



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of April 24, 2010

DATE: April 1, 2010

SUBJECT: Approval and Acceptance of Deeds of Easement (“Deeds”) for Relocation of Water Meters Associated with a Department of Environmental Services Storm Drainage Project (“Project”) on Properties Located at 3914 17th Street North (RPC 06024012) and 3910 17th Street North (RPC 06024013).

C. M. RECOMMENDATION:

1. Approve the attached Deed of Easement from Cathy L. Berlow, Trustee, to the County Board of Arlington County, Virginia, for a permanent easement for water meter purposes on a portion of the property located at 3914 17th Street North, RPC 06024012; and
2. Approve the attached Deed of Easement from Steven J. Schamberger and Jill W. Schamberger to the County Board of Arlington County, Virginia, for a permanent easement for water meter purposes on a portion of the property located at 3910 17th Street North, RPC 06024013; and
3. Authorize the Real Estate Bureau Chief, Engineer and Capital Projects Division, Department of Environmental Services, or his designee, to accept on behalf of the County Board, the Deeds of Easement attached hereto as Attachments 1 and 2, for permanent easements on portions of the properties located at 3914 17th Street North and 3910 17th Street North, subject to approval as to form by the County Attorney.

ISSUE: The County Board is required to review and approve acceptance of Deeds of Easement to the County. No issue has been identified.

SUMMARY: This is a request for the County Board’s approval and authorization to accept two Deeds, attached hereto as Attachments 1 and 2, for relocation of the water meters associated with a County construction project located at 3914 17th Street North and 3910 17th Street North (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 17th Street North onto private property. Relocation of the water meters will allow the County to proceed with the proposed construction

County Manager:

County Attorney:

Staff: Lynne Porfiri, DES Real Estate Bureau

of 17th Street North. The Project will include construction of public sidewalk, curb and gutter, driveway aprons and full depth repaving of 17th Street North. The repaved 17th Street North will allow better drainage to curb, gutter, and catch basin facilities. This Project is a storm drainage improvements project of the Department of Environmental Services known as "17th Street North, From North Quincy Street to County Park".

The respective property owners 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 easement 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 _____, 20__, by **CATHY L. BERLOW TRUSTEE**, under the provisions of the Cathy L. Berlow Revocable Trust dated November 7, 2008 ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("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, Grantor does 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 2, F.C. Roe Subdivision of Lot T, of the Elizabeth T. Schutt Property, D.B. 255, PG. 561, Arlington County, Virginia**" which plat was approved on **March 9, 2010** 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 7, 2008**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4225** at Page **1376**, and more particularly described therein as "**BEGINNING at a point in the south line of Roe Avenue, as said Avenue appears upon the plat of F.C. Roe's Subdivision, recorded in Deed Book 255 at Page 561, of the land records of Arlington County, Virginia, said point of beginning being the north corner common to Lots No. 1 and 2 on said plat; thence with a part of the south line of said Roe Avenue, S. 85 degrees 45' E. 61.41 feet to a point; thence departing from said Roe Avenue, S. 6 degrees 57' W. 184.04 feet to a point in the south line of lot marked "Reserved"; thence with a part of said "Reserved" lot's south line, N. 57 degrees 32' W. 59.86 feet to the southwardly projection of the line common to Lots Nos. 1 and 2; thence with said projected line, reversed, N. 4 degrees 15' E. 155.10 feet to the point of beginning, containing 9,746.5 square feet, more or less, and being parts of Lots Nos. 2 and 3, and part of Lot marked "Reserved", on said plat**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove a water

Project: 17th Street N. -From N. Quincy Street to County Park - Project # CG05 (the "Project")
RPC: 06024012
Address: 3914 17th Street North, Arlington, Virginia

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.

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 water meter 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 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

WITNESS the following signature(s):

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Project: 17th Street N. -From N. Quincy Street to County Park - Project # CG05 (the "Project")

RPC: 06024012

Address: 3914 17th Street North, Arlington, Virginia

GRANTOR:

Cathy L. Berlow, Trustee
CATHY L. BERLOW, TRUSTEE

Under the Cathy L. Berlow Revocable Trust
Dated November 7, 2008

State: VA
County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of April,
2010, by **Cathy L. Berlow, Trustee**, Grantor.

Notary Public: [Signature]
My Commission expires: 1/31/2011



LYNNE T. PORFIRI
NOTARY PUBLIC
COMMONWEALTH
OF VIRGINIA
My Commission Expires
January 31, 2011
ID# 148905

Project: 17th Street N. -From N. Quincy Street to County Park - Project # CG05 (the "Project")
RPC: 06024012
Address: 3914 17th Street North, Arlington, Virginia

GRANTEE:

Accepted this ____ day of _____, 20__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20__.

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

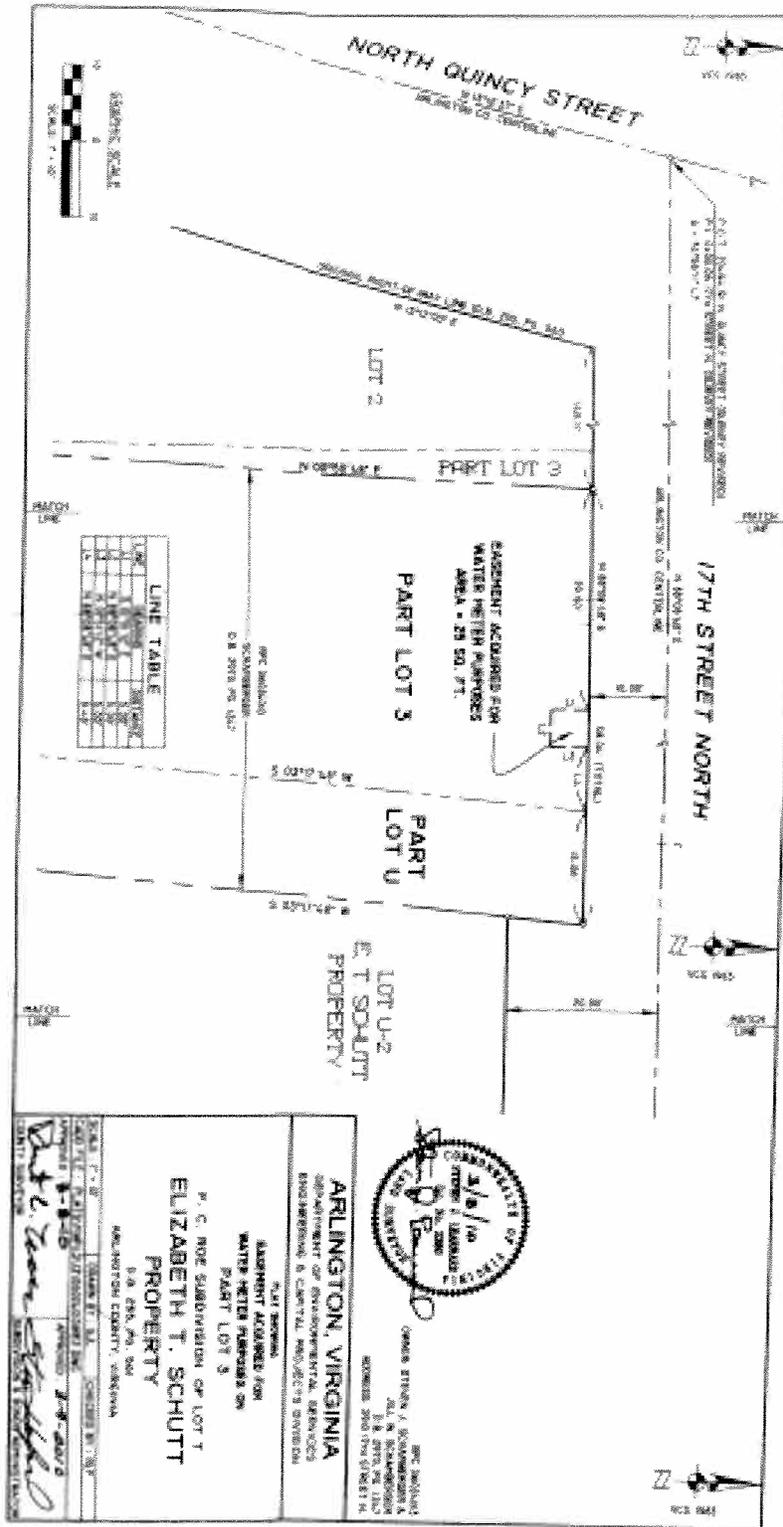
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 20__.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Project: 17th Street N. -From N. Quincy Street to County Park - Project # CG05 (the "Project")
RPC: 06024012
Address: 3914 17th Street North, 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 _____, 20____, by **STEVEN J. SCHAMBERGER and JILL W. SCHAMBERGER** Husband and Wife, ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("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 Part Lot 3, F.C. Roe Subdivision of Lot T, Elizabeth T. Schutt Property, D.B. 255, PG. 561, Arlington County, Virginia**" which plat was approved on **March 9, 2010** 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 26, 1999**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2970** at Page **1247**, and more particularly described therein as "**See attached Schedule "A"**" (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.

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.

Project: 17th Street N. -From N. Quincy Street to County Park - Project # CG05 (the "Project")
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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:

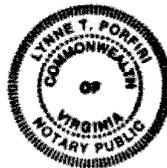
[Signature]
STEVEN J. SCHAMBERGER

State: Virginia

County: Arlington

The foregoing instrument was acknowledged before me on this 15th day of March, 2010, by Steven J. Schamberger, Grantor.

Notary Public: [Signature]
My Commission Expires: 1/31/2011



LYNNE T. PORFIRI
NOTARY PUBLIC
COMMONWEALTH
OF VIRGINIA
My Commission Expires
January 31, 2011
ID# 148905

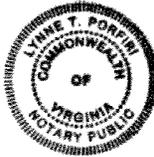
Project: 17th Street N. -From N. Quincy Street to County Park - Project # CG05 (the "Project")
RPC: 06024013
Address: 3910 17th Street North, Arlington, Virginia

GRANTOR:
Jill W. Schamberger
JILL W. SCHAMBERGER

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 19th day of March, 2010, by Jill W. Schamberger, Grantor.

Notary Public: [Signature]
My Commission expires: 1/31/2011



LYNNE T. PORFIRI
NOTARY PUBLIC
COMMONWEALTH
OF VIRGINIA
My Commission Expires
January 31, 2011
ID# 148905



LYNNE T. PORFIRI
NOTARY PUBLIC
COMMONWEALTH
OF VIRGINIA
My Commission Expires
January 31, 2011
ID# 148905

Project: 17th Street N. -From N. Quincy Street to County Park - Project # CG05 (the "Project")
RPC: 06024013
Address: 3910 17th Street North, Arlington, Virginia

GRANTEE:

Accepted this ____ day of _____, 20__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20__.

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

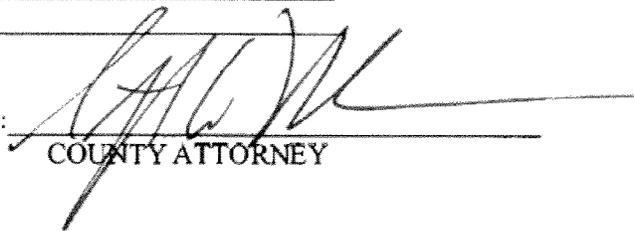
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 20__.

Notary Public: _____

My Commission expires: _____

APPROVED AS TO FORM:



COUNTY ATTORNEY

Project: 17th Street N. -From N. Quincy Street to County Park - Project # CG05 (the "Project")
RPC: 06024013
Address: 3910 17th Street North, Arlington, Virginia

Schedule "A"

Beginning at a point in the south line of Roe Avenue, now 17th Street, North, as said avenue appears upon a plat of F.C. Roe's Subdivision, recorded in Deed Book 255 at page 563, of the land records of Arlington County, Virginia, said point being S. 85 degrees 45' E. 5.00 feet from an iron pipe at the north corner common to Lots 2 and 3, on said plat; thence with a part of the south line of said Roe Avenue, now 17th Street, North, S. 85 degrees 45' E. 58.00 feet to a point; thence departing from said Roe Avenue, now 17th Street, North, and following along a line which is parallel to the line common to lots marked "T" and "U" on a certain plat of the property of Mrs. Elizabeth T. Schutt, and recorded in Deed Book 121 at page 211, of said land records; S. 9 degrees 24' W. 210.33 feet to a point in the south line of said Lot "U"; thence with a part of the south line of Lots "T" and "U", N. 57 degrees 32' W. 54.23 feet to a point in the south line of said Lot "T"; thence departing from said south line, N. 6 degrees 57' E. 184.04 feet to a point of beginning, containing 10,577 square feet, and being Parts of Lots "T" and "U" as aforementioned, and also Part of Lots (2), Three (3) and the Lot marked "RESERVED", and more particularly described as follows: Part of Lots 2 and 3 and the lot marked "Reserved" of the Subdivision prepared for F.C. Roe of Lot T of part of the original property of Elizabeth T. and F.G. Schutt and part of Lot U of part of the original property of Elizabeth T. and F.G. Schutt, Arlington County, Virginia.

