



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of February 12, 2011**

DATE: January 24, 2011

SUBJECT: Approval of a Deed of Subterranean Utility Easement and Temporary Construction Easement Between the County Board of Arlington County, Virginia and Virginia Electric Power Company for Installation and Maintenance of an Underground Electric Distribution Line Across, Parcel 15, Potomac Yard North, at Long Bridge Park, RPC No. 34024347.

C. M. RECOMMENDATION:

1. Approve the attached Deed of Subterranean Utility Easement and Temporary Construction Easement (“Easement”) between the County Board of Arlington County, Virginia and Virginia Electric Power Company (“DVP”), for installation and maintenance of an underground electric distribution line across Parcel 15, Potomac Yard North, at Long Bridge Park, RPC No. 34024347.
2. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, or his designee, to execute the Easement and any related documents, on behalf of the County Board, subject to approval as to form of the deed and documents by the County Attorney.

ISSUES: Approval and execution of the Easement (Exhibit A) is necessary to provide DVP with permission to relocate, and install underground, an existing above-ground electric distribution line at a different location within the County’s Long Bridge Park property. There are no outstanding issues.

SUMMARY: On March 15, 2010, construction of the County’s Phase 1 improvements at Long Bridge Park began. The Phase 1 construction work requires the relocation and/or undergrounding of all utilities located within the park property. To accommodate construction of planned park improvements, County staff has requested the relocation and undergrounding by DVP of an existing above-ground electric distribution line that currently runs above-ground from Old Jefferson Davis Highway across Long Bridge Park to rail switching and signal equipment located within the abutting CSX Transportation, Inc. (“CSX”) rail corridor. To complete the relocation and undergrounding work, Dominion requires that the County approve the attached

County Manager:

County Attorney:

Staff: Tim O’Hora, DES – Real Estate Bureau

15.

Easement, and convey an easement to DVP granting DVP the right to install and maintain its electric distribution line and appurtenant facilities underground within the park property.

BACKGROUND: On December 15, 2009, the County Board approved a \$23.7 million contract for the Phase 1 construction at Long Bridge Park. The contract was awarded to the Donohoe Companies Inc. On March 15, 2010, Phase 1 construction started at Long Bridge Park. The Phase 1 work is expected to be completed in the fall of 2011.

Phase 1 construction will address the environmental remediation of the Long Bridge Park property that will turn a contaminated site into a premier recreational facility. The construction will include three lighted synthetic turf athletic fields, landscaping, picnic areas, esplanade, public art and a raised observation area. Also included in the improvements will be a three-quarter acre rain garden that will infiltrate runoff from the park's parking lot and sports fields into a planted garden of native shrubs and perennials. Restrooms and a storage facility will complete this phase of construction. The Phase 1 construction includes the rebuilding of Old Jefferson Davis Highway, which includes utility relocations, new curb and gutter, street trees, sidewalks, bike lanes, and on street parking, as well as the relocation and/or undergrounding of utilities located within the park property.

To accommodate construction of planned park improvements, County staff has requested the relocation and undergrounding by DVP of an existing above-ground DVP electric distribution line that currently runs above-ground from Old Jefferson Davis Highway across Long Bridge Park to rail switching and signal equipment in the abutting CSX rail corridor. To complete the relocation and undergrounding work, Dominion requires that the County approve the attached Easement, granting to DVP the right to install and maintain its electric distribution line and appurtenant facilities underground within the County's Long Bridge Park property.

DISCUSSION: The terms of the Easement (attached as Exhibit A) were negotiated between the County and DVP staff. Because the existing overhead distribution line and facilities are required by the County to be undergrounded as part of the relocation, the County has agreed to pay approximately twenty-five percent (25%) of the cost of such undergrounding. The County's share of costs is substantially less than what the County would otherwise pay for the undergrounding by DVP of electric facilities at the County's request. The remaining costs are to be shared by DVP and others. The physical area of the easement is depicted on the plat entitled "Plat Showing Virginia Electric and Power Company Subterranean and Temporary Construction Easements Parcel 15 Potomac Yard North" attached to the Easement. Once the Easement is approved by the County Board and executed, DVP will begin to relocate, underground, operate and maintain the electric distribution line and appurtenant equipment on the County's Long Bridge Park property consistent with the terms of the Easement.

FISCAL IMPACT: None for the conveyance of the Easement. The County's twenty-five percent 25% share of the cost of undergrounding the electric distribution line will be \$87,910.83. The County's share of such costs is available from funds previously appropriated for the Long Bridge Park project.

CONCLUSION: It is recommended that the County Board approve the Easement between the County and DVP for installation and maintenance of an electric distribution line and appurtenant

facilities underground, across Long Bridge Park, for the purpose of distributing electric power to the CSX rail right of way switching and signal equipment.

EXHIBIT A

**DEED OF SUBTERRANEAN UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

[Attach]

Grantee Address

When recorded return to:

Dominion Resources Services, Inc.
Law Department
120 Tredegar Street, Riverside 2
Richmond, VA 23219
Attn: Horace P. Payne, Jr., Senior Counsel

RPC No. : 34024347

**DEED OF SUBTERRANEAN UTILITY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Deed of Subterranean Utility Easement and Temporary Construction Easement (the “Deed”) is entered into this ___ day of _____, 2011, by and between THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, **Grantor**, and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation having its headquarters at 120 Tredegar Street, Richmond, VA 23219-4306 and doing business in the Commonwealth of Virginia as Dominion Virginia Power, **Grantee**.

Recitals

A. Grantor is the fee simple owner of that certain parcel of land sometimes referred to as Parcel 15 Potomac Yard North (RPC #34024347), and more particularly described by metes and bounds in Exhibit A attached hereto (“Grantor’s Property”). Grantor’s Property is a portion of the land and improvements acquired by Grantor by Special Warranty Deed dated October 31, 2002, and recorded in Deed Book 3400, Page 734, among the land records of the land records of the Circuit Court of Arlington County, Virginia (the “Land Records”).

B. By Deed of Easement dated October 10, 1991, and recorded in Deed Book 2492, Page 1364 among the Land Records, CSX Transportation, Inc., as successor in interest to Richmond, Fredericksburg and Potomac Railway Company, is the owner of an easement for railroad and related purposes (the “Rail Corridor Easement”) on that certain parcel of land sometimes referred to as Parcel 16 Potomac Yard North (RPC #34024348), which easement abuts a portion of Grantor’s Property.

C. Grantor’s Property is bounded, in part, on the east by the Rail Corridor Easement, within which some of Grantee’s electrically powered rail switching equipment is located.

D. Grantor’s Property is bounded, in part, on the west by Old Jefferson Davis Highway, within which an aerial Dominion Virginia Power electric transmission line is located.

E. Grantee has requested and, by this Deed, the Grantor grants and conveys unto Grantee, a temporary construction easement and a subterranean utility easement on a portion of Grantor’s Property. The temporary construction easement permits the construction and installation of a subterranean conduit and the subterranean utility easement permits the use of such conduit for a subterranean electrical distribution line within the Grantee’s Property as more particularly shown on a plat hereinafter described.

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee covenant and agree as follows:

1. Temporary Construction Easement

A. Grantor hereby grants and conveys unto Grantee a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, across, upon and through Grantor's Property, as spatially shown in horizontal and vertical planes on the Plat entitled "Plat Showing Virginia Electric and Power Company Subterranean and Temporary Construction Easements Parcel 15 Potomac Yard North", dated February 2, 2011, by Christopher Consultants, LLC, attached hereto as Exhibit B (the "Plat") as "Temporary Construction Easement Area". The purposes of the Temporary Construction Easement are for the Grantee, its successors in title and interest, and its contractors to use the Temporary Construction Easement Area solely for the initial construction and installation of an underground electric distribution service line conduit to be owned by the Grantee, an electric distribution service line, and related underground facilities and underground equipment, including equipment for internal telephone and other internal communications purposes directly related to or incidental to the distribution of electricity by one or more circuits, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communications purposes (collectively the "Improvements") solely serving the CSX Transportation, Inc. rail switching equipment and facilities in the Rail Corridor Easement, and for construction purposes reasonably related to the initial construction of the Improvements, but not for surface access from Old Jefferson Davis Highway to the Rail Corridor Easement.

B. The Temporary Construction Easement shall commence on the effective date of this Deed and shall automatically expire upon the first to occur of: (i) the date on which construction of the underground electric distribution service line conduit is complete and the restoration requirements of subparagraph 2.C of this Deed have been completed; or (ii) November 30, 2011. Upon the expiration of the Temporary Construction Easement, all of the rights of and benefits to Grantee in, to and under this Deed with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

C. Upon completion of the Improvements, if the surface of the Temporary Construction Easement Area is, or has been, disturbed by Grantee, then all such areas shall be restored promptly by the Grantee, at the Grantee's sole cost and expense, to the condition existing at the commencement of such disturbance, construction, activities, or work. The restoration requirements shall be promptly completed within ten (10) business days after installation and inspection of the conduit. If, after field work and construction, the Grantor and Grantee have agreed that the location of the Subterranean Utility Easement Area varies from such area as shown on the Plat, then the Grantor and Grantee

agree to execute promptly such documents necessary to amend this Deed and to record an amended Plat.

2. Subterranean Utility Easement. Grantor hereby grants and conveys to Grantee, and its successors, assigns or transferees, which assigns or transferees provide electric service to the public, a permanent, non-exclusive subterranean utility right, privilege and easement (the "Subterranean Utility Easement") under the surface of Grantor's Property between the elevations below mean sea level as such elevations are indicated and/or depicted on the Plat, using North American Vertical Datum of 1988 (NAVD 88), on the Grantor's Property within the area designated "Subterranean Utility Easement Area", as shown spatially in horizontal and vertical planes on the Plat. The purposes of the Subterranean Utility Easement Area are for the Grantee to use the Subterranean Utility Easement Area solely for the construction, installation, maintenance, operation, repair, replacement and use of the Improvements, and for subterranean access only to the Improvements through the Subterranean Utility Easement Area. The Subterranean Utility Easement hereby granted specifically does not include the permission or the right of the Grantee or others to enter upon any portion of the surface of Grantor's Property, or to enter the Grantor's Property for access to the Subterranean Utility Easement Area, or to perform any work outside of the area of the Subterranean Utility Easement, except upon Grantee's receipt of a permit or other written authorization from Grantor. Upon termination or expiration of the Temporary Construction Easement granted by this Deed, the Grantee shall enter the Subterranean Utility Easement Area only from either: the abutting Rail Corridor Easement; or, from the Old Jefferson Davis Highway public right-of way, provided that the Grantee has obtained from the Grantor the required permits to perform work in the public right-of-way. The Subterranean Utility Easement hereby granted shall automatically terminate, without the necessity of any further action by the Grantor or Grantee, upon the occurrence of one of the following events: (i) electric service is no longer required from the Improvements to the current location, as indicated on the Plat, of the CSX Transportation, Inc. rail switching equipment and facilities, due to the relocation, abandonment, or non-use for a period of one year of such switching equipment and facilities; or (ii) the termination the Rail Corridor Easement with CSX Transportation, Inc.

3. Grantor may use the Subterranean Utility Easement Area for any reasonable purpose not inconsistent with the rights and permissions conveyed to Grantee by this Deed, provided that Grantor's use (including but not limited to above ground or below ground obstructions) does not interfere with Grantee's exercise of any of its rights hereunder. The grantor and Grantee agree that permissible uses and reasonable purposes shall include, without limitation, the installation, maintenance, repair, relocation and replacement of structures and improvements of various nature, including a planned park berm, esplanade, esplanade wall, esplanade wall footers, fill, fencing, landscaping, asphalt, curb and gutter. In the event such use by Grantor impermissibly interferes with Grantee's exercise of any rights granted hereunder, then Grantee may, in its reasonable discretion, relocate such of the facilities as may be practicable to a new site designated by Grantor and acceptable to Grantee. Grantor shall reimburse Grantee for the cost of relocation of the facilities and Grantor shall convey to Grantee an equivalent easement at a location determined by Grantor.

4. Grantee shall construct the Improvements in a workmanlike manner and in strict compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as such statutes, ordinances, rules and regulations are amended from time to time.

5. Upon Grantor's request, within 10 (ten) business days after completion of all of the Improvements, Grantee shall deliver to Grantor copies of all design and site plans (as previously approved by the Grantor prior to the commencement of the construction and installation of the Improvements) and depicting the location, height, depth and width of the Improvements installed within the Subterranean Utility Easement Area.

6. The Grantor covenants that it is seized of, and has the right to convey, the Easement.

7. All notices, delivery of documents and all other matters which are or may be required to be given by the Grantor or Grantee (collectively, a "Notice") to the other party, shall be in writing, executed in the name of the entity giving the Notice by a person authorized to bind such entity, and delivered by United States certified mail, return receipt requested, addressee only, or by national overnight courier service (such as Federal Express or United Parcel Services) with receipt certification by addressee, or by an equivalent personal hand delivery service, addressed to the recipient party as follows:

If to Grantor: Real Estate Bureau Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

with copies to: County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 302
Arlington, Virginia 22201

Director
Department of Parks, Recreation and Cultural Resources
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 414
Arlington, Virginia 22201

If to Grantee: Dominion Resources Services, Inc.
Law Department
120 Tredegar Street, Riverside 2
Richmond, VA 23219
Attn: Horace P. Payne, Jr., Senior Counsel

Notice shall be deemed effective upon delivery. Either party may, by like notice given at least ten (10) days before such change becomes effective, designate a new address to which such notices shall be sent.

8. Nothing in this Deed, nor any action taken by Grantor pursuant to this Deed, shall constitute or be construed as a waiver of either the sovereign immunity, governmental immunity, or other immunity of the Grantor, or of its elected and appointed officials, officers and employees.

9. No provision of this Deed shall create in the public, or in any person or entity other than the Grantee or the Grantor, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Deed or otherwise.

10. The Grantor's execution and delivery of this Deed shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, nor any other governmental approval or consent required to be obtained by Grantee. Whenever, in this Deed, Grantor is required to join in, consent, give its approval, or otherwise act under this Deed, it is understood that such obligations apply to the Grantor acting in its capacity as a Grantor and not in its capacity as a governing authority. Nothing in this Deed shall be construed to waive any of Grantor's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Temporary Construction Easement or the Subterranean Utility Easement Area, including, but not limited to its police power, right to grant or deny permits, right to collect fees, right to prevent, restrict or limit the entry upon and use of Grantor's Property, or any other power, right or obligation whatsoever.

11. The Grantee hereby agrees that it shall be fully liable for any and all damages, losses, costs, expenses, and injuries to, or death of, persons or injury to, or loss of, property to the extent caused by the Grantee, its employees, agents, contractors, or affiliates arising from the use of the Temporary Construction Easement or the Subterranean Utility Easement Area, or from the exercise of the rights granted by this Deed, or the breach of any terms of this Deed, to the extent such damages, losses, costs, expenses and injuries or death are a result of the negligence or any misconduct of the Grantee or its employees, agents, contractors, or affiliates. The Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from any and all claims, demands, debts, actions, causes of action, suits, obligations, losses, costs, expenses, fees (including reasonable attorneys' fees, disbursements, and litigation costs) and liabilities arising from or in connection with the Grantee's use of the Temporary Construction Easement or the Subterranean Utility Easement Area, exercise of the rights granted by this Deed, breach of any of the terms of this Deed, or injury or death to persons or damage to property resulting from entry upon or the use of the Temporary Construction Easement or the Subterranean Utility Easement Area, or activities, or failure to act, of the Grantee or its employees, agents, contractors, or affiliates related to, or arising out of, the exercise of permissions granted by this Deed, to the extent such claims, demands, debts, actions, causes of action, suits, obligations, losses, costs, expenses, fees and liabilities are a result of the negligence or any misconduct of the Grantee or its employees, agents, contractors, or affiliates.

12. No representation or statement, oral or written, other than those set forth in this Deed and documents incorporated herein by reference, shall be deemed to modify, add to, or

change the terms of this Deed. All prior negotiations and discussions concerning the subject matter hereof shall be deemed superseded by, and integrated into, this Deed.

13. The agreements and covenants set forth in this Deed are not personal to the Grantee and Grantor. The burden of such agreements and covenants shall run with the Grantor's Property. The benefits of such agreements and covenants shall run with the Grantee's Rail Corridor Easement.

14. The Temporary Construction Easement and the Subterranean Utility Easement are subject to the rights of other third parties with interests in, or prior permissions to use, the Temporary Construction Easement and the Subterranean Utility Easement Area, respectively.

15. This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to choice of law principles. All legal actions instituted by the Grantor or the Grantee concerning, or arising out of, this Deed shall be brought only in the Arlington County General District or Circuit Court, and no other court.

16. This Deed shall be first executed by the Grantee, and shall be effective, after approval by the Grantor, upon the date it is executed on behalf of the Grantor, and delivered to the Grantee.

17. Each individual signing on behalf of a party to this Deed states that he or she is the duly authorized representative of the signing party and that his or her signature on this Deed has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

18. The Recitals and Exhibits are incorporated by reference into this Deed.

WITNESS the following signatures:

[Signature appear on the following pages]

GRANTOR:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

The foregoing instrument was acknowledged before me by _____,
_____ on behalf of The County Board of Arlington County,
Virginia, as its authorized representative.

WITNESS my hand and official seal this ____ day of _____, 2011.

Notary Public

[Notarial Seal]

My Commission Expires:

Approved as to form:

County Attorney

GRANTEE:

VIRGINIA ELECTRIC AND POWER COMPANY

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND

The foregoing instrument was acknowledged before me by _____,
_____ of Virginia Electric and Power Company, a Virginia
public service corporation, as its authorized representative.

WITNESS my hand and official seal this ____ day of _____, 2011.

Notary Public

[Notarial Seal]

My Commission Expires:

Exhibit A

Legal Description of Parcel 15 (Grantor's Property)

AREA 1:

Beginning at the northeasterly corner of the land of Davis Industries, said point also being in the easterly right-of-way line of Old Jefferson Davis Highway, U.S. Route 1;

Thence, with said easterly right-of-way line of Old Jefferson Davis Highway, U.S. Route 1, the following three (3) courses:

- 1) N 51° 18' 22" E, a distance of 820.11 feet to a point of curvature;
- 2) With a curve to the left having a central angle of 33° 55' 36", a radius of 324.37 feet, an arc distance of 192.07 feet, and a chord length of 189.28 feet which bears N 34° 20' 34" E;
- 3) Thence N 17° 22' 46" E a distance of 70.77 feet to a point on the southerly line of the land of Equitable Life Assurance Society of the U.S.;

Thence, with the southerly and easterly line of the land of Equitable Life Assurance Society of the U.S. the following two (2) courses:

- 1) With a curve to the left having a central angle of 16° 49' 29", a radius of 1,136.28 feet, an arc distance of 333.67 feet, and a chord length of 332.47 feet which bears N 71° 19' 50" E;
- 2) N 33° 04' 26" E, a distance of 861.25 feet to a point in the southerly line of the land of the United States of America;

Thence with said southerly line of the land of the United States of America the following three (3) courses:

- 1) S 53° 12' 34" E, a distance of 57.10 feet;
- 2) N 33° 04' 26" E, a distance of 156.86 feet;
- 3) N 74° 33' 17" E, a distance of 49.98 feet to a point in the westerly line of the land of Commonwealth Atlantic Land V Inc.;

Thence, with said westerly line of the land of Commonwealth Atlantic Land V Inc. the following four (4) courses:

- 1) S 33° 04' 26" W, a distance of 1,986.38 feet to a point of curvature;
- 2) With a curve to the left having a central angle of 13° 27' 23", a radius of 5,789.65 feet, an arc distance of 1,359.76 feet, and a chord length of 1,356.64 feet which bears S 26° 20' 44" W to a point of tangency;
- 3) S 19° 37' 02" W, a distance of 74.06 feet to a point of curvature;

- 4) With a curve to the left having a central angle of $04^{\circ} 09' 51''$ a radius of 1,599.67 feet, an arc distance of 116.26 feet and a chord Length of 116.24 feet which bears $S 17^{\circ} 32' 07'' W$ to a point in the westerly line of Parcel 3A of the land of Third Crystal Park Associates L.P.;

Thence, with said Line of Parcel 3A of the land of Third Crystal Park Associates L.P., and the northerly line of Parcel 3B of the Land of Third Crystal Park Associates L.P., the following two (2) courses:

- 1) $S 22^{\circ} 11' 51'' W$, a distance of 196.37 feet;
- 2) $N 69^{\circ} 33' 09'' W$, a distance of 36.99 feet to the southeasterly corner of the land of CESC Crystal/Rosslyn LLC;

Thence, with the easterly lines of CESC Crystal/Rosslyn LLC, Richard C. and Jeanne T. Morauer and the northerly right-of-way line of 6th Street South, the following five (5) courses:

- 1) With a curve to the right having a central angle of $01^{\circ} 47' 00''$, a radius of 5,844.60 feet, an arc distance of 181.92 feet, and a chord length of 181.91 feet which bears $N 16^{\circ} 39' 08'' E$;
- 2) $N 07^{\circ} 32' 04'' W$, a distance of 82.76 feet;
- 3) $N 19^{\circ} 07' 54'' E$, a distance of 139.82 feet to a point of curvature;
- 4) With a curve to the right having a central angle of $03^{\circ} 15' 33''$, a radius of 5,879.65 feet, an arc distance of 334.45 feet, and a chord length of 334.41 feet which bears $N 21^{\circ} 19' 57'' E$, to the point of reverse curvature;
- 5) With a curve to the left having a central angle of $73^{\circ} 02' 19''$, a radius of 45.00 feet, an arc distance of 23.66 feet, to the southeasterly corner of the land of Davis Industries;

Thence, with the easterly line of Davis Industries, the following fourteen (14) courses:

- 1) $N 82^{\circ} 48' 57'' E$, a distance of 25.00 feet;
- 2) $N 22^{\circ} 04' 11'' E$, a distance of 133.67 feet;
- 3) $N 30^{\circ} 05' 00'' W$, a distance of 137.27 feet;
- 4) $N 44^{\circ} 44' 48'' E$, a distance of 21.46 feet;
- 5) $N 21^{\circ} 55' 20'' W$, a distance of 105.29 feet;
- 6) $N 47^{\circ} 04' 16'' W$, a distance of 90.33 feet;
- 7) $N 24^{\circ} 44' 41'' W$, a distance of 33.42 feet;
- 8) $N 05^{\circ} 31' 22'' W$, a distance of 49.44 feet;
- 9) $N 05^{\circ} 36' 33'' E$, a distance of 116.40 feet;
- 10) $N 75^{\circ} 21' 51'' W$, a distance of 18.22 feet;

11) N 25° 23' 15" E, a distance of 101.00 feet;

12) N 61° 59' 51" W, a distance of 22.69 feet;

13) N 29° 13' 30" E, a distance of 65.72 feet;

14) N 34° 14' 14" W, a distance of 63.34 feet to the point of beginning.

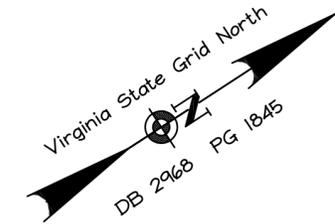
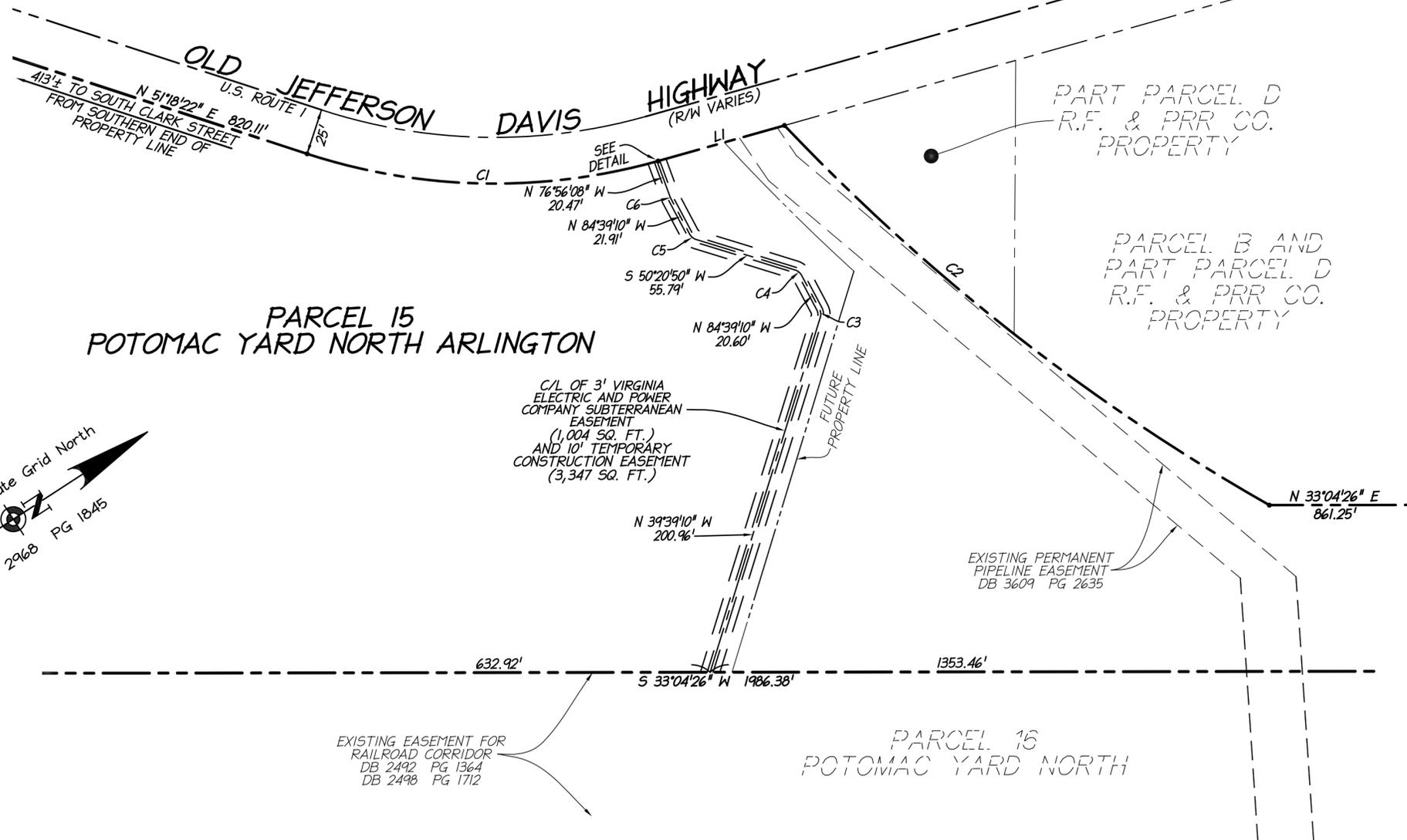
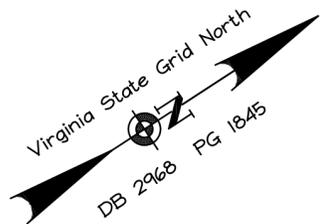
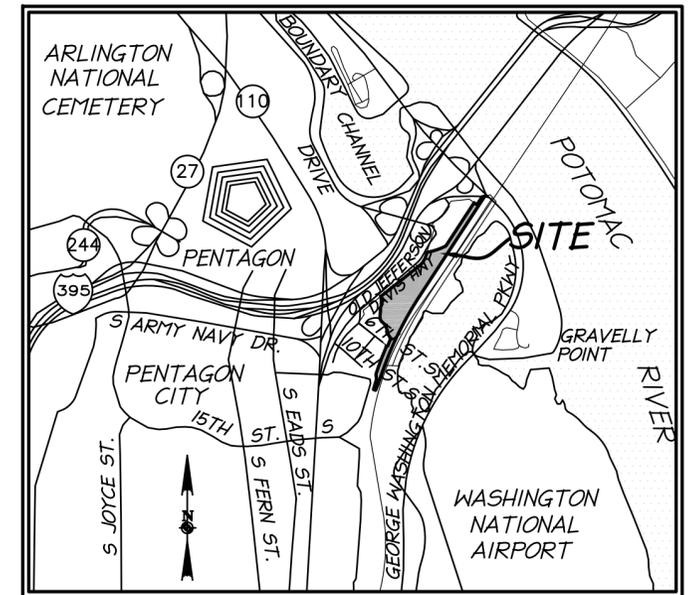
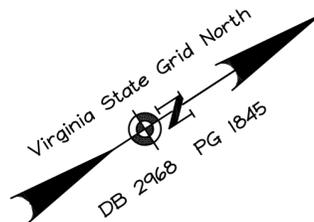
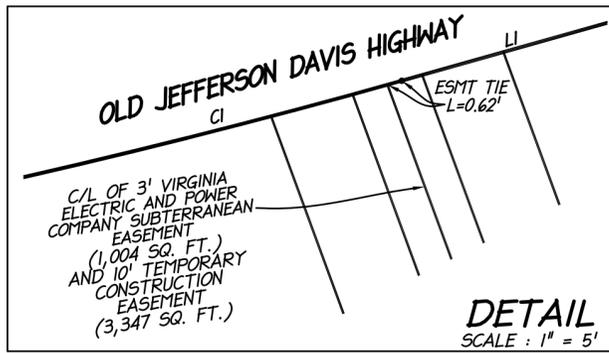
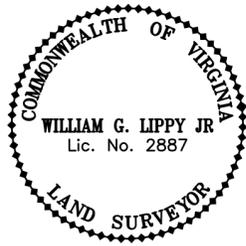
Containing 774.782 Square Feet or 17.7865 Acres, More or Less.

Exhibit B

[Attach Plat]

SURVEYOR'S CERTIFICATE

I, WILLIAM G. LIPPY, JR., A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY PLATTED THE PROPERTY AND EASEMENTS SHOWN HEREON AND THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



NOTES:

- THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NO. 075-4, AND IS IDENTIFIED BY REAL PROPERTY CODE (RPC) NUMBER 34024347.
- CURRENT OWNER. THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA DEED BOOK 3400, PAGE 734
- THE PROPERTY SHOWN HEREON IS ZONED "P-S" PUBLIC SERVICE DISTRICT IN ACCORDANCE WITH A RESOLUTION APPROVING REZONING CASE #Z-2531-06-1, ADOPTED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ON DECEMBER 9, 2006.
- THE PROPERTY SHOWN HEREON IS LOCATED ON F.E.M.A. MAP COMMUNITY PANEL NO. 5155200010 B, DATED 5/03/82, ZONE "C", AN AREA OF MINIMAL FLOODING. HOWEVER, THE PROPERTY MAY STILL BE SUBJECT TO LOCAL DRAINAGE PROBLEMS OR OTHER UNMAPPED FLOOD HAZARDS.
- PARCEL 15 WAS CREATED BY A PLAT RECORDED IN DEED BOOK 2968 AT PAGE 1845, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.
- NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN ON THIS PLAT.
- THE DOMINION VIRGINIA POWER SUBTERRANEAN POWER EASEMENT IS HORIZONTALLY 3 FEET IN WIDTH AND VERTICALLY 3 FEET HIGH, AND IS LOCATED BETWEEN 7 FEET AND 10 FEET ABOVE MEAN SEA LEVEL.

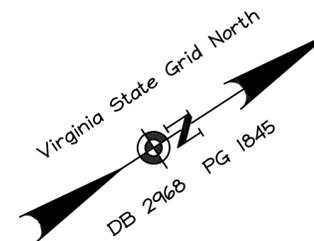
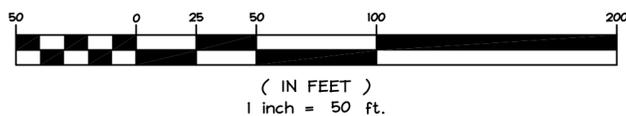
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING	TANGENT
C1	324.37'	192.07'	33°55'36"	189.28'	N 34°20'34" E	98.94'
C2	1136.28'	333.68'	16°49'29"	332.47'	N 71°19'50" E	168.05'
C3	6.00'	4.71'	45°00'00"	4.59'	N 62°09'10" W	2.49'
C4	6.00'	4.71'	45°00'00"	4.59'	S 72°50'50" W	2.49'
C5	6.00'	4.71'	45°00'00"	4.59'	S 72°50'50" W	2.49'
C6	6.00'	0.84'	08°04'01"	0.84'	N 80°37'10" W	0.42'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 17°22'46" E	70.77'

GRAPHIC SCALE



PLAT SHOWING VIRGINIA ELECTRIC AND POWER COMPANY SUBTERRANEAN AND CONSTRUCTION EASEMENTS PARCEL 15 POTOMAC YARD NORTH ARLINGTON

DEED BOOK 2968, PAGE 1845
ARLINGTON COUNTY, VIRGINIA
SCALE: 1"=50' DATE: 02/02/11
DRAWN: MB CHECKED: BWS



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Vicinity Map
Underground Electric Power Line Easement
Parcel 15 Potomac Yard North
RPC# 34024347

