



ARLINGTON COUNTY, VA

County Board Agenda Item
May 22, 2010

DATE: April 23, 2010

SUBJECT: Approval of a Deed of Easement for the Department of Environmental Services Public Bus Shelter Project on the Property Located at 2110 Washington Blvd., RPC # 24004016.

C. M. RECOMMENDATION:

1. Approve the attached Deed of Easement ("Deed") between by and among, FP SEQUOIA 2006, LLC, a Maryland limited liability company, OKLAND SEQUOIA 2006, LLC, a Maryland limited liability company, FP REPUBLIC 2006, LLC, a Maryland limited liability company, OKLAND REPUBLIC 2006, LLC, a Maryland limited liability company, RCI SEQUOIA MARYLAND, LLC, a Maryland limited liability company, and ENGLAND SEQUOIA 2006, LLC, a Maryland limited liability company (collectively, "Grantors" and/or "Co-Tenants"); WELLS FARGO BANK, N.A. ("Lender"), ALEXANDER TITLE AGENCY, INCORPORATED, Trustee ("Trustee"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic ("Grantee" or "County Board").
2. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, to accept, on behalf of the County Board, the Deed and all related documents necessary for the acquisitions, subject to the approval as to form of all documents by the County Attorney.

ISSUE: Deeds conveying permanent easements to the County Board must be accepted by or on behalf of the County Board in order to be valid.

SUMMARY: This is a request for the County Board to approve the acceptance of the Deed for a permanent easement for public bus shelter improvements on a portion of the property located at Sequoia Plaza, 2110 Washington Blvd. ("Property"). The Deed for the permanent easement is attached to this Board Report as Attachment 1.

A permanent easement is required by the County for public bus shelter purposes, including, but not limited to, a public bus stop, public bus stop ramp, public bus shelter, public traffic signal antennae pole, and any related accessories and appurtenances (jointly, "Public Bus Shelter Improvements"), on one hundred twenty-five (125) square feet of the Property ("Easement

County Manager: BMD MAA

County Attorney: BAK KAY

Staff: Linda DePersis and Troy Harris, DES-Real Estate Bureau

22.

Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof – see Attachment 2, entitled “Plat Showing Easement Acquired for Public Bus Shelter Purposes on Parcel "A", Sequoia Plaza, D.B. 2202, PG. 809, Arlington County, Virginia,” (“Plat”). The Deed will allow, the County, among other things, to construct, operate, maintain, repair, reconstruct, replace, relocate and/or remove the Public Bus Shelter Improvements, within the Easement Area (“Project”), and grants the County the right of ingress and egress over the Property, to construct, operate, maintain, repair, reconstruct, replace, or relocate the Public Bus Shelter Improvements, as shown on the attached proposed concept renderings – see Attachment 3 and 4. The Public Bus Shelter Improvements are designed to serve commuters to and from western Columbia Pike and Rosslyn, to reduce traffic in the surrounding area, and to enhance the public transportation system in Arlington.

BACKGROUND: Approval of the Deed will secure the construction area required for this Project. This Project is designed to provide Public Bus Shelter Improvements and related improvements to increase the use of public transportation at this location primarily because the DHS programs are being moved to Sequoia Plaza. The County is expanding the County transit services at Sequoia Plaza, by using the annual Landlord allowance (which is outlined in the Deed of Lease, dated May 4, 2009, between the Grantors, as Landlord, and the County Board for the County's leased premises at Sequoia Plaza) to help defray the costs of transportation services. Since the Landlord intends to cease the operation of the current Sequoia Plaza complex shuttle to the Pentagon and Rosslyn Metrorail Stations, and will pay the County \$137,000 annually (with an escalator over the 13 year lease term) toward the cost of additional public transportation service at this location, the County created an additional ART bus line to provide additional transport of riders from western Columbia Pike, that continues to Rosslyn via Sequoia Plaza. In consideration for this contribution, the existing tenants, at Sequoia Plaza, with proper identification badges, may have free bus service to and from the Property and the Pentagon Metrorail Station and to and from the Project and the Rosslyn Metrorail Station. The County Board approved funding for the acquisition of buses for the new bus route last spring. The new bus service is expected to start when DHS move to Sequoia Plaza this summer.

DISCUSSION: The Owners and their Lender have signed the attached Deed, which must be approved by the County Board, and authorized to be accepted on behalf of the County Board, in order to be valid. The Deed shall convey, to the County Board, a 125 square feet permanent easement area.

The attached Deed contains a permanent easement plat to show the location and perimeters of the area for the Public Bus Shelter Improvements. The permanent easement plat is more particularly described as follows below:

- Plat Entitled “Plat Showing Easement Acquired for Public Bus Shelter on Parcel "A" Sequoia Plaza, D.B. 2202, Page 809, Arlington County, Virginia” approved February 26, 2010 – Project No. SEQU – RPC No. 24004016 – 2100 Washington Blvd., Arlington, VA.

The attached Vicinity Map(s) show the location of the Project.

FISCAL IMPACT: There is no fiscal impact for obtaining the conveyance for this Deed of Easement.

Attachment 1

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
RPC #24-004-016

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

DEED OF EASEMENT

This **DEED OF EASEMENT** made this ____ day of _____, 2010, by and among, **FP SEQUOIA 2006, LLC**, a Maryland limited liability company, **OKLAND SEQUOIA 2006, LLC**, a Maryland limited liability company, **FP REPUBLIC 2006, LLC**, a Maryland limited liability company, **OKLAND REPUBLIC 2006, LLC**, a Maryland limited liability company, **RCI SEQUOIA MARYLAND, LLC**, a Maryland limited liability company, and **ENGLAND SEQUOIA 2006, LLC**, a Maryland limited liability company (collectively, "Grantors" and/or "Co-Tenants"); **WELLS FARGO BANK, N.A.** ("Lender"), **ALEXANDER TITLE AGENCY, INCORPORATED**, Trustee ("Trustee"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic ("Grantee").

RECITALS

- R-1 FP Sequoia 2006, LLC, a Maryland limited liability company, is the owner of an undivided seventeen and 5823/10,000 percent (17.5823%) fee simple interest in the real estate described in Exhibit A attached hereto ("Property"), situated in Arlington, Virginia, by virtue of: (i) a deed recorded in Deed Book 3999, at Page 821, of the Land Records of Arlington County, Virginia ("Land Records"), whereby FP Sequoia, LLC, a Maryland limited liability company, conveyed an undivided nine and 485/10,000 percent (9.485%) in the Property to FP Sequoia 2006, LLC, and (ii) a deed recorded in Deed Book 3999, at Page 798, of the Land Records, whereby Sequoia Plaza Arlington, LLC, a Virginia limited liability company, conveyed an undivided eight and 0973/10,000 percent (8.0973%) in the Property to FP Sequoia 2006, LLC;
- R-2 Okland Sequoia 2006, LLC, a Maryland limited liability company, is the owner of an undivided seventeen and 5823/10,000 percent (17.5823%) fee simple interest in the Property, by virtue of: (i) a deed recorded in Deed Book 3999, at Page 827, of the Land Records, whereby Okland Sequoia, LLC, a Maryland limited liability company, conveyed an undivided nine and 485/10,000 percent (9.485%) fee simple in the Property to Okland Sequoia 2006, LLC; and (ii) a deed recorded in Deed Book 3999, at Page 798, of the Land Records, whereby Sequoia Plaza Arlington, LLC, a Virginia limited liability company, conveyed an undivided eight and 0973/10,000 percent (8.0973%) in the Property to Okland Sequoia 2006, LLC;
- R-3 FP Republic 2006, LLC, a Maryland limited liability company, is the owner of an undivided twenty-one and 1122/10,000 percent (21.1122%) fee simple interest in the Property, by virtue of: (i) a deed recorded in Deed Book 3999, at Page 808, of the Land Records, whereby Washington Equities-Sequoia, a Virginia limited liability company, conveyed an undivided twenty-one and 1122/10,000 percent (21.1122%) in the Property to FP Republic 2006, LLC;
- R-4 Okland Republic 2006, LLC, a Maryland limited liability company, is the owner of an undivided twenty-one and 1122/10,000 percent (21.1122%) fee simple interest in the Property, by virtue of: (i) a deed recorded in Deed Book 3999, at Page 808, of the Land Records, whereby Washington Equities-Sequoia, a Virginia limited liability company, conveyed an undivided twenty-one and 1122/10,000 percent (21.1122%) in the Property to Okland Republic 2006, LLC;

- R-5 RCI Sequoia Maryland, LLC, a Maryland limited liability company, is the owner of an undivided eleven and 3055/10,000 percent (11.3055%) fee simple interest in the Property, by virtue of: (i) a deed recorded in Deed Book 3999, at Page 808, of the Land Records, whereby Washington Equities-Sequoia, a Virginia limited liability company, conveyed an undivided four and 3728/10,000 percent (4.3728%) in the Property to RCI Sequoia Maryland, LLC, and (ii) a deed recorded in Deed Book 3999, at Page 798, of the Land Records, whereby Sequoia Plaza Arlington, LLC, a Virginia limited liability company, conveyed an undivided six and 9327/10,000 percent (6.9327%) in the Property to RCI Sequoia Maryland, LLC;
- R-6 England Sequoia 2006, LLC, a Maryland limited liability company, is the owner of an undivided eleven and 3055/10,000 percent (11.3055%) fee simple interest in the Property, by virtue of: (i) a deed recorded in Deed Book 3999, at Page 808, of the Land Records, whereby Washington Equities-Sequoia, a Virginia limited liability company, conveyed an undivided four and 3728/10,000 percent (4.3728%) in the Property to England Sequoia 2006, LLC; and (ii) a deed recorded in Deed Book 3999, at Page 798, of the Land Records, whereby Sequoia Plaza Arlington, LLC, a Virginia limited liability company, conveyed an undivided six and 9327/10,000 percent (6.9327%) in the Property to England Sequoia 2006; and,
- R-7 Alexander Title Agency, Incorporated is Trustee, for the benefit of Wells Fargo Bank, N.A., as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-CIBC16, Commercial Mortgage Pass-Through Certificates, Series 2006-CIBC16 ("Lender") under that certain Deed of Trust and Security Agreement recorded in Deed Book 3999, at Page 833, among the Land Records, and assigned to the benefit of the Lender in Deed Book 4062, at Page 1070, among the Land Records.
- R-8 Lender is also the current beneficiary of an Assignment of Leases and Rents affecting the Property recorded in Deed Book 3999, at Page 871, among the Land Records, and assigned to the benefit of the Lender in Deed Book 4062, at Page 1077, among the Land Records.

WITNESSETH:

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public bus shelter purposes, including, but not limited to, a public bus stop, public bus stop ramp, public bus shelter, public traffic signal antennae pole, and any related accessories and appurtenances (jointly, "Public Bus Shelter Improvements"), over, under, upon and across **One Hundred Twenty-five (125)** square feet of portion of the Property ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Public Bus Shelter Purposes on Parcel "A", Sequoia Plaza, D.B. 2202, PG. 809, Arlington County, Virginia,**" which plat was approved on February 26, 2010, by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), together with the right of Grantee to construct, operate, maintain, repair, reconstruct, replace, relocate and/or remove the Public Bus Shelter Improvements, 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, operate, maintain, repair, reconstruct or replace, relocate the Public Bus Shelter Improvements, within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

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

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

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or relocation, replacement or removal of the Public Bus Shelter Improvements, within the Easement Area, the Grantee will, at no cost to the Grantors:

- (1) restore the disturbed area and the landscape sprinkler system 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 damaged by the construction, maintenance, repair, reconstruction, relocation, replacement or removal of the Public Bus Shelter Improvements, within or adjacent to the Easement Area; and
- (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year, from the date of planting, against loss, except loss caused by act of others or failure to adequately water such nursery stock.

All Public Bus Stop Improvements installed or constructed by the Grantee, shall be and shall 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 pursuant to this Deed of Easement. 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), which are continued on the next page:

GRANTORS:

FP SEQUOIA 2006, LLC, a Maryland limited liability company

By: _____ (seal)
Name: _____
Title: _____

STATE: _____

COUNTY: _____

The foregoing instrument was acknowledged before me on this ___ day of _____, 2010,
by _____, _____ of **FP Sequoia 2006, LLC, Grantor.**
(title)

Notary Public: _____
My Commission Expires: _____

OKLAND SEQUOIA 2006, LLC, a Maryland limited liability company

By: _____ (seal)
Name: _____
Title: _____

State: _____

County: _____

The foregoing instrument was acknowledged before me on this ___ day of _____, 2010,
by _____, _____ of **Okland Sequoia 2006, LLC, Grantor.**
(title)

Notary Public: _____
My Commission Expires: _____

GRANTORS:

FP REPUBLIC 2006, LLC, a Maryland limited liability company

By: _____ (seal)
Name: _____
Title: _____

STATE: _____

COUNTY: _____

The foregoing instrument was acknowledged before me on this ___ day of _____, 2010, by _____, _____ of on behalf of **FP Republic 2006, LLC, Grantor.**
(title)

Notary Public: _____

My Commission Expires: _____

OKLAND REPUBLIC 2006, LLC, a Maryland limited liability company

By: _____ (seal)
Name: _____
Title: _____

STATE: _____

COUNTY: _____

The foregoing instrument was acknowledged before me on this ___ day of _____, 2010, by _____, _____ of **Okland Republic 2006, LLC, Grantor.**
(title)

Notary Public: _____

My Commission Expires: _____

RCI SEQUOIA MARYLAND, LLC, a Maryland limited liability company

By: _____ (seal)
Name: _____
Title: _____

STATE: _____

COUNTY: _____

The foregoing instrument was acknowledged before me on this ___ day of _____, 2010, by _____, _____ of **RCI Sequoia Maryland, LLC, Grantor.**
(title)

Notary Public: _____
My Commission Expires: _____

ENGLAND SEQUOIA 2006, LLC, a Maryland limited liability company

By: _____ (seal)
Name: _____
Title: _____

STATE: _____

COUNTY: _____

The foregoing instrument was acknowledged before me on this ___ day of _____, 2010, by _____, _____ of **England Sequoia 2006, LLC, Grantor.**
(title)

Notary Public: _____
My Commission Expires: _____

SUBORDINATION

The Trustee, with the knowledge and consent of the Lender, as evidenced by the Lender's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent to this Deed of Easement and further agrees that the lien of the Deed of Trust and Security Agreement is hereby subordinated to this Easement and all rights granted by this Easement to the Grantee.

The Lender further acknowledges, agrees, and consents that the lien of the Assignment of the Leases and Rents hereby is subordinated to the Deed of Easement and all rights granted by this Deed of Easement to the Grantee.

TRUSTEE:

ALEXANDER TITLE AGENCY, INCORPORATED

By: _____ (seal)
Name: _____
Title: _____

STATE: _____

COUNTY: _____

The foregoing instrument was acknowledged before me on this ___ day of _____, 2010, by
_____, _____ of **Alexander Title Company, Incorporated.**
(title)

Notary Public: _____

My Commission Expires: _____

LENDER:

WELLS FARGO BANK, N.A., as Trustee for the registered holders of J.P. Morgan Chase commercial Mortgage Securities Trust 2006-CIBc16K, Commercial Mortgage Pass-through certificates, Services 2006-CIBC16

By: _____ (seal)
Name: _____
Title: _____

STATE: _____

COUNTY: _____

The foregoing instrument was acknowledged before me on this ___ day of _____, 2010, by

_____, _____ of Wells Fargo Bank, N.A., as Trustee for the registered holders of J.P. Morgan Chase commercial Mortgage Securities Trust 2006-CIBc16K, Commercial Mortgage Pass-through certificates, Services 2006-CIBC16.

Notary Public: _____

My Commission Expires: _____

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body politic

By: _____ (seal)

Name: _____

Title: _____

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 Board duly adopted on _____, 2010.

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**, a body politic, this ___ day of _____, 2010.

Notary Public: _____

My Commission Expires: _____

APPROVED as to form: _____
COUNTY ATTORNEY

Exhibit A
Legal Description of the Property

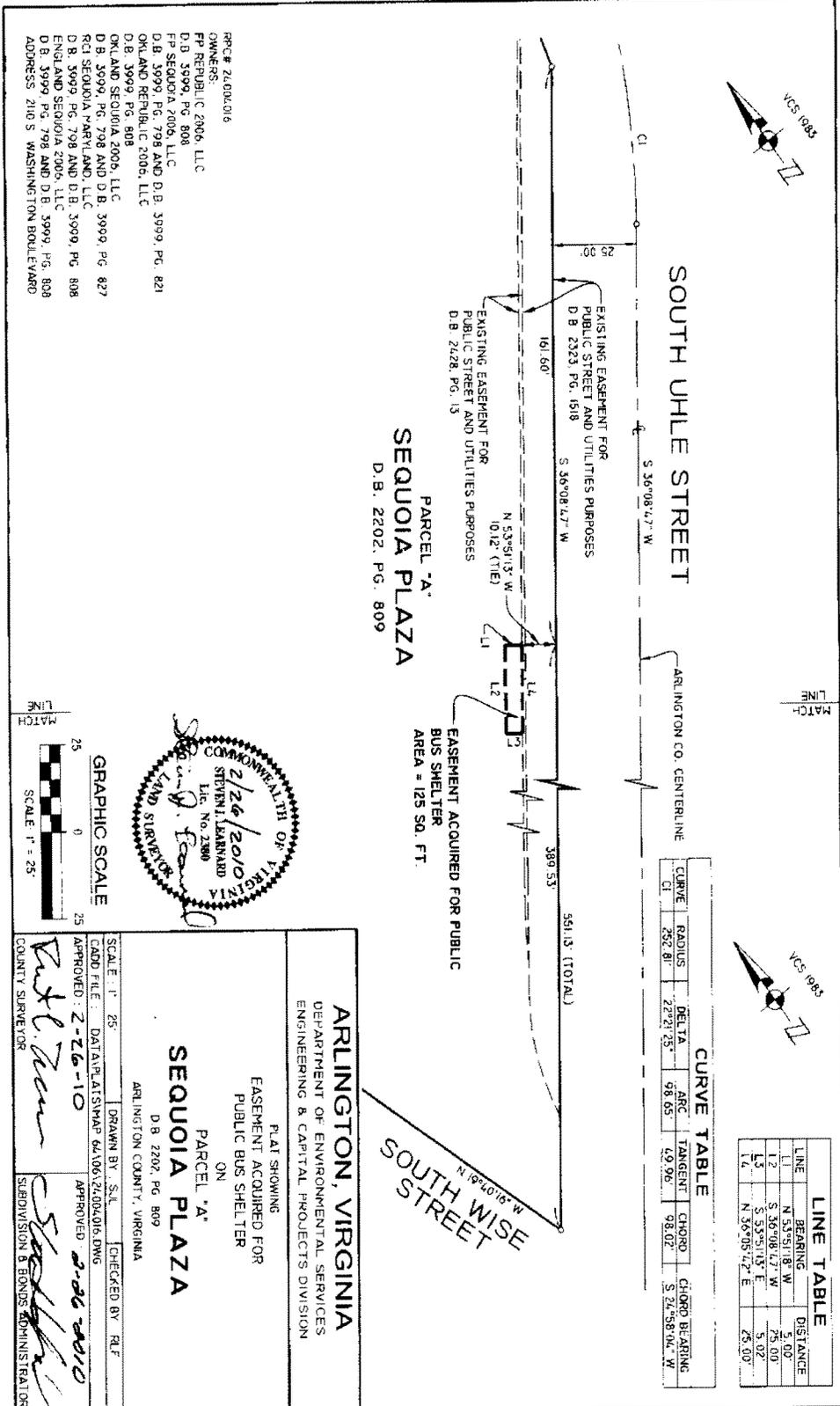
Parcel Two (RPC #24004016):

Unit 2 of Sequoia Plaza, a Condominium, located in Arlington County, Virginia, together with an undivided interests in all common elements and limited common elements appurtenant thereto as created by the Declaration of Condominium of Sequoia Plaza, a Condominium made by Webb/Sequoia Venture 100-Sequoia Plaza Limited Partnership, a Virginia limited partnership and recorded in Deed Book 2329 at Page 1792, of the Land Records, as may be amended, and as shown on the plat of survey attached hereto as Attachment A-2.

Said Property is more particularly described by metes and bounds as follows:

Beginning at a point marking the intersection of the northwesterly line of South Uhle Street and the easterly line of South Wise Street; thence with the easterly line of South Wise Street North 19 degrees 00 minute 35 seconds West, 420.42 feet to a point marking the southwesterly corner of Unit 1, Sequoia Plaza, a Condominium; thence with the southwesterly and the southeasterly line of said Unit 1 the following courses: N 71 degrees 16 minutes 27 seconds E, 221.13 feet; with a curve to the left whose radius is 286.00 feet and whose chord is S 64 degrees 42 minutes 20 seconds, 20.32 feet, an arc distance of 20.32 feet; with a curve to the left whose radius is 21.50 feet and whose chord is S 88 degrees 23 minutes 16 seconds E, 15.86 feet, an arc distance of 16.25 feet; N 69 degrees 57 minutes 55 seconds E, 22.34 feet; with a curve to the right whose radius is 40.00 feet and whose chord is N 89 degrees 34 minutes 52 seconds E, 26.86 feet, an arc distance of 27.39 feet; S 70 degrees 48 minutes 11 seconds E, 91.33 feet; S 67 degrees 43 minutes 49 seconds E, 35.62 feet and with a curve to the right whose radius is 30.00 feet and whose chord is S 22 degrees 23 minutes 46 seconds East, 40.35 feet, an arc distance of 44.25 feet to a point on the northwesterly line of South Uhle Street; thence with the northwesterly line of South Uhle Street S 36 degrees 48 minutes 28 seconds W, 482.58 feet to the point of beginning, containing 2.41822 acres of land, more or less.

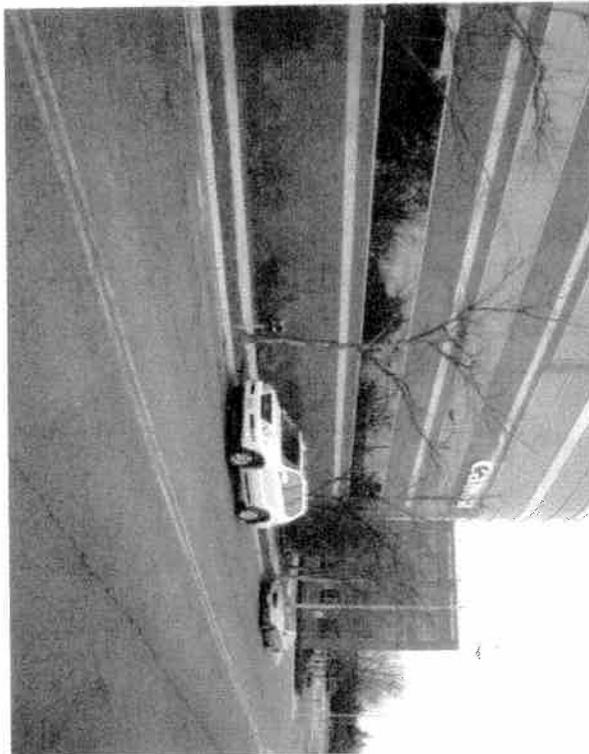
Attachment 2



Attachment 3



Proposed



Existing

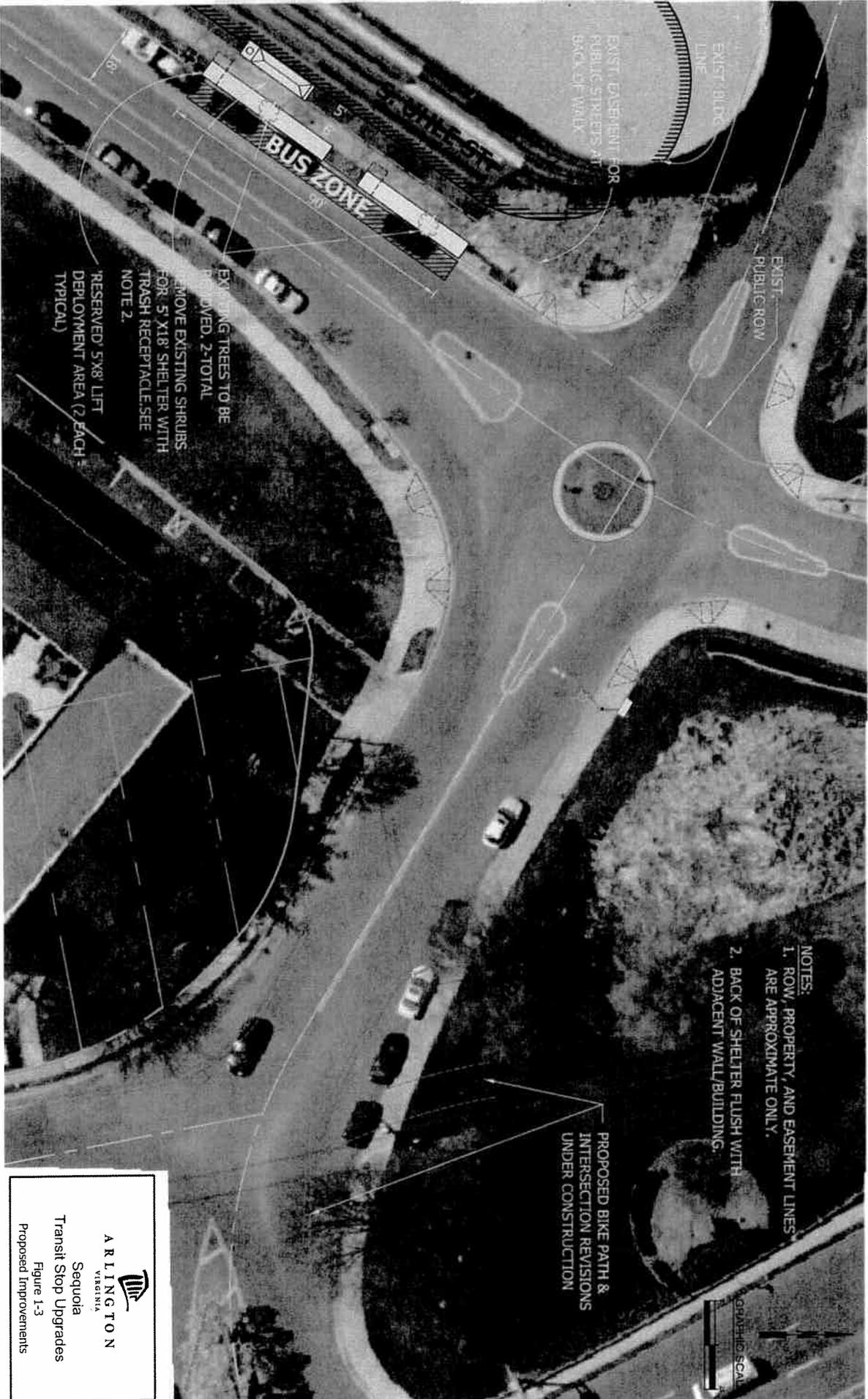
Note: Illustration by Blake Odolson. For conceptual purposes only.

ARLINGTON
VIRGINIA
DEPARTMENT OF
TRANSPORTATION SERVICES
1200 Courthouse Road, Suite 200
Arlington, VA 22204
Tel: 703.245.2000

**Sequoia
New Bus Stop**

Concept Rendering

February 23, 2010



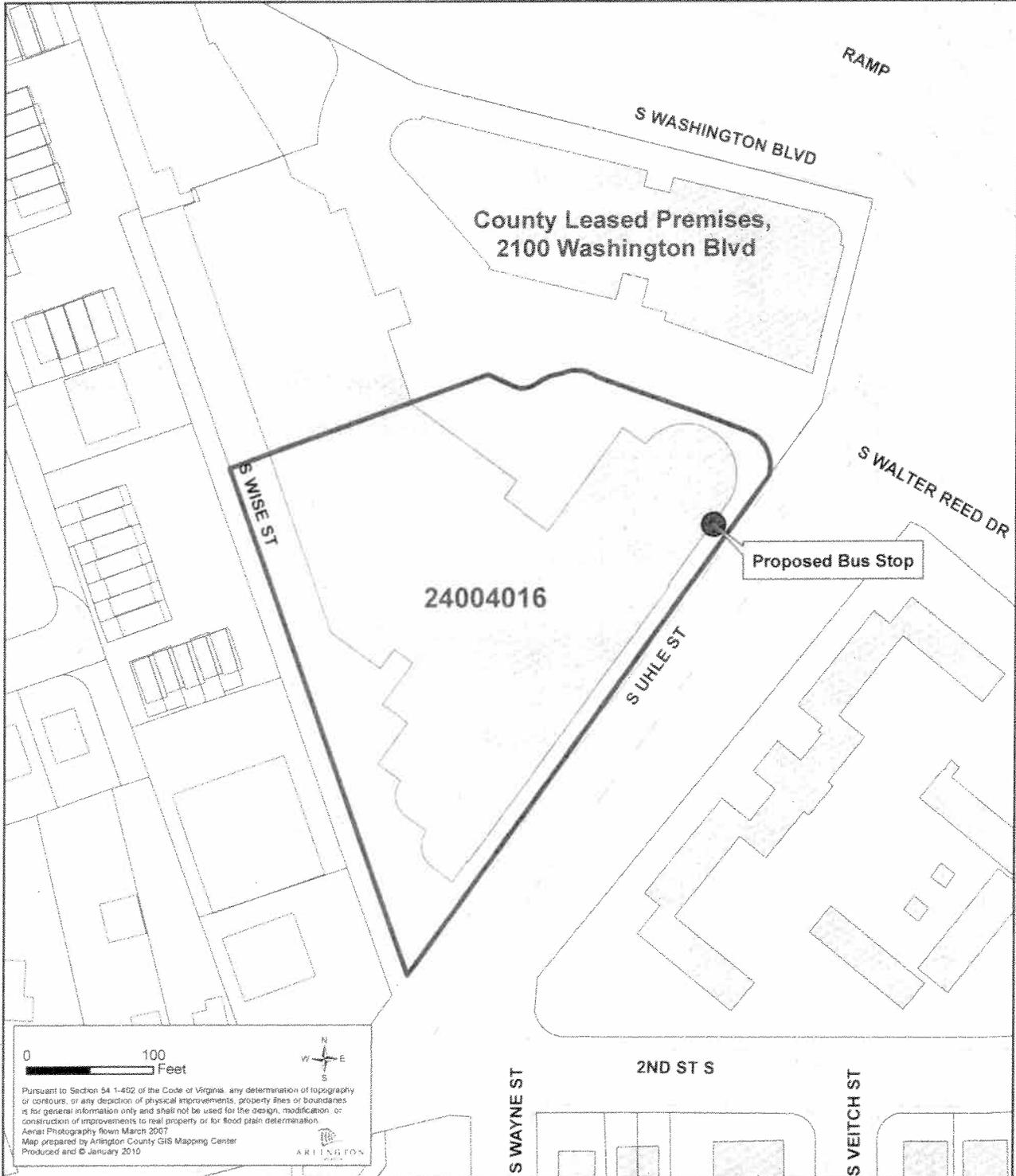
EXISTING TREES TO BE REMOVED, 2-TOTAL
 REMOVE EXISTING SHRUBS FOR 5' X 18' SHELTER WITH TRASH RECEPTACLE. SEE NOTE 2.
 RESERVED 5'X8' LIFT DEPLOYMENT AREA (2 EACH - TYPICAL)

NOTES:
 1. ROW, PROPERTY, AND EASEMENT LINES ARE APPROXIMATE ONLY.
 2. BACK OF SHELTER FLUSH WITH ADJACENT WALL/BUILDING.

PROPOSED BIKE PATH & INTERSECTION REVISIONS UNDER CONSTRUCTION


ARLINGTON
 VIRGINIA
 Sequoia
 Transit Stop Upgrades
 Figure 1-3
 Proposed Improvements

Vicinity Map
RPC # 24004016
2110 S Washington Blvd



Vicinity Map
RPC # 24004016
2110 S Washington Blvd

