



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of February 12, 2011

DATE: January 31, 2011.

SUBJECT: Authorization to Accept a Deed of Easements for Public Sanitary Sewer Purposes on Portions of Properties Located at 1011 and 1021 Arlington Blvd (RPC #s 17041PCA; 17042PCA; & 17001012) for the Potomac Interceptor Project.

C. M. RECOMMENDATION:

1. Authorize the acceptance of the attached Deed of Easements for the acquisition of permanent easements for public sanitary sewer purposes, and a temporary easement and construction agreement on a portion of the properties located at 1011 and 1021 Arlington Blvd (RPC #s 17041PCA; 17042PCA; & 17001012); and
2. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, or his designee, to accept on behalf of the County Board, the Deed of Easements, subject to approval as to form by the County Attorney.

ISSUE: This is a request for the County Board's authorization to accept a Deed of Easements for permanent and temporary easements and construction agreement for the installation of a public sanitary sewer, junction structure, and related facilities. There are no issues associated with the authorization to accept the Deed.

SUMMARY: The subject Deed of Easements, attached to this report as Attachment 1, is an offer to grant and convey to the County two permanent easements and one temporary easement and construction agreement over three parcels. All three of the subject parcels are owned in fee simple by the same entity: Arland, L.L.C. Two of the parcels are subject to a ground lease by the River Place Owners Association. The County is purchasing these easements for a total cost of \$33,000 (\$18,000 to Arland, L.L.C., and \$15,000 to the River Place Owners Association). The County requires these easements for the installation of a sanitary sewer main, junction structure, and related public facilities as part of the Department of Environmental Services Potomac Interceptor Sanitary Sewer Project.

County Manager:

County Attorney:

12.

Staff: «Specialists», DES, Real Estate Bureau

BACKGROUND: The Department of Environmental Services is currently constructing a new sanitary sewer interceptor, beginning at Southgate Road near the Pentagon, and extending northward to the subject properties in Rosslyn. The Potomac Interceptor project is designed to increase the sanitary sewer capacity for the areas serviced.

DISCUSSION: Deeds conveying properties to the County Board must be accepted by, or on behalf of, the County Board in order to be valid. The subject properties are located in southern Rosslyn, at the northwest intersection of Arlington Boulevard and Jefferson Davis Highway. The locations of the subject properties, the permanent easements areas, and the temporary easement area, are all more particularly shown on the vicinity maps, attached to this report as Attachments 2 through 4. The easements to be conveyed by the Deed of Easements are required by the County for the construction and maintenance of a new high-volume sanitary sewer interceptor and junction structure as part of the Potomac Interceptor Project. All three properties are owned in fee simple by Arland, L.L.C. Two of the subject properties are leased to the River Place South and River Place East cooperatives. Those parcels are zoned RA 4.8. The third property, which is not subject to a ground lease, currently serves as a surface parking lot adjacent to the River Place properties, and is zoned C-O-2.5. All three properties are located in the Radnor/Fort Meyer Heights Civic Association.

The ground leases on the two River Place parcels will expire in 2052, and there is the potential for these parcels to be developed at that time. The underlying fee simple owner of these parcels requested that a termination provision be included in the Deed of Easements whereby the permanent easements being dedicated now can be terminated in the future if required for the redevelopment of the site. County staff agreed to such termination, provided that the County's interest in its sanitary sewer infrastructure is maintained. Therefore, the permanent easements granted to the County in this Deed of Easements will automatically terminate upon the completion of all of the following: 1) written approval by the County Manager or her designee of final engineering plans for the relocation of the sanitary sewer facilities installed by the County in these easements; 2) the completion of the physical relocation of sanitary sewer facilities by the property owner; 3) the County's written acceptance of the relocated sanitary sewer facilities; 4) the recordation of easements for sanitary sewer purposes in the location of the relocated sanitary sewer facilities; and 5) if requested by the property owner, the execution by the County Manager or her designee of a certificate confirming the termination of the easements granted in this Deed of Easements.

FISCAL IMPACT: The County is purchasing these easements for a total cost of \$33,000 (\$18,000 to Arland, L.L.C., and \$15,000 to the River Place Owners Association). Funds in this amount are available in the Potomac Interceptor Project (Account #519.43544.SA20.339.0000).

Prepared By
& Return to: Arlington County, Virginia
Real Estate Bureau
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

RPC #s 17042001 thru 17042464;
17041001 thru 17041388; &
17001012

This Deed is exempt from recordation tax under Va. Code §58.1-811A.3.

DEED OF EASEMENTS

This DEED OF EASEMENT ("Deed") is made this ____ day of _____, 2010, by and between **ARLAND, L.L.C.**, a Virginia limited liability company (the "Fee Owner"), Grantor; **RIVER PLACE SOUTH HOUSING CORPORATION**, a Virginia corporation, Grantor; **RIVER PLACE EAST HOUSING CORPORATION**, a Virginia corporation, Grantor; **RIVER PLACE OWNERS' ASSOCIATION**, a Virginia corporation (the "Owners' Association"), Grantor; and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (the "County" of "Grantee"), **GRANTEE.**

WITNESSETH

WHEREAS, the Fee Owner is the owner of the following certain parcels of real property; 1) Parcel I of Arlington Towers Projects I-IV, containing 3.9092 acres or 170,286 square feet of land, as more particularly described in Exhibit "A", RPC #s 17041001 thru 17041388, known as 1011 Arlington Boulevard, Arlington County, Virginia ("Parcel I", alternatively designated as "Project 1" on Exhibit D); 2) Parcel IV-A of Arlington Towers Projects I-IV, containing 104,325 square feet of land, as more particularly described in Exhibit "B", RPC #s 17042001 thru 17042464, known as 1021 Arlington Boulevard, Arlington County, Virginia ("Parcel IV-A", alternatively designated as "Project 4-A" on Exhibit D); and 3) Parcel 3-A, Resubdivision of Part of Property of Arlington Towers Company, containing 23,839 square feet of land, as more particularly described in Exhibit "C", RPC #17001012 ("Parcel 3-A"); by virtue of a Deed dated December 28, 1995, and recorded in **Deed Book 2755 at Page 2186** among the Land Records of Arlington County, Virginia ("Land Records"). Parcel I, Parcel IV-A, and Parcel 3-A are collectively referred to hereinafter as the "Properties";

WHEREAS, Parcel I is the subject of a ground lease, which ground lease was assigned to River Place South Housing Corporation by an Assignment, dated February 5, 1982, and recorded in **Deed Book 2056 at Page 1462** among the Land Records;

WHEREAS, Parcel IV-A is the subject of a ground lease, which ground lease was assigned to River Place East Housing Corporation by an Assignment, dated January 8, 1982, and recorded in **Deed Book 2055 at Page 950** among the Land Records;

WHEREAS, pursuant to a Declaration of Covenant, Easements and Liens for River Place, dated May 10, 1982, and recorded in **Deed Book 2061 at Page 388** among the Land Records, the River Place Owners' Association has the authority to grant easements on Parcel I and Parcel IV-A on behalf of River Place South Housing Corporation and River Place East Housing Corporation, respectively (the River Place Owners' Association, River Place South Housing Corporation, and River Place East Housing Corporation collectively referred to as the "Ground Lessees" or the "Grantors");

WHEREAS, by this Deed, the County desires to obtain, and the Fee Owner and the Ground Lessees desire to grant and convey unto the County, two (2) perpetual easements for sanitary sewer purposes, over, under, upon, across, and through portions of the Parcel I and Parcel IV-A; and

WHEREAS, by this Deed, the County desires to obtain, and the Fee Owner and the Ground Lessees desire to grant and convey, a temporary easement and construction agreement for the use of portions of Parcel IV-A and Parcel 3-A during the construction of the sanitary sewer facilities.

EASEMENTS FOR PUBLIC SANITARY SEWER PURPOSES

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) cash in hand paid, the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant and convey unto the Grantee two easements for public sanitary sewer purposes, over, under, upon and across the following portions of real estate, Parcel I and Parcel IV-A:

- 1) for and in further consideration of the additional sum of Twelve Thousand Dollars (\$12,000.00) cash in hand paid by the County to the Fee Owner, the receipt and sufficiency of which are hereby acknowledged, and for and in consideration of the additional sum of Ten Thousand Dollars (\$10,000) cash in hand paid by the County to the Owners' Association, the receipt and sufficiency of which are hereby acknowledged, a **Thirteen Thousand Five Hundred and Eleven (13,511)** square foot portion of land, described as, "Easement Acquired for Public Sanitary Sewer Purposes Area = 13,511 Sq. Ft.", on the plat attached hereto as Exhibit "D", and made a part hereof, entitled, "Plat Showing Easements Acquired for Public Sanitary Sewer Purposes and Temporary Easement Acquired for

Construction Purposes on Project 1 and Project 4-A, Arlington Towers, D.B. 1133 PG. 86, and D.B. 1597 PG. 166, and Parcel 3-A, Property of Arland Towers Company, D.B. 2030, PG. 1535, Arlington County, Virginia”, which plat was approved on **April 18, 2007**, by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the “Plat”); and

- 2) for and in further consideration of the additional sum of Four Thousand Dollars (\$4,000.00) cash in hand paid by the County to the Fee Owner, the receipt and sufficiency of which are hereby acknowledged, and for and in consideration of the additional sum of Three Thousand Dollars (\$3,000) cash in hand paid by the County to the Owners’ Association, the receipt and sufficiency of which are hereby acknowledged, a **Seven Hundred Forty-five (745)** square foot portion of land, described as, “Easement Acquired for Public Sanitary Sewer Purposes Area = 745 Sq. Ft.” on the Plat;

which above-described two portions of real estate are collectively referred to hereinafter as the “Permanent Easement Areas”, together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sanitary sewer facilities, including accessories and appurtenances thereto, within such Permanent Easement Areas, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Properties, in order to construct, maintain, repair, reconstruct, replace and/or remove the public sanitary sewer facilities within the above-described Permanent Easement Areas (the Permanent Easement Areas, and the rights related thereto, are referred to herein jointly as the "Permanent Easements").

The Permanent Easements shall terminate upon the completion of all of the following, as applicable:

- 1) the written approval, not to be unreasonably withheld, by the County Manager, or his designee, of final design, engineering and construction plans and/or plats for the relocation of the public sanitary sewer infrastructure constructed within the Permanent Easements to an alternate location, reasonably acceptable to the County (and a location not prohibited by the County Code at the time of relocation) using then-existing County review and approval criteria, on the Properties or off-site. Such plans and/or plats shall delineate and/or provide for either: i) the removal of the public sanitary sewer infrastructure located within the Permanent Easements; OR ii) the capping and abandonment in place of the public sanitary sewer infrastructure located within the Permanent Easements;
- 2) the completion of the relocation of the public sanitary sewer infrastructure constructed within the Permanent Easements to an alternate location on

- the Properties or off-site by the Fee Owner, its successors in title and interest;
- 3) the County's written acceptance of the then newly-constructed, relocated infrastructure;
 - 4) if the public sanitary sewer infrastructure constructed within the Permanent Easements is relocated to an alternate location, then the approval, acceptance by the County, and recordation among the Land Records, of a deed, in form and substance acceptable to the County, granting to the County an easement for public sanitary sewer purposes in the alternate location where such relocated infrastructure has been constructed; AND
 - 5) If requested by the Fee Owner upon completion of items 1-4 above, the County Manager, or his/her designee, shall execute a certificate in recordable form confirming the termination of the Permanent Easements.

Upon the termination of the Permanent Easements, title to any public sanitary sewer infrastructure located within the Permanent Easements (to the extent any such infrastructure continues to exist) shall become vested in the Fee Owner or its successor(s) in title and interest.

Grantors covenant that Grantors are seized of and have the right to convey the Permanent Easements, and that Grantors shall make no use of the Permanent Easement Areas which are inconsistent with the Grantee's rights in the Permanent Easements hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, replacement or removal of the public sanitary sewer facilities, including accessories and appurtenances thereto, within the Permanent Easement Areas, the Grantee shall, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Permanent Easement Areas as nearly as practicable to their condition before the beginning of the Work, as hereinafter defined; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas adjacent to the Permanent Easement Areas; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges adjacent to the Permanent Easement Areas; and 4) guarantee reset plants for one year against damage from the construction, and nursery stock for one year from the date of planting.

All public sanitary sewer facilities, including accessories and appurtenances thereto, installed or constructed by the Grantee within the Permanent Easement Areas shall be and remain the property of the Grantee. Grantee, at grantee's sole cost and expense, shall maintain the public sanitary sewer facilities, including accessories and appurtenances thereto. No additional charge shall at any time be made for the property

used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Permanent Easements.

Grantors agree that the Permanent Easements shall run with the land and shall be binding upon Grantors and their successors and assigns.

TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT

THIS DEED FURTHER WITNESSETH, for and in consideration of the sum of Ten Dollars (\$10.00), other good and valuable consideration, the mutual benefits to be derived by the parties hereto, and in further consideration of the additional sum of Two Thousand Dollars (\$2,000.00) cash in hand paid by the County to the Fee Owner, the receipt and sufficiency of which are hereby acknowledged, and for and in consideration of the additional sum of Two Thousand Dollars (\$2,000) cash in hand paid by the County to the Owners' Association, Grantors do hereby grant and convey unto the Grantee a temporary easement for the use, as described herein, of those portions of real estate, Parcel IV-A and Parcel 3-A, more specifically described as an area of real estate containing approximately **Five Thousand Six Hundred Fourteen (5,614) square feet** of land situated in Arlington County, Virginia, shown on the Plat as, "Temporary Easement Acquired for Construction Purposes, Area = 5,614 Square Feet" (the "Temporary Easement Area"), together with the right of Grantee to use the area to construct, maintain, repair, reconstruct, replace and/or remove (jointly "Work") public sanitary sewer facilities, including accessories and appurtenances thereto, adjacent to the Temporary Easement Area, as shown on the Plat, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Properties, to the above-described Temporary Easement Area (the Temporary Easement Area, and the rights related thereto, are referred to herein jointly as the "Temporary Easement").

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

The Temporary Easement created by this Deed shall begin upon the date of acceptance of this Deed by the Grantee and shall expire upon the earlier of: 1) completion of the Work; 2) the date Grantors are so notified in writing by Grantee; or 3) December 31, 2012.

Grantee covenants and agrees that all work to be performed in the Temporary Easement Area shall be performed in a good workmanlike manner. Prior to any work commencing within the Temporary Easement Area, Grantee and Grantor will hold a pre-construction meeting to determine the scheduling and staging of work. Grantee will make all reasonable efforts to address Grantor's concerns and requests in the scheduling

and completion of such work to be performed by, or on behalf of Grantee. Grantee shall use all reasonable efforts to minimize disruption and disturbance to Parcel IV-A and Parcel 3-A caused by Grantee's work within the Temporary Easement Area. Grantee covenants and agrees that at all times during Grantee's use of the Temporary Easement Area, Grantee shall maintain all pedestrian and vehicular ingress and egress to and from the parking area located on Parcel 3-A. Grantee shall consistently maintain the Temporary Easement Area in good order, free of trash and debris, at the end of each day. In no event shall the Grantee place any temporary structures, such as trailers and sheds, but not including forms, stakes or temporary plastic fencing, in the Temporary Easement Area; provided, however, that Grantee shall be permitted to have vehicular trailers in the Temporary Easement Area solely while loading and unloading such vehicular trailers, but in no event shall such trailers be left unattended within the Temporary Easement Area for any period.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, replacement or removal of the public sanitary sewer facilities within or adjacent to the Temporary Easement Area, the Grantee shall, at no cost to the Grantors: (1) restore the disturbed area on and adjacent to the Temporary Easement Area as nearly as practicable to its condition before the beginning of the Work; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas on or adjacent to the Temporary Easement Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges on or adjacent to the Temporary Easement Area; and (4) guarantee reset plants for one year against damage from the date they are reset, and nursery stock for one year from the date of planting.

INCORPORATIONS

The recitals are hereby incorporated into this Deed. Reference is hereby made to the Plat attached hereto and incorporated herein for a fuller and more complete description of the Permanent Easement Areas and Temporary Easement Area hereby conveyed. This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

MISCELLANEOUS

This Deed is contingent upon acceptance on behalf of the County. Upon acceptance of this Deed on behalf of the County, the terms and conditions of this Deed shall be binding upon the Fee Owner, the Ground Lessees and the County.

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

WITNESS the following signature(s):

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

6

GRANTOR:

ARLAND, L.L.C., a Virginia limited liability company

BY: _____

BY: Anthony Westreich

NAME: _____

TITLE: MEMBER

DATE: 12/10

State/Commonwealth of: NEW YORK:

County/City of: NEW YORK: to-wit:

The foregoing instrument was acknowledged before me on this 10th day of December 20 10, by Anthony Westreich, MEMBER of _____ of ARLAND, L.L.C., a Virginia limited liability company.

Notary Public: _____

My Commission expires: January 17, 2014

MELANIE L. TURNER
Notary Public, State of New York
No. 01TU6139824
Qualified in New York County
Commission Expires January 17, 2014

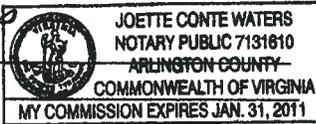
GRANTOR: RIVER PLACE SOUTH HOUSING CORPORATION, a Virginia corporation

BY: Robert Lesnick
NAME: Robert J. Lesnick
TITLE: PRESIDENT
DATE: _____

State/Commonwealth of: Arlington :
County/City of: Virginia : to-wit:

The foregoing instrument was acknowledged before me on this 25th day of May, 2010, by Robert J. Lesnick, President of RIVER PLACE SOUTH HOUSING CORPORATION, a Virginia corporation.

Joette Conte Waters
Notary Public:
My Commission expires:



GRANTOR: RIVER PLACE EAST HOUSING CORPORATION, a Virginia corporation

BY: Hiranya Maru
NAME: Hiranya Maru
TITLE: President
DATE: 5/14/10

State/Commonwealth of: Virginia :
County/City of: Arlington : to-wit:

The foregoing instrument was acknowledged before me on this 18 day of May, 2010, by Hiranya Maru, President of RIVER PLACE EAST HOUSING CORPORATION, a Virginia corporation.

Notary Public: Cristle Boyd
My Commission expires: 5-31-2012



GRANTOR: RIVER PLACE OWNERS' ASSOCIATION, a Virginia non-stock corporation

BY: *Richard Villegas*
NAME: Richard Villegas
TITLE: President
DATE: 5/25/2010

State/Commonwealth of: Arlington :
County/City of: Virginia : to-wit:

The foregoing instrument was acknowledged before me on this 25th day of May, 2010, by Richard Villegas, President of RIVER PLACE OWNERS' ASSOCIATION, a Virginia non-stock corporation.

Notary Public: *Joette Conte Waters*
My Commission expires: 1-31-2011



GRANTEE:

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

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

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

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

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

EXHIBIT "A"

All that certain land situate in Arlington County, Virginia, and more particularly described as PARCEL I OF ARLINGTON TOWERS PROJECTS I-IV, inclusive:

BEGINNING at the intersection of the northerly line of Arlington Boulevard with the new westerly line of Arlington Ridge Road; thence, running with the northerly line of Arlington Boulevard, N. 55° 48' W. 517.90 ft. to the P.C. of a curve to the left; thence, continuing with said Boulevard line 25.66 ft. on the arc of said curve to the left, which curve has a radius of 1246 ft. and the chord of which arc bears N. 56° 23' 23.5" W., 25.65 ft. to the southeast corner of Parcel II-A and the southwest corner of Parcel I, as shown on plat of Arlington Towers Projects I-IV, inclusive, recorded in Deed Book 1133, at page 86, et seq., of the land records of said county; thence, departing from the northerly line of Arlington Boulevard and running through the property of Arlington Towers Land Corporation with the boundary common to Parcels I and II-A, N. 14° 20' 20" E., 239.55 ft. to the P.C. of a curve to the left; thence, 40.48 ft. on the arc of said curve to the left, which curve has a radius of 218.0 ft. and the chord of which arc bears N. 9° 01' 11" E., 40.42 ft. to the northwest corner of Parcel I and the southwest corner of Parcel IV; thence, departing from the boundary common to Parcels I and II-A and continuing through the property of the Arlington Towers Land Corporation with the boundary common to Parcels I and IV, due East 345.21 ft. to a point in the aforementioned new westerly line of Arlington Ridge Road; thence, with the said Road line, S. 3° 50' 55" E. 578.61 ft. to the point of beginning, containing 3.9092 acres of land or 170,286 sq. ft.

TOGETHER WITH and subject to easements for sanitary sewers, storm sewers and private roadways as shown on a plat attached to a deed of easement made by Arlington Towers Land Corporation dated December 21, 1953, recorded in Deed Book 1133, page 86, of the Land Records of Arlington County, Virginia, and as evidenced by Instrument recorded in Deed Book 407, page 346, of said Land Records, and also shown on said plat attached to said deed of easement.

EXHIBIT "B"

All that certain land situate in Arlington County, Virginia, and more particularly described as PARCEL IV-A, OF ARLINGTON TOWERS PROJECT I - IV, inclusive:

PARCEL IVA: BEGINNING at a point in the west line of Arlington Ridge Road, said point being the southeast corner of Project 4 and being the northeast corner of Project 1 as shown on plat of Arlington Towers - Projects I-IV, inclusive as recorded in Deed Book 1133, page 86 of the Arlington County land records; thence departing from said road and running with the line common to Projects 1 and 4, Due West - 345.21 feet to a point in the boundary of Project 2A, Arlington Towers; thence running with the line common to Project 2A and 4, 176.54 feet on the arc of a curve to the left, which curve has a radius of 218.00 feet, the chord of which arc bears N. 19° 29' 57" W., 171.76 feet to the corner common to Projects 3 and 4, Arlington Towers; thence running with the line common to Projects 3 and 4 on the following courses and distances N. 38° 01' 20" E. - 157.88 feet; S. 51° 58' 40" E. - 15.00 feet; N. 38° 01' 20" E. - 12.92 feet; S. 51° 58' 40" E. - 26.33 feet; S. 38° 01' 20" W. - 12.92 feet; S. 51° 58' 40" E. - 83.08 feet; N. 38° 01' 20" E. - 83.08 feet; N. 51° 58' 40" W. - 12.92 feet; and N. 38° 01' 20" E. - 105.91 feet to the extreme east corner of Project 3; thence leaving said common line and crossing Project 4, S. 51° 58' 40" E. - 12.00 feet and N. 38° 01' 20" E. - 75.96 feet to a point in the westerly line of Wilson Boulevard; thence running with said road line 127.97 feet on the arc of curve to the right, which curve has a radius of 490.08 feet, the chord of which arc bears S. 11° 19' 45" E. - 127.61 feet to the P. T., a point in the aforementioned west line of Arlington Ridge Road; thence running with said line of Arlington Ridge Road S. 3° 50' 55" E. - 294.47 feet to the point of beginning, containing 104,325 square feet of land.

EXHIBIT "C"

All that certain land situate in Arlington County, Virginia, and being part of that acquired by Commonwealth of Virginia in connection with State Highway Project 0066-000-102, RW-205, described as follows:

Parcel 1: BEGINNING at a point on the former east line of Arlington Ridge Road at its intersection with the new west right of way line of Jefferson Davis Highway; thence with the said west right of way line, 8 feet westerly from and concentric with or parallel to the highway survey centerline of Jefferson Davis Highway: (1) with a 471.36 foot radius curve to the right 134.45 feet; and (2) S. 1° 26' 59" W. 72.68 feet to a point on the said east line of former Arlington Ridge Road; thence with the last named line N. 3° 50' 55" W. 206.79 feet to the beginning, and containing 1,121.0 square feet, more or less.

PARCEL 2: BEGINNING at the point of beginning of Parcel 1 hereinabove described; thence with the east line of the former location of Arlington Ridge Road, S. 3° 50' 55" E. 206.79 feet; thence with the new west right of way line of Jefferson Davis Highway S. 1° 26' 59" W. 313.91 feet; thence N. 89° 09' 39" W. 16.06 feet to a point in the west line of said former location of Arlington Ridge Road and a point in the lands of Arlington Towers; thence with the said west line: (1) N. 3° 50' 55" W. 520 feet; and (2) with a 490.08 foot radius curve to the left 158.01 feet; thence with the said new west right of way line of Wilson Boulevard and its connection with Arlington Ridge Road: (1) N. 57° 47' 54" E. 8.97 feet; (2) with a 720.94 foot radius curve to the right 71.36 feet; and (3) with a 471.36 foot radius curve to the right 103.09 feet to the beginning and containing 23,222.0 square feet more or less.

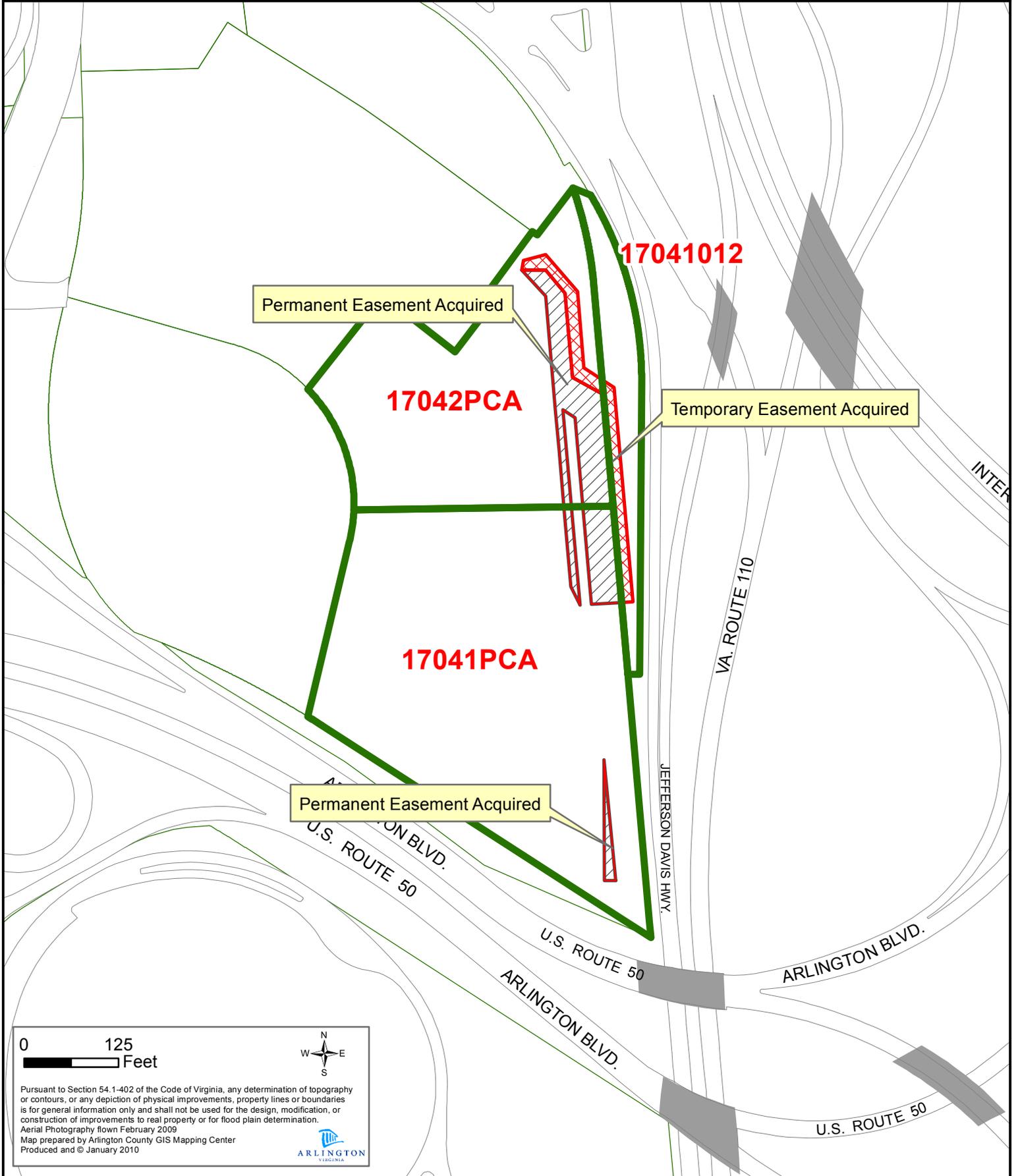
Less and except that certain piece or parcel of land described as follows:

BEGINNING at a point in the Southerly line of Wilson Boulevard, said point being the Northeasterly corner of Parcel 4B (recorded in Deed Book 1630, at page 392); thence along said line of Wilson Boulevard on a curve to the left whose chord bearing and distance is S. 20° 33' 59" E. 30.03 feet and whose radius is 490.08 feet an arc distance of 30.04 feet; thence N. 57° 47' 54" E. 8.97 feet; thence on a curve to the right whose chord bearing and distance is S. 31° 06' 29" E. 49.99 feet and whose radius is 720.94 feet, an arc distance of 50.00 feet; thence through the parcel acquired from the Commonwealth of Virginia, N. 66° 35' 35" W. 24.92 feet to the point of beginning, containing 504 square feet;

Vicinity Map

Potomac Interceptor Acquisition

RPC # 17001012 , 17041PCA, & 17042PCA



0 125 Feet



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



Vicinity Map

Potomac Interceptor Acquisition

RPC # 17001012 , 17041PCA, & 17042PCA

