



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of April 16, 2011

DATE: March 10, 2011.

SUBJECT: Authorization to Accept Easements Offered to the County on Portions of the Property Located at 1410 North Quinn Street, Arlington, Virginia (RPC #17-026-019) and 1726 16th Street North, Arlington, Virginia (RPC #17-026-014).

C. M. RECOMMENDATION:

1. Approve the attached Deed of Easement for a portion of the property located at 1410 North Quinn Street, Arlington, Virginia (RPC #17-026-019);
2. Approve the attached Deed of Temporary Easement, Construction and Wall Maintenance Agreement for a Portion of the Property Located at 1726 16th Street North, Arlington, Virginia (RPC #17-026-014); and
3. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept, on behalf of the County Board, the attached Deeds, subject to approval thereof as to form by the County Attorney.

ISSUE: This is a request for the County Board to approve and authorize the acceptance of one permanent easement and one temporary easement, construction and wall maintenance agreement, for a Neighborhood Conservation project involving the installation of new sidewalks, curb and gutter, retaining wall, and sanitary sewer infrastructure along North Quinn Street. No issues have been identified.

SUMMARY: The Department of Environmental Services and the Department of Community Planning and Housing Development have designed a sidewalk, curb and gutter, retaining wall, and sanitary sewer installation project along North Quinn Street from 16th Street North to 14th Street North. As part of this project, the County needs certain permanent and temporary easements on two parcels. Both of the following attached Deeds of Easement (Attachments 1 and 2) have been signed on behalf of the respective property owners.

BACKGROUND: This Neighborhood Conservation project in Radnor/Ft. Myer Heights includes a parcel located at 1410 North Quinn Street (RPC #17-026-019) situated on the west side of North Quinn Street and a parcel located at 1726 16th Street North (RPC #17-026-014).

County Manager:

County Attorney:

16.

Staff: Lynne Porfiri and Mike Halewski, DES, Real Estate Bureau

situated at the southwest corner of the intersection of North Quinn Street and 16th Street North. The proposed easements are located on the North Quinn Street sides of the respective parcels. The locations of the parcels and the easements that are the subject of this report are more particularly shown on the Vicinity Maps, attached as Attachments 4, 5 and 6.

DISCUSSION: All deeds conveying property to the County Board must be accepted by, or on behalf of, the County Board in order to be valid. These two easements are necessary for the construction of this Department of Environmental Services and Department of Community Planning and Housing Development Neighborhood Conservation project. The two Deeds of Easement were signed by the respective property owners, and received in the office of the Department of Environmental Services. The County Board's authorization for the Real Estate Bureau Chief, Department of Environmental Services to execute the deeds, indicating acceptance thereof, is being requested from the County Board.

The permanent easement area on a portion of 1410 North Quinn Street (RPC #17-026-019) is more particularly described in the plat attached to the Deed of Easement, entitled, "Plat Showing Easement Acquired for Public Sidewalk, Utilities and Drainage Purposes on Lot 9, Block 4, Fort Meyer Heights, Liber N-4, PG. 50, Arlington County, Virginia".

The temporary construction easement area on a portion of 1726 16th Street North (RPC #17-026-014) is more particularly described in the plan attached to the Deed of Easement, entitled, "Partial Plan View of Temporary Construction Easement Plan, N Quinn St., 16th Street N to 14th Street N".

FISCAL IMPACT: Because the easements will be conveyed to the County Board for nominal consideration, there will be no significant fiscal impact for the acquisition of the easements.

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
 Engineering & Capital Projects Division
 Department of Environmental Services
 Arlington County Government
 2100 Clarendon Boulevard, Suite 800
 Arlington, Virginia 22201

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

DEED OF EASEMENT

This DEED OF EASEMENT is made this 13th day of December, 2010, by **THOMAS KELLER PROPERTIES, LLC**, a Virginia limited liability company ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

For and in consideration of the sum of One Dollar (\$1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **forty-five (45)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Public Sidewalk, Utilities and Drainage Purposes on Lot 9, Block 4, Fort Meyer Heights, Liber N-4, Pg. 50, Arlington County, Virginia**", which plat was approved on **September 9, 2010** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"). The Easement Area is a portion of the same property acquired by the Grantor by deed dated **June 27, 2008**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4201** at Page **228**, and more particularly described therein as "**Lots numbered Nine and Ten (9 and 10), Block numbered Four (4), FORT MEYER HEIGHTS, as the same appear duly dedicated, platted and recorded in Deed Book N#4, at Page 50, among the land records of Arlington County, Virginia**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and storm drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

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

Grantor covenants that Grantor is seized of and has the right to convey the Easement, and that Grantor shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

WITNESS the following signature(s):

GRANTOR: **THOMAS KELLER PROPERTIES, LLC,**
a Virginia limited liability company

BY: [Signature]
NAME: ROBERT T. FERGUSON, JR
DATE: 12/13/10

State: Virginia :
County: Arlington :

The foregoing instrument was acknowledged before me on this 13th day of Dec, 2010, by Robert T. Ferguson Jr, owner, on behalf of **THOMAS KELLER PROPERTIES, LLC**, a Virginia limited liability company, Grantor.

Notary Public: [Signature]
My Commission expires: 8/31/11

ROBERT L. NICHOLS
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY REGISTRATION NUMBER: 329158
MY COMMISSION EXPIRES AUGUST 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

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 18°14'22" W	4.98'
L2	N 06°38'39" W	42.31'



OWNER: THOMAS KELLER PROPERTIES, LLC
 D.B. 4201, PG. 228
 ADDRESS: 1410 N. QUINN STREET

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

PLAT SHOWING

EASEMENT ACQUIRED FOR
 PUBLIC SIDEWALK, UTILITIES AND
 DRAINAGE PURPOSES ON

LOT 9, BLOCK 4

FORT MEYER HEIGHTS

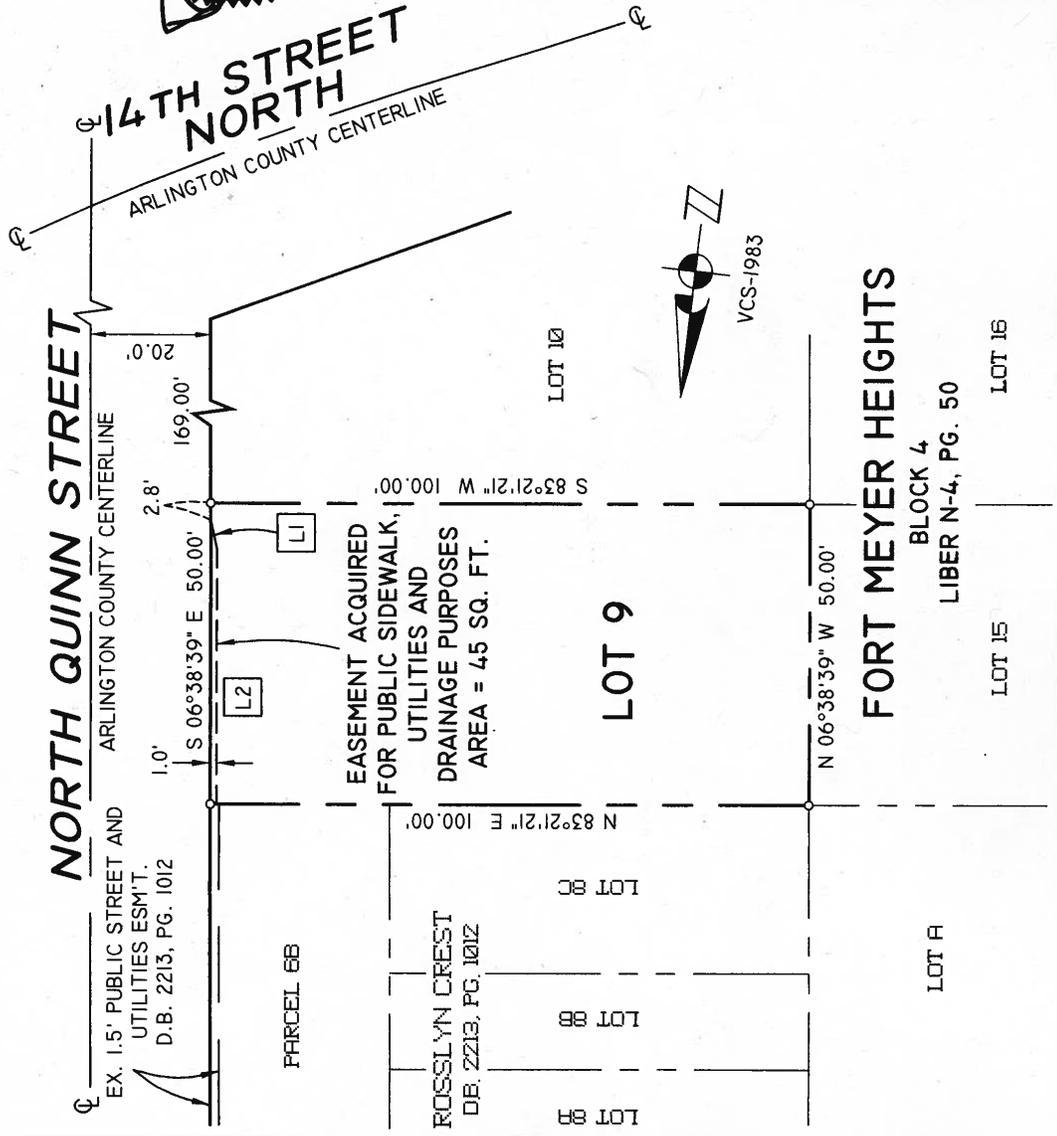
LIBER N-4, PG. 50
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
 CADD FILE: Q:\DATA\PLATS\MAP44\15\RPC17026019.DWG
 DRAWN BY: DWR
 CHECKED BY: RLF

APPROVED: 9-9-10
 APPROVED: 9-9-2010

Robert L. Franca
 COUNTY SURVEYOR

Stevie Johnson
 SUBDIVISION & BONDS ADMINISTRATOR



NORTH QUINN STREET

EX. 1.5' PUBLIC STREET AND
 UTILITIES ESM'T.
 D.B. 2213, PG. 1012

ARLINGTON COUNTY CENTERLINE

14TH STREET NORTH
 ARLINGTON COUNTY CENTERLINE

FARCEL 68

EASEMENT ACQUIRED
 FOR PUBLIC SIDEWALK,
 UTILITIES AND
 DRAINAGE PURPOSES
 AREA = 45 SQ. FT.

LOT 9

FORT MEYER HEIGHTS

BLOCK 4
 LIBER N-4, PG. 50

LOT 8

LOT 15

LOT 16

LOT 10



1.0'
 S 06°38'39" E 50.00'

L2

L1

20.0'

2.8'

169.00'

S 83°21'21" W 100.00'

N 83°21'21" E 100.00'

N 06°38'39" W 50.00'

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Real Estate Bureau Chief
 Engineering & Capital Projects Division
 Department of Environmental Services
 Arlington County Government
 2100 Clarendon Boulevard, Suite 800
 Arlington, Virginia 22201

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

**DEED OF TEMPORARY EASEMENT, CONSTRUCTION
 AND WALL MAINTENANCE AGREEMENT**

This **DEED OF TEMPORARY EASEMENT, CONSTRUCTION AND WALL MAINTENANCE AGREEMENT** is made this 10th day of March, 2011, by 16 QUINN, L.C., a Virginia limited liability company ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

For and in consideration of the sum of One Dollar (\$1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a temporary easement to abandon and remove an existing sanitary sewer line and junction structure, construct a retaining wall and a relocated sanitary sewer lateral, (the "Improvements") on a portion of Grantor's property, more specifically described as an area of real estate containing approximately **eight hundred twenty-seven (827)** square feet of land (the "Temporary Easement") situated in Arlington County, Virginia, as may be seen on the plans attached hereto and made a part hereof, entitled "**PARTIAL PLAN VIEW OF TEMPORARY CONSTRUCTION EASEMENT PLAN, N QUINN ST. 16TH STREET N TO 14TH STREET N**", which plans are dated **September 2, 2010** (the "Plans"), said Temporary Easement area being a portion of the property at **Lots lettered "G" and "F" of the resubdivision of Lots numbered 1, 2, 3, 4, 11, 12, 13 and 14, Block 4, of the Subdivision of Fort Myer Heights, as the same is shown on a plat attached to the Deed of Trust fro Carter D. Swansen et ux to Clarence E. Kefauver et al, Trustees, dated July 10, 1940 in Deed Book 506 at page 127, said Subdivision of Fort Myer Heights originally duly dedicated, platted and recorded in Deed Book N-4 at Page 50 and 51, et seq., among the land records of Arlington County, Virginia, acquired by the Grantor by deed dated September 15, 2004 and recorded in Deed Book 3756 at Page 53 among the Land Records of Arlington County, Virginia, and more particularly described therein (the "Property"), together with the right of Grantee to use the Temporary Easement area to construct the Improvements, including accessories and appurtenances thereto (the**

“Project”), as shown on the Plans, a copy of which Plans are on file in the Arlington County Department of Environmental Services, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, to the above-described Temporary Easement area.

The Improvements shall become the property of the Grantor upon the Project construction completion date (“Transfer Date”), as such Transfer Date is noted in the Engineering Bureau’s Project files, located in the Department of Environmental Services. Grantor and Grantor’s successors in title shall thereafter, without any further documents being executed, maintain the Improvements constructed within the Temporary Easement as shown on the Plans. The maintenance of the retaining wall by the Grantor and Grantor’s successors in title and interest shall continue until such time as Grantor, or its successors in title, and Grantee (by the Director of the Arlington County Department of Environmental Services) agree in writing that the continued existence of the retaining wall is no longer necessary to protect the integrity of the County’s adjacent sidewalk.

All maintenance of the Improvements shall be performed in accordance with the then applicable County construction standards and specifications (the "Standards"), and all laws, ordinances, codes and regulations. If, in the County's opinion, the improvements are not being so maintained, or if in the County's opinion, the Improvements are a threat to the health, safety or welfare of the public, then the County shall give the Grantor or its successors in title, written notice by registered or certified mail, return receipt requested (the “Written Notice”), which Written Notice shall request Grantor to bring the Improvements into compliance with the Standards, laws, ordinances, codes and regulations, or to remove the threat to the health, safety and welfare of the public (the “Work”). The Work shall be completed by Grantor within thirty (30) days after Grantor’s receipt of the Written Notice (the “Cure Period”). If, after receipt of written notice from the Grantor or its successors in title, the County determines that: (i) the Work is not capable of being completed within the Cure Period; (ii) Grantor or its successors in title expeditiously commences the Work within the Cure Period; and (iii) Grantor or its successors in title diligently proceeds with such Work; then the Cure Period will be extended by written notice from the County to the Grantor or its successors in title, for the time necessary to complete the Work.

If the Work is not completed to the County's reasonable satisfaction after the Written Notice and expiration of any applicable Cure Period, then the Grantor, its successors in title and interest: (i) hereby grant to the County the right to enter the Temporary Easement area to perform the Work necessary to bring the improvements into compliance; (ii) shall be liable for, and charged with, or assessed the cost and expenses of such Work performed by, or on behalf of, the County, and all costs and expenses, including reasonable attorneys’ fees, incurred by the County to collect such costs and expenses owed to the County and to enforce the maintenance obligations of the Grantor, its successors in title and interest, to maintain the Improvements.

This Wall Maintenance Agreement shall run with the land and be binding upon the Grantor and its successors in title and interest.

Grantor covenants that Grantor is seized of and has the right to convey to the Grantee the Temporary Easement, and that Grantor shall make no use of the Temporary Easement area which is inconsistent with the rights hereby conveyed.

The Temporary Easement created by this Deed of Temporary Easement, Construction and Wall Maintenance Agreement shall begin upon the date of acceptance of this Deed of Temporary Easement by the Grantee. The Temporary Easement shall expire upon the earlier to occur of: 1) the Transfer Date; 2) written notification from the Grantee to the Grantor of the termination of the Temporary Easement; or 3) December 31, 2011. Notwithstanding the foregoing: a) the obligation to maintain the Improvements shall continue after the Transfer Date and shall not expire, but shall run with the land as provided herein; and b) the County's right to enter the Temporary Easement area to perform the work necessary to bring the Improvements into compliance shall not expire, but shall continue notwithstanding anything herein to the contrary.

Grantee agrees that, as soon as practicable after the completion of construction of the Improvements within or adjacent to the Temporary Easement, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area on and adjacent to the Temporary Easement area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas on or adjacent to the Temporary Easement; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Temporary Easement that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Temporary Easement; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

This Deed of Temporary Easement, Construction and Wall Maintenance Agreement covers all agreements between the parties hereto and shall be binding upon the Grantor, his/her/its successors in title and interest. No representations or statements have been made which would modify, add to or change the terms of this Deed of Temporary Easement Construction and Wall Maintenance Agreement.

This Deed of Temporary Easement, Construction and Wall Maintenance Agreement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

This Deed of Temporary Easement, Construction and Wall Maintenance Agreement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

GRANTOR: 16 QUINN, L.C., a Virginia limited liability company

BY: Robert A. Clohan III
NAME: Robert A. Clohan, III
TITLE: Manager
DATE: March 10, 2011

State: Virginia
County: Fairfax

The foregoing instrument was acknowledged before me on this 10th day of March, 2011, by Robert A. Clohan III, the Manager of 16 QUINN, L.C., a Virginia limited liability company, Grantor.

Notary Public: Barbara F. Faucette
My Commission expires: 02/29/2012



GRANTEE:

Accepted this _____ day of _____, 20____, on behalf of the County Board of Arlington County, Virginia, as authorized by Virginia Code § 15.2-726(B).

By: _____
County Manager

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 and politic, this _____ day of _____, 20____.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

Vicinity Map
N Quinn St from 16th St N to 14th St N
RPC# 17026014 & 17026019

ATTACHMENT 3



16TH ST. N.

Proposed Retaining Wall

17026014

Temporary Construction Easement

N. QUINN ST.

N. RHODES ST.

5A
5B
6A
6B
6C
7A
7B
7C
8A
8B
8C

PARCELA A

Easement Acquired for Public Sidewalk, Utilities, & Drainage

17026019

Temporary Construction Easement

N. QUINN ST.

0 50 Feet

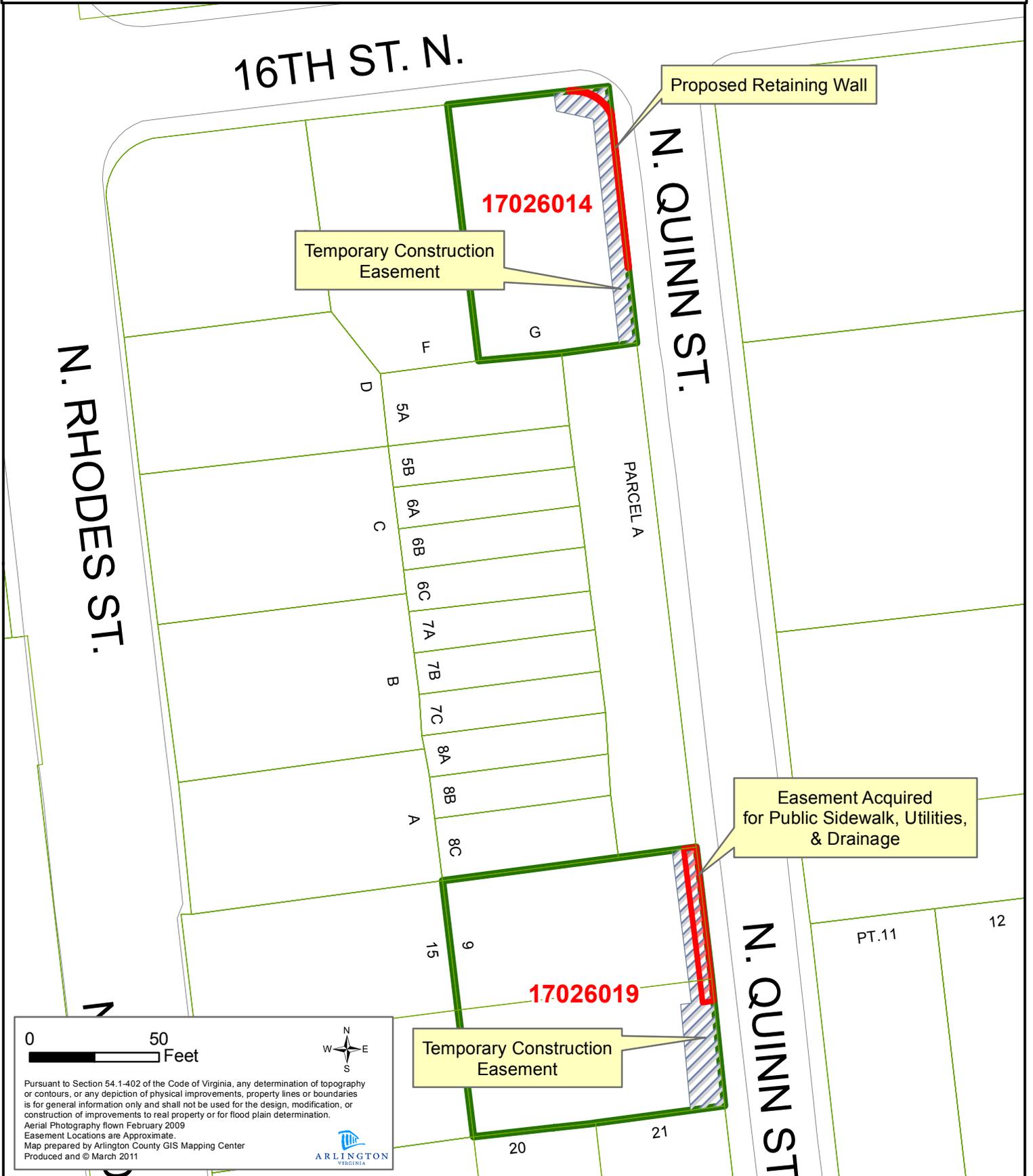


Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. Aerial Photography flown February 2009. Easement Locations are Approximate. Map prepared by Arlington County GIS Mapping Center. Produced and © March 2011



Vicinity Map
N Quinn St from 16th St N to 14th St N
RPC# 17026014 & 17026019

ATTACHMENT 4



0 50 Feet



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. Aerial Photography flown February 2009. Easement Locations are Approximate. Map prepared by Arlington County GIS Mapping Center. Produced and © March 2011

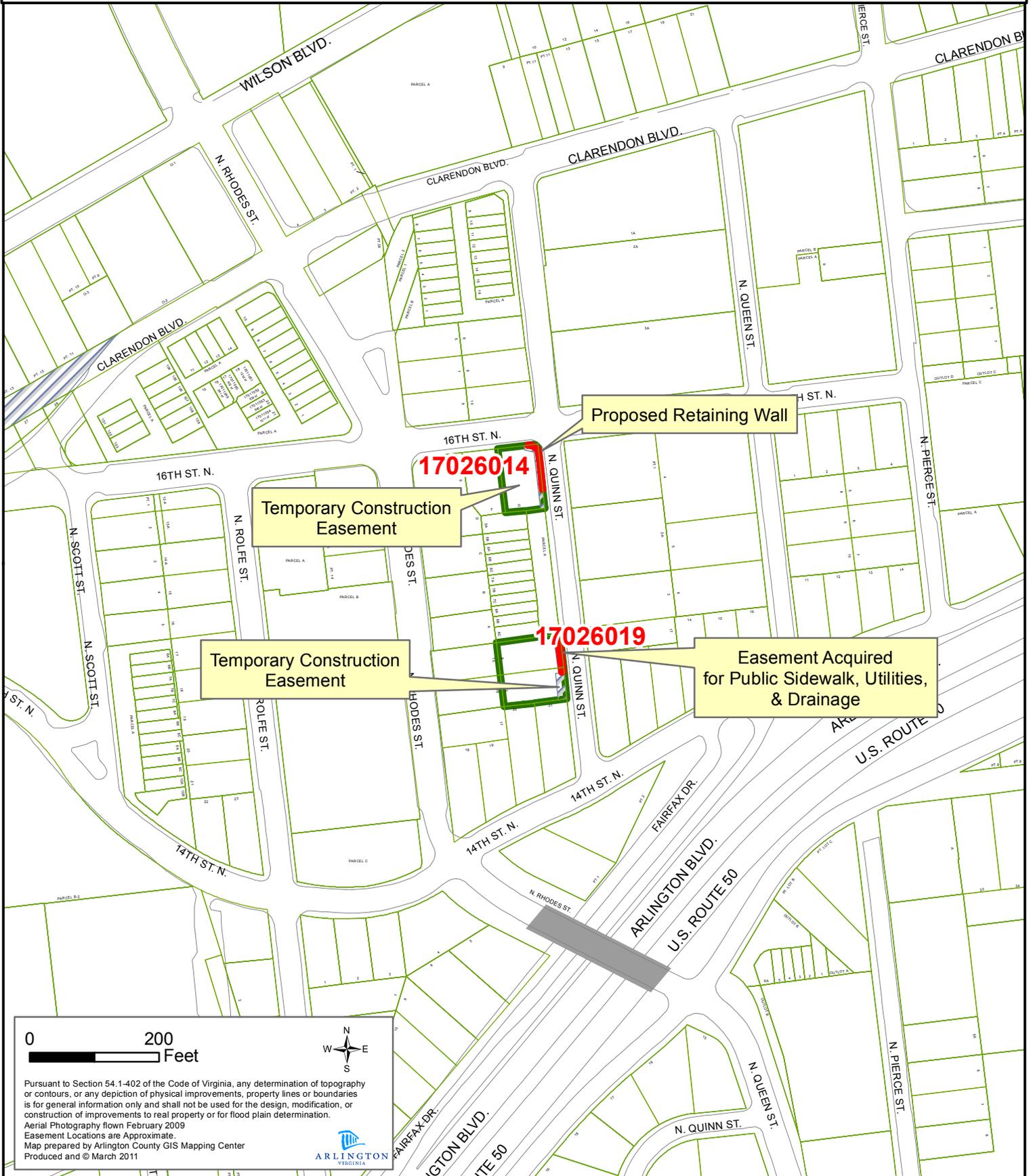


Vicinity Map

N Quinn St from 16th St N to 14th St N

RPC# 17026014 & 17026019

ATTACHMENT 5



Proposed Retaining Wall

17026014

Temporary Construction Easement

17026019

Temporary Construction Easement

Easement Acquired for Public Sidewalk, Utilities, & Drainage

0 200 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. Easement Locations are Approximate. Map prepared by Arlington County GIS Mapping Center. Produced and © March 2011.

