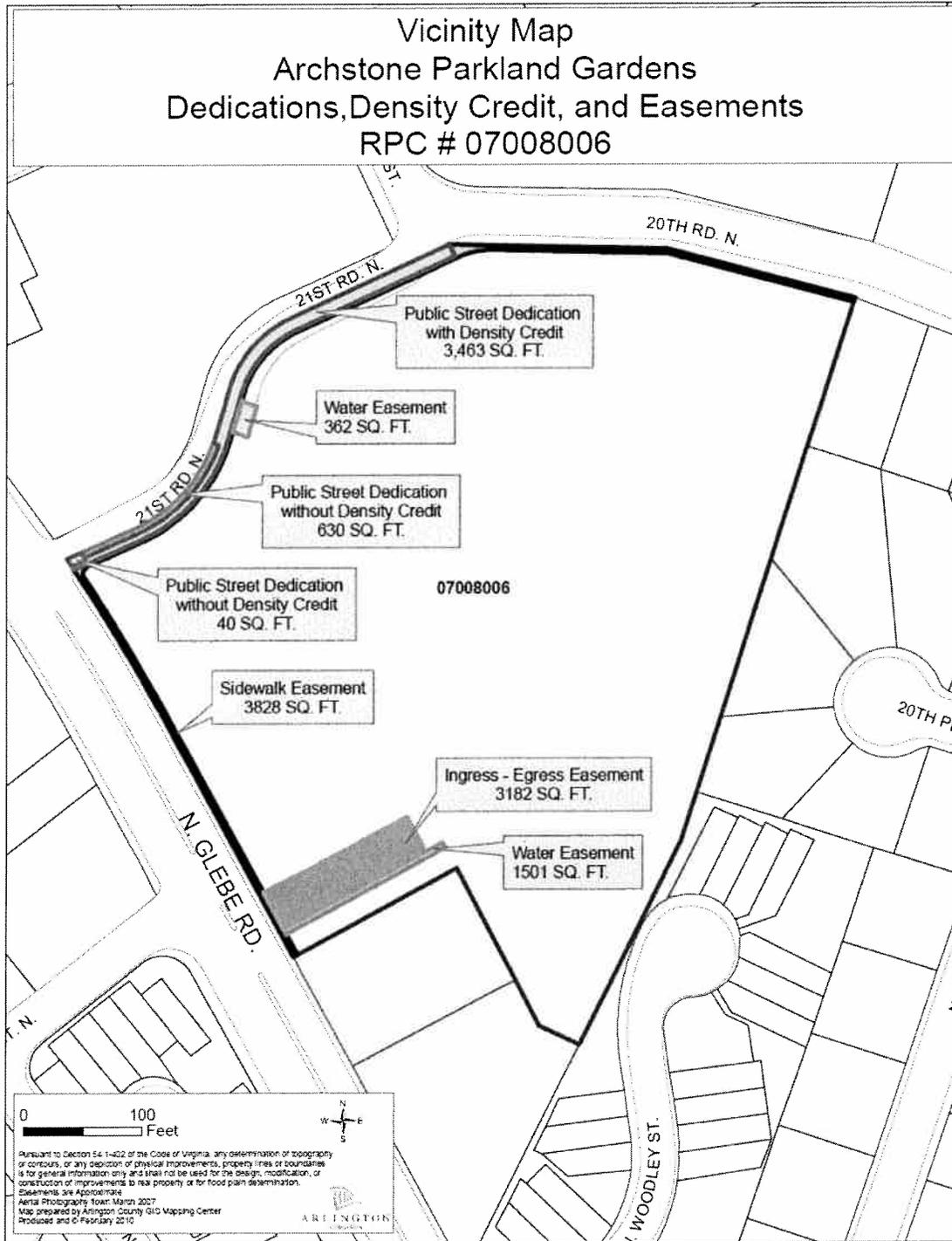
DETAIL "B"
NOT TO SCALE



SHEET 1 OF 4
 PLAT SHOWING
 DEDICATIONS FOR
 PUBLIC STREET AND UTILITIES PURPOSES FOR
 20TH ROAD NORTH
 AND VARIOUS PUBLIC EASEMENTS ON
 PART OF THE ORIGINAL
 FRANK UPMAN PROPERTY
 DEED BOOK 990, PAGE 432
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 50' DATE: MARCH 8, 2010

FP# 692

EXHIBIT "D"
VICINITY MAP ONE

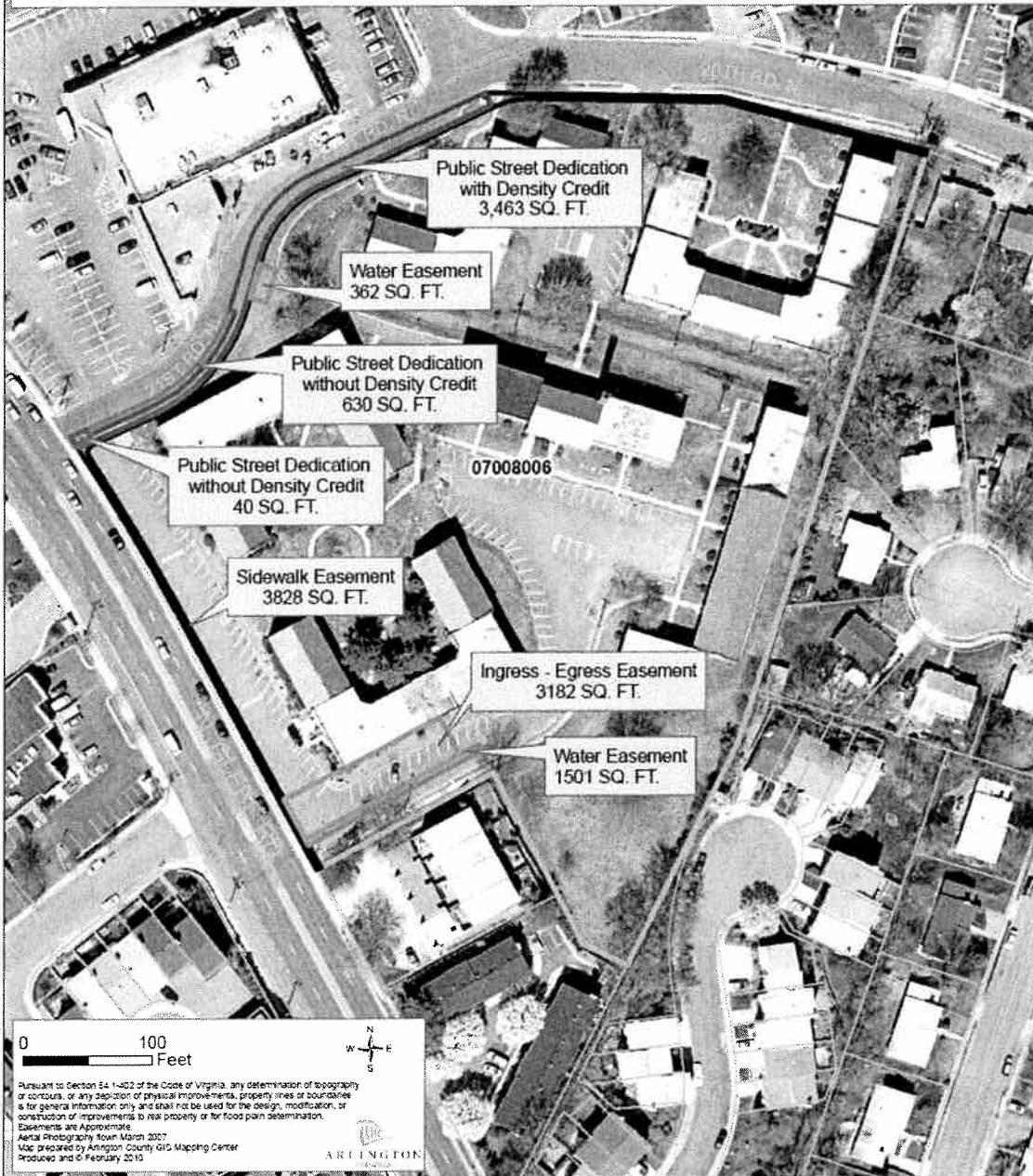


APPROVAL OF DENSITY CREDIT AND ACCEPTANCE OF DEED OF DEDICATIONS AND EASEMENTS

March 13, 2010

VICINITY MAP TWO

Vicinity Map
Archstone Parkland Gardens
Dedications, Density Credit, and Easements
RPC # 07008006



APPROVAL OF DENSITY CREDIT AND ACCEPTANCE OF DEED OF DEDICATIONS AND EASEMENTS

March 13, 2010

