



ARLINGTON COUNTY, VIRGINIA

County Board Meeting
September 25, 2010

DATE: September 17, 2010

SUBJECT: Approval of a Memorandum of Agreement between the County Board of Arlington County and the Commonwealth of Virginia, Department of Transportation for the Transfer of Portions of Columbia Pike (Route 244), and Certain Other Streets Ancillary to Columbia Pike, from the Primary and Secondary Systems of State Highways to the Local Road System of Arlington County.

C. M. RECOMMENDATION:

1. Approve the Memorandum of Agreement between the County Board of Arlington County and the Commonwealth of Virginia, Department of Transportation ("Exhibit A") for the transfer of portions of Columbia Pike (Route 244), and certain other streets ancillary to Columbia Pike, from the primary and secondary systems of state highways to the local road system of Arlington County; and
2. Authorize the County Manager or his designee, to execute, on behalf of the County Board, the Memorandum of Agreement, the Quitclaim Deed, and all other documents necessary for the County Board to accept the transfer of such sections of public road, subject to approval as to form of all such documents by the County Attorney.

ISSUES: County Board action is necessary to approve the terms and conditions of the Memorandum of Agreement ("Agreement") under which portions of Columbia Pike (Route 244), and interests in certain other streets ancillary to Columbia Pike, would be transferred by the Commonwealth of Virginia, Department of Transportation to the County local road system. There are no outstanding issues.

SUMMARY: On June 12, 2010, the County Board approved a prior version of the Memorandum of Agreement between the County Board of Arlington and the Commonwealth of Virginia in anticipation of the June 17, 2010 meeting of the Commonwealth Transportation Board. Notwithstanding this, VDOT staff requested from the CTB an extension of the deadline to October 1, 2010 to make further revisions to the Agreement. Since the June 12, 2010 County Board approved version of the Agreement, VDOT has inserted additional language regarding personal liability, revised dates to reflect an October 1, 2010 transfer date, and clarified the

County Manager: MB MAA

County Attorney: SAM

Staff: Penny Newquist, Department of Environmental Services, Director's Office
Tim O'Hora, Department of Environmental Services, Real Estate Bureau

31. B.

permitting processes. On September 15, 2010, the CTB approved the Agreement and authorized the Commonwealth Transportation Commissioner to sign the Agreement.

BACKGROUND: The attached Agreement sets forth the terms and conditions by which VDOT will transfer portions of Columbia Pike (Route 244), and certain other streets ancillary to Columbia Pike, from the primary and secondary systems of state highways to the County local road system. Under the Agreement, VDOT would transfer, convey and assign to the County certain real property interests, and grant land use permits, in portions of Columbia Turnpike (State Route 244), and the ancillary streets of South Joyce Street and Army Navy Drive, including title to related structures and facilities described in the Agreement. Since the June 12 meeting of the County Board, VDOT staff inserted language that prevents individuals from becoming personally liable for any provisions in the Agreement and revised dates to reflect an October 1, 2010 transfer date. VDOT staff also made a technical revision to language in the Agreement, to clarify that VDOT agrees to issue right-of-way permits for the areas at the intersection with Glebe Road and Washington Boulevard and for portions of S. Joyce Street and Army-Navy Drive. On September 15, 2010, the CTB approved the Agreement and authorized the Commonwealth Transportation Commissioner to sign the Agreement. Upon approval of the Agreement by the County Board, and execution of all required documents by the parties, the transfer will occur.

This transfer from State to local control will advance the transformation of Columbia Pike to a more accessible pedestrian- and transit-oriented main street that will improve travel conditions for all users. Currently, infrastructure and development projects are subject to lengthy, and often repeated, reviews by VDOT staff before approvals and permits are issued. This action is intended to streamline the review and approval process and reduce project timelines and costs. The revitalization of the Columbia Pike corridor fostered by these projects will create new employment opportunities, expand housing options, and lead to a wider range of community services.

The action of the CTB also reflects the State's desire to devolve responsibility of certain roads from State control to local control and to better link local land use policy with transportation. During the last several years, VDOT and County staff have negotiated this agreement which could serve as a model for the Commonwealth and local governments in future road transfers.

DISCUSSION: The Agreement, as revised reflects: 1) language added by VDOT staff concerning personal liability of County and State employees; 2) a change in dates; and 3) language clarifying VDOT's obligation to issue the above-described right-of way permits. The Agreement, with these revisions, is acceptable to County staff.

FISCAL IMPACT: The annual operating and maintenance expenses of \$662,000 and 6.0 FTEs, offset by \$125,000 in additional revenue related to the transfer of Columbia Pike ownership were included in the FY 2011 operating budget for the Department of Environmental Services.

MEMORANDUM OF AGREEMENT

For

_____, 2010

Transfer of Columbia Pike (Route 244) and Certain Other Streets Ancillary to
Columbia Pike From the Primary System of State Highways to the Local Road
System of Arlington County

THIS MEMORANDUM OF AGREEMENT ("**Agreement**"), made and executed this ____ day of _____, 2010, by and between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, hereinafter referred to as the "**COUNTY**" and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "**DEPARTMENT**". The COUNTY and the DEPARTMENT are sometimes hereinafter jointly referred to as "**Parties**". Such Parties are sometimes hereinafter referred to individually as "**Party**".

WHEREAS, the COUNTY currently maintains, operates and constructs improvements on 960 lane miles of roads in the COUNTY'S local road system; and

WHEREAS, among other transportation corridors in Arlington County, the COUNTY has invested, and will continue to invest, significant financial resources of the COUNTY in improving and expanding Columbia Pike (State Route 244), consistent with the COUNTY'S plans for revitalization of Columbia Pike, including the implementation of a street car program along Columbia Pike; and

WHEREAS, the COUNTY has determined that conveyance of fee title to portions of the Columbia Pike right of way and interests or rights in various other portions of Columbia Pike, as well as property interests in portions of various other streets in the State road system ancillary to Columbia Pike, all as further described herein, would facilitate the COUNTY'S revitalization plans for Columbia Pike and development of the street car program on Columbia Pike; and

WHEREAS, §33.1-35 of the Code of Virginia 1950, as amended, authorizes the Commonwealth Transportation Board to transfer roads from the primary system of state highways to the local road systems of any local governing body that receives payments pursuant to §33.1-23.5:1; and

WHEREAS, the COUNTY has, by resolution adopted by the County Board of Arlington County, Virginia, on July 14, 2009, requested that Columbia Pike (State Route 244), be transferred to its local road system; and that the existing right of way and easement for Columbia Pike and certain other state roads, as described in Attachment A be conveyed to the COUNTY; and

WHEREAS, the DEPARTMENT has requested assurance that the number of through travel lanes, as hereinafter defined, along Columbia Pike will be maintained consistent with the requirements of this Agreement; and

WHEREAS, the Commonwealth Transportation Board, at a meeting held on December 17, 2009, directed the Commonwealth Transportation Commissioner to negotiate an Agreement with the COUNTY for the transfer of real property and transition of responsibilities for Columbia Pike and bring the Agreement to the Commonwealth Transportation Board for approval prior to April 1, 2010; and

WHEREAS, the Commonwealth Transportation Board, at a meeting held on March 17, 2010, further directed the Commonwealth Transportation Commissioner to continue to negotiate an Agreement with the COUNTY for the transfer of real property and transition of responsibilities for Columbia Pike, and to bring the Agreement to the Commonwealth Transportation Board for approval prior to July 1, 2010; and

WHEREAS, the Commonwealth Transportation Board later by resolution adopted on June 16, 2010 directed the Commonwealth Transportation Commissioner to continue refinements to the agreement and bring the revised agreement to the Board for approval prior to October 1, 2010; and

WHEREAS, the Commonwealth Transportation Board has by resolution adopted on September 15, 2010 approved this Agreement; and

WHEREAS, the Commonwealth Transportation Board has further authorized the Commonwealth Transportation Commissioner to enter into this Agreement with the COUNTY detailing the proposed transfer of real property and transition of responsibilities for Columbia Pike; and

WHEREAS, the Commonwealth Transportation Board has by resolution adopted on September 15, 2010, transferred Columbia Pike (Route 244) from the primary system of state highways to Arlington County's local road system effective October 1, 2010 or upon the Commissioner's execution of the agreement, whichever is later hereafter referred to as "Transfer Date"; and

WHEREAS, by this Agreement, the Parties agree upon the terms and conditions by which the DEPARTMENT shall convey and assign to the COUNTY certain real property interests, and grant permits, in portions of Columbia Pike (State Route 244), and ancillary streets of South Joyce Street and Army Navy Drive in Arlington County, Virginia, including title to related structures, and facilities described in this Agreement and the attached quitclaim deed referenced below, (collectively the "Property").

NOW, THEREFORE, in consideration of the mutual premises contained herein, the Parties agree as follows:

The DEPARTMENT shall:

- a. Initiate all necessary and appropriate actions, to convey the right of way and property which embrace Columbia Pike and certain other local roads as generally described in **Attachment A** to the COUNTY on the Transfer Date

through a "**Quitclaim Deed**". The Quitclaim Deed shall be substantially in the form of **Attachment B**.

- b. Reserve a temporary construction easement in the quitclaim deed providing access to Columbia Pike and certain other local roads, as needed for the referenced Route 27/244 interchange modifications, construction project (project #0027-000-V01, PE101, RW 201, C501, B601, B617, D602), until such time as the project is completed.
- c. Record the agreement attached hereto as **Attachment C** that provides, inter alia, that the COUNTY will have the right to access and utilize the DEPARTMENT's right of way and easements and provides that VDOT will issue Land Use Permits to address the identified permit areas. At such time as the COUNTY receives from the United States of America a written statement indicating that the Commonwealth of Virginia ("Commonwealth") is authorized to assign to the COUNTY the Commonwealth's right, title and interest in Deed of Easement, dated November 1, 1979, between the United States of America, as Grantor, to the Commonwealth, as Grantee, recorded in Deed Book 2004 at Page 607, among land records of Arlington County, Virginia (the "Deed"), but only as such Deed applies to Parcel 175 (the Joyce Street Extension), as such Parcel 175 is described in Exhibit A to the Deed, then the Commonwealth agrees to, and shall, promptly assign to the COUNTY all the Commonwealth's easement rights, title and interest in such Parcel 175, as conveyed by the Deed.
- d. Issue the COUNTY a VDOT Land Use Permit which will provide the COUNTY permission to perform various activities within the DEPARTMENT's Glebe Road right of way at the intersection of Columbia Pike as described in **Attachment C1**.
- e. Issue the COUNTY a VDOT Land Use Permit which will provide the COUNTY permission to perform various activities within the DEPARTMENT's Washington Boulevard (Route 27) right of way at the interchange with Columbia Pike as described in **Attachment C2**.
- f. Issue the COUNTY a VDOT Land Use Permit which will provide the COUNTY permission to perform various activities within the DEPARTMENT's South Joyce Street right of way described in **Attachment C3**.
- g. Issue the COUNTY a VDOT Land Use Permit which will provide the COUNTY permission to perform various activities within a portion of the DEPARTMENT's Army Navy Drive right of way described in **Attachment C4**.
- h. Make quarterly payments to the COUNTY based on the established rate per lane mile and annual construction allocations for this additional mileage as

well as other additions pursuant to §33.1-23.5:1 beginning on the Transfer Date.

- i. Withhold maintenance payments for the entire section of Columbia Pike if the number of through travel lanes, as such phrase is hereinafter defined, is reduced to less than the number required by this Agreement, except during temporary lane closures related to construction, repair and maintenance.
- j. Maintain those portions of roadway, bridges, and other facilities within the Columbia Pike/Washington Boulevard (Route 27) interchange and within the intersection of Columbia Pike with Glebe Road (Route 120) in accordance with the DEPARTMENT's established guidelines for these areas and subtract mileage as appropriate from what is eligible for maintenance payment. A description of what will be maintained by VDOT is described in **Attachment D**.
- k. Make available to the COUNTY any readily available data, documents, agreements, records, and information that the DEPARTMENT and the COUNTY determines is needed concerning the matters which are the subject of this Agreement. Subject to available staffing and reimbursement, the DEPARTMENT will also cooperate with the COUNTY, and provide assistance in resolution of alleged or claimed property boundary questions, uncertainties or disputes related to, or concerning, the Property and abutting or adjacent property.

The COUNTY shall:

- a. Assume the same responsibilities for maintenance, construction and operations of the portions of Columbia Pike and the ancillary roads conveyed that it currently has for the other roads maintained as part of its local road system.
- b. Continue to provide, except during temporary lane closures related to construction, repair and maintenance, no less than two through travel lanes in each direction along Columbia Pike from South Joyce Street to South Jefferson Street, unless the COUNTY has received prior approval from the DEPARTMENT authorizing a reduction in the number of through travel lanes. For the purposes of this Agreement, the phrase "**through travel lanes**" shall mean lanes which: 1) are available for all modes of transportation, including without limitation, cars, trucks, buses, streetcars, and bicycles; and, 2) allow forward directional travel, but may allow turning movements.
- c. Maintain the new assets constructed as part of the Washington Boulevard/Columbia Pike Route 27/244 interchange modifications construction project that fall within the Columbia Pike right-of-way as shown

on the construction plans for project # 0027-000-V01, PE101, RW 201, C501, B601, B617, D602. Based on current plans, this will specifically include Columbia Pike roadway and sidewalks, all Washington Boulevard (Rt. 27) under bridge "wall-pack" lighting, bridge naming plates and aesthetic medallions on abutment walls, Columbia Pike roadway closed drainage system, one currently proposed new retaining wall to the extent that it is located within the Columbia Pike right of way and the County's easement for public street and utilities purposes behind the right of way abutting the Sheraton National Hotel at 900 South Orme Street (RPC# 2502456), and three (3) new traffic signals (that the County will receive payments for consistent with the COUNTY/DEPARTMENT traffic signal agreement).

The PARTIES RESPECTIVELY FURTHER AGREE AS FOLLOWS:

- a. The rights of way, bridges, easements, storm water management facilities and all appurtenances to rights of way that are to be conveyed shall be conveyed without warranty as is customary for the DEPARTMENT. The rights of way, bridges, easements, storm water management facilities will be conveyed by the DEPARTMENT to the COUNTY in "AS IS" condition.
- b. The COUNTY will complete, subject to the DEPARTMENT'S review, and provide to the DEPARTMENT certain right of way surveys of the Columbia Pike Right of Way, and related local roads as part of the COUNTY'S due diligence. While the DEPARTMENT makes no representation or warranty as to the survey plats, these survey plats will be used as a part of the Quitclaim Deed and other conveyance documents. The survey plats are entitled:
 - (i) "Plat Showing Permit Area for Public Street and Utilities Purposes at the Intersection of Columbia Pike and S. Glebe Road", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
 - (ii) "Plat Showing Permit Area for Public Street and Utilities Purposes at the Interchange of Columbia Pike and Washington Boulevard", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
 - (iii) "Plat Showing Permit Area for Public Street and Utilities Purposes Along a Portion of Army Navy Drive", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
 - (iv) "Plat Showing Permit Area for Public Street and Utilities Purposes and Existing Perpetual Easement from the United States of America (D.B. 2004 PG. 607) Along a Portion of S. Joyce Street", prepared by Robert

- L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
- (v) "Plat Showing Portions of the Columbia Pike and Army Navy Drive Rights of Ways Conveyed to Arlington County", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
 - (vi) "Plat Showing Area of Columbia Pike Right of Way to be Retained by the Commonwealth of Virginia at the Intersection of Columbia Pike and S. Glebe Road", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
 - (vii) "Plat Showing Area of Columbia Pike Right of Way to be Retained by the Commonwealth of Virginia at the Intersection of Columbia Pike and Washington Blvd", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
- c. The DEPARTMENT has provided readily available information, gathered at the request of the COUNTY, regarding Columbia Pike to the COUNTY. This information is assembled in a separate summary document entitled "Summary of Readily Available Information Concerning Columbia Pike," dated September, 1 2010. The DEPARTMENT does not provide any warranty for any of this information provided to the COUNTY and this summary is not incorporated into this Agreement.
- d. As of the Effective Date, the DEPARTMENT acknowledges that the DEPARTMENT has issued certain permits authorizing work to be performed, and/or structures and facilities to exist, within the Columbia Pike Right of Way. A current list of such permits that are readily known to the Department, and that continue to exist within the Columbia Pike Right of Way, on the Effective Date, is attached as **Attachment E**, without any express warranty. On or before the Transfer Date, the Department shall deliver to the COUNTY an updated, then current list of such permits, readily known to the DEPARTMENT, that continue to exist within the Columbia Pike Right of Way, on or before the Transfer Date, without any expressed warranty. Prior to the Transfer Date, the DEPARTMENT shall notify such permittees, in writing, that Columbia Pike is being transferred to the COUNTY'S local system, that the permits, along with the right of way will be under the operational responsibility of the COUNTY, and that the permittees may need to obtain a replacement permit through the COUNTY. The DEPARTMENT will release any and all sureties, bonds and letters of credits associated with DEPARTMENT issued permits upon notification from the permittee that a replacement permit through the COUNTY has been requested. Prior to the Transfer Date, the

DEPARTMENT shall provide to the COUNTY copies of all written notifications sent to such permittees. The COUNTY will recognize all prior approvals evidenced by existing DEPARTMENT issued open (active) VDOT Land Use permits listed in **Attachment E**. The COUNTY, however, will not be required to offer extensions of time for any of the existing permits or grant permission for any activities that are different than those previously approved by the DEPARTMENT.

- e. The COUNTY will recognize any plan previously approved by the DEPARTMENT prior to the Transfer Date. The Department and the COUNTY will develop a schedule for the transition of responsibility for the review of new site plans and permits to ensure a smooth transition of responsibility. For each VDOT Land Use permit application pending with the DEPARTMENT as of the Transfer Date, the DEPARTMENT will deliver to the COUNTY on the Transfer Date copies of all DEPARTMENT permit plan review documents concerning such application. The COUNTY will review and evaluate the DEPARTMENT'S documents during the COUNTY'S consideration of any subsequent County permit application submitted by the applicant to the COUNTY.
- f. In accordance with the Traffic Signal Agreement between the COUNTY and the DEPARTMENT dated March 16, 1977, the DEPARTMENT will provide payment to the COUNTY for its maintenance and operation of those signals maintained by the COUNTY on primary highways. After the Transfer Date, there will exist in the Columbia Pike Right of Way certain traffic signals described in **Attachment F** attached hereto, at primary highway intersections owned by the Commonwealth. The COUNTY will continue to receive compensation for maintaining those traffic signals consistent with the terms of the existing signal agreement.
- g. The DEPARTMENT will not initiate, authorize or begin any work on Columbia Pike after the Effective Date of this Agreement, except for emergency or routine maintenance work, unless requested to do so by the COUNTY and agreeable to the DEPARTMENT. Any work the COUNTY requests the DEPARTMENT to perform after the Transfer Date will be subject to available staffing and reimbursement.
- h. Unless specifically stated elsewhere, this Agreement does not place any additional obligation on the COUNTY to maintain, repair or replace any structure or facility, or any portion thereof, not existing within the boundaries of the Property.
- i. All notices shall be in writing, addressed as provided below. All notices shall be made, and be deemed effective, when personally delivered, given by prepaid United States registered or certified mail, return receipt requested, addressee only, or given by overnight mail service, accepted by the

addressee or by an employee at the addressee's office. Notices may also be given to such other address or contact person as either party may direct in writing.

If to COUNTY:

County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 302
Arlington, Virginia 22201.

With a copy to:

Director, Transportation Division
Department of Environmental Services
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

If to DEPARTMENT:

District Administrator
Northern Virginia District
Virginia Department of Transportation
14685 Avion Parkway, Suite 230
Chantilly, Virginia 20151

- j. The Parties agree that their respective rights, duties and obligations under this Agreement do not, and shall not, merge into the Quitclaim Deed.
- k. All of the obligations of the Parties, as the case may be, under this Agreement are subject to the annual appropriation of funds by the General Assembly of Virginia and the County Board of Arlington County, as applicable, for the purpose of satisfying the payment and performance of such obligations.
- l. No provision of this Agreement shall be construed as either Party, explicitly or implicitly, agreeing to indemnify or hold harmless the other Party or any third persons or entities for liability of any nature.
- m. The obligation of the Parties pursuant to the provisions of this Agreement shall survive delivery and recordation of the Quitclaim Deed and other documents required to be delivered by this Agreement, unless otherwise specifically provided in this Agreement.
- n. The failure or delay by one Party to enforce its rights pursuant to this Agreement against the other Party shall not constitute a waiver of such rights.

- o. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the COUNTY shall not be bound by any agreements between the DEPARTMENT and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the COUNTY has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
- p. The Parties mutually agree and acknowledge that in entering this Agreement that the individuals acting on behalf of the Parties are acting within the scope of their official authority and no breach or violation of the terms of this Agreement shall subject any official, officer, employee or agent of either party to any personal liability or consequence and no suit to enforce the terms and conditions of this agreement shall be brought against any such individual in his personal capacity by either party. The forgoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either party in a competent court of law.
- q. Unless otherwise provided herein, the Recitals and Exhibits are hereby incorporated into this Agreement.
- r. This Agreement contains the entire agreement of the Parties. No representations, inducements or agreements, oral or otherwise, between the Parties not contained in this Agreement shall be of any force or effect.
- s. This Agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia.
- t. The DEPARTMENT represents that the following statements, to the best of its knowledge and belief, but without warranty and without any independent review and verification, are true and accurate as of the as of the Effective Date of the Agreement:
 - 1. The DEPARTMENT has not received any written notice that it is in violation or default under any agreement with any third party, or under any judgment, order, decree, rule or regulation of any court, which violation or default concerns the ownership, maintenance, use of, and legal rights in the Property to be conveyed under this Agreement, including facilities and structures located within the boundaries thereof;

2. There are no actions, suits, proceedings or claims affecting the DEPARTMENT'S ownership or title to any portion of the Property to be conveyed to the COUNTY by the DEPARTMENT under this Agreement, or to the best of the DEPARTMENT'S knowledge, threatened in writing, pending, outstanding, or unresolved in or before any court, agency, commission, board, the Commonwealth, or the DEPARTMENT, concerning either title or the ownership of any portion of the Property to be conveyed to the COUNTY by the DEPARTMENT under this Agreement;
 3. The DEPARTMENT has received no written notice that any portion of the Property to be conveyed to the COUNTY by the DEPARTMENT under this Agreement is in violation of applicable federal or state environmental, health, fire, or safety laws or regulations;
 4. The DEPARTMENT has not received written notice of, or written threat of, the permanent or temporary taking or condemnation of all or any portion of the Property to be conveyed to the COUNTY by the DEPARTMENT under this Agreement;
 5. The DEPARTMENT has received no written notice, of any threatened or actual claim or demand, which claim or demand remains unresolved for monetary payment or other relief, concerning, arising out of, or related to, the ownership or other legal interests in the Property to be transferred and conveyed.
- u. Unless specifically provided to the contrary elsewhere in this Agreement, each Party shall pay its financial obligations to third parties existing on, and arising after, the Effective Date.
 - v. Each Party shall bear its respective costs and expenses of negotiating, preparing and executing this Agreement and completing the transfer of the Property.
 - w. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If any provision of this Agreement or the application thereof shall be held invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions shall not be affected thereby.

This Agreement shall be effective on the date when it is executed by the Commissioner hereto ("**Effective Date**").

Nothing in this Agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.

EXHIBIT A TO BOARD REPORT

The COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been agreed to by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

This Agreement, when properly executed, shall be binding upon both parties, their successors, and assigns.

This Agreement may be modified in writing by mutual agreement of both parties when such modification is executed by duly authorized individuals on behalf of such Parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF ARLINGTON, VIRGINIA:

Date

Typed or printed name of signatory

Title

Signature of Witness

Date

NOTE: The official signing for the COUNTY must attach a certified copy of his or her authority to execute this agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Commonwealth Transportation Commissioner
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

List of Attachments:

- Attachment A -** General Description of the Property Being Transferred
- Attachment B -** Quitclaim Deed
- Attachment C -** Agreement Granting Permission for COUNTY to Access Overlap Areas
- Attachment C1 - Land Use Permit Language for Glebe Road/Columbia Pike Intersection
 - Attachment C2 - Land Use Permit Language for Washington Boulevard/Columbia Pike Interchange
 - Attachment C3 – Land Use Permit Language for South Joyce Street
 - Attachment C4 - Land Use Permit Language for Army Navy Drive
- Attachment D -** Description of What VDOT Will Maintain in Interchange/Intersection Areas
- Attachment E -** List of Open (Active) VDOT Land Use Permits at Time of Transfer
- Attachment F -** Traffic Signals along Columbia Pike that will be Covered Under County/VDOT Signal Agreement

ATTACHMENT A (General Description of the Property Being Transferred)

1. All property rights, fee and easements, that the Commonwealth has acquired and possesses for Columbia Pike from the Fairfax County line to a point just northeast of the Columbia Pike - S. Joyce Street intersection.

a. Less and except, the intersection of Columbia Pike - S. Glebe Road (Route 120) and the west interchange of Columbia Pike - Washington Boulevard (Route 27), where the Commonwealth will retain ownership and grant the COUNTY land use permits.

b. Less and except, the east interchange of Columbia Pike - Washington Boulevard (Route 27), where the Commonwealth will retain ownership.

c. Less and except a temporary construction easement for the interchange improvement project at Columbia Pike and Washington Blvd (State Highway Project 0027-000-V01, RW-201).

2. All property rights, fee and easements, that the Commonwealth has acquired and possesses for South Joyce Street from the Columbia Pike - S. Joyce Street intersection to the S. Joyce Street - Army Navy Drive intersection.

a. Less and except, a section from a point just southeast of the Columbia Pike - S. Joyce Street intersection to a point just north of the Interstate Route 395 crossing of S. Joyce Street, where the Commonwealth only has a permanent easement from the United States of America.

b. Less and except, a section from a point just north of the Interstate Route 395 crossing of S. Joyce Street to a point just south of the Interstate Route 395 crossing of S. Joyce Street, where the Commonwealth will retain ownership and grant the COUNTY a land use permit.

3. All property rights, fee and easements, that the Commonwealth has acquired and possesses for that portion of Army Navy Drive shown on pages 6 and 7 of Exhibit A to Attachment B (Quitclaim Deed) of this Agreement.

The specific description of the Property, including the legal description to be used for the Quitclaim Deed, is set forth in Attachment B of this Agreement.

ATTACHMENT A (General Description of the Property Being Transferred)

1. All property rights, fee and easements, that the Commonwealth has acquired and possesses for Columbia Pike from the Fairfax County line to a point just northeast of the Columbia Pike - S. Joyce Street intersection.

a. Less and except, the intersection of Columbia Pike - S. Glebe Road (Route 120) and the west interchange of Columbia Pike - Washington Boulevard (Route 27), where the Commonwealth will retain ownership and grant the COUNTY land use permits.

b. Less and except, the east interchange of Columbia Pike - Washington Boulevard (Route 27), where the Commonwealth will retain ownership.

c. Less and except a temporary construction easement for the interchange improvement project at Columbia Pike and Washington Blvd (State Highway Project 0027-000-V01, RW-201).

2. All property rights, fee and easements, that the Commonwealth has acquired and possesses for South Joyce Street from the Columbia Pike - S. Joyce Street intersection to the S. Joyce Street - Army Navy Drive intersection.

a. Less and except, a section from a point just southeast of the Columbia Pike - S. Joyce Street intersection to a point just north of the Interstate Route 395 crossing of S. Joyce Street, where the Commonwealth only has a permanent easement from the United States of America.

b. Less and except, a section from a point just north of the Interstate Route 395 crossing of S. Joyce Street to a point just south of the Interstate Route 395 crossing of S. Joyce Street, where the Commonwealth will retain ownership and grant the COUNTY a land use permit.

3. All property rights, fee and easements, that the Commonwealth has acquired and possesses for that portion of Army Navy Drive shown on pages 6 and 7 of Exhibit A to Attachment B (Quitclaim Deed) of this Agreement.

The specific description of the Property, including the legal description to be used for the Quitclaim Deed, is set forth in Attachment B of this Agreement.

ATTACHMENT B (Quitclaim Deed)

Tax Map Parcel Number not assigned

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

**Exempt from Grantor and Recordation taxes under Va. Code
Sections 58.1-811(C)(4) and 58.1-811(A)(3)**

QUITCLAIM DEED

THIS QUITCLAIM DEED ("Deed"), made this _____ day of _____, 2010, by and between the COMMONWEALTH OF VIRGINIA, acting by and through the Commonwealth Transportation Commissioner, Grantor, and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic (the "County"), Grantee.

WITNESSETH:

WHEREAS, this conveyance is authorized in accordance with: the provisions of §33.1-149 and §33.1-154 of the Code of Virginia (1950), as amended: the request of the County contained in a resolution passed by the County at its regular meeting held on the 14th day of July, 2009; and a resolution duly adopted by the Commonwealth Transportation Board at a meeting thereof held on the 15th day of September, 2010, and recorded in the minutes of the said meeting.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby release, remise

and quitclaim unto the Grantee all of Grantor's right, title, and interest in and to the hereinafter described land, permanent easements, and property interests, all of which lie or exist in Arlington County, Virginia, and which collectively constitute portions of the Columbia Pike and Army Navy Drive right of ways, as follows:

1. All of that portion of State Route 244 (Columbia Pike), and all property interests, without limitation, as collectively shown on: a) an unrecorded plat entitled "Plan and Profile of Proposed State Highway Arlington and Fairfax Cos. From 0.186 Mi. of Int. Rt. 9 to Int. Rt. 236 at Annandale", prepared by the Commonwealth of Virginia Department of Highways and Transportation, dated August 20, 1940, which plat is on file with the Commonwealth of Virginia, Department of Transportation; and b) the plats and plans for State Highway Projects 1148 A-1; 1148 A-2; 1148 A-3; 2500-01; 2500-06-08-09; 2500-04; 2500-03; 0244-000-105, RW-201; 0244-000-106, RW-201; 0244-000-V08, RW-201, all on file with the Commonwealth of Virginia, Department of Transportation, and recorded in the State Highway Plat Books among the land records of the Circuit Court of Arlington County, Virginia ("Land Records"), including, as to a) and b) above, all of the lands, permanent easements, and property interests, without limitation, acquired by the Grantor lying on both sides of the centerline of State Route 244 (Columbia Pike) between the left and right limits of the right of way lines of State Route 244 (Columbia Pike), being of varying width, between approximate Station 57+57.5 and approximate Station 212+65, including connections to various streets, and terminating at the Arlington/Fairfax County Line; and all lands, permanent easements, and property interests in such portion of State Route 244 (Columbia Pike), between such Stations, acquired by the Grantor, and its predecessors in title or interest, arising by continued public use of such lands as a public road; continued working thereof by public road officials; or by operation of law;

AND BEING all of the lands, permanent easements, and property interests acquired by the Grantor between said Stations as successor in title and interest in lands owned by the Columbia Turnpike Company for a portion of what is known as the Columbia Turnpike; AND FURTHER BEING all of the lands, permanent easements and property interests acquired by Grantor between said Stations for the referenced projects, from various parties, as evidenced by certain deeds, orders, certificates and other instruments listed on the Right of Way Conveyance Report dated May 24, 2010, attached hereto, to be recorded herewith and made a part of this conveyance; and

LESS AND EXCEPT AND RESERVING SOLELY UNTO THE GRANTOR, those lands in fee and easements located at the intersection of Route 244 (Columbia Pike) and Route 120 (S. Glebe Road), lying on both sides of the Route 244 (Columbia Pike) centerline from approximate Station 123+77 to approximate Station 124+50, being the same area shown on the plat dated April 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services, Capital Projects Division, entitled "Plat Showing Area of Columbia Pike Right of Way to be Retained by the Commonwealth of Virginia at the Intersection of Columbia Pike and S. Glebe Road", designated as Exhibit B, attached hereto and incorporated herein by reference, and recorded simultaneously herewith; and

LESS AND EXCEPT AND RESERVING SOLELY UNTO THE GRANTOR, those lands in fee and easements located on both sides of the Route 244 (Columbia Pike) centerline from approximate Station 63+65 to approximate Station 72+95, being the same area shown on the plat dated April 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services, Capital Projects Division, entitled "Plat Showing Area of Columbia Pike Right of Way to be Retained by the Commonwealth of Virginia at the Intersection of Columbia Pike and Washington Blvd", designated as Exhibit C, attached hereto and incorporated herein by reference, and recorded simultaneously herewith.

2. All of the lands, permanent easements and property interests, without limitation, as shown on the plans for Route 120 (Glebe Road), State Highway Project 2400-01 on file with the Commonwealth of Virginia, Department of Transportation and recorded in the State Highway Plat Books among the Land Records, lying on both sides of the centerline of Route 244 (Columbia Pike), between the left and right limits of the right of way lines of Route 244 (Columbia Pike); and all lands, permanent easements, and property interests in such portion of State Route 244 (Columbia Pike) acquired by the Grantor, and its predecessors in title or interest, arising by continued public use of such lands as a public road; or continued working thereof by public road officials; or by operation of law;

AND BEING a portion of the lands, permanent easements and property interests acquired by the Grantor for public street purposes from various parties as evidenced by certain deeds, orders, certificates and other instruments listed on the Right of Way Conveyance Report, dated March 12, 2010, attached hereto, to be recorded herewith and made a part of this conveyance; and,

LESS AND EXCEPT AND RESERVING SOLELY UNTO THE GRANTOR, those lands in fee and easements located at the intersection of Route 244 (Columbia Pike) and Route 120 (S. Glebe Road), lying on both sides of the Route 244 (Columbia Pike) centerline from approximate Station

123+77 to approximate Station 124+50, being the same area shown on the plat dated April 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services, Capital Projects Division, entitled "Plat Showing Area of Columbia Pike Right of Way to be Retained by the Commonwealth of Virginia at the Intersection of Columbia Pike and S. Glebe Road", designated as Exhibit B, attached hereto and incorporated herein by reference, and recorded simultaneously herewith;

3. All of the lands, permanent easements and property interests, without limitation, constituting that portion of Route 244 (Columbia Pike), as shown on a plat dated May 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services, Capital Projects Division, attached to this Deed, designated as Exhibit A, attached hereto and incorporated herein by reference, and recorded simultaneously herewith, entitled "Plat Showing Portions Of The Columbia Pike and Army Navy Drive Rights of Ways Conveyed to Arlington County", including all the lands, permanent easements and property interests of the Grantor lying on both sides of the centerline of Route 244 (Columbia Pike) between the left and right limits of the right of way lines of Route 244 (Columbia Pike), being of varying width, from approximate Station 57+57.5 to Station 35+05, including connections to various streets; and all lands, permanent easements, and property interests in such portion of State Route 244 (Columbia Pike) acquired by the Grantor, and its predecessors in title or interest, arising by continued public use of such lands as a public road; or continued working thereof by public road officials; or by operation of law;

AND BEING all of the lands, permanent easements, and property interests acquired by the Grantor between said Stations as successor in title and interest in lands owned by the Columbia Turnpike Company for a portion of what is known as the Columbia Turnpike; AND FURTHER BEING all of the lands, permanent easements and property interests acquired by Grantor between said Stations from various parties, as evidenced by certain deeds, orders, certificates and other instruments listed on the Right of Way Conveyance Report, dated May 24, 2010, attached hereto, to be recorded herewith and made a part of this conveyance;

4. All of the lands, permanent easements and property interests, without limitation, constituting that portion of Army Navy Drive shown on , Exhibit A including all the lands, permanent easements and property interests of the Grantor lying on both sides of the centerline of Army Navy Drive, between the left and right limits of the existing right of way lines, being of varying width and including connections to various streets, from approximate Station 126+64 to approximate Station 132+65, and lying south of the existing right of way line of Army Navy Drive between the left limits of existing right of way and the Grantee's existing right of way, being of varying width, from approximate Station 132+65 to approximate Station

144+00; and a portion of the right of way from approximate Station 144+00 to approximate Station 147+65 as depicted on Exhibit A.

LESS AND EXCEPT AND RESERVING SOLELY UNTO THE GRANTOR, those lands in fee and easements located on the portion of Army Navy Drive described above in this Section 4 and shown on Exhibit A hereto as "Portion of Army Navy Drive Hereby Retained by the Commonwealth of Virginia".

AND BEING a portion of the lands acquired by the Grantor from United States of America by deed dated January 31, 1967, recorded in Deed book 1641, Page 366, recorded in the Land Records;

FURTHER RESERVING, HOWEVER, unto the use of the Grantor or party of the first part, its successors or assigns, a temporary right and easement to use for construction purposes for Route 27 State Highway Project 0027-000-V01, RW-201; being shown on the plans for Route 244 (Columbia Pike), State Highway Projects 1148 A-1; 2500-03; 0244-000-105, RW-201; and 0244-000-V08, RW-201; and as shown on Exhibit A, from approximate Station 93+00 to approximate Station 36+00, all the lands and permanent easements lying on both sides of the centerline of Route 244 (Columbia Pike), Said temporary construction easement shall terminate at such time as the construction of the aforesaid project is complete.

It is understood and agreed by and between the Grantor and Grantee, that this conveyance is subject to any right, privilege, or easement of record encumbering the herein described lands or easements, whether located above, upon, or under the surface.

Pursuant to Section 15.2-1803 of the Code of Virginia (1950), as amended, this Deed is accepted by the County as indicated by the signature of a person authorized to act on behalf of the County.

IN WITNESS HEREOF, the Commonwealth of Virginia, acting by and through Gregory A. Whirley, Commonwealth Transportation Commissioner, has caused this Deed to be executed in his name as of the day, month and year first above written.

[Signatures appear on the following pages]

COMMONWEALTH OF VIRGINIA

BY _____ (SEAL)
Commonwealth Transportation Commissioner

COMMONWEALTH OF VIRGINIA
City of Richmond, To-Wit:

I, _____, a Notary Public in and for the Commonwealth of Virginia at Large, do certify that Gregory A. Whirley, Commonwealth Transportation Commissioner, whose name is signed to the foregoing writing bearing date on the _____ day of _____, 2010, has acknowledged the same before me.

Given under my hand this _____ day of _____, 2010.

Notary Public

Affix Stamp for Notary ID and Commission Expiration Date:

THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA

BY _____
(SEAL)

NAME _____

TITLE _____

COMMONWEALTH OF VIRGINIA
City/County/Town of _____, To-Wit:

I, _____, a Notary Public in and for the Commonwealth
of Virginia at Large, do certify that _____,
the _____ of the Arlington County, Virginia, a body corporate
and politic, whose name is signed to the foregoing writing bearing date on the _____
day of _____, 2010, has acknowledged the same before me.

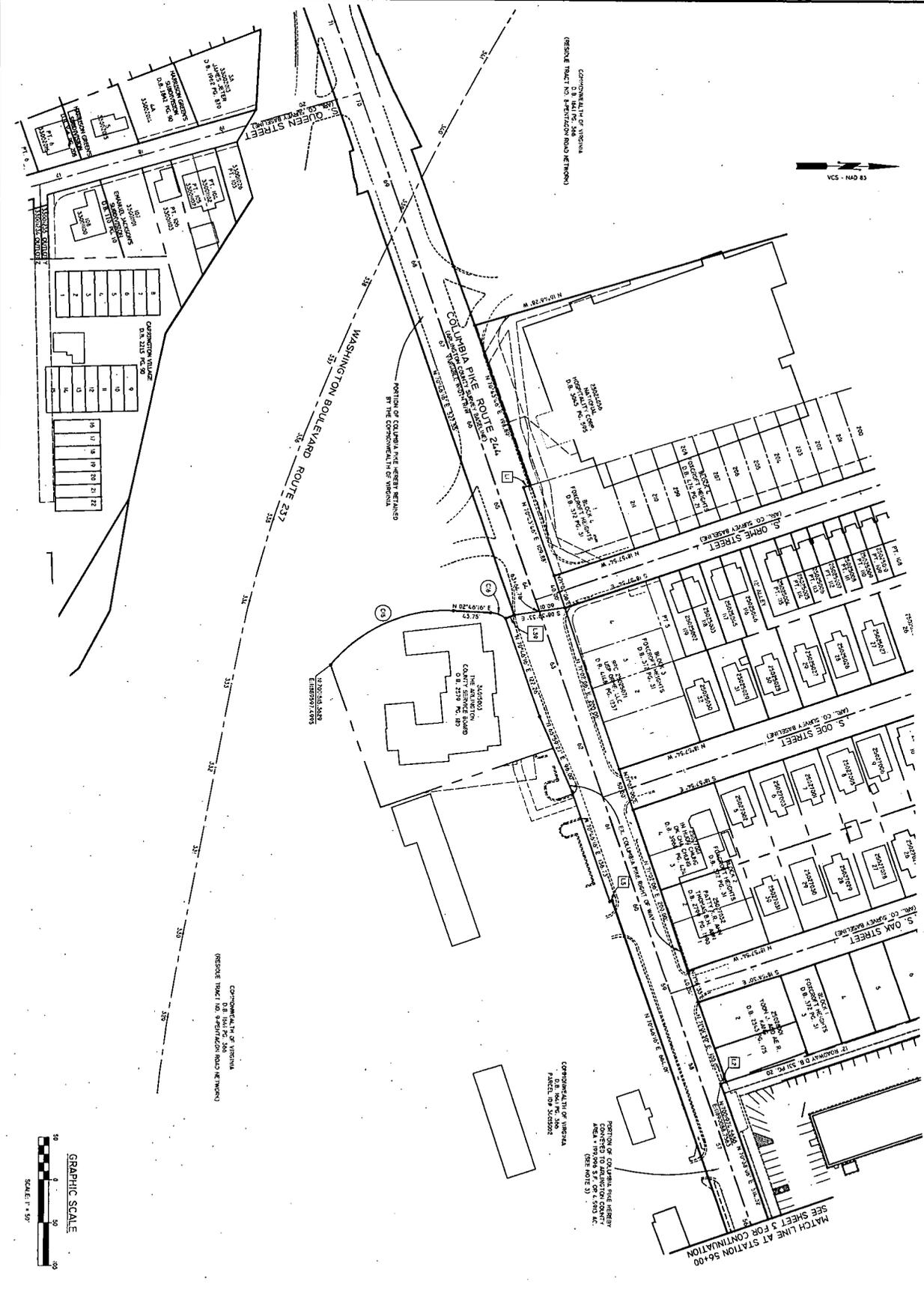
Given under my hand this _____ day of _____, 2010.

Notary Public

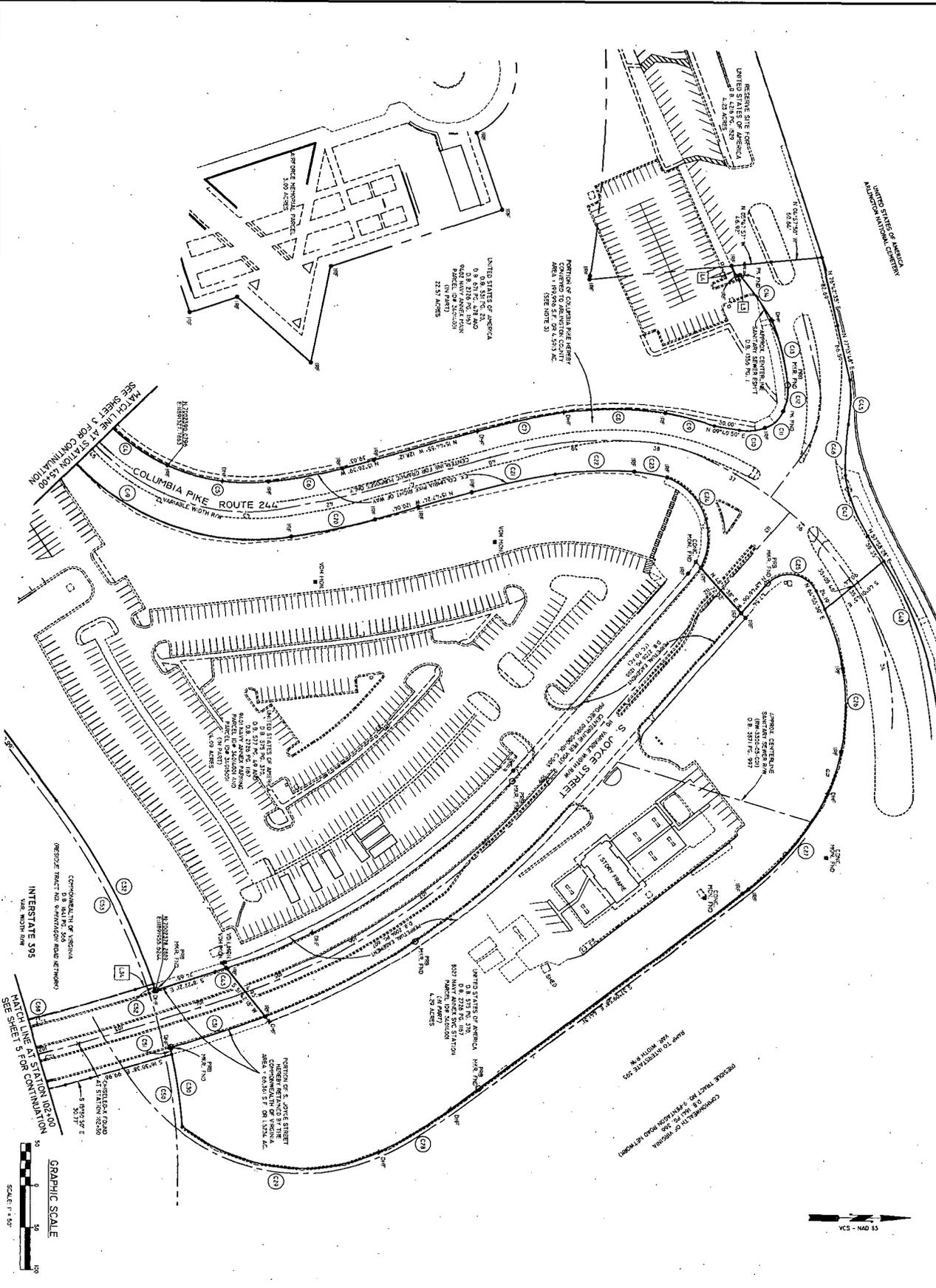
Affix Stamp for Notary ID and Commission Expiration Date:

APPROVED AS TO FORM:

County Attorney



ARLINGTON VIRGINIA	
DEPARTMENT OF ENVIRONMENTAL SERVICES <small>Environmental Control Planning Division 2100 Commonwealth Center Building 2100 Commonwealth Center, Suite 813 Fairfax, VA 22033 Phone: 703-226-8000 Fax: 703-226-8000</small>	
Sent _____ To: _____	Approved _____ Date: _____
Design: _____ Drawn: DWR Checked: _____ Title Study: Transmittal # _____	Prepared: _____ Printed: May 24, 2010 Plotted by: Dabala Scale: As Shown
EXHIBIT 'A' PLAT SHOWING PORTIONS OF THE COLUMBIA PIKE AND ARMY NAVY DRIVE RIGHTS OF WAYS CONVEYED TO ARLINGTON COUNTY	
ARLINGTON COUNTY, VIRGINIA	



ARLINGTON COUNTY, VIRGINIA

EXHIBIT 'A'
PLAT SHOWING

**PORTIONS OF THE COLUMBIA PIKE AND
ARMY NAVY DRIVE RIGHTS OF WAYS
CONVEYED TO ARLINGTON COUNTY**

ARLINGTON COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA

ROBERT HANCOCK
10. M. 11M

LAND SURVEYOR

DEPARTMENT OF ENVIRONMENTAL SERVICES

Environmental Planning Section
2700 Commonwealth Blvd., Suite 110
Falls Church, VA 22041
Phone: 703.243.2289
Fax: 703.243.2888

Scale: As Shown

Printed by: Deltek

Project: Intg 24, 210

Revision:

DATE:

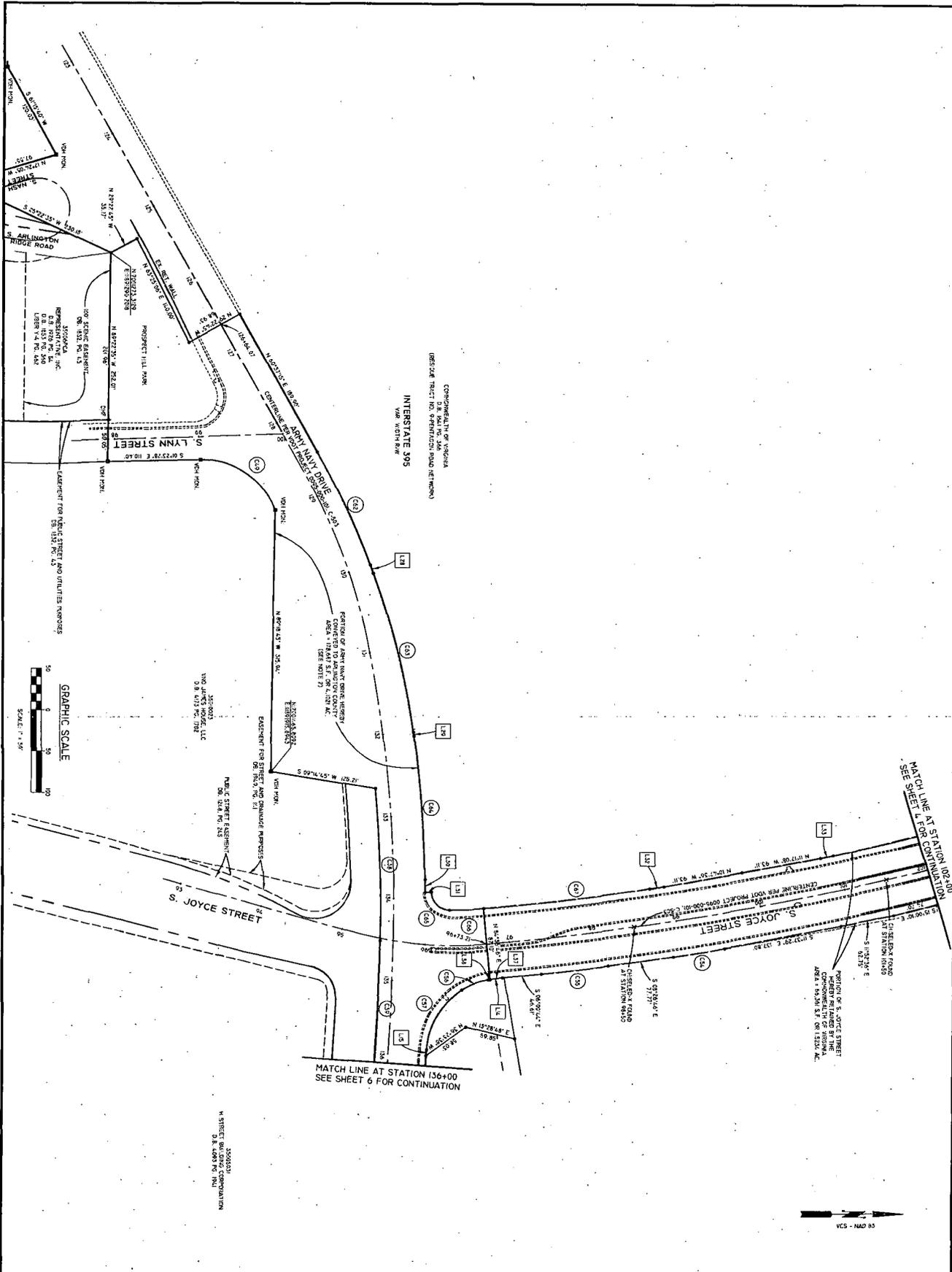
APPROVAL:

DATE:

SCALE: 1" = 50'

DATE:

DATE:



ARLINGTON
VIRGINIA

DEPARTMENT OF
ENVIRONMENTAL SERVICES

Engineering & Landmark Services
2700 North Point Blvd., Suite 110
Arlington, VA 22206
Phone: 703.243.2200
Fax: 703.243.2202

COMMONWEALTH OF VIRGINIA

ROBERT L. FRAZER
L.M. No. 1176

1410 EASTBROOK
ARLINGTON, VA 22204

Scale

Approved _____ Date _____

DESIGN TEAM SUPERVISOR _____ Date _____

ENGINEERING MANAGER/CHECKER _____ Date _____

UTILITY SERVICES SPECIALIST/CHECKER _____ Date _____

TRANSPORTATION ENGINEER _____ Date _____

REVISIONS _____

Drawn By _____ Date _____

Checked By _____ Date _____

Plotted By: Dates _____

Scale: As Shown

EXHIBIT 'A'

PLAT SHOWING

PORTIONS OF THE COLUMBIA PIKE AND
ARMY NAVY DRIVE RIGHTS OF WAYS
CONVEYED TO ARLINGTON COUNTY

ARLINGTON COUNTY, VIRGINIA

Sheet

5 OF 8

COMMONWEALTH OF VIRGINIA
 RESOLVE PARTY NO. (RESOLUTION ROAD NETWORK)
 INTERSTATE 395
 V.M. 407H 9/04

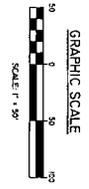
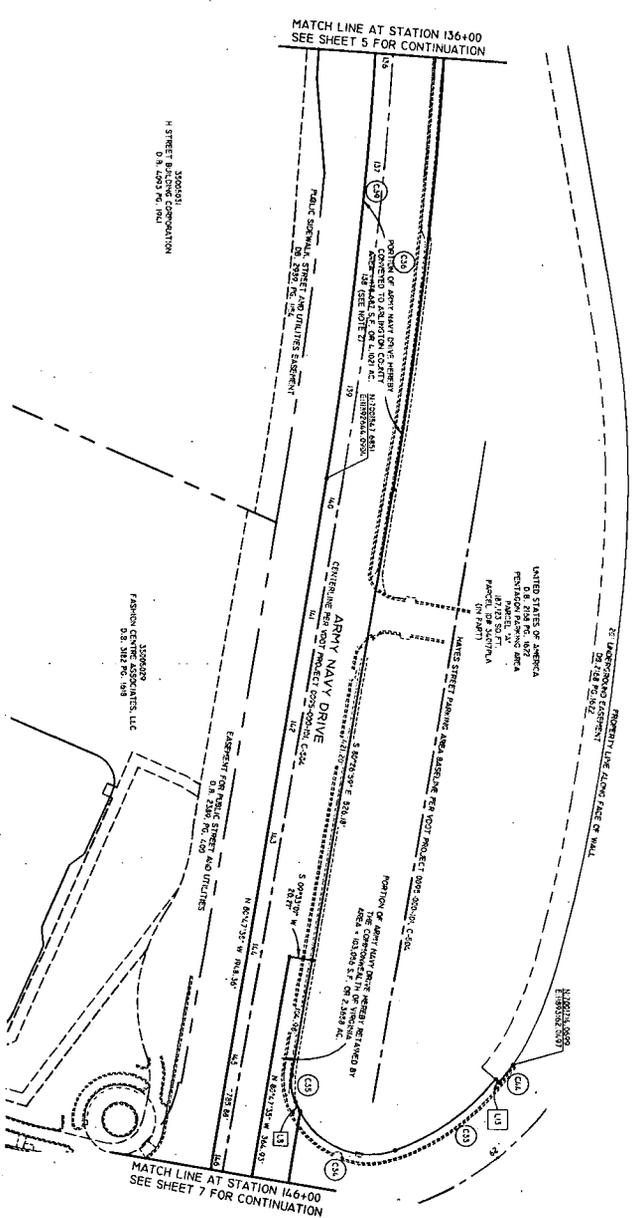


EXHIBIT 'A' PLAT SHOWING PORTIONS OF THE COLUMBIA PIKE AND ARMY NAVY DRIVE RIGHTS OF WAYS CONVEYED TO ARLINGTON COUNTY		 COMMONWEALTH OF VIRGINIA ROBERT L. PALMISTO 100 N. 17th St. ARLINGTON, VA 22209 PHONE: 703.226.2000 FAX: 703.226.2000	Scale: As Shown
ARLINGTON COUNTY, VIRGINIA			DEPARTMENT OF ENVIRONMENTAL SERVICES Environmental Services Section 2100 Cameron Station Fairfax, Virginia Phone: 703.295.2000 Fax: 703.295.2000
Designer: DWA Drafter: DWA Checker: MVA Title: Utility Terminal & Pole Construction Date: 08/24/2010 Drawn by: DWA Scale: As Shown	APPROVALS DATE DESIGNER'S SIGNATURE DATE ENGINEER'S SIGNATURE DATE SURVEYOR'S SIGNATURE DATE TITLE DATE	SHEET NO. 6 OF 8	SHEET NO. 6 OF 8

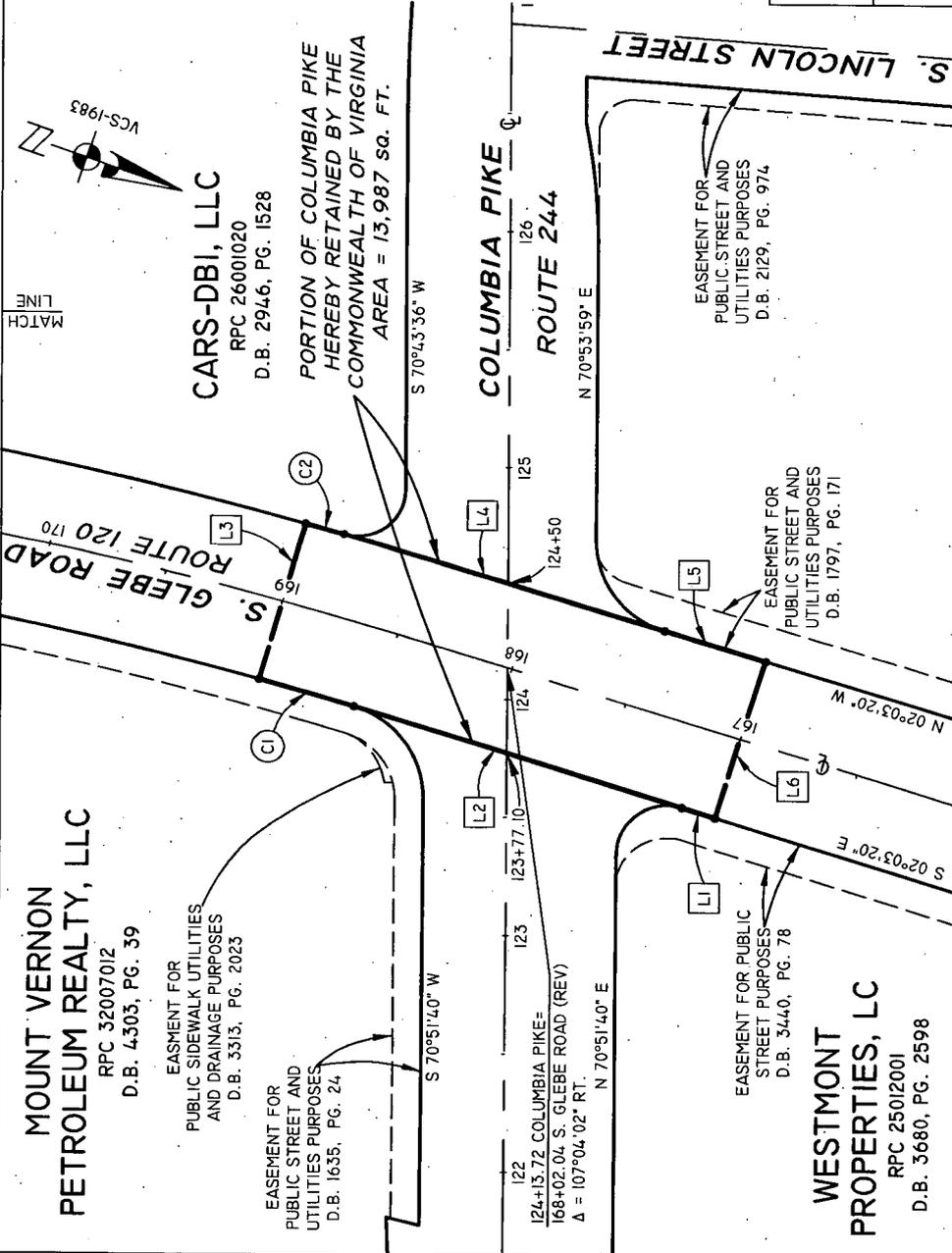
**MOUNT VERNON
PETROLEUM REALTY, LLC**
RPC 32007012
D.B. 4303, PG. 39

EASEMENT FOR
PUBLIC SIDEWALK UTILITIES
AND DRAINAGE PURPOSES
D.B. 3313, PG. 2023

EASEMENT FOR
PUBLIC STREET AND
UTILITIES PURPOSES
D.B. 1635, PG. 24

CARS-DBI, LLC
RPC 26001020
D.B. 2946, PG. 1528

PORTION OF COLUMBIA PIKE
HEREBY RETAINED BY THE
COMMONWEALTH OF VIRGINIA
AREA = 13,987 sq. FT.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°03'20" E	14.48'
L2	S 02°03'35" E	143.60'
L3	S 86°23'04" W	70.00'
L4	N 02°10'28" W	140.48'
L5	N 02°03'20" W	43.89'
L6	N 87°56'40" E	70.00'

NOTE:

1) THE LIMITS OF THE PERMIT AREA SHOWN HEREON ALONG S. GLEEBE ROAD SHALL BE AT STATION 167+00 ON THE NORTHERN SIDE OF THE INTERSECTION WITH COLUMBIA PIKE, AND AT STATION 169+00 ON THE SOUTHERN SIDE OF THE INTERSECTION.



ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING & CAPITAL PROJECTS DIVISION

EXHIBIT 'B'
PLAT SHOWING

AREA OF COLUMBIA PIKE RIGHT OF WAY TO BE
RETAINED BY THE COMMONWEALTH OF VIRGINIA
AT THE INTERSECTION OF

COLUMBIA PIKE
AND
S. GLEEBE ROAD

ARLINGTON COUNTY, VIRGINIA

GRAPHIC SCALE



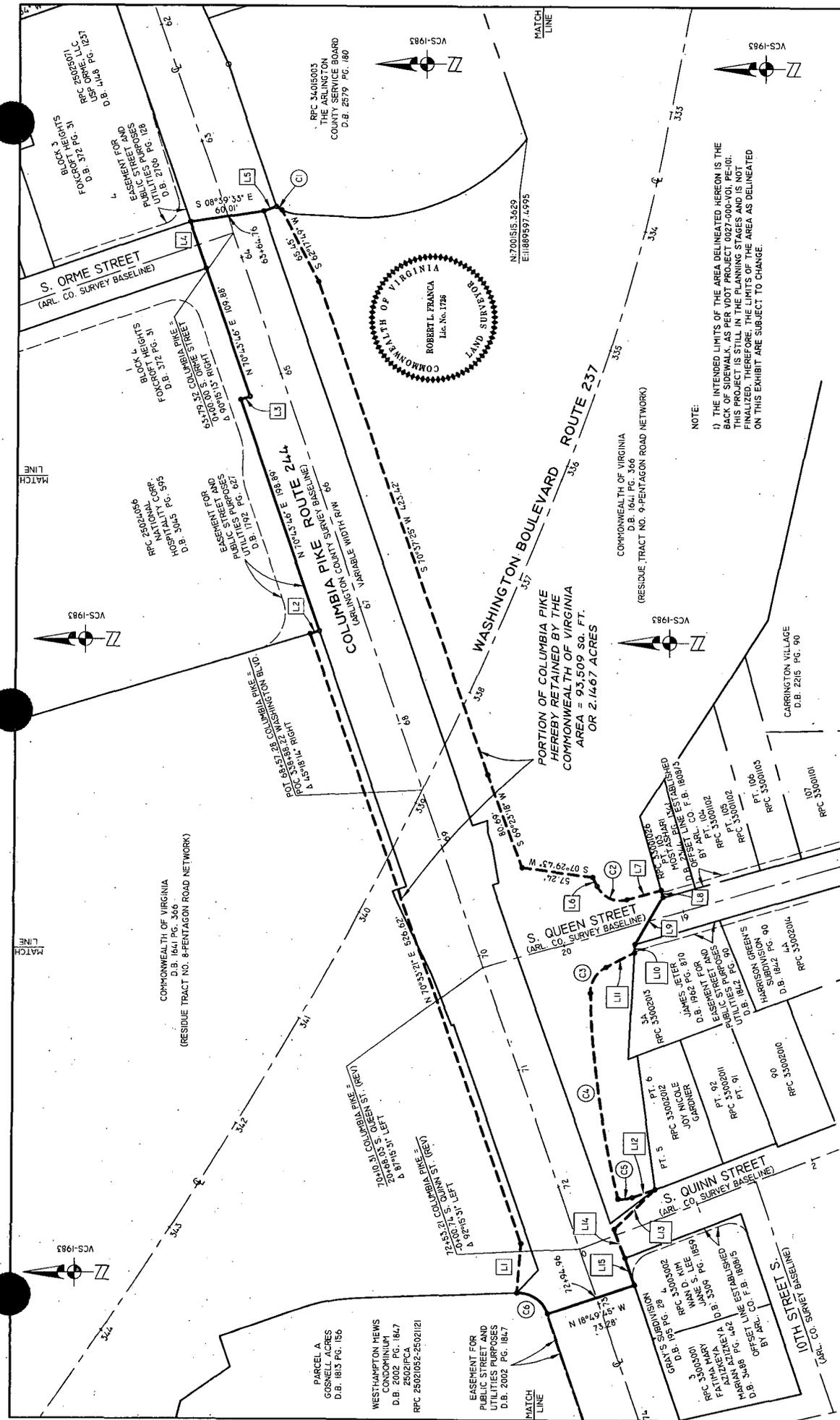
SCALE: 1" = 50'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC TANGENT	LENGTH	CHORD BEARING
C1	1727.95'	0°21'31"	40.97'	40.97'	S 02°56'10" E
C2	1797.95'	1°00'31'42"	16.58'	16.58'	N 03°21'05" W

MATCH LINE

SCALE: 1" = 50' DRAWN BY: DWR CHECKED BY: RLF DATE: MAY 24, 2010
CADD FILE: Q:\DATA\105\SURVEY\DRAWINGS\GLEBE-EXHIBIT.DWG



ARLINGTON, VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL SERVICES
 ENGINEERING & CAPITAL PROJECTS DIVISION

EXHIBIT 'C'
 FLAT SHOWING

**AREA OF COLUMBIA PIKE RIGHT OF WAY TO BE
 RETAINED BY THE COMMONWEALTH OF VIRGINIA
 AT THE INTERSECTION OF
 COLUMBIA PIKE
 AND
 WASHINGTON BLVD.**

ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50' DRAWN BY: DWR CHECKED BY: RLF DATE: MAY 24, 2010
 CADD FILE: \\DATA\DUSS\SURVEY\DRAWINGS\COLUMBIAPIKE-EXHIBIT52.DWG

NOTE:
 1) THE INTENDED LIMITS OF THE AREA DELINEATED HEREON IS THE BACK OF SIDEWALK, AS PER VDOT PROJECT 0027-000-VOL. PE-101. THIS PROJECT IS STILL IN THE PLANNING STAGES AND IS NOT FINALIZED. THEREFORE, THE LIMITS OF THE AREA AS DELINEATED ON THIS EXHIBIT ARE SUBJECT TO CHANGE.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 85°30'32" E	40.03'
L2	S 16°46'28" E	7.82'
L3	S 17°20'23" E	8.07'
L4	N 71°02'06" E	40.00'
L5	S 19°15'44" E	10.95'
L6	S 63°42'55" W	7.97'
L7	S 15°27'25" E	28.53'
L8	S 74°03'07" W	5.81'
L9	N 59°45'10" W	44.23'
L10	N 87°02'56" W	7.56'
L11	N 28°10'52" W	26.64'
L12	S 19°20'48" E	19.49'
L13	N 44°31'18" W	45.88'
L14	S 68°57'40" W	24.96'
L15	S 71°00'15" W	23.15'

GRAPHIC SCALE



SCALE: 1" = 50'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC TANGENT	CH. LENGTH	CHORD BEARING
C1	32.00'	09°32'43"	5.33'	5.32'	S 31°54'12" W
C2	20.74'	79°17'20"	28.70'	28.47'	S 24°11'15" W
C3	23.42'	63°44'53"	26.05'	14.56'	N 60°03'18" W
C4	822.00'	11°52'31"	170.37'	85.49'	S 82°08'00" E
C5	25.42'	25°49'36"	11.46'	5.83'	S 06°26'00" E
C6	25.00'	73°10'00"	32.00'	29.86'	N 34°26'38" E

Virginia Department of Transportation
Right of Way Conveyance Report
May 24, 2018

Parcel	Last Name	First name	Instrument	Doc Date	DB	PD	PR	PG	Comment
State Highway Project 1148 A-1									
22	Richardson	Rachel J.	Deed	05/21/1941	550	123			Info provided by R/W Data Sheet
24	Palmer	Lorenzo J.	Deed	05/21/1941	650	122			Info provided by R/W Data Sheet
40	Force	Harry	Deed	07/07/1941	550	126			Info provided by R/W Data Sheet
41	Tapley	Gladys	Deed	02/23/1946	752	231			Info provided by R/W Data Sheet
43	Corbett	S. Munson	Deed	10/25/1940	537	381			Info provided by R/W Data Sheet
44	Corbett	S. Munson	Deed	10/25/1940	537	384			Info provided by R/W Data Sheet
State Highway Project 1148 A-2									
3	Clardy	Warren B.	Deed	01/13/1942	572	335			Info provided by R/W Data Sheet
4	Cannon	Florence E.	Deed	09/07/1940	528	220			Info provided by R/W Data Sheet
5	Hall	Elizabeth W.	Deed	10/24/1940	523	63			Info provided by R/W Data Sheet
6	Butler	Lester L.	Deed	09/07/1940	528	233			Info provided by R/W Data Sheet
7	Powarth	Margaret	Deed	09/07/1940	528	221			Info provided by R/W Data Sheet
8	Craig	John M. and Ida L.	Deed	10/24/1940	545	452			Info provided by R/W Data Sheet
9	Fahrsny	Roy B.	Deed	09/07/1940	528	232			Info provided by R/W Data Sheet
10	Tapp	Margaret S.	Deed	09/07/1940	528	230			Info provided by R/W Data Sheet
11	Parker	Charles G.	Deed	09/07/1940	528	229			Info provided by R/W Data Sheet
12	Gloth	William C.	Deed	10/25/1940	537	378			Info provided by R/W Data Sheet
12	Gloth	William C.	Deed of Correction	09/19/1955	1233	397			Info provided by R/W Data Sheet
13	Palmer	Lillie	Deed	10/24/1940	523	132			Info provided by R/W Data Sheet
14	Pepper	Virginia D.	Deed	09/12/1940	537	379			Info provided by R/W Data Sheet
15	Sims	Mary P.	Deed	10/25/1940	537	376			Info provided by R/W Data Sheet
16	Palmer	Estler M.	Deed	10/24/1940	523	131			Info provided by R/W Data Sheet
19	DeLashmutt	Thomas	Deed	10/24/1940	523	290			Info provided by R/W Data Sheet
20	Richmond	Marion and Graca L.	Deed	09/07/1940	528	227			Info provided by R/W Data Sheet
21	Bicknell	George A.	Deed	09/07/1940	528	223			Info provided by R/W Data Sheet
22	Watson	David A.	Deed	09/07/1940	528	226			Info provided by R/W Data Sheet
23	Head	James W.	Deed	10/24/1940	532	7			Info provided by R/W Data Sheet
25	Benham	Elizabeth D. and Elsie	Deed	09/12/1940	528	237			Info provided by R/W Data Sheet
26	Arnett	Calvin J.	Deed	10/24/1940	528	538			Info provided by R/W Data Sheet
28	Arlington Ice and Fuel Co., Inc.		Deed	10/24/1940	523	205			Info provided by R/W Data Sheet
29	Arlington Ice and Fuel Co., Inc.		Deed	03/25/1941	542	553			Info provided by R/W Data Sheet
30	Freiwald	Herman G. and Elvira N.	Deed	10/25/1940	560	105			Info provided by R/W Data Sheet
31	Brown	Gerard	Certificate	11/01/1941					Copy of Document Provided
31	Brown	Caroline V.	Order	04/17/1943	619	293			Copy of Document Provided
32	Scanland	Mary Virginia	Deed	10/24/1940	523	452			Info provided by R/W Data Sheet
33	Payne	Milton B.	Deed	12/04/1940	537	375			Info provided by R/W Data Sheet
34	Dwyer	Ella V.	Deed	09/07/1940	528	224			Info provided by R/W Data Sheet
35	Sutton	Mary	Certificate	11/01/1941					Copy of Document Provided
35	Sutton	Mary	Order	04/17/1973	619	291			Copy of Document Provided
36	Egbert	Ernest F.	Deed	09/07/1940	528	235			Info provided by R/W Data Sheet
37	Howard	James F.	Deed	10/24/1940	524	206			Info provided by R/W Data Sheet
38	Offutt	Grace A.	Deed	06/18/1941	550	293			Info provided by R/W Data Sheet
State Highway Project 2500-01,2529-02									
1	Hurley	Wilson P. and Norma F	Deed	09/12/1951	1025	471			Info provided by R/W Data Sheet
2	Magnolia Gardens Inc								COD Condemning - info provided on R/W Data Sheet
3	Hurley	Wilson P. and Norma F	Deed	06/19/1950	971	175			Info provided by R/W Data Sheet
4	Howard	James F.	Deed	04/08/1952	1056	519			Info provided by R/W Data Sheet
5	Hogs	W.S., Jr.	Deed	06/19/1950	971	177			Info provided by R/W Data Sheet
6	Greenbrier Apartments Inc.		Deed	06/19/1950	971	181			Info provided by R/W Data Sheet
7	Garcia	Roman P. and Harriet	Deed	10/03/1951	1030	391			Info provided by R/W Data Sheet
8	Hurley	Wilson P.	Deed	06/19/1950	971	179			Info provided by R/W Data Sheet
9	Goins	Iona B.	Certificate	10/18/1951					Copy of Document Provided
9	Goins	Iona B.	Order						
10	Kaldenback	Matilda Klein	Deed	11/13/1953	1145	581			Info provided by R/W Data Sheet
10	Kaldenback	Mary Evangelina	Deed	04/05/1960	1401	554			Info provided by Arlington County
14	Grabman	Annie	Deed	05/19/1954	1152	298			Info provided by R/W Data Sheet
15	McMillin	Clifton C.	Deed	06/19/1950	1037	174			Info provided by R/W Data Sheet
16	Smith	Howard W. and B M	Deed	12/07/1954	1161	144			Info provided by R/W Data Sheet
17	Miller	Nicholas C.	Deed	06/23/1955	1224	160			Copy of Document Provided
State Highway Project 2500-03									
	Peete	Margarete S.	Deed	04/02/1956	1243	354			
	Washburn	Lester A.							
	Edleman	John W.							
	The Manhattan Corp. of Virginia								
	Gulf Oil Company		Deed	05/02/1955	1198	480	2	121	Copy of Document Provided
	Gulf Oil Company		Easement	05/27/1958	1328	537			
	Gulf Oil Company		Order	06/02/1959	1372	390			
	Gulf Oil Company		Certificate	12/01/1972	1804	326			
	Gulf Oil Company		Final Order	03/27/1974	1855	443			RE 1804-326
	Smith	B.M.	Deed	12/17/1954	1180	93			
	Smith	B.M.	Deed	12/28/1954	1181	144			
	Smith	B.M.	Deed	07/06/1955	1208	470			
	Smith	B.M.	Misc	08/09/1973	1833	350			
	Smith	B.M.	Misc	08/09/1973	1833	353			
	Smith	B.M.	Certificate	11/25/1985	2197	1803	10	332-334	
	Smith	B.M.	Order						
	Smith	B.M.	Certificate	11/25/1985	2197	1806	10	335-336	
	Smith	B.M.	Order						

Virginia Department of Transportation
Right of Way Conveyance Report
May 24, 2010

Page 2

Parcel	Last Name	First name	Instrument	Doc Date	DB	PG	PB	PG	Comment
	Smith	B.M.	Certificate	12/15/1966	2249	1664	10	361-382	Amends 1833-353
	Smith	B.M.	Order						
	Smith	B.M.	Certificate	12/15/1966	2249	1668	10	383-384	Amends 1833-360
	Smith	B.M.	Order						
	Smith	B.M.	Deed	04/06/1988	2321	493	10	427-428	
State Highway Project 2500-04									
1	Stein	A. & Ethel	Agreement	02/09/1956	1242	259			Info provided by R/W Data Sheet
2	Arlington Presbyterian Church		Agreement	01/25/1958	1242	253			Info provided by R/W Data Sheet
3	Brenner, et al	Hymie	Agreement	01/30/1956	1242	257			Info provided by R/W Data Sheet
4	Sales	Robert C & Rose S.	Agreement	01/31/1956	1242	265			Info provided by R/W Data Sheet
5	Christerson	Howard	Agreement	01/27/1956	1242	234			Info provided by R/W Data Sheet
6	Greater Eastern Holding Co.		Agreement	01/28/1956	1246	524			Info provided by R/W Data Sheet
7	Hall	Elizabeth W. and Nutter	Certificate	08/14/1957					Copy of Document Provided
7	Hall	Elizabeth W. and Nutter	Order	08/21/1958	1338	450			Info provided by R/W Data Sheet
8	Head	James W.	Agreement	01/30/1956	1242	230			
State Highway Project 2500-06, 08, 09									
2	Shoreham Investment Company		Deed	11/04/1957	1307	37			Info provided by R/W Data Sheet
	Rakusin	Stanley	Deed of Exchange	08/01/1956	1265	401			Copy of Document Provided
State Highway Project 0244-000-105, RW-201									
1	Estelle H. Lindsey		Deed	12/06/1974	1874	692			
State Highway Project 0244-000-108, RW-201									
1	Geneva Management Inc.		Deed	12/18/1990	2458	744			
State Highway Project 0244-000-V08, RW-201									
1	Johnson	Evangeline	Deed	02/09/1998	2878	1213	11	220	Copy of Document Provided
State Highway Project 529 A C									
125	Gray	Bertha	Deed	01/09/1932	331	122			Info provided by R/W Data Sheet
135	Force	Harry	Deed	03/07/1931	320	490			Info provided by R/W Data Sheet
State Highway Project 2400-01, 529-CR2									
1	Stone	Pauline Keller	Deed	05/16/1950	948	182			Copy of Document Provided.
2	Eckhaus	Hyman	Deed	07/19/1949	899	31			Copy of Document Provided.
3	Bauseman's Service Inc.		Deed	03/17/1950	923	152			Copy of Document Provided.
4	Strickland	Ada M.	Deed	05/16/1950	940	548			
106	Brewer	Jonathan H	Deed	07/19/1949	892	346			Copy of Document Provided
107	Spangler	Ernest	Deed	07/19/1949	894	517			Copy of Document Provided
108	Stein	Abe	Deed	04/03/1951	992	49			Info provided by RAW Data Sheet
State Highway Project 0095-000-101, RW-201									
118	Pentagon Plaza		Deed	06/29/1977	1949	141	9	620	Copy of Document Provided
126, 127	Pentagon Tract Development		Certificate	03/03/1972	1778	495	9	303	Copy of Document Provided
126, 127	Pentagon Tract Development		Order	01/24/1977	1939	1351			
128	1400 Eads Street Development		Deed	06/29/1977	1949	481	9	622	Copy of Document Provided.
141	Watson Jr.	James A	Deed	04/01/1975	1888	539	9	565	Copy of Document Provided
142	Stone	John A.	Deed	12/31/1970	1743	598	9	153	Copy of Document Provided
143	1101 Eads Street Inc.		Deed	04/17/1975	1886	232	9	545	Copy of Document Provided
164	Ama Eads, Inc.		Deed	06/29/1977	1949	487	9	625	Copy of Document Provided
State Highway Project 0095-000-103-RW-201									
	United States of America		Deed	01/31/1967	1642	366			Copy of Document Provided

Attachment C (Granting Permission for COUNTY to Access Overlap Areas)

TAX MAP # Not Assigned

RW-28
Revised 4/06

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A) (3),
58.1-811(C) (5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

THIS AGREEMENT, made this _____ day of _____ 2010 by and between
the COMMONWEALTH OF VIRGINIA, Grantor, and THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA, a body corporate and politic, Grantee, and,

WITNESSETH: THAT WHEREAS, it is proposed by the parties hereto to
transfer Columbia Pike (Route 244) from the primary system of state highways to the
local road system of Arlington County, Virginia, pursuant to §33.1-35 of the Code of
Virginia 1950, as amended; and,

WHEREAS, the Grantee has, by resolution adopted by the Board of
Supervisors on July 14, 2009, requested that the existing rights of way and easements
for Columbia Pike (Route 244) and certain other local road system roads, be conveyed
to the COUNTY; and

WHEREAS, the Grantor has by Quitclaim Deed, recorded in the Office of the
Clerk of the Circuit Court of Arlington County as Instrument No. _____ on
_____, 2010, released, remised and quitclaimed all of its interests in and to
the land described therein, being the existing right of way of Columbia Pike (Route 244),

less and except certain areas which overlap with Grantor's other intersecting roadways; and,

WHEREAS, transfer of Columbia Pike (Route 244) to the local road system includes responsibility for Grantee to maintain, re-construct and operate that roadway, including portions within the areas which overlap with Grantor's other intersecting roadways; and,

WHEREAS, the Grantor wishes to provide Grantee with the necessary rights and permission to perform its maintenance, re-construction and operations of Columbia Pike (Route 244) within the areas which overlap with Grantor's other intersecting roadways.

NOW, THEREFORE, for and in consideration of the premises and of the benefits accruing or to accrue to the Grantor by reason of such improvement, and for the further consideration of One Dollar (\$1.00) cash in hand paid to the Grantor, receipt of which is hereby acknowledged, the Grantor does hereby agree to issue permits as described in the following attachments, for the proper operation, maintenance and re-construction of Columbia Pike, South Joyce Street and Army Navy Drive subject to the terms and conditions in Attachment C1, Attachment C2, Attachment C3 and Attachment C4, hereof.

Being that area of Columbia Pike shown as "Permit Area for Public Street and Utilities Purposes" on the plat dated May 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services, Capital Projects Division, entitled "Plat showing Permit Area for Public Street and Utilities Purposes at the Intersection of Columbia Pike and S. Glebe Road" attached hereto as Attachment C1.b. and

incorporated herein by reference, subject to the terms and conditions of Attachment C1;
and,

Being that area of Columbia Pike shown as "Permit Area for Public Street and Utilities Purposes" on the plat dated May 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services Capital Projects Division, entitled "Plat Showing Permit Area for Public Street and Utilities Purposes at the Intersection of Columbia Pike and Washington Blvd" attached hereto as Attachment C2.b. and incorporated herein by reference, subject to the terms and conditions of Attachment C2;
and,

Being that area of South Joyce Street shown as "Permit Area for Public Street and Utilities Purposes" on the plat dated May 24, 2010 by Robert L Franca, entitled "Plat Showing Permit Area For Public Street and Utilities Purposes and Existing Perpetual Easement from the United States of America (D.B. 2004 PG. 607) Along a Portion of South Joyce Street", attached hereto as Attachment C3.b. and incorporated herein by reference, subject to the terms and conditions of Attachment C3.

Being that area of Army Navy Drive shown as "Permit Area for Public Street and Utilities Purposes" on the plat dated May 24, 2010 by Robert L Franca, titled "Plat Showing Permit Area For Public Street and Utilities Purposes along a Portion of Army Navy Drive", attached hereto as Attachment C4.b. and incorporated by reference, subject to the terms and conditions of Attachment C4.

The Grantor does hereby further grant unto Grantee the right and permission to use the perpetual easement area for South Joyce Street from the United States of America shown on Attachment C3.b., for the proper operation, maintenance and re-

construction of South Joyce Street, subject to the terms and conditions contained in the Deed of Easement from the United States of America, dated November 1, 1979 and recorded at Deed Book 2004 at Page 607 in the land records of Arlington County, Virginia.

IN WITNESS HEREOF, the Commonwealth of Virginia, acting by and through Gregory A. Whirley, Commonwealth Transportation Commissioner, has caused this agreement to be executed in his name as of the day, month and year first above written.

COMMONWEALTH OF VIRGINIA

BY _____ (SEAL)
Commonwealth Transportation Commissioner

COMMONWEALTH OF VIRGINIA
City of Richmond, To-Wit:

I, _____, a Notary Public in and for the Commonwealth of Virginia at Large, do certify that Gregory A. Whirley, Commonwealth Transportation Commissioner, whose name is signed to the foregoing writing bearing date on the _____ day of _____, 2010, has acknowledged the same before me.

Given under my hand this _____ day of _____, 2010.

Notary Public

Affix Stamp for Notary ID and Commission Expiration Date:

THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA

BY _____
(SEAL)

NAME _____

TITLE _____

COMMONWEALTH OF VIRGINIA
City/County/Town of _____, To-Wit:

I, _____, a Notary Public in and for the Commonwealth
of Virginia at Large, do certify that _____,
the _____ of the Arlington County, Virginia, a body corporate
and politic, whose name is signed to the foregoing writing bearing date on the _____
day of _____, 2010, has acknowledged the same before me.

Given under my hand this _____ day of _____, 2010.

Notary Public

Affix Stamp for Notary ID and Commission Expiration Date:

APPROVED AS TO FORM:

County Attorney

Attachment C1
(Land Use Permit Language for Glebe Road/Columbia Pike Intersection)

- 1) On the Transfer Date, the DEPARTMENT will issue to the COUNTY a no cost VDOT Land Use Permit in the form attached hereto as Attachment C1.a. (the "Permit"). Such Permit shall include a reference to this Memorandum of Agreement and the provisions in this Attachment C1, and shall be valid and effective on the Transfer Date. The Permit will grant to the COUNTY, the right to construct, operate, and maintain facilities for all modes of transportation and for utilities, along Columbia Pike, over, under, upon and through the DEPARTMENT'S Glebe Road (Route 120) right of way within the spatial area ("Permit Area") depicted on the plat attached hereto as Attachment C1.b. The Permit will include, without limitation, construction, maintenance, repair, reconstruction, replacement, relocation, redesign, reconfiguration, and/or removal of public street and utility facilities used for, or related to, all modes of transportation (collectively the "Work"). The Work may include, without limitation, drainage, water, sewer, curbs, gutters, sidewalks, fire hydrants, street lights, traffic control equipment, utility poles, street signs, and bus and other transportation shelters, benches, and landscaping.
- 2) All design must be consistent with, and conform to, applicable provisions of the Policy on Geometric Design of Highways and Streets, 2004 Fifth Edition American Association of State Highway and Transportation Officials or any subsequent approved edition or update of such Policy. Utility installations within the Permit Area must also conform to the installation requirements outlined in the VDOT Land Use Permit Manual.
- 3) Any Work within the Permit Area that will not obstruct or impede traffic flow on Glebe Road is authorized to be performed by the COUNTY pursuant to the Permit without additional approvals from the DEPARTMENT. Nevertheless, not later than seventy-two (72) hours before commencement of such proposed Work, the COUNTY will provide to the DEPARTMENT designated contact, a general description of the Work to be performed, the anticipated Work schedule, and the

COUNTY contact for the proposed Work. If the COUNTY does not provide the requested notification, the DEPARTMENT reserves the right to require individual written requests before future work begins.

- 4) Any Work within the Permit Area that will obstruct or impede traffic flow on Glebe Road will require the following concurrence process with the DEPARTMENT: The COUNTY will first notify the NOVA District Permits Office of the proposed Work, referencing the Permit. The COUNTY will provide a "maintenance of traffic control plan" sealed by a licensed professional engineer and a general description of the Work that will or may impact traffic. The DEPARTMENT will approve or disapprove the COUNTY request within thirty (30) days of receipt thereof. A request to perform work within the DEPARTMENT'S right of way that requires a design exception or design waiver will be approved within 60 days, or an explanation given why the design waiver/exception cannot be approved.
- 5) In the event of the need for unplanned emergency work necessary for public safety, the COUNTY shall contact the NOVA Traffic Operations Center or, during normal business hours, the NOVA District Permits Office immediately. Notwithstanding any provision herein to the contrary, after such notification, the COUNTY may begin the emergency Work. If the COUNTY does not provide such notification, then the DEPARTMENT may require a written request from the COUNTY before any future Emergency Work begins.
- 6) The Permit will entitle the COUNTY, to construct, operate and maintain a streetcar system along Columbia Pike across the intersection of Glebe Road and Columbia Pike. The COUNTY is responsible for the installation and maintenance costs of all traffic control devices necessary to control traffic for the streetcar system. The DEPARTMENT will review and approve all traffic control devices and operational appurtenances that are installed as part of streetcar system that directly obstruct or impede traffic flow on Glebe Road to ensure there is not an unacceptable degradation on the level of service on Glebe Road. All related

Work activities associated with the streetcar system will be governed by paragraphs 3 and 4, as applicable.

- 7) The streetcar system as well as any other transportation improvement project along the Columbia Pike corridor is considered by the DEPARTMENT and the COUNTY to be a DEPARTMENT sanctioned project for the purposes of utility relocation under Section 33.1-75.3. The DEPARTMENT agrees to provide to the COUNTY the benefit of any provision of recorded utility or other easements, or agreements, as applicable. The DEPARTMENT will provide assistance to the COUNTY if requested subject to available staffing and reimbursement.
- 8) The DEPARTMENT shall not arbitrarily interfere with the COUNTY'S rights under the Permit and shall include the COUNTY in any discussions regarding plans for significant improvements or modifications in the Permit Area that may obstruct, impede or interrupt any mass transportation service provided by the County through the Permit Area. The DEPARTMENT shall also provide the COUNTY with at least thirty (30) calendar days prior written notice before Work on such improvements or modifications is to begin.
- 9) The DEPARTMENT agrees the Permit will not be revoked unless there is a breach of the Memorandum of Agreement or the terms of the Permit and the COUNTY has received written notification thereof with a specific description of the breach, and the County fails to cure a breach consistent with this paragraph. Upon receipt of a notice of breach, the COUNTY will begin to cure such breach and diligently pursue the cure. If, within sixty (60) days after receipt of the written notice of breach, the COUNTY has neither cured the breach, nor is diligently pursuing cure of the breach, then upon receipt by the COUNTY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the COUNTY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under the Permit. Revocation will not be the exclusive remedy available to the DEPARTMENT to correct any such breach by the COUNTY.

Commonwealth of Virginia
Department of Transportation
Land Use Permit



Permit No.	947-100586
Revision No.	13
Status	Pending

This permit only grants permission to use whatever rights the Commonwealth Transportation Board and the Department of Transportation have in the right of way and no more, and it is the obligation of the permittee to secure any other releases or permission that may be needed in order to perform the work.

Application No.	Payment Method 0	Total Payment Amount
Effective Date	Expiration Date	
Reinstatement Date	Revision Date	September 17, 2010

Permittee Information:	Your Job #	Surety & Account Receivable Information:
Owner 546001123-947D-0, Arlington County Dept. of Public Works Address Arlington County Government Environmental Services 2100 Clarendon Blvd., Ste. 900 Arlington, VA 22201 Contact Dennis Leach Phone # (703)228-0588 Fax # (703)228-4192 24 Hr. # (571)238-6044	Agent	Name * Surety Type Resolution Surety Acct. AVA000015 Amount 1,000.00 Obligation Amt. 1,000.00 Surety Holder Owner Acct. Recv. #

AUTHORIZATION: In compliance with your application, permission is hereby given insofar as the Commonwealth Transportation Board has the right, power, and authority under sections 33.1 - 12(3); 33.1 - 197; 33.1 - 198 of the Code of Virginia as amended, to grant by Special Agreement and/or by Land Use Permit for you to perform the work and or activity(s) described below:

Location

Map #	0
County/City/Town	Arlington
Highway Route(s)	120, Giebe Road
From Route	** Columbia Pike
To Route	** Columbia Pike

Work Description
 Work as described in the Memorandum of Agreement between Arlington County and Commonwealth of Virginia dated on/about October 1, 2010; and as specified in Memorandum of Agreement Attachments C-1 and C-1b. See attached sketch.

Fee Description	New Fee	Existing Fee	Total
*** Fees Waived			\$0.00
Totals			

Applicant has complied with Section Code 56-265.15 affidavit is attached. YES Not Applicable

TERMS: Applicable as stated within the Land Use Permit Manual (current edition) and/or as per approved plan(s) and/or regulatory instructions and/or agreements attached hereto. **THIS PERMIT IS NOT VALID WITHOUT THE FOLLOWING ATTACHMENTS:**

See agreement in attachment C-1/C-1b

COMMONWEALTH TRANSPORTATION BOARD
 Greg A. Whirley, Commissioner

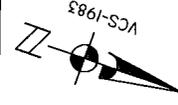
Not an Active Permit

Dorothy Purvis

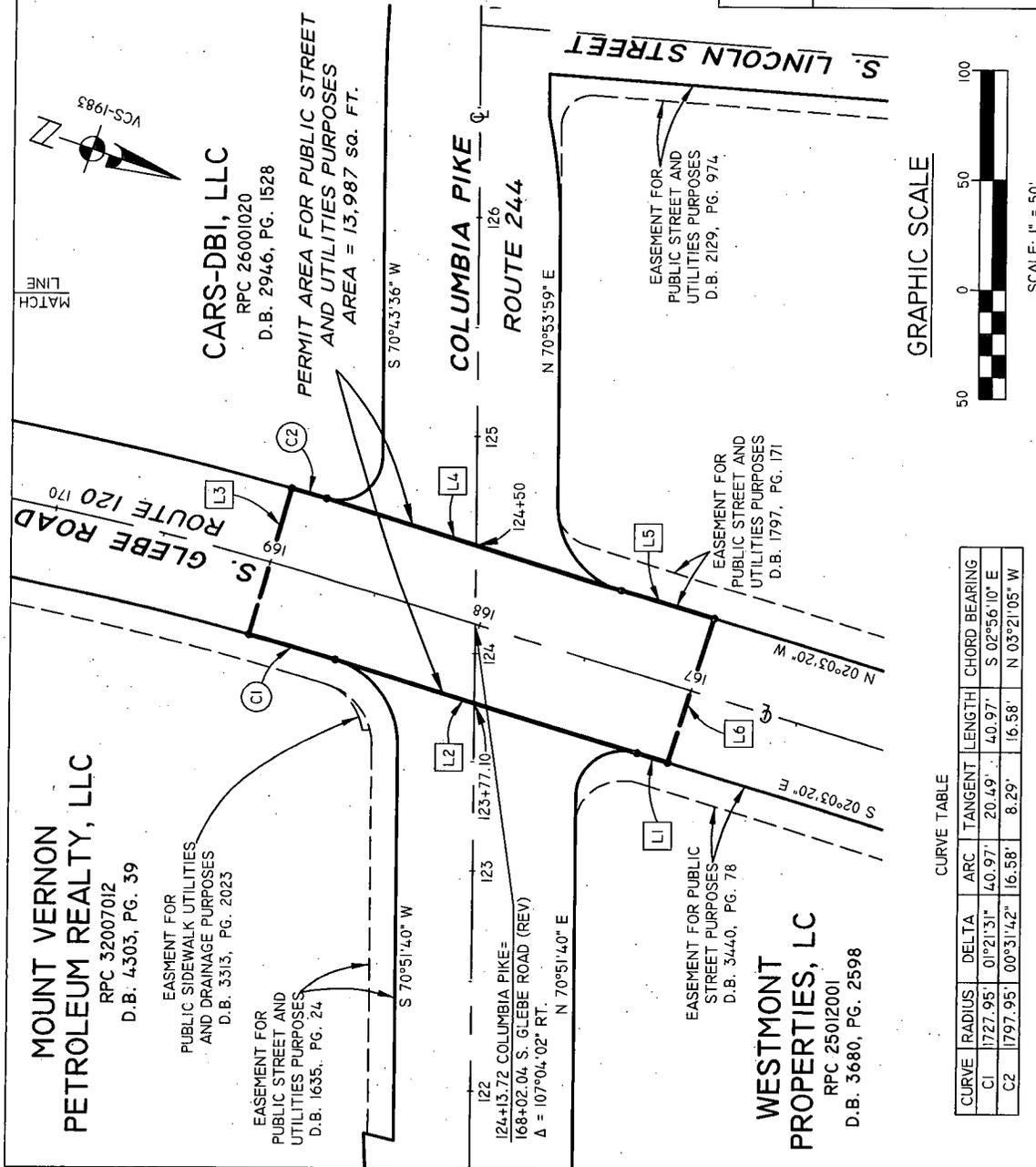
- C** Call before you dig
- A** Allow the required time for marking
- R** Respect and protect the marks/flags
- E** Excavate carefully



Final Inspection Requirements: Upon completion of the work described under this permit, the permittee shall contact the following office in writing to request inspection.
 Mark Kaldmaa 703-383-2652
 14685 Avion Parkway
 Chantilly, VA 20151-1104



MATCH LINE



**MOUNT VERNON
PETROLEUM REALTY, LLC**
RPC 32007012
D.B. 4303, PG. 39

EASEMENT FOR
PUBLIC SIDEWALK UTILITIES
AND DRAINAGE PURPOSES
D.B. 3313, PG. 2023

EASEMENT FOR
PUBLIC STREET AND
UTILITIES PURPOSES
D.B. 1635, PG. 24

CARS-DBI, LLC
RPC 26001020
D.B. 2946, PG. 1528

PERMIT AREA FOR PUBLIC STREET
AND UTILITIES PURPOSES
AREA = 13,987 sq. FT.

**WESTMONT
PROPERTIES, LC**
RPC 25012001
D.B. 3680, PG. 2598

EASEMENT FOR PUBLIC
STREET PURPOSES
D.B. 3440, PG. 78

EASEMENT FOR
PUBLIC STREET AND
UTILITIES PURPOSES
D.B. 1797, PG. 171

EASEMENT FOR
PUBLIC STREET AND
UTILITIES PURPOSES
D.B. 2129, PG. 974

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°03'20" E	14.48'
L2	S 02°03'35" E	143.60'
L3	S 86°23'04" W	70.00'
L4	N 02°10'28" W	140.48'
L5	N 02°03'20" W	43.89'
L6	N 87°56'40" E	70.00'

NOTE:

1) THE LIMITS OF THE PERMIT AREA SHOWN HEREON ALONG S. GLEBE ROAD SHALL BE AT STATION 167+00 ON THE NORTHERN SIDE OF THE INTERSECTION WITH COLUMBIA PIKE, AND AT STATION 169+00 ON THE SOUTHERN SIDE OF THE INTERSECTION.



ARLINGTON, VIRGINIA
DEPARTMENT OF ENVIRONMENTAL SERVICES
ENGINEERING & CAPITAL PROJECTS DIVISION

ATTACHMENT C1.b.
PLAT SHOWING

PERMIT AREA FOR PUBLIC STREET
AND UTILITIES PURPOSES
AT THE INTERSECTION OF

**COLUMBIA PIKE
AND
S. GLEBE ROAD**

ARLINGTON COUNTY, VIRGINIA

GRAPHIC SCALE



SCALE: 1" = 50'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	LENGTH	CHORD	BEARING
C1	1727.95'	01°21'31"	140.97'	20.49'	40.97'	40.97'	S 02°56'10" E
C2	1797.95'	00°31'42"	16.58'	8.29'	16.58'	16.58'	N 03°21'05" W

MATCH LINE

SCALE: 1" = 50' DRAWN BY: DWR | CHECKED BY: RLF | DATE: MAY 24, 2010
CADD FILE: Q:\DATA\1010\SURVEY\DRAWINGS\GLEBE-ESMT-REV.DWG

Attachment C2 (Land Use Permit Language for Washington Boulevard/Columbia Pike Interchange)

1. The Washington Boulevard/Columbia Pike interchange is a grade separated interchange. The DEPARTMENT retained the Right of Way through the interchange area and maintains certain facilities within the Permit Area (as hereafter defined) of such interchange as outlined in Attachment D (Description of What the DEPARTMENT Will Maintain in Interchange/Intersection Areas).

2. On the Transfer Date, the DEPARTMENT will issue to the COUNTY a no cost VDOT Land Use Permit in the form attached hereto as Attachment C2.a. (the "Permit"). Such Permit shall include a reference to this Memorandum of Agreement and the provisions in this Attachment C2, and shall be valid and effective on the Transfer Date. The Permit will grant to the COUNTY, the right to construct, operate and maintain facilities for all modes of transportation and for utilities, along Columbia Pike, over, under, upon and through the DEPARTMENT'S Washington Blvd (Route 27) interchange right of way within the spatial area ("Permit Area") depicted on the plat attached hereto as Attachment C2.b. The Permit will include, without limitation, construction, maintenance, repair, reconstruction, replacement, relocation, redesign, reconfiguration, and/or removal of public street and utility facilities used for, or related to, all modes of transportation (collectively the "Work"). The Work may include, without limitation, drainage, water, sewer, curbs, gutters, sidewalks, fire hydrants, street lights, traffic control equipment, utility poles, street signs, and bus and other transportation shelters, benches, and landscaping.

3. All design must be consistent with, and conform to, applicable provisions of the Policy on Geometric Design of Highways and Streets, 2004 Fifth Edition American Association of State Highway and Transportation Officials or any subsequent approved edition or update of such Policy. Utility installations within the Permit Area must also conform to the installation requirements outlined in the VDOT Land Use Permit Manual.

4. Any Work within the Permit Area that will not obstruct or impede traffic flow on the Washington Blvd interchange or any of the interchange ramps or involve permanent Work on the bridge structures is authorized to be performed by the COUNTY pursuant to the Permit without additional approvals from the DEPARTMENT. Nevertheless, not later than seventy-two (72) hours before commencement of such proposed Work, the COUNTY will provide to the DEPARTMENT designated contact, a general description of the Work to be performed, the anticipated Work schedule, and the COUNTY contact for the proposed Work. If the COUNTY does not provide the requested notification, the DEPARTMENT reserves the right to require individual written requests before future work begins.

5. Any Work within the Permit Area that will obstruct or impede traffic flow on the Washington Blvd interchange or any of the interchange ramps will require the following concurrence process with the DEPARTMENT: The COUNTY will first notify the NOVA District Permits Office of the proposed Work, referencing the Permit. The COUNTY will provide a "maintenance of traffic control plan" sealed by a licensed professional engineer and a general description of the Work that will or may impact traffic. The DEPARTMENT will approve or disapprove the COUNTY request within thirty (30) days of receipt thereof. A request to perform work within the DEPARTMENT'S right of way that requires a design exception or design waiver will be approved within 60 days, or an explanation given why the design waiver/exception cannot be approved.

6. In the event of the need for unplanned emergency work necessary for public safety, the COUNTY shall contact the NOVA Traffic Operations Center or, during normal business hours, the NOVA District Permits Office immediately. Notwithstanding any provision herein to the contrary, after such notification, the COUNTY may begin the emergency Work. If the COUNTY does not provide such

notification, then the DEPARTMENT may require a written request from the COUNTY before any future Emergency Work begins.

7. The Permit will entitle the COUNTY, to construct, operate and maintain a streetcar system along Columbia Pike through the Washington Blvd interchange area within the Permit Area. The COUNTY is responsible for the installation and maintenance costs of all traffic control devices necessary to control traffic for the streetcar system. The DEPARTMENT will review and approve all traffic control devices and operational appurtenances that are installed as part of streetcar system that directly obstruct or impede traffic flow on the Washington Blvd interchange or its ramps to ensure there is not an unacceptable degradation on the level of service on the Washington Blvd interchange or its ramps. All related Work activities associated with the streetcar system will be governed by paragraphs 4 and 5 as applicable.
8. The streetcar system as well as any other transportation improvement project along the Columbia Pike corridor is considered by the DEPARTMENT and the COUNTY to be a DEPARTMENT sanctioned project for the purposes of utility relocation and Section 33.1-75.3. The DEPARTMENT agrees to provide to the COUNTY the benefit of any provision of recorded utility or other easements, or agreements, as applicable. The DEPARTMENT will provide assistance to the COUNTY if requested subject to available staffing and reimbursement.
9. The DEPARTMENT shall not arbitrarily interfere with the COUNTY'S rights under the Permit and shall include the COUNTY in any discussions regarding plans for significant improvements or modifications in the Permit Area that may obstruct, impede or interrupt any mass transportation service provided by the County through the Permit Area. The DEPARTMENT shall also provide the COUNTY with at least thirty (30) calendar days prior written notice before Work on such improvements or modifications is to begin.
10. The DEPARTMENT agrees the Permit will not be revoked unless there is a breach of the Memorandum of Agreement or the terms of the Permit and the

COUNTY has received written notification thereof with a specific description of the breach, and the County fails to cure a breach consistent with this paragraph. Upon receipt of a notice of breach, the COUNTY will begin to cure such breach and diligently pursue the cure. If, within sixty (60) days after receipt of the written notice of breach, the COUNTY has neither cured the breach, nor is diligently pursuing cure of the breach, then upon receipt by the COUNTY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the COUNTY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under the Permit. Revocation will not be the exclusive remedy available to the DEPARTMENT to correct any such breach by the COUNTY.

Commonwealth of Virginia
Department of Transportation
Land Use Permit



Permit No.	947-100587
Revision No.	5
Status	Pending

This permit only grants permission to use whatever rights the Commonwealth Transportation Board and the Department of Transportation have in the right of way and no more, and it is the obligation of the permittee to secure any other releases or permission that may be needed in order to perform the work.

Application No.	Payment Method 0	Total Payment Amount
Effective Date	Expiration Date	
Reinstatement Date	Revision Date	September 17, 2010

Permittee Information:	Your Job #	Surety & Account Receivable Information:
Owner 548001123-947D-0, Arlington County Dept. of Public Works Address Arlington County Government Environmental Services 2100 Clarendon Blvd., Ste. 900 Arlington, VA 22201 Contact Dennis Leach Phone # (703)228-0588 Fax # (703)228-4192 24 Hr. # (571)238-6044	Agent	Name * Surety Type Resolution Surety Acct. AVA000015 Amount 1,000.00 Obligation Amt. 1,000.00 Surety Holder Owner Acct. Recv. #

AUTHORIZATION: In compliance with your application, permission is hereby given insofar as the Commonwealth Transportation Board has the right, power, and authority under sections 33.1 - 12(3); 33.1 - 197; 33.1 - 198 of the Code of Virginia as amended, to grant by Special Agreement and/or by Land Use Permit for you to perform the work and or activity(s) described below:

Location	
Map #	0
County/City/Town	Arlington
Highway Route(s)	27, Washington Blvd
From Route	** Columbia Pike
To Route	** Columbia Pike

Work Description
 Work as described in the Memorandum of Agreement between Arlington County and Commonwealth of Virginia dated on/about October 1, 2010; and as specified in Memorandum of Agreement Attachments C-2 and C-2b. See attached sketch.

Fee Description	New Fee	Existing Fee	Total
*** Fees Waived			\$0.00
Totals			

Applicant has compiled with Section Code 56-265.15 affidavit is attached. YES Not Applicable

TERMS: Applicable as stated within the Land Use Permit Manual (current edition) and/or as per approved plan(s) and/or regulatory instructions and/or agreements attached hereto. **THIS PERMIT IS NOT VALID WITHOUT THE FOLLOWING ATTACHMENTS:**

See agreement in attachment C-2/C-2b

COMMONWEALTH TRANSPORTATION BOARD
 Greg A. Whirley, Commissioner

Not an Active Permit

Dorothy Purvis

- Call before you dig
- Allow the required time for marking
- Respect and protect the marks/flags
- Excavate carefully

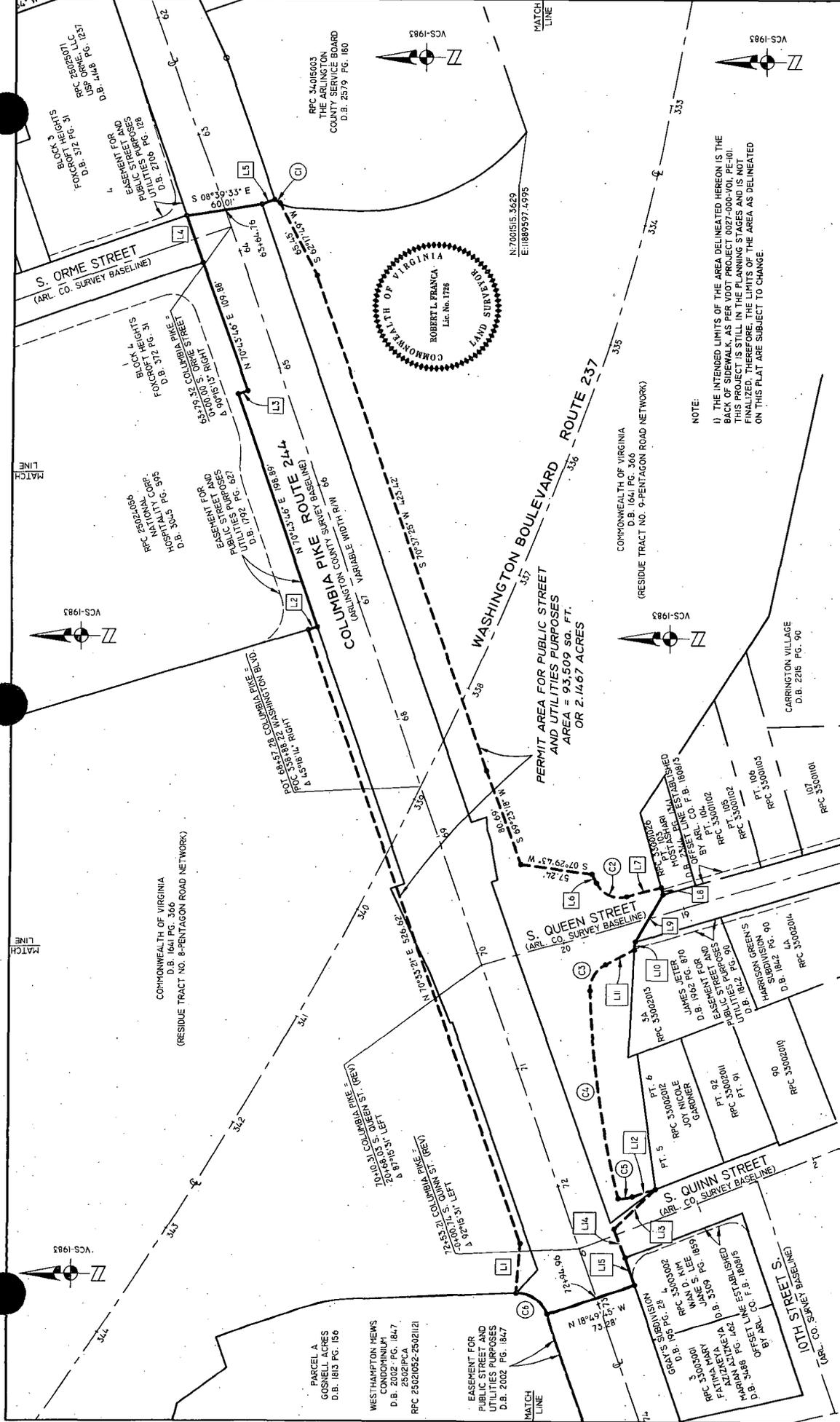


Call Miss Utility
811

Final Inspection Requirements: Upon completion of the work described under this permit, the permittee shall contact the following office in writing to request inspection.

Mark Kaldmaa 703-383-2652
 14685 Avion Parkway
 Chantilly, VA 20151-1104

Permit No.: 947-100587, Revision No.: 5



ARLINGTON, VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL SERVICES
 ENGINEERING & CAPITAL PROJECTS DIVISION

ATTACHMENT C2.B.
 PLAT SHOWING

PERMIT AREA FOR PUBLIC STREET AND UTILITIES PURPOSES AT THE INTERSECTION OF COLUMBIA PIKE AND WASHINGTON BLVD.

ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50' DRAWN BY: DMR CHECKED BY: BLE DATE: MAY 24, 2010
 CADD FILE: \\G:\DATA\AUDIOSURVEY\DRAWINGS\COLUMBIAPIKE-ESRPT2.DWG

NOTE:

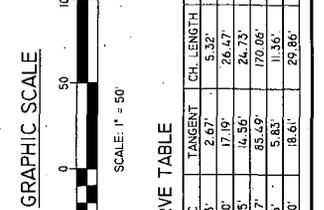
1) THE INTENDED LIMITS OF THE AREA DELINEATED HEREON IS THE BACK OF SIDEWALK AS PER VDOT PROJECT 0827-000-101 PER 101. THIS PROJECT IS STILL IN THE PLANNING STAGES AND IS NOT FINALIZED. THEREFORE, THE LIMITS OF THE AREA AS DELINEATED ON THIS PLAT ARE SUBJECT TO CHANGE.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 85°30'32" E	40.03'
L2	S 16°46'28" E	7.82'
L3	S 17°20'23" E	8.07'
L4	N 71°02'06" E	40.00'
L5	S 19°13'44" E	10.95'
L6	S 63°49'55" W	7.97'
L7	S 15°27'25" E	28.53'
L8	S 74°03'07" W	5.81'
L9	N 59°45'10" W	44.23'
L10	N 87°02'56" W	7.56'
L11	N 28°10'52" W	26.04'
L12	S 19°28'04" E	19.49'
L13	N 44°53'18" W	45.88'
L14	S 69°37'00" W	24.94'
L15	S 71°10'15" W	23.15'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	TANGENT	CH. LENGTH	CHORD BEARING
C1	32.00'	09°32'43"	5.33'	2.67'	S 31°54'12" W
C2	20.74'	79°17'20"	17.19'	26.47'	S 24°11'15" W
C3	23.42'	63°44'53"	26.05'	44.56'	N 60°03'18" W
C4	822.00'	11°52'31"	85.49'	170.06'	S 82°00'00" W
C5	25.42'	25°49'36"	11.46'	5.83'	S 05°24'00" E
C6	25.00'	73°20'00"	32.00'	18.61'	N 34°28'38" E



PERMIT AREA FOR PUBLIC STREET AND UTILITIES PURPOSES
 AREA = 93,509 SQ. FT.
 OR 2.1467 ACRES

Attachment C3 (Land Use Permit Language for Portion of S. Joyce Street Under Interstate 395)

- 1) A segment of S. Joyce Street passes under Interstate 395. The DEPARTMENT retained the Right of Way through the interchange area and maintains certain facilities within the Permit Area (as hereafter defined) of such underpass as outlined in Attachment D (Description of What the DEPARTMENT Will Maintain in Interchange/Intersection Areas).

- 2) On the Transfer Date, the DEPARTMENT will issue to the COUNTY a no cost VDOT Land Use Permit in the form attached hereto as Attachment C3.a. (the "Permit"). Such Permit shall include a reference to this Memorandum of Agreement and the provisions in this Attachment C3, and shall be valid and effective on the Transfer Date. The Permit will grant to the COUNTY, the right to construct, operate and maintain facilities for all modes of transportation and for utilities, along Columbia Pike, over, under, upon and through the DEPARTMENT'S S. Joyce Street right of way within the spatial area ("Permit Area") under the Interstate 395 overpass/bridge depicted on the plat attached hereto as Attachment C3.b. The Permit will include, without limitation, construction, maintenance, repair, reconstruction, replacement, relocation, redesign, reconfiguration, and/or removal of public street and utility facilities used for, or related to, all modes of transportation (collectively the "Work"). The Work may include, without limitation, drainage, water, sewer, curbs, gutters, sidewalks, fire hydrants, street lights, traffic control equipment, utility poles, street signs, parking meters, and bus and other transportation shelters, benches, and landscaping.

- 3) Any modifications to DEPARTMENT owned and maintained facilities, which modifications are performed by, or on behalf of, the COUNTY, must be consistent with, and conform to, applicable provisions of the Policy on Geometric Design of Highways and Streets, 2004 Fifth Edition American Association of State Highway and Transportation Officials or any subsequent approved edition

or update of such Policy. Utility installations within the Permit Area must also conform to the installation requirements outlined in the VDOT Land Use Permit Manual.

- 4) Any Work within the Permit Area, that will not affect the Department-owned and maintained, grade-separated Interstate 395 facilities, including the bridge structures, piers, associated retaining walls, embankments and pier protection (guard rails) is authorized to be performed by the COUNTY pursuant to the Permit without additional approvals from the DEPARTMENT. Nevertheless, not later than seventy-two (72) hours before commencement of such proposed Work, the COUNTY will provide to the DEPARTMENT designated contact, a general description of the Work to be performed, the anticipated Work schedule, and the COUNTY contact for the proposed Work. If the COUNTY does not provide the requested notification, the DEPARTMENT reserves the right to require individual written requests before future work begins.

- 5) Any Work within the Permit Area which will have a direct or indirect impact on the Department-owned and maintained, grade-separated Interstate 395 facilities, including the bridge structures, piers, associated retaining walls, embankments and pier protection (guard rails) will require the following concurrence process with the DEPARTMENT: The COUNTY will first notify the NOVA District Permits Office of the proposed Work, referencing the Permit. The COUNTY will provide a "maintenance of traffic control plan", sealed by a licensed professional engineer, and a general description of Work that may affect the above-referenced facilities. The DEPARTMENT will approve or disapprove the COUNTY request within thirty (30) days of receipt thereof. A request to perform work within the DEPARTMENT'S right of way that requires a design exception or design waiver will be approved within 60 days, or an explanation given why the design waiver/exception cannot be approved.

- 6) In the event of the need for unplanned emergency work necessary for public safety, the COUNTY shall contact the NOVA Traffic Operations Center or, during normal business hours, the NOVA District Permits Office immediately. Notwithstanding any provision herein to the contrary, after such notification, the COUNTY may begin the emergency Work. If the COUNTY does not provide such notification, then the DEPARTMENT may require a written request from the COUNTY before any future Emergency Work begins.
- 7) The Permit will entitle the COUNTY, to construct, operate and maintain a streetcar system along S. Joyce Street within the Permit Area. The COUNTY is responsible for the installation and maintenance costs of all traffic control devices necessary to control traffic for the streetcar system. All related Work, construction and maintenance activities associated with the streetcar system will be governed by paragraphs 4 and 5 as applicable.
- 8) The streetcar system as well as any other transportation improvement project the COUNTY pursues is considered by the DEPARTMENT and the COUNTY to be a DEPARTMENT sanctioned project for the purposes of utility relocation and Section 33.1-75.3. The DEPARTMENT agrees to provide to the COUNTY the benefit of any provision of recorded utility or other easements, or agreements, as applicable. The DEPARTMENT will provide assistance to the COUNTY if requested subject to available staffing and reimbursement.
- 9) The DEPARTMENT shall not arbitrarily interfere with the COUNTY'S rights under the Permit and shall include the COUNTY in any discussions regarding significant plans for improvements or modifications in the Permit Area that may obstruct, impede or interrupt any mass transportation service provided by the County through the Permit Area. The DEPARTMENT shall also provide the COUNTY with at least thirty (30) calendar days prior written notice before Work on such improvements or modifications is to begin.
- 10) The DEPARTMENT agrees the Permit will not be revoked unless there is a breach of the Memorandum of Agreement or terms of the Permit and the

COUNTY has received written notification thereof with a specific description of the breach, and the County fails to cure a breach consistent with this paragraph. Upon receipt of a notice of breach, the COUNTY will begin to cure such breach and diligently pursue the cure. If, within sixty (60) days after receipt of the written notice of breach, the COUNTY has neither cured the breach, nor is diligently pursuing cure of the breach, then upon receipt by the COUNTY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the COUNTY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under the Permit. Revocation will not be the exclusive remedy available to the DEPARTMENT to correct any such breach by the COUNTY.

Commonwealth of Virginia
Department of Transportation
Land Use Permit



Permit No.	947-100588
Revision No.	8
Status	Pending

This permit only grants permission to use whatever rights the Commonwealth Transportation Board and the Department of Transportation have in the right of way and no more, and it is the obligation of the permittee to secure any other releases or permission that may be needed in order to perform the work.

Application No.	Payment Method 0	Total Payment Amount
Effective Date	Expiration Date	
Reinstatement Date	Revision Date	September 17, 2010

Permittee Information:	Your Job #	Surety & Account Receivable Information:
Owner 546001123-947D-0, Arlington County Dept. of Public Works Address Arlington County Government Environmental Services 2100 Clarendon Blvd., Ste. 900 Arlington, VA 22201 Contact Dennis Leach Phone # (703)228-0588 Fax # (703)228-4192 24 Hr. # (571)238-6044	Agent	Name * Surety Type Resolution Surety Acct. AVA000015 Amount 1,000.00 Obligation Amt. 1,000.00 Surety Holder Owner Acct. Recv. #

AUTHORIZATION: In compliance with your application, permission is hereby given insofar as the Commonwealth Transportation Board has the right, power, and authority under sections 33.1 - 12(3); 33.1 - 197; 33.1 - 198 of the Code of Virginia as amended, to grant by Special Agreement and/or by Land Use Permit for you to perform the work and or activity(s) described below:

Location
Map # 0 County/City/Town Arlington Highway Route(s) I-395 From Route **, South Joyce Street To Route **, South Joyce Street

Work Description
 Work as described in the Memorandum of Agreement between Arlington County and Commonwealth of Virginia dated on/about October 1, 2010; and as specified in Memorandum of Agreement Attachments C-3 and C-3b. See attached sketch

Fee Description	New Fee	Existing Fee	Total
*** Fees Waived			\$0.00
Totals			

Applicant has complied with Section Code 56-265.15 affidavit is attached. YES Not Applicable

TERMS: Applicable as stated within the Land Use Permit Manual (current edition) and/or as per approved plan(s) and/or regulatory instructions and/or agreements attached hereto. **THIS PERMIT IS NOT VALID WITHOUT THE FOLLOWING ATTACHMENTS:**

See agreement in attachment C-3/C-3b

COMMONWEALTH TRANSPORTATION BOARD
 Greg A. Whirley, Commissioner

Not an Active Permit

Dorothy Purvis

- Call before you dig
- Allow the required time for marking
- Respect and protect the marks/flags
- Excavate carefully



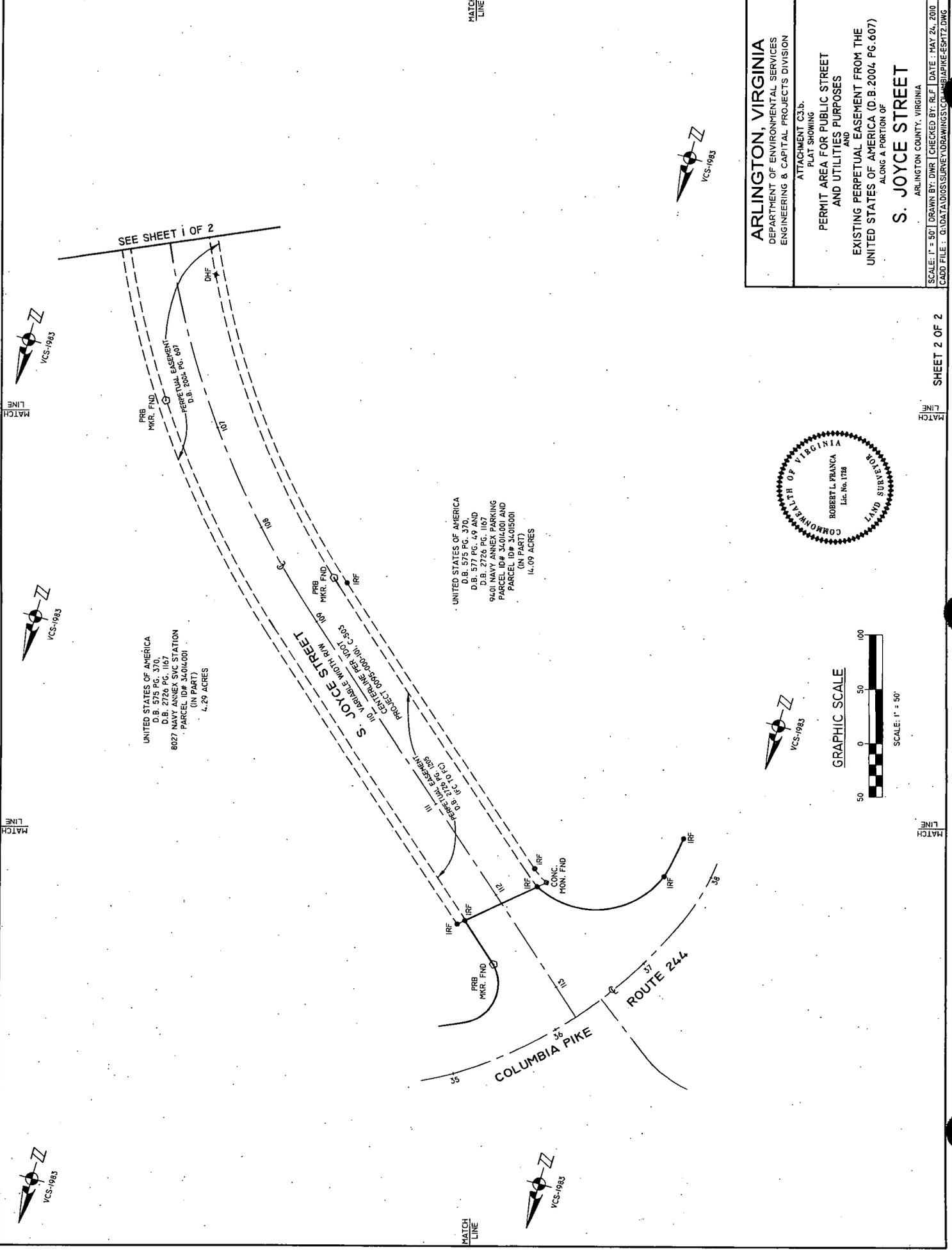
Final Inspection Requirements: Upon completion of the work described under this permit, the permittee shall contact the following office in writing to request inspection.

Mark Kaldmaa 703-383-2652
 14685 Avion Parkway
 Chantilly, VA 20151-1104

Permit No.: 947-100588, Revision No.: 8

VDOT's Web Site: www.vdot.virginia.gov

Permittee Copy



ARLINGTON, VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL SERVICES
 ENGINEERING & CAPITAL PROJECTS DIVISION

ATTACHMENT C3.b.
 PLAT SHOWING
 PERMIT AREA FOR PUBLIC STREET
 AND UTILITIES PURPOSES
 AND
 AN
 EXISTING PERPETUAL EASEMENT FROM THE
 UNITED STATES OF AMERICA (D.B. 2004 PG. 607)
 ALONG A PORTION OF
S. JOYCE STREET
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50' | DRAWN BY: DWR | CHECKED BY: RLF | DATE: MAY 24, 2010
 CADD FILE: G:\DATA\DIOS\SURVEY\DRAWINGS\COLUMBIAPIKE-ESMTZ.DWG



Attachment C4 (Land Use Permit Language for Portion of Army Navy Drive owned by the Department)

- 1) The Department previously acquired right of way associated with an I-395 project along Army Navy Drive. Portions of the Department owned right of way will be transferred to the COUNTY with the Columbia Pike transfer but the DEPARTMENT will retain portions of the Army Navy Drive right-of way until access and easement needs on the future HOT lanes project are clarified. The COUNTY maintains all facilities located within the portion of Army Navy Drive shown on Attachment C4.b.
- 2) On the Transfer Date, the DEPARTMENT will issue to the COUNTY a no cost VDOT Land Use Permit in the form attached hereto as Attachment C4.a. (the "Permit"). Such Permit shall include a reference to this Memorandum of Agreement and the provisions in this Attachment C4, and shall be valid and effective on the Transfer Date. The Permit will grant to the COUNTY, the right to construct, operate and maintain facilities for all modes of transportation and for utilities, within VDOT's right of way on Army Navy Drive as depicted on the plat attached hereto as Attachment C4.b. The Permit will include, without limitation, construction, maintenance, repair, reconstruction, replacement, relocation, redesign, reconfiguration, and/or removal of public street and utility facilities used for, or related to, all modes of transportation (collectively the "Work"). The Work may include, without limitation, drainage, water, sewer, curbs, gutters, sidewalks, fire hydrants, street lights, traffic control equipment, utility poles, street signs, parking meters, and bus and other transportation shelters, benches, and landscaping.
- 3) Any modifications to DEPARTMENT owned and maintained facilities, which modifications are performed by, or on behalf of, the COUNTY, must be consistent with, and conform to, applicable provisions of the Policy on Geometric Design of Highways and Streets, 2004 Fifth Edition American Association of

State Highway and Transportation Officials or any subsequent approved edition or update of such Policy. Utility installations within the Permit Area must also conform to the installation requirements outlined in the VDOT Land Use Permit Manual.

- 4) Any Work within the Permit Area that will not obstruct or impede traffic flow on the Department-owned and maintained Interstate 395 facilities or ramps is authorized to be performed by the COUNTY pursuant to the Permit without additional approvals from the DEPARTMENT.
- 5) Any Work within the Permit Area which will obstruct or impede traffic flow on the Department-owned and maintained, grade-separated Interstate 395 facilities or ramps, will require the following concurrence process with the DEPARTMENT: The COUNTY will first notify the NOVA District Permits Office of the proposed Work, referencing the Permit. The COUNTY will provide a "maintenance of traffic control plan", sealed by a licensed professional engineer, and a general description of Work that may affect the above-referenced facilities. The DEPARTMENT will approve or disapprove the COUNTY request within thirty (30) days of receipt thereof. A request to perform work within the DEPARTMENT'S right of way that requires a design exception or design waiver will be approved within 60 days, or an explanation given why the design waiver/exception cannot be approved.
- 6) In the event of the need for unplanned emergency work necessary for public safety, the COUNTY shall contact the NOVA Traffic Operations Center or, during normal business hours, the NOVA District Permits Office immediately. Notwithstanding any provision herein to the contrary, after such notification, the COUNTY may begin the emergency Work. If the COUNTY does not provide such notification, then the DEPARTMENT may require a written request from the COUNTY before any future Emergency Work begins.

- 7) The Permit will entitle the COUNTY, to construct, operate and maintain a streetcar system along Army Navy Drive within the Permit Area. The COUNTY is responsible for the installation and maintenance costs of all traffic control devices necessary to control traffic for the streetcar system. All related Work activities associated with the streetcar system will be governed by paragraphs 4 and 5 as applicable.
- 8) The streetcar system as well as any other transportation improvement project the COUNTY pursues is considered by the DEPARTMENT and the COUNTY to be a DEPARTMENT sanctioned project for the purposes of utility relocation and Section 33.1-75.3. The DEPARTMENT agrees to provide to the COUNTY the benefit of any provision of recorded utility or other easements, or agreements, as applicable. The DEPARTMENT will provide assistance to the COUNTY if requested subject to available staffing and reimbursement.
- 9) The DEPARTMENT shall not arbitrarily interfere with the COUNTY'S rights under the Permit and shall include the COUNTY in any discussions regarding significant plans for improvements or modifications in the Permit Area that may obstruct, impede or interrupt any mass transportation service provided by the County through the Permit Area. The DEPARTMENT shall also provide the COUNTY with at least thirty (30) calendar days prior written notice before Work on such improvements or modifications is to begin.
- 10) The DEPARTMENT agrees the Permit will not be revoked unless there is a breach of the Memorandum of Agreement or terms of the Permit and the COUNTY has received written notification thereof with a specific description of the breach, and the County fails to cure a breach consistent with this paragraph. Upon receipt of a notice of breach, the COUNTY will begin to cure such breach and diligently pursue the cure. If, within sixty (60) days after receipt of the written notice of breach, the COUNTY has neither cured the breach, nor is diligently pursuing cure of the breach, then upon receipt by the COUNTY of a written notice from the DEPARTMENT stating that the breach has neither been cured,

nor is the COUNTY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under the Permit. Revocation will not be the exclusive remedy available to the DEPARTMENT to correct any such breach by the COUNTY.

Commonwealth of Virginia
Department of Transportation
Land Use Permit



Permit No.	947-100591
Revision No.	2
Status	Pending

This permit only grants permission to use whatever rights the Commonwealth Transportation Board and the Department of Transportation have in the right of way and no more, and it is the obligation of the permittee to secure any other releases or permission that may be needed in order to perform the work.

Application No.	Payment Method 0	Total Payment Amount
Effective Date	Expiration Date	
Reinstatement Date	Revision Date	September 17, 2010

Permittee Information:	Your Job #	Surety & Account Receivable Information:
Owner 546001123-947D-0, Arlington County Dept. of Public Works Address Arlington County Government Environmental Services 2100 Clarendon Blvd., Ste. 900 Arlington, VA 22201 Contact Dennis Leach Phone # (703)228-0588 Fax # (703)228-4192 24 Hr. # (571)238-6044	Agent	Name * Surety Type Resolution Surety Acct. AVA000015 Amount 1,000.00 Obligation Amt. 1,000.00 Surety Holder Owner Acct. Recv. #

AUTHORIZATION: In compliance with your application, permission is hereby given insofar as the Commonwealth Transportation Board has the right, power, and authority under sections 33.1 - 12(3); 33.1 - 197; 33.1 - 198 of the Code of Virginia as amended, to grant by Special Agreement and/or by Land Use Permit for you to perform the work and or activity(s) described below:

Location
Map # 0 County/City/Town Arlington Highway Route(s) 00, Army Navy Drive From Route **, S. Hayes Street To Route **, Eads Street

Work Description
 Work as described in the Memorandum of Agreement between Arlington County and Commonwealth of Virginia dated on/about October 1, 2010; and as specified in Memorandum of Agreement Attachments C-4 and C-4b. See attached sketch.

Fee Description	New Fee	Existing Fee	Total
*** Fees Waived			\$0.00
Totals			

Applicant has compiled with Section Code 56-265.15 affidavit is attached. YES Not Applicable

TERMS: Applicable as stated within the Land Use Permit Manual (current edition) and/or as per approved plan(s) and/or regulatory instructions and/or agreements attached hereto. **THIS PERMIT IS NOT VALID WITHOUT THE FOLLOWING ATTACHMENTS:**

See agreement in attachment C-4/C-4b

COMMONWEALTH TRANSPORTATION BOARD
 Greg A. Whitley, Commissioner

Not an Active Permit

Dorothy Purvis

- C** Call before you dig
- A** Allow the required time for marking
- R** Respect and protect the marks/flags
- E** Excavate carefully



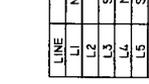
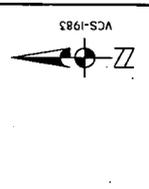
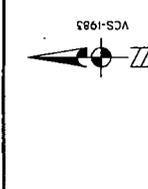
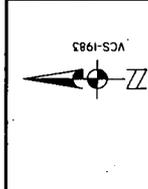
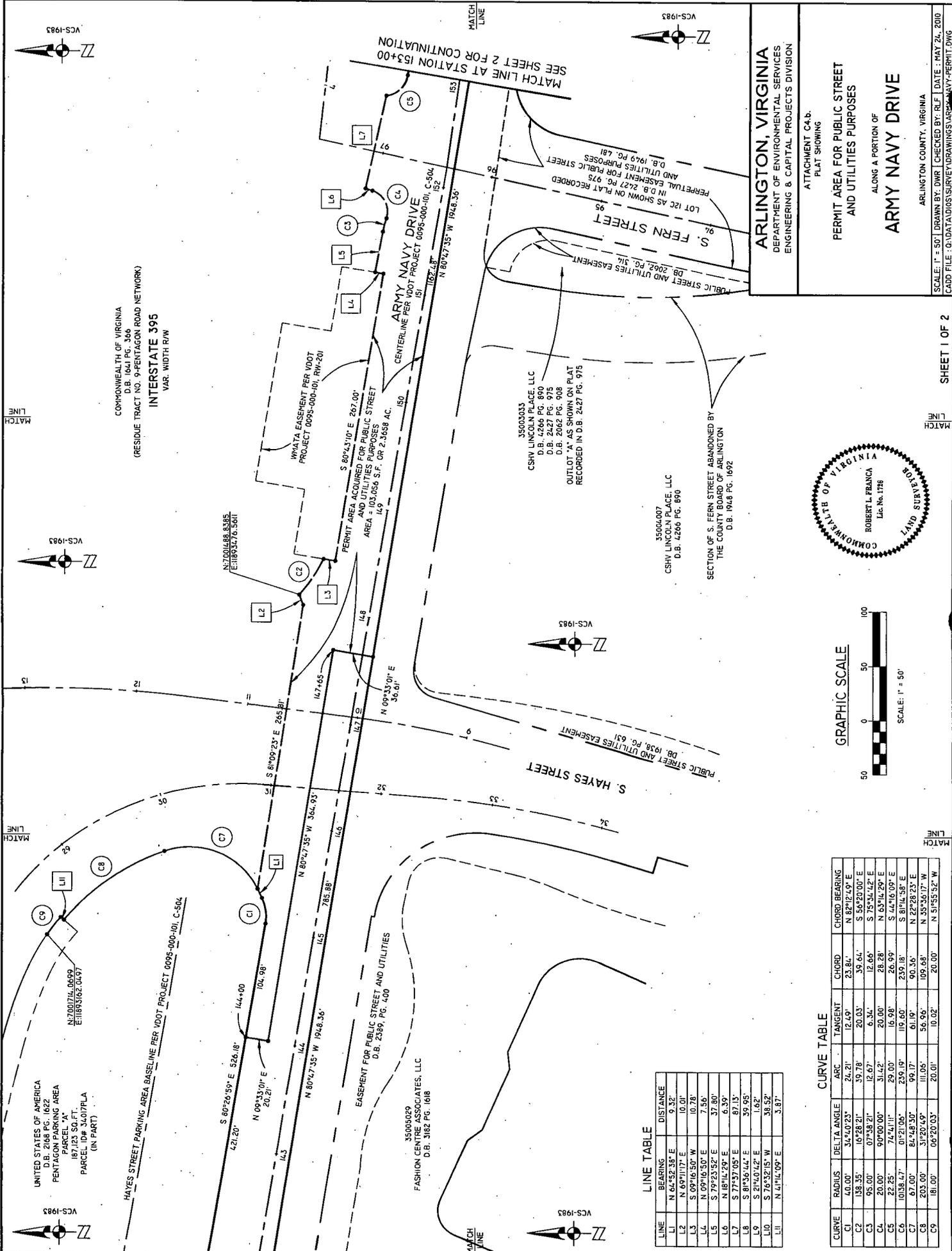
Final Inspection Requirements: Upon completion of the work described under this permit, the permittee shall contact the following office in writing to request inspection.

Mark Kaldmaa 703-383-2652
 14685 Avion Parkway
 Chantilly, VA 20151-1104

Permit No.: 947-100591, Revision No.: 2

VDOT's Web Site: www.vdot.virginia.gov

Permittee Copy



COMMONWEALTH OF VIRGINIA
 D.B. 1641 PG. 366
 (RESIDUE TRACT NO. 9-PENTAGON ROAD NETWORK)
INTERSTATE 395
 VAR. WIDTH R/W

UNITED STATES OF AMERICA
 D.B. 2168 PG. 1622
 PENTAGON PARKING AREA
 PARCEL "A"
 187,123 SQ. FT.
 PARCEL ID# 34017PLA
 (IN PART)

N73°01'48.83" E
 E118°53'76.56" I

N37°00'17.6" E
 E118°53'162.04" I

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 62°52'38" E	9.32'
L2	N 69°11'17" E	10.01'
L3	N 09°16'50" W	10.78'
L4	N 09°16'50" E	7.56'
L5	S 79°23'52" E	37.80'
L6	N 18°14'59" E	6.39'
L7	S 77°57'05" E	87.13'
L8	S 81°36'44" E	39.95'
L9	S 21°40'42" E	1.62'
L10	S 76°52'15" W	38.52'
L11	N 41°14'09" E	3.87'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC	TANGENT	CHORD	CHORD BEARING
C1	40.00'	34°40'23"	24.21'	12.49'	23.84'	N 82°12'49" E
C2	138.35'	16°28'21"	39.78'	20.03'	39.64'	S 56°20'00" E
C3	95.00'	07°38'21"	12.67'	6.34'	12.66'	S 75°34'42" E
C4	20.00'	90°00'00"	31.42'	20.00'	28.28'	N 63°14'29" E
C5	22.25'	74°41'11"	16.98'	10.98'	26.99'	S 44°16'00" E
C6	103.847'	0°21'06"	239.19'	119.40'	239.18'	S 81°14'58" E
C7	67.00'	84°48'30"	99.17'	61.19'	90.36'	N 22°28'23" E
C8	203.00'	31°20'49"	111.06'	56.96'	109.68'	N 55°36'17" W
C9	181.00'	06°22'03"	20.01'	10.02'	20.00'	N 51°55'52" W



ARLINGTON, VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL SERVICES
 ENGINEERING & CAPITAL PROJECTS DIVISION

ATTACHMENT C4.b.
 PLAT SHOWING

**PERMIT AREA FOR PUBLIC STREET
 AND UTILITIES PURPOSES**
 ALONG A PORTION OF
ARMY NAVY DRIVE

ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50'
 DRAWN BY: DWR
 CHECKED BY: RLJ
 DATE: MAY 24, 2010
 CADD FILE: G:\DATA\DOSSURVEY\DRAWINGS\ARL\ARMY-NAVY-PERMIT.DWG

SHEET 1 OF 2

MATCH

MATCH

Attachment E - List of Open ("Active") VDOT Land Use Permits on the Effective Date

Permit No.	Permittee	Route No.	Work Description	Permit Status	Received Date	Approval Date
90529	Arlington County Dept. of Public Works	244	Sanitary sewer line	Active	23-Aug-06	30-Aug-06
91438	Dominion Virginia Power	244	Utility work	Active	29-Nov-06	30-Jan-07
92102	West Columbia Pike LLC	244	Construction access for work site, sidewalks, curb and gutter, utility work, pavement reconstruction, and traffic signal modification	Active	20-Feb-07	19-Jun-07
99031	Metropolitan Network Services, Inc.	244	Utility installation	Active	29-Jul-09	25-Aug-09
99243	Arlington County Dept. of Public Works	244	Utility work	Active	24-Aug-09	25-Sep-09
99291	Penrose Square Associates LLC	244	Construct one commercial entrance.	Active	31-Aug-09	02-Sep-09
99347	Metropolitan Network Services, Inc.	244	Utility installation	Active	15-Sep-09	30-Sep-09
99792	Metropolitan Network Services, Inc.	244	Utility installation	Active	12-Nov-09	10-Dec-09
99801	Metropolitan Network Services, Inc.	244	Utility installation	Active	16-Nov-09	10-Dec-09
99952	Metropolitan Network Services, Inc.	244	Utility installation	Active	23-Dec-09	12-Jan-10
99953	Metropolitan Network Services, Inc.	244	Utility installation	Active	23-Dec-09	12-Jan-10
99954	Metropolitan Network Services, Inc.	244	Utility installation	Active	23-Dec-09	12-Jan-10
100039	Washington Gas Light	244	Utility installation	Active	25-Jan-10	24-Feb-10
100351	US Army Corps of Engineers	244	Construct fence	Active	25-Mar-10	3-Aug-10
100722	Penrose Square Associates	244	Mill, overlay and stripe 538'	Active	14-June-10	21-June-10
101018	Dominion Virginia Power	244	DVP to park, load/unload	Active	1-Jul-10	30-Jul-10
101812	Dominion Virginia Power	244	Utility work	Active	16-Jul-10	17-Aug-10
102313	Marine Corps Marathon	244	35 th Annual Marine Corps Marathon	Active	2-Aug-10	6-Aug-10
103091	Arlington County Dept. of Public Works	244	Storm sewer work	Active	1-Sept-10	2-Sept-10

Attachment F (Traffic Signals along Columbia Pike that will be Covered Under County/VDOT Signal Agreement)

After the Transfer Date all traffic signals along Columbia Pike from S. Jefferson Street to South Joyce Street, inclusive, will be owned, maintained and operated by the COUNTY without compensation, except those traffic signals located in intersection areas in which the DEPARTMENT has retained ownership, for which the DEPARTMENT will compensate the COUNTY as described below.

In areas of Columbia Pike intersections where the DEPARTMENT retains ownership, traffic signals will be managed under the provisions of the agreement entitled "Agreement for the Administration, Operation, and Maintenance of a County-wide Traffic Signal System in Arlington County, Virginia", dated March 16, 1977 ("Traffic Signal Agreement"). Under provisions of the Traffic Signal Agreement, the COUNTY is responsible for the maintenance and operation of the traffic signals and is compensated by the DEPARTMENT. The traffic signals currently in intersection areas where the DEPARTMENT will retain ownership and therefore are covered by this agreement are:

	RIGHT OF WAY	INTERSECTING STREET/ROAD	Owner	Ownership Post Transfer
1	Columbia Pike	Carlyn Springs Rd.	VDOT	Commonwealth/VDOT
2	Columbia Pike	S. Glebe Rd.	VDOT	Commonwealth/VDOT
3*	Columbia Pike	S. Quinn St.*	VDOT	Commonwealth/VDOT

During the planned Route 27/244 Interchange project, two new and one relocated (*from S. Quinn St. to S. Queen St.) traffic signal will be installed in intersection areas where the DEPARTMENT will retain ownership. These two new and one relocated traffic signals are:

	RIGHT OF WAY	INTERSECTING STREET/ROAD	Owner	Ownership Post Transfer
1	Columbia Pike	S. Queen St. *	VDOT	Commonwealth/VDOT
2	Columbia Pike	Ramps A and B	VDOT	Commonwealth/VDOT
3*	Columbia Pike	S. Orme St.	VDOT	Commonwealth/VDOT

Any future installation of traffic signals by the DEPARTMENT in areas which the DEPARTMENT controls the right of way will be subject to the provisions of the Traffic Signal Agreement unless otherwise agreed to by both parties.

**Attachment D
(Description of What the DEPARTMENT Will Maintain in Interchange/Intersection
Areas)**

To ensure consistency in maintenance responsibility, the DEPARTMENT has established standard practices regarding maintenance and inspection responsibility of interchanges and grade separated bridges at all intersections of the DEPARTMENT maintained roadways with the local streets in Arlington and Henrico Counties as well as intersections with urban streets in Cities and Towns that maintain their own road network. The following will govern the DEPARTMENT'S maintenance responsibility at the grade separated interchanges with Columbia Pike.

When the DEPARTMENT maintained grade separated facility passes over a COUNTY maintained street or road, the maintenance of the entire bridge and slopes back of the normal ditch or sidewalks, including ramp connections to the edge of the street pavement, shall be the responsibility of the DEPARTMENT. The street roadway underneath the grade separated facility and shoulder, ditch and sidewalk maintenance shall continue to be the responsibility of the COUNTY. All other features not described here will be maintained based on the R/W ownership unless otherwise agreed to by both Parties.

Overhead directional signs that provide direction to the DEPARTMENT maintained facilities will be maintained by the DEPARTMENT.

The DEPARTMENT shall continue to be responsible for any roadway related facilities within its right of way at at-grade intersections unless addressed by separate agreement or permit.