



## ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item  
Meeting of September 25, 2010

**DATE:** August 18, 2010

**SUBJECT:** Approval of a Deed of Dedication and Easements by and among AHC Limited Partnership-20, as Grantor, with approval and consent of Carol McCoskrie, as Trustee; Arlington County, Virginia, as Lender; J. Judson McKellar, Jr. and Donald L. Ritenour, as Trustees; Virginia Housing Development Authority, as Lender, and The County Board of Arlington County, Virginia, as Grantee, on Property Known as Part Lot 2-A, 800/900 North Glebe Road, Arlington, Virginia (RPC #14053061).

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

1. Approve the attached Deed of Dedication and Easements ("Deed of Dedication") on property known as Part Lot 2-A, 800/900 North Glebe Road, Arlington, Virginia, RPC #14053061 ("Property") on which the County is a lienholder under an Affordable Housing Investment Fund Deed of Trust ("AHIF Deed of Trust"), subject to approval as to form by the County Attorney;
2. Authorize subordination of the lien of an Affordable Housing Investment Fund Deed of Trust ("AHIF Deed of Trust") to the Deed of Dedication ;
3. Authorize the County Manager, or his designee, to: a) execute the Deed of Dedication, subordinating the lien of the AHIF Deed of Trust and releasing the portion of the Property being dedicated to the County from the lien of the AHIF Deed of Trust; and b) accept the Deed of Dedication on behalf of the County, subject to approval of all such documents as to form by the County Attorney; and
4. Authorize Carol McCoskrie, Trustee, to execute the Deed of Dedication, subordinating the lien of the AHIF Deed of Trust on the Property to the Deed of Dedication and to release the portion of the property being dedicated to the County from the lien of the AHIF Deed of Trust, subject to approval as to form by the County Attorney.

**ISSUES:** This is a request for approval of the Deed of Dedication to be conveyed to the County on property on which the County is a lienholder under an AHIF Deed of Trust. There are no outstanding issues.

County Manager:

County Attorney:

Staff: Betsy Herbst, Real Estate Bureau, DES

26.

**SUMMARY:** In order to comply with the conditions of Site Plan #401, AHC Limited Partnership-20, as owner/developer of the Property, must dedicate all required public deeds of easement and deeds of dedication to the County. The lienholders and trustees under deeds of trust on the property, including the County as a lienholder and the County's trustee under an AHIF Deed of Trust, must approve and consent to the Deed of Dedication prior to its recordation in the land records.

**BACKGROUND:** The subject parcel is located at the intersection of North Wakefield Street and Wilson Boulevard in the Ballston area (see Attachments 1 and 2, Vicinity Maps) and is part of Site Plan #401, approved by the County Board on February 23, 2008 ("Site Plan"). The Site Plan is a phased development project that includes construction of two high-rise office buildings along North Glebe Road, retail space, a four-story residential apartment building, a portion of which are affordable dwelling units, and residential townhouses ("Project").

The site was resubdivided by deeds of resubdivision recorded among the land records of Arlington County, Virginia ("Land Records") in Deed Book 4203 at page 1006 and Deed Book 4229 at Page 338. The owner of the subject parcel, AHC Limited Partnership-20 ("AHC"), acquired the property by Special Warranty Deed recorded April 30, 2009, in Deed Book 4266 at page 383, among the Land Records. The subject parcel will be the location of the affordable dwelling units.

**DISCUSSION:** AHC has begun preliminary preparations for construction of the residential apartment building, including the affordable dwelling units, but in order to obtain the final building permit, as required by the Site Plan conditions, AHC must convey and record the proposed Deed of Dedication to the County in the Land Records. The Deed of Dedication is attached hereto as Exhibit A. In order to meet deadlines for qualification of the project for certain affordable housing tax credits, the Deed of Dedication must be recorded as soon as possible, to avoid interruption of construction on the Project.

The AHIF Deed of Trust securing Arlington County recorded on April 30, 2009 in Deed Book 4266 at Page 386, appointed Carol McCoskrie and Peter H. Maier, either of whom may act, as Trustees. The County Board is being requested to authorize the Trustee(s) to subordinate the lien of the AHIF Deed of Trust to the public easements being conveyed to the County and to release the lien of the AHIF Deed of Trust on the portion of the property being dedicated to the County. The AHIF Deed of Trust must be subordinated to the easement so that the County's interest in the easement is not affected by a default under the AHIF Deed of Trust. The easement does not materially detract from the value of the secured property under the AHIF Deed of Trust.

**FISCAL IMPACT:** None.

**CONCLUSION:** It is recommended that the County Board approve the Deed of Dedication as set forth in Exhibit A, and authorize the Trustee(s) to subordinate the lien of the AHIF Deed of Trust to the easement being conveyed to the County and to release the AHIF Deed of Trust on the portion of the property being dedicated to the County by AHC.

**EXHIBIT A**  
**DEED OF DEDICATION AND EASEMENTS**

**ATTACHMENT 1**

**ATTACHMENT 2**

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

RPC NO.: 14053061

### DEED OF DEDICATION AND EASEMENTS

This Deed of Dedication and Easements ("Deed") is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and among **AHC LIMITED PARTNERSHIP-20**, a Virginia limited partnership, Grantor (also called "Owner"); **CAROL MCCOSKRIE, TRUSTEE**, Grantor (also called the "County Trustee"); **ARLINGTON COUNTY, VIRGINIA**, Grantor (also called "County Lender"); **J. JUDSON MCKELLAR, JR. AND DONALD L. RITENOUR**, Grantor, either of whom may act (also called "VHDA Trustees"); **VIRGINIA HOUSING DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia, Grantor (also called "VHDA"); **AMY B. CONNELLY AND JOHN E. VIHSTADT**, Grantor, either of whom may act (also called "Capital One Trustees"); **CAPITAL ONE, NATIONAL ASSOCIATION**, Grantor (also called "Capital One"); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, Grantee (hereinafter referred to as the "County").

### RECITALS

WHEREAS, Lot 2, 800/900 North Glebe Road ("Lot 2") was created by virtue of a Deed of Resubdivision recorded in Deed Book 4203 at page 1006, among the land records of Arlington County, Virginia (the "Land Records"); and

WHEREAS, Lot 2 was resubdivided into Lot 2-A and Lot 2-B, 800/900 North Glebe Road by a Deed of Resubdivision recorded in Deed Book 4229 at page 338, among the Land Records; and

WHEREAS, Owner is the owner of Lot 2-A, located and situate in Arlington County, Virginia, by virtue of a Deed recorded in Deed Book 4266 at page 383 (the "Property"), among the Land Records; and

WHEREAS, by virtue of that certain Affordable Housing Investment Fund Deed of Trust recorded in Deed Book 4266 at page 386 among the Land Records, amended in Deed Book 4373 at page 2566, the Property was conveyed in trust to the County Trustee to secure an indebtedness to the County Lender (the "County Deed of Trust"); and

WHEREAS, by virtue of that certain Deed of Trust recorded in Deed Book 4373 at page 2596 among the Land Records, the Property was conveyed in trust to the VHDA Trustees to secure an indebtedness to VHDA (the "VHDA Deed of Trust"); and

WHEREAS, by virtue of that certain Deed of Trust recorded in Deed Book 4373 at page 2530 among the Land Records, the Property was conveyed in trust to the Capital One Trustees to secure an indebtedness to Capital One (the "Capital One Deed of Trust"); and

WHEREAS, on February 23, 2008, the County Board of Arlington County, Virginia enacted an Ordinance pursuant to application SP # 401, on file in the Office of the Zoning Administrator, for a special exception for a site plan for the Property (the "Ordinance"); and

WHEREAS, SP# 401 contains several conditions, including Condition Number 35, which requires, among other things, that all required public deeds of easement and deeds of dedication shall be submitted to the Division of Transportation prior to the issuance of the Excavation/Sheeting and Shoring Permit, and be approved and

recorded among the Land Records by the developer prior to the issuance of the Final Building Permit; and

WHEREAS, SP# 401 contains several conditions, including Condition Number 70, which requires, among other things, that the owner agrees to grant to the County Board of Arlington County, Virginia, a temporary public use and access easement for public pedestrian sidewalk and vehicular street use, and related public purposes, including the regulation and enforcement of motor vehicle traffic, the installation of parking meters, parking regulation and enforcement, over, across and through a portion of Ninth Street North for the benefit of the County and the public at large prior to the issuance of the first Certificate of Occupancy until the conveyance of the Permanent Public Use and Access Easement; and

WHEREAS, it is the desire of Owner, with the consent and approval of the County Lender, VHDA, Capital One (hereinafter the County Lender, VHDA and Capital One will sometimes be referred to as the "Lender"), the County Trustee, the VHDA Trustees and the Capital One Trustees (hereinafter the County Trustee, the VHDA Trustees and the Capital One Trustees will sometimes be referred to as the "Trustees"), to dedicate, grant and convey, in fee simple, 1,573 square feet for public street and utilities purposes, 147 square feet for public street and utilities purposes and 50 square feet for public street and utilities purposes; and to create, grant and convey unto the County, a 1,170 square feet Easement for Public Sidewalk and Utilities Purposes, a 157 square feet Easement for Public Sidewalk and Utilities Purposes, a 1,752 square feet Easement for Public Sidewalk Purposes, and a 4,305 square feet Temporary Public Use and Access Easement, as hereinafter set forth and shown on a plat attached

hereto and made a part hereof, entitled "Plat Showing Dedications for Public Street and Utilities Purposes and Various Easements Lot 2-A 800/900 North Glebe Road Deed Book 4229, Page 338 Arlington County, Virginia," prepared by Bowman Consulting Group, Ltd., and dated January 27, 2009, as revised through July 22, 2010, approved by the Arlington County Department of Environmental Services Division of Transportation on July 23, 2010 (the "Plat").

**DEDICATION FOR PUBLIC STREET AND UTILITIES PURPOSES**

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 Lender and the Trustees, 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 certain portions of the Property designated as "Hereby Dedicated for Public Street and Utilities Purposes (Area = 1,573 Sq. Ft.)", "Hereby Dedicated for Public Street and Utilities Purposes (Area = 147 Sq. Ft.)" and "Hereby Dedicated for Public Street and Utilities Purposes (Area = 50 Sq. Ft.)", as more particularly shown and described on the Plat.

**EASEMENTS FOR PUBLIC SIDEWALK AND UTILITIES PURPOSES**

THIS DEED FURTHER WITNESSETH, 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 Lender and the Trustees, does hereby dedicate, create, grant and convey unto the County, its successors and assigns, Easements for Public Sidewalk

and Utilities Purposes (the "Sidewalk/Utilities Easement"), over, under, across and through the Property, described as "Easement for Public Sidewalk and Utilities Purposes Hereby Granted (Area=1,170 Sq. Ft.)" and "Easement for Public Sidewalk and Utilities Purposes Hereby Granted (Area=157 Sq. Ft.)" in the locations and dimensions shown on the Plat, for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present or future public sidewalks and utilities within the said Sidewalk/Utilities Easement areas. The aforesaid Sidewalk/Utilities Easements are subject to the following terms and conditions:

1. The County and its agents shall have full and free use of the Sidewalk/Utilities Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Sidewalk/Utilities Easement, including the right of access to and from the Sidewalk/Utilities 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.
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/Utilities 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 Property in any manner which is not inconsistent with the rights herein conveyed, or does not interfere with the use of the Sidewalk/Utilities Easement for the purposes named.
4. The Owner covenants that Owner is seized of and has the right to convey the Sidewalk/Utilities Easement, and that Owner shall make no use of the Sidewalk/Utilities Easement areas which are inconsistent with the easement rights hereby granted.

## EASEMENT FOR PUBLIC SIDEWALK PURPOSES

THIS DEED FURTHER WITNESSETH, 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 Lender and the Trustees, does hereby dedicate, create, grant and convey unto the County, its successors and assigns, an Easement for Public Sidewalk Purposes (the "Sidewalk Easement"), over, across and through the Property, described as "Easement for Public Sidewalk Purposes Hereby Granted (Area=1,752 Sq. Ft.)" in the location and dimensions shown on the Plat, for the purposes of construction, maintenance, removal, repair, reconstruction, replacement and relocation of present or future public sidewalks within the said Sidewalk Easement areas. 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.
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 Property in any manner which 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 Sidewalk Easement area which are inconsistent with the easement rights hereby granted.

#### **TEMPORARY PUBLIC USE AND ACCESS EASEMENT**

THIS DEED FURTHER WITNESSETH, 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, Owner, with the consent and approval of the Lender and the Trustees, does hereby grant unto the County, its successors and assigns, a temporary public use and access easement, including the regulation and enforcement of motor vehicle traffic, the installation of parking meters, parking regulation and enforcement, for the benefit of the County and the public at large, for access to and use at all times, except as necessary for street maintenance and repairs, by the County and the public at large of the street and sidewalks, over, across and through that certain portion of the Property more particularly shown and described on the Plat as "TEMPORARY PUBLIC USE AND ACCESS EASEMENT HEREBY GRANTED AREA = 4,305 SQ. FT." The temporary public use and access easement (the "Temporary Easement") is subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks, driveways, paths and all appurtenant facilities ("Facilities") installed in the Temporary Easement shall be and remain the property of the Owner, its successor and assigns, who shall be responsible for properly maintaining the Property and Facilities.
2. The County and its agents shall have the right to use and control the Temporary Easement area to the same degree as any other streets in the County system and the County and its agents shall have full and free use of the Temporary Easement for the purposes named herein, and shall have all rights and privileges reasonably necessary to the exercise of the Temporary Easement, including the right of access to and from the Temporary Easement and the right, but not the obligation to perform (if the Owner fails to do so), such repairs and maintenance as the County may deem necessary. The cost of such repairs and maintenance

shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

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 Temporary Easement being granted, deemed by the County to interfere with the proper and efficient use of the Temporary Easement. The cost of any such work shall be reimbursed to the County by the Owner, its successor and assigns, upon demand.
4. The Owner, its successor and assigns, is obligated to provide landscaping in the Temporary Easement located on the Property as shown on the approved final site development and landscape plan.
5. The Owner, its respective successors and assigns, hereby agree to, and shall, indemnify and hold harmless the County, its elected and appointed officials, employees and agents from any liability, claims, damages, costs and expenses of any nature concerning or arising out of the construction, maintenance, and regulation of the Temporary Easement by the Owner, and the use of the Temporary Easement by the general public and the Owner except to the extent said liability, claims, damages, costs and expenses are caused solely by the negligence of the County.
6. The Owner is responsible for maintaining the Temporary Easement area and all adjoining and adjacent improvements located on the Property.
7. The Owner reserves the right to use the Property in any manner which is not inconsistent with the easement rights herein conveyed or which interferes with the use of the Temporary Easement for the purposes named.
8. The Owner covenants the Owner is seized of the Property and has the right to convey the Temporary Easement, and that the Owner shall make no use of the easement area which is inconsistent with the easement rights hereby granted.
9. The Temporary Easement shall not obligate or require the County to construct or maintain the street or sidewalks, but shall permit the County to use the Temporary Easement area for street, sidewalk, utilities (to the extent that such utilities are not inconsistent with other utilities required by the Site Plan as approved in the final site engineering plan), and related purposes and shall permit the County to regulate traffic and parking.
10. The Temporary Easement will be open to the public, except during periods permitted (in writing) by the County, 24 hours per day, seven days a week, year-round, and except as is necessary for street maintenance or repairs. Owner shall erect, maintain, and pay all costs associated with the lighting of the Temporary Easement area.

11. This Temporary Easement shall automatically terminate upon the acceptance by the County, and the recordation of a permanent public use and access easement as described in Condition Number 70c of the Site Plan.

**RELEASE/SUBORDINATION (COUNTY LENDER)**

FURTHER WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County Trustee, as authorized to act by the County Lender, as evidenced by their signatures affixed hereto, does hereby release and discharge from the lien and operation of the County Deed of Trust those portions of the Property dedicated for public street and utilities purposes, and further does hereby consent to and subordinate the lien of the County 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 County Deed of Trust shall not in any way affect the lien of the County Deed of Trust upon the remaining portion of the Property not released hereby; and, that the subordination of the lien of the County Deed of Trust to the easements granted herein shall not otherwise affect the lien of the County Deed of Trust, which remains in full force and effect.

**RELEASE/SUBORDINATION (VHDA)**

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

and further do hereby consent to and subordinate the lien of the VHDA 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 VHDA Deed of Trust shall not in any way affect the lien of the VHDA Deed of Trust upon the remaining portion of the Property not released hereby; and, that the subordination of the lien of the VHDA Deed of Trust to the easements granted herein shall not otherwise affect the lien of the VHDA Deed of Trust, which remains in full force and effect.

**RELEASE/SUBORDINATION (CAPITAL ONE)**

FURTHER WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Capital One Trustees, either of whom is authorized to act by the Capital One Deed of Trust, as evidenced by their signatures affixed hereto, do hereby release and discharge from the lien and operation of the Capital One Deed of Trust those portions of the Property dedicated for public street and utilities purposes, and further do hereby consent to and subordinate the lien of the Capital One 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 Capital One Deed of Trust shall not in any way affect the lien of the Capital One Deed of Trust upon the remaining portion of the Property not released hereby; and, that the subordination of the lien of the Capital One Deed of Trust to the easements granted herein shall not otherwise affect the lien of the Capital One Deed of Trust, which remains in full force and effect.

**COVENANTS REAL**

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

**FREE CONSENT**

This Deed is made with the free consent and in accordance with the desire of the undersigned Owner of the Property, and with the Lender and the Trustees 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 Lender and the Trustees, 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.

No provision in this Deed shall abrogate or relieve the Owner, the developer (as defined in SP #401) and their respective successors and assigns, of their obligation to comply with the conditions of SP #401, specifically including, but not limited to, the requirements of Condition # 35 and Condition #70 thereof.

The recitals are hereby incorporated into this Deed.

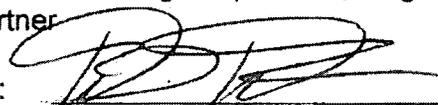
**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

WITNESS the following signatures and seals:

**OWNER:**

**AHC LIMITED PARTNERSHIP-20**

By: Jordan Housing Corporation, its general partner

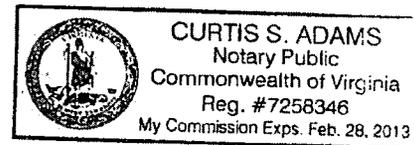
By:   
Name: Walter D. Webdale  
Title: President

COMMONWEALTH OF VIRGINIA:  
COUNTY OF ARLINGTON: to-wit

The foregoing instrument was acknowledged before me this 5th day of August, 2010, by Walter D. Webdale of Jordan Housing Corporation, general partner of AHC LIMITED PARTNERSHIP-20.

  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration Number: \_\_\_\_\_



**ARLINGTON TRUSTEE:**

\_\_\_\_\_  
**CAROL MCCOSKRIE, TRUSTEE**

**COMMONWEALTH OF VIRGINIA:**  
**COUNTY OF ARLINGTON: to-wit**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Carol McCoskrie, Trustee.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

**ARLINGTON LENDER:**

**ARLINGTON COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA:**  
**COUNTY OF ARLINGTON: to-wit**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010, by \_\_\_\_\_ the  
\_\_\_\_\_ of Arlington County.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_

VHDA TRUSTEES:

[Signature] (SEAL)  
J. JUDSON MCKELLAR, JR., TRUSTEE

STATE OF VIRGINIA:  
CITY OF RICHMOND: to wit

This instrument was acknowledged before me by J. JUDSON MCKELLAR, JR., TRUSTEE, this 18<sup>th</sup> day of August, 2010.

BONNIE R. C. MCRAE  
Notary Public  
Commonwealth of Virginia  
311968  
My Commission Expires Jun 30, 2013

Bonnie R.C. McRae  
Notary Public

My commission expires: \_\_\_\_\_  
Virginia Notary Registration #: \_\_\_\_\_

[Signature] (SEAL)  
DONALD L. RITENOUR, TRUSTEE

STATE OF VIRGINIA:  
CITY OF RICHMOND: to wit

This instrument was acknowledged before me by DONALD L. RITENOUR, TRUSTEE, this 18<sup>th</sup> day of August, 2010.

BONNIE R. C. MCRAE  
Notary Public  
Commonwealth of Virginia  
311968  
My Commission Expires Jun 30, 2013

Bonnie R.C. McRae  
Notary Public

My commission expires: \_\_\_\_\_  
Virginia Notary Registration #: \_\_\_\_\_

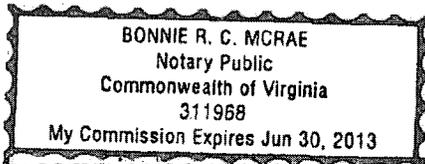
VHDA:

**VIRGINIA HOUSING DEVELOPMENT  
AUTHORITY, A POLITICAL SUBDIVISION  
OF THE COMMONWEALTH OF VIRGINIA**

By: *James M. Chandler* (SEAL)  
Name: James M. Chandler  
Its: Authorized Officer

STATE OF VIRGINIA:  
CITY COUNTY OF Richmond: to wit

This instrument was acknowledged before me by JAMES M. CHANDLER,  
Authorized Officer of VIRGINIA HOUSING DEVELOPMENT AUTHORITY, this 18th  
day of August, 2010.



*Bonnie R.C. McRae*  
Notary Public

My commission expires: \_\_\_\_\_  
Virginia Notary Registration #: \_\_\_\_\_

CAPITAL ONE TRUSTEE:

*Amy B. Connelly* (SEAL)  
AMY B. CONNELLY, TRUSTEE

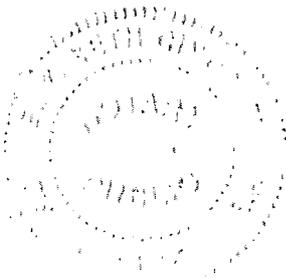
DISTRICT OF COLUMBIA  
STATE OF VIRGINIA:  
CITY/COUNTY OF \_\_\_\_\_ to wit

This instrument was acknowledged before me by AMY B. CONNELLY,  
TRUSTEE, this 26<sup>th</sup> day of August, 2010.

*E. Cincotti*  
Notary Public

My commission expires: 8/31/2013  
Virginia Notary Registration #: \_\_\_\_\_

Elizabeth Cincotti  
Notary Public, District of Columbia  
My Commission Expires 8/31/2013



CAPITAL ONE:

CAPITAL ONE, NATIONAL ASSOCIATION

By: Edmund K. Delany (SEAL)  
Name: Edmund K. Delany  
Its: Senior Vice President

*Washington*  
~~STATE OF VIRGINIA~~ *DC*  
~~CITY/COUNTY OF~~ *DC* : to wit  
*District of Columbia*

This instrument was acknowledged before me by  
EDMUND K. DELANY, JR. VICE PRESIDENT of CAPITAL ONE,  
NATIONAL ASSOCIATION, this 27<sup>th</sup> day of AUGUST, 2010.

Cindy R. Shears  
Notary Public

My commission expires: 11/14/2011 Cindy Shears  
Virginia Notary Registration #: \_\_\_\_\_ Notary Public  
My Commission Expires Nov. 14, 2011  
Washington, District of Columbia



The Dedications for Public Street and Utilities Purposes, the Easements for Public Sidewalk and Utilities Purposes, the Easement for Public Sidewalk Purposes, and the Temporary Public Use and Access Easement herein conveyed are accepted this \_\_\_\_ day of \_\_\_\_\_, 2010 on behalf of the County Board of Arlington County, Virginia, pursuant to a Resolution of the said Board adopted on November 14, 2009.

**COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA:  
COUNTY OF ARLINGTON: to-wit

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, the \_\_\_\_\_ on behalf of the County Board of Arlington County, Virginia.

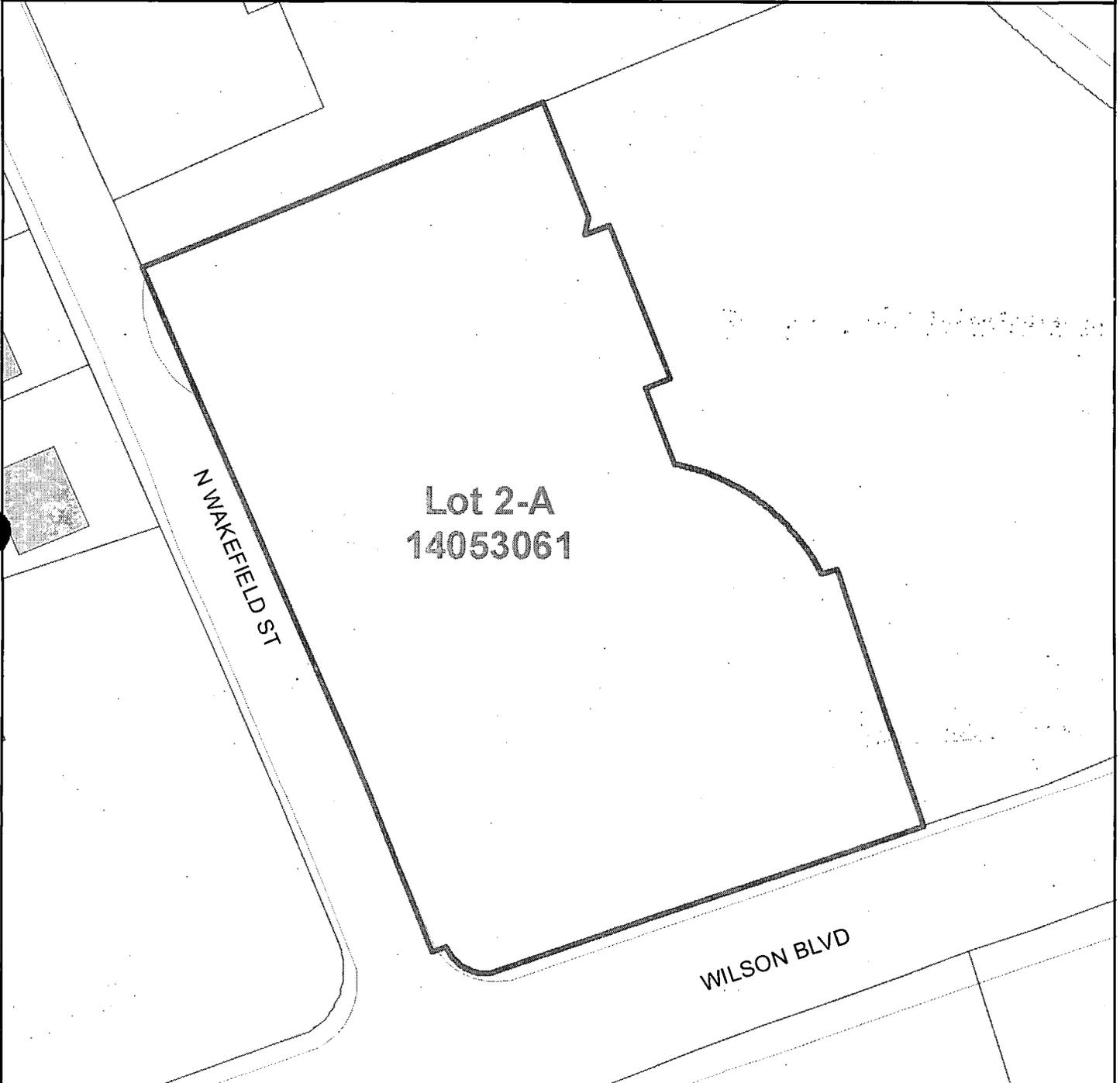
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Registration Number: \_\_\_\_\_

APPROVED AS TO FORM:

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

Vicinity Map  
The Jordan Apartments  
800/900 N Glebe Rd  
AHC Limited Partnership



0 50 Feet

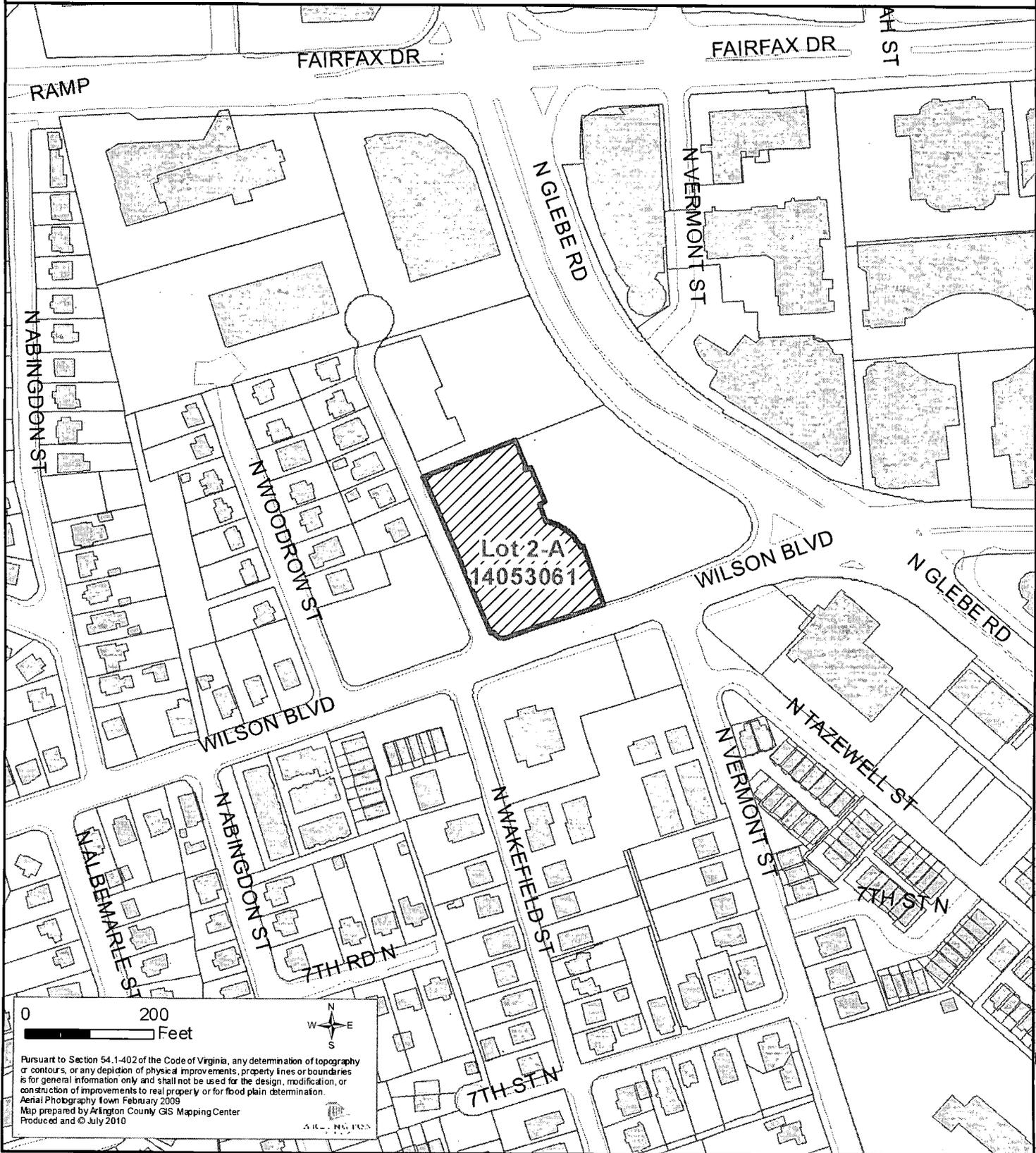
Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.  
Aerial Photography from February 2009  
Map prepared by Arlington County GIS Mapping Center  
Produced and © July 2010

# Vicinity Map

## The Jordan Apartments

### 800/900 N Glebe Rd

### AHC Limited Partnership



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Aerial Photography Town February 2009  
Map prepared by Arlington County GIS Mapping Center  
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