



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of April 16, 2011**

DATE: April 1, 2011

SUBJECT: Authorization to Accept Deeds of Easement for Various Purposes on Portions of the Properties Located at 1601 and 1605 North Randolph Street (RPC#s 06-014-101 and 06-014-110); 1609 North Randolph Street (RPC# 06-014-111); 1613 North Randolph Street (RPC# 06-014-112); 1617 North Randolph Street (RPC# 06-014-017); 1621 North Randolph Street (RPC# 06-014-016); 1627 North Randolph Street (RPC# 06-014-095); and 1631 North Randolph Street, Arlington, Virginia (RPC# 06-014-015); and all concerning Project# N488.

C. M. RECOMMENDATION:

Adopt the Motion, attached to this report, designated as Exhibit 1, approving Deeds of Easement for various purposes described in the Motion, and authorizing the acceptance thereof by the Real Estate Bureau Chief, Department of Environmental Services, or his designee, subject to approval as to form by the County Attorney.

ISSUE: This is a request for the County Board to approve and authorize the acceptance of permanent easements for a Neighborhood Conservation project involving the construction of new sidewalks, curb and gutter; storm water drainage pipes and catch basins; water meters; and LED Carlyle-style streetlights. No issues have been identified.

SUMMARY: The Department of Environmental Services and the Department of Community Planning and Housing Development designed a sidewalk, curb and gutter, storm water drainage, water main, and streetlight installation project along North Randolph Street from 15th Street North to 17th Street North. To construct this project (N. Randolph Street – 15th St. N. to 17th St. N. – Project# N488), the County needs to acquire seven (7) permanent easements for the above purposes. All of the attached Deeds of Easement and accompanying plats (Attachments 1 through 7) have been signed on behalf of the respective property owners.

BACKGROUND: This Neighborhood Conservation project in Cherrydale will include installation of sidewalk, curb and gutter on the west side of the street only on North Randolph Street from 15th Street North to 17th Street North, and curb and gutter only on the east side of said street. The proposed permanent easements are all located on the east side of North Randolph Street. 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 8, 9 and 10.

County Manager:		
County Attorney:		
Staff: Lynne Porfiri and Kevin Connolly, DES, Real Estate Bureau		

The proposed public sidewalk will provide better pedestrian accessibility to the residences on the westerly side of North Randolph Street. The new curb and gutter will define the edge of the street so that sheet flows of surface water run-off will be channeled into new catch basins serving new storm water drainage pipes. These improvements will prevent water from pooling in the public right of way in front of the residences while the proposed full depth paving will extend the life of the road and sub-road improvements to their maximum life expectancy. County water meters will be placed on private property within the boundaries of County easements, outside of the road and roadway corridor, to assist in their serviceability and to prevent premature deterioration.

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 Deeds of Easement are necessary for the construction of this Department of Environmental Services and Department of Community Planning and Housing Development project. These easements were signed on behalf of the respective property owners, and received in the office of the Department of Environmental Services. By the attached Motion (Exhibit 1), the County Board will approve the subject Deeds of Easement. The County Board's authorization for the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services to execute the deeds, indicating acceptance thereof, is also being requested for this project.

The attached Vicinity Maps (Attachments 8, 9, and 10) show the locations of the properties. The locations, real property codes, types of easements being acquired, the area to which the easement relates and any further discussion of the significance of the easements requested are more fully described below:

- Plat Entitled "Plat Showing Easement Acquired for Public Sidewalk, Utilities and Drainage Purposes on Lots 10D and 10E, A.A. Topley Subdivision, D.B. 3390, PG. 1662, D.B. 4356, PG. 2568, Arlington County, Virginia" approved June 7, 2010 – RPC#s 06-014-101 and 06-014-110 – 1601 and 1605 North Randolph Street. The area of the permanent easement is 684 square feet.
- Plat Entitled "Plat Showing Easement Acquired for Public Sidewalk, Utilities and Drainage Purposes on Lot 9E, A.A. Topley Subdivision, D.B. 4356, PG. 2615, Arlington County, Virginia" approved September 9, 2010 – RPC# 06-014-111 – 1609 North Randolph Street. The area of the permanent is 275 square feet.
- Plat Entitled "Plat Showing Easement Acquired for Public Sidewalk, Utilities and Drainage Purposes on Lot 9D, A.A. Topley Subdivision, D.B. 4356, PG. 2615, Arlington County, Virginia" approved September 9, 2010 – RPC# 06-014-112 – 1613 North Randolph Street. The area of the permanent is 275 square feet.
- Plat Entitled "Plat Showing Easement Acquired for Public Sidewalk, Utilities and Drainage Purposes on Part Lot 8, A.A. Topley Subdivision, D.B. 121, PG. 174, Arlington

County, Virginia” approved January 20, 2011 – RPC# 06-014-117 – 1617 North Randolph Street. The area of the permanent is 154 square feet.

- Plat Entitled “Plat Showing Easement Acquired for Water Meter Purposes on Part Lot 8, A.A. Topley Subdivision, D.B. 121, PG. 174, Arlington County, Virginia” approved March 31, 2010 – RPC# 06-014-116 – 1621 North Randolph Street. The area of the permanent is 20 square feet.
- Plat Entitled “Plat Showing Easement Acquired for Water Meter Purposes on Lot 7-B, Hollyrand, D.B. 2458, PG. 574, Arlington County, Virginia” approved March 31, 2010 – RPC# 06-014-095 – 1627 North Randolph Street. The area of the permanent is 25 square feet.
- Plat Entitled “Plat Showing Easement Acquired for Water Meter Purposes on Lot 7-A, Hollyrand, D.B. 2458, PG. 574, Arlington County, Virginia” approved March 31, 2010 – RPC# 06-014-015 – 1631 North Randolph Street. The area of the permanent is 20 square feet.

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

MOTION

I move that the County Board of Arlington County, Virginia:

- A. Approve Deeds of Easement for Various Purposes on Portions of the Properties Located at 1601 and 1605 North Randolph Street (Public Sidewalk, Utilities and Drainage Purposes) (RPC#s 06-014-101 and 06-014-110); 1609 North Randolph Street (Public Sidewalk, Utilities and Drainage Purposes) (RPC# 06-014-111); 1613 North Randolph Street (Public Sidewalk, Utilities and Drainage Purposes) (RPC# 06-014-112); 1617 North Randolph Street, (Public Sidewalk, Utilities and Drainage Purposes) (RPC# 06-014-017); 1621 North Randolph Street (Water Meter Purposes) (RPC# 06-014-016); 1627 North Randolph Street (Water Meter Purposes) (RPC# 06-014-095); and 1631 North Randolph Street, Arlington, Virginia (Water Meter Purposes) (RPC# 06-014-015); all concerning Project# N488; and,
- B. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept, on behalf of the County Board, the attached Deeds of Easement, subject to approval as to form by the County Attorney.

**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 20 day of Sept., 2010, by **WILLIAM R. BODE** and **BEVERLY JANE BERGER** ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("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, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Six Hundred Eighty-four (684)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on Lots 10D and 10E on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Public Sidewalk, Utilities and Drainage Purposes on Lots 10D and 10E, A. A. Topley Subdivision, D.B. 3390, PG. 1662, D.B. 4356, PG. 2568, Arlington County, Virginia**" which plat was approved on **June 7, 2010** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said areas being portions of Lot 10D and Lot 10E, acquired by Grantors by deeds more particularly described in "**Addendum A**" attached hereto, subject to all easements, conditions and restrictions of record (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.

Project: N. Randolph St - 15th St. N. to 17th St. N. - Project # N488 (the "Project")
 RPC: 06014101
 06014110
 Address: 1601 & 1605 North Randolph Street, Arlington, Virginia

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors 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 Grantors: (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.

WITNESS the following signature(s):

[Signatures and Seals appear on the following pages]

GRANTOR:
William R. Bode
WILLIAM R. BODE

State: VIRGINIA
County: FAIRFAX

The foregoing instrument was acknowledged before me on this 20 day of SEPT, 2010, by William R. Bode, Grantor.

Notary Public: [Signature]
My Commission expires: 04/30/2013



GRANTOR:
Beverly Jane Berger
BEVERLY JANE BERGER

State: VIRGINIA
County: FAIRFAX

The foregoing instrument was acknowledged before me on this 20 day of SEPT, 2010, by Beverly Jane Berger, Grantor.

Notary Public: [Signature]
My Commission expires: 04/30/2013



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

Schedule A

Lot 10 D

Acquired by Grantors by virtue of deeds recorded in Deed Book 2514 at Page 434, Deed Book 3076 at Page 382 and Deed Book 3081 at Page 114, the same property having been subdivided by Grantors, as the sole owners and proprietors by deed dated October 19, 2002, recorded in Deed Book 3390 at Page 1662 among the land records of Arlington County, Virginia, more fully described as:

Lot 10D of the A. A. Topley Subdivision, being a part of a resubdivision of Lots 10A, 10B, and part of Lot 9 as shown on a plat attached to a Deed of Resubdivision and Easement dated October 19, 2002, recorded in Deed Book 3390 at Page 1662 among the Land Records of Arlington County, Virginia.

Lot 10 E

Acquired by Grantors by virtue of a Deed of Resubdivision dated April 13, 2010, recorded in Deed Book 4356 at Page 2568 among the land records of Arlington County, Virginia, more fully described as:

Lot 10E of the A. A. Topley Subdivision, being a part of a resubdivision of Lots 9A, 9B, and 10C as shown on a plat attached to a Deed of Resubdivision dated April 13, 2010, recorded in Deed Book 4356 at Page 2568 among the Land Records of Arlington County, Virginia.

VCS 1983



17TH STREET NORTH

ARLINGTON CO. CENTERLINE
N65°23'03"W
PC = 7+08.29
R = 94.96'

R=28.00'
A=57.49'

ARLINGTON CO. CENTERLINE
N03°01'28"W

P.O.C. 7+50.25 17TH STREET N.
P.I. 0+00 N. RANDOLPH STREET
Δ = 120°09'28" LT.

MATCH LINE

IOE

SE
A. A. TOPLEY
SUBDIVISION
DB. 4356, PG. 2615

N86°58'32"E

100.00'

15.79'

15.95'

327.89'

4.23'

IOD

EASEMENT ACQUIRED FOR
PUBLIC SIDEWALK, UTILITIES
AND DRAINAGE PURPOSES
AREA = 684 S.F.

N86°58'32"E

124.20'

61.55'

5.50'

62.65'

20.79'

4.84'

N03°01'28"E

124.20' (TOTAL)

62.65'

4.84'

N86°58'32"E

20.79'

NORTH RANDOLPH STREET
(VARIABLE WIDTH)

MATCH LINE

VCS 1983



10
A. A. TOPLEY
SUBDIVISION
DB. 422, PG. 247

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

PLAT SHOWING

EASEMENT ACQUIRED FOR
PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
LOTS 10D AND 10E

A. A. TOPLEY SUBDIVISION

D.B. 3390, PG. 1662
D.B. 4356, PG. 2568
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
DRAWN BY: RLF
CHECKED BY: JMB

CADD FILE: PLATS\MAP\313\RPC06014101.DWG

APPROVED: 6-4-10

Robert L. Franca
COUNTY SURVEYOR

APPROVED: 6-7-2010
SUBDIVISION & BONDS ADMINISTRATOR



GRAPHIC SCALE



SCALE: 1" = 25'

RPC 06014101
RPC 06014110
OWNER: WILLIAM R. BODE
& BEVERLY JANE BERGER
D.B. 3390, PG. 1662
D.B. 4356, PG. 2568
ADDRESS: 1601 N. RANDOLPH STREET
1605 N. RANDOLPH STREET

**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 1st day of March, 2011, by **JAMES RITTINGER and VICTORIA RITTINGER**, husband and wife, ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("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, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Two Hundred Seventy-five (275)** 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 9E, A. A. Topley Subdivision, D.B. 4356, PG. 2615, 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"), being a portion of the same property acquired by the Grantors by deed dated **August 26, 2010**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4388** at Page **1489**, and more particularly described therein as "**Lot 9E, of the A. A. Topley Subdivision, being a resubdivision of Lot 9C as shown on the plat attached to a Deed of Resubdivision recorded in Deed Book 4356 at Page 2615 and as previously resubdivided in Deed Book 4356 at page 2563 and Deed Book 3390 at Page 1662; said subdivision duly dedicated, platted and recorded in Deed Book 2514 at Page 434, 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").

Project: N. Randolph St - 15th St. N. to 17th St. N. - Project # N488 (the "Project")
 RPC: 06014111
 Address: 1609 North Randolph Street, Arlington, Virginia

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.

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors 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 Grantors: (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.

WITNESS the following signature(s):

[Signatures and seals appear on the following pages]

GRANTOR:

J M R
JAMES RITTINGER

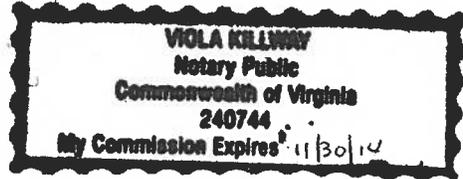
State: VIRGINIA

County: FAIRFAX

The foregoing instrument was acknowledged before me on this 1st day of MARCH, 2011, by James Rittinger, Grantor.

Notary Public: Viola Killway

My Commission expires: 11/30/14



GRANTOR:

Victoria Rittinger
VICTORIA RITTINGER

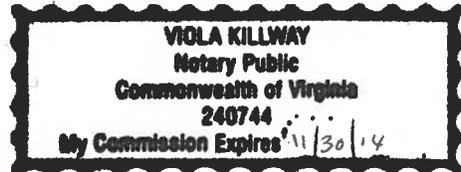
State: VIRGINIA

County: FAIRFAX

The foregoing instrument was acknowledged before me on this 1st day of MARCH, 2011, by Victoria Rittinger, Grantor.

Notary Public: Viola Killway

My Commission expires: 11/30/14



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____.

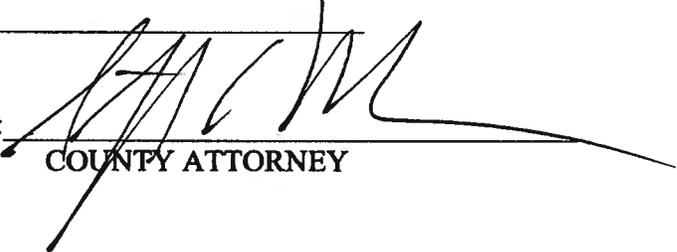
By: _____
For the County Board of Arlington County, Virginia

**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: _____

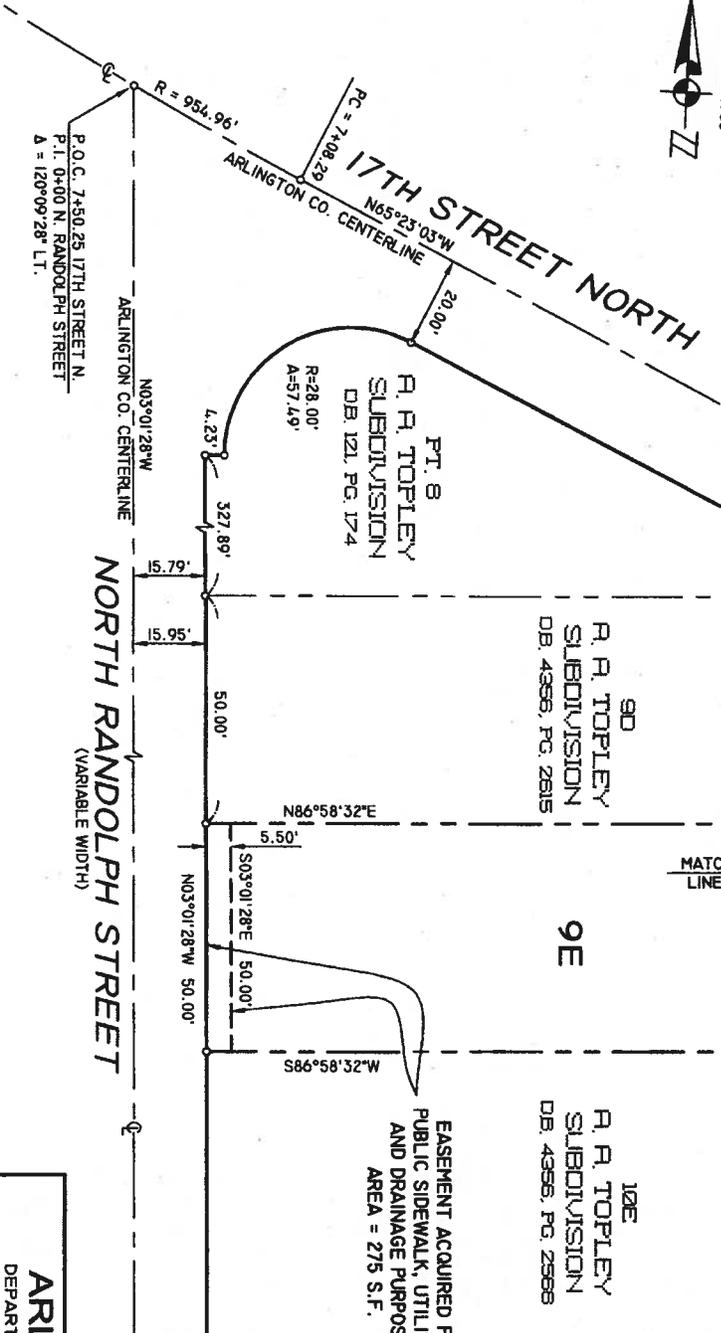
APPROVED AS TO FORM:


COUNTY ATTORNEY

VCS 1983



VCS 1983



RPC 0601/III
 OWNER: JAMES RITTINGER & VICTORIA RITTINGER
 D.B. 4388, Pg. 1489
 ADDRESS: 1609 N. RANDOLPH STREET



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

PLAT SHOWING
 EASEMENT ACQUIRED FOR
 PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
LOT 9E
A. A. TOPLEY SUBDIVISION
 D.B. 4356, Pg. 2615
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
 CADD FILE: PLATS\MAP43\151\RPC0601/III.DWG
 DRAWN BY: RLF
 CHECKED BY: JMB

APPROVED: 9-8-10
 COUNTY SURVEYOR
 APPROVED: 9-9-2010
 SUBDIVISION & BONDS ADMINISTRATOR

**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 10 day of Oct, 2010, by **BRIAN D. TALBOT and KARA E. TURESKI** ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("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, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Two Hundred Seventy-five (275)** 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 9D, A. A. Topley Subdivision, D.B. 4356, PG. 2615, 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"), being a portion of the same property acquired by the Grantors by deed dated **August 12, 2010**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4385** at Page **88**, and more particularly described therein as "**Lot 9D, of the A. A. Topley Subdivision, being a resubdivision of Lot 9C as shown on the plat attached to a Deed of Resubdivision recorded in Deed Book 4356 at Page 2615 and as previously resubdivided in Deed Book 4356 at page 2563 and Deed Book 3390 at Page 1662; said subdivision duly dedicated, platted and recorded in Deed Book 2514 at Page 434, 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.

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors 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 Grantors: (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.

WITNESS the following signature(s):

[Signatures and seals appear on the following pages]

GRANTOR:

Brian D. Talbot
BRIAN D. TALBOT

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 16 day of 10, 2010, by **Brian D. Talbot**, Grantor.

Notary Public: Barbara Grosova
My Commission expires: Aug 31-2013

BARBORA GROSOVA
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUG. 31, 2013
COMMISSION # 7274812

GRANTOR:

Kara E. Tureski
KARA E. TURESKI

State: VA
County: Arlington

The foregoing instrument was acknowledged before me on this 16th day of 10, 2010, by **Kara E. Tureski**, Grantor.

Notary Public: Barbara Grosova
My Commission expires: Aug 31-2013

BARBORA GROSOVA
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUG. 31, 2013
COMMISSION # 7274812

GRANTEE:

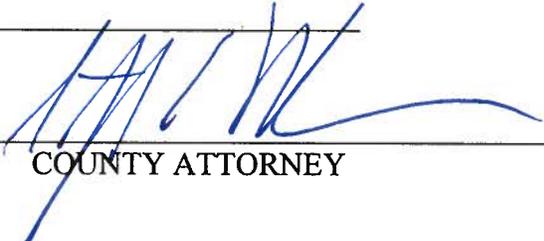
Accepted this ____ day of _____, 20____, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 20____.

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: _____

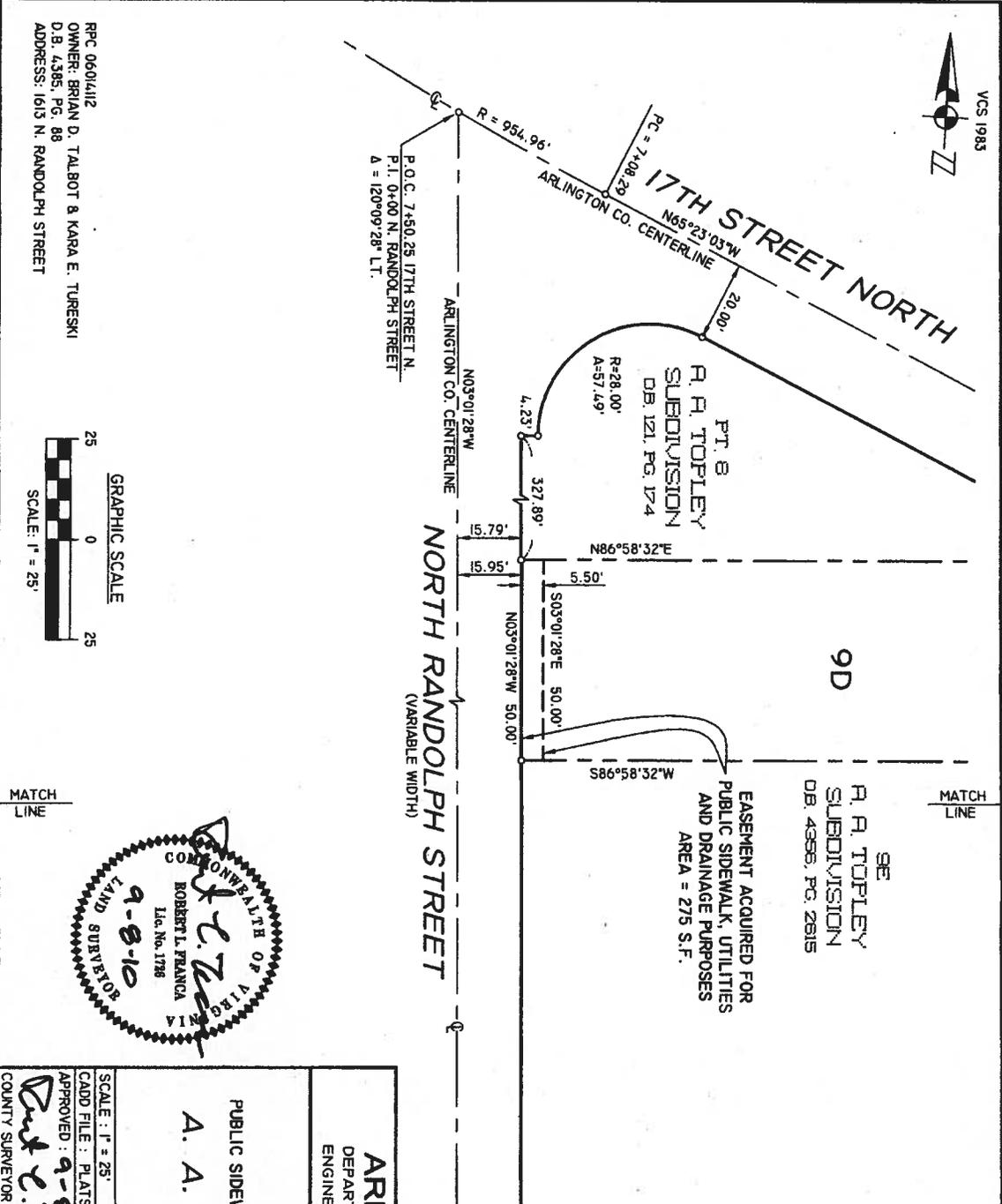
APPROVED AS TO FORM: 
COUNTY ATTORNEY



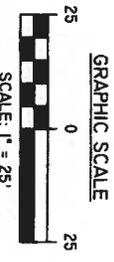
VCS 1983



VCS 1983



RPC 0601412
OWNER: BRIAN D. TALBOT & KARA E. TURESKI
D.B. 4385, PG. 88
ADDRESS: 1613 N. RANDOLPH STREET



<p>ARLINGTON, VIRGINIA DEPARTMENT OF ENVIRONMENTAL SERVICES ENGINEERING & CAPITAL PROJECTS DIVISION</p>	
<p>PLAT SHOWING EASEMENT ACQUIRED FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON LOT 9D A. A. TOPLEY SUBDIVISION D.B. 4356, PG. 2615 ARLINGTON COUNTY, VIRGINIA</p>	
<p>SCALE: 1" = 25'</p>	<p>DRAWN BY: RLF</p>
<p>CADD FILE: PLAT51MAP\2313\RPC0601412.DWG</p>	<p>CHECKED BY: JMB</p>
<p>APPROVED: 9-8-10</p>	<p>APPROVED: 9-9-2019</p>
<p>COUNTY SURVEYOR</p>	<p>SUBDIVISION & BONDS ADMINISTRATOR</p>

**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 25th day of February, 2011, by **STACIE A. CRADDOCK** and **ADAM B. BERMAN**, **Wife and Husband** ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("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, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **One Hundred Fifty-four (154)** 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 Part Lot 8, A. A. Topley Subdivision, D.B. 121, PG. 174, Arlington County, Virginia**" which plat was approved on **January 20, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantors by deed dated **December 22, 2000**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **3107** at Page **192**, and more particularly described therein as "**Being the southerly one-half of original Lot 8 of a subdivision of a part of the property of Mrs. A. A. Topley as same is dedicated, platted and recorded in Deed Book 121 at page 174, of the land records of Arlington County, Virginia, more particularly known and described as follows: Beginning at an iron pipe in the original East line of North Randolph Street (Douglas Street), said point of beginning marking the original Southwest corner of Lot 8, Northerly 56.075 feet to a point marking the Southwest corner of Minno, herein before as designated as Lot 8A in a Deed from Grace A. Donaldson et vir to Aldred H. Minno et ux and recorded in Deed Book 432 at page 465 of the land records of Arlington County, Virginia; thence with Minno's Southerly line and binding thereon Easterly 194.2 feet to a point in the Easterly line of original Lot 8; thence Southerly 56.075 feet to an iron pipe marking the Southeast corner of original Lot 8 thence Westerly with**

the line between original Lots 8 and 9 to the point of beginning, containing 10,870 square feet of land, more or less. 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 a water meter, public street lighting (including pole, pole base, brackets, wiring, conduit, cable, and fixtures), 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 water meter, public sidewalk, public street lighting (including pole, pole base, brackets, wiring, conduit, cable, and fixtures) 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.

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors 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 water meter, public street lighting (including pole, pole base, brackets, wiring, conduit, cable, and fixtures), public sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantors: (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 water meter, public street lighting (including pole, pole base, brackets, wiring, conduit, cable, and fixtures), public sidewalk, 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.

WITNESS the following signature(s):

GRANTOR:

Stacie A. Craddock
STACIE A. CRADDOCK

State: VA

County: Arlington

The foregoing instrument was acknowledged before me on this 25th day of February, 2011, by **Stacie A. Craddock**, Grantor.

Notary Public: *Stephanie Ann Woods*
My Commission expires: 12/31/2012



Stephanie Ann Woods
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7212350
My Commission Expires
December 31, 2012

GRANTOR:

Adam B. Berman
ADAM B. BERMAN

State: VA

County: Arlington

The foregoing instrument was acknowledged before me on this 25th day of February, 2011, by **Adam B. Berman**, Grantor.

Notary Public: *Stephanie Ann Woods*
My Commission expires: 12/31/2012



Stephanie Ann Woods
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7212350
My Commission Expires
December 31, 2012

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____.

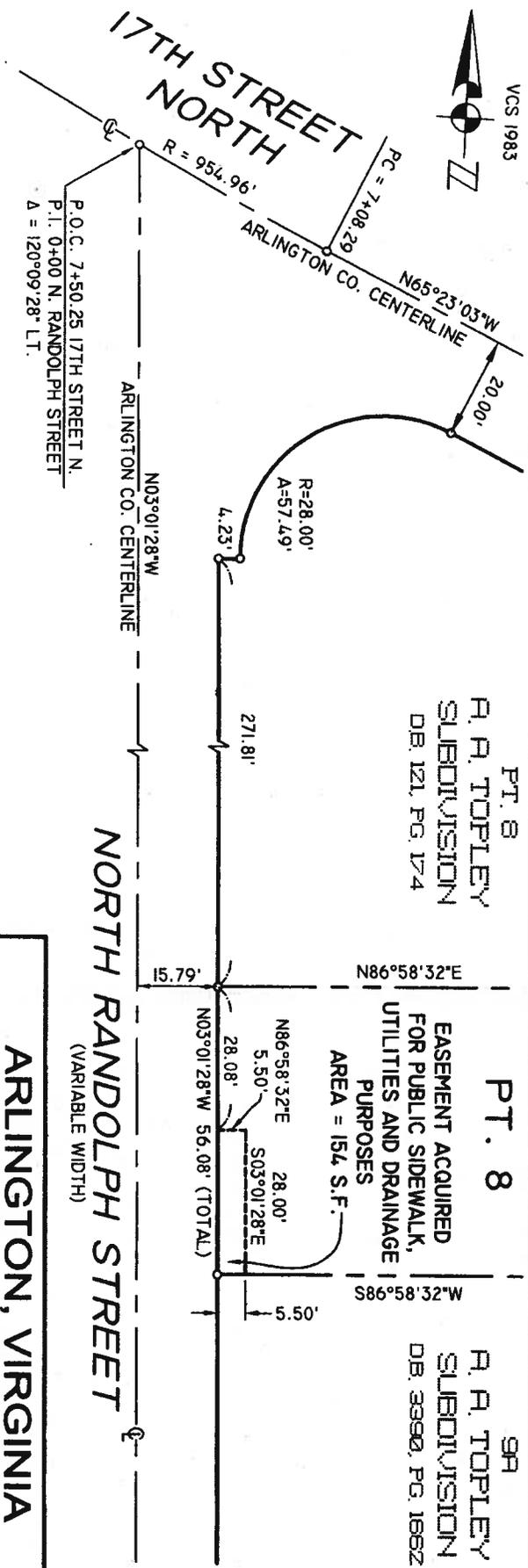
By: _____
For the County Board of Arlington County, Virginia

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



OWNER: STACIE A. CRADDOCK
 & ADAM B. BERMAN
 D.B. 3107, PG. 192
 RPC 0601/017
 ADDRESS: 1617 N. RANDOLPH STREET

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

PLAT SHOWING
 EASEMENT ACQUIRED FOR
 PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES
 ON PART LOT 8
A. A. TOPLEY SUBDIVISION
 D. B. 121, PG. 174,
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
 DRAWN BY: RLF
 CHECKED BY: JMB
 CADD FILE: PLATSMAPL3\13\RPC0601/017.DWG
 APPROVED: 1-20-11
 APPROVED: 1-20-2011
 COUNTY SURVEYOR
 SUBDIVISION & BONDS ADMINISTRATOR

**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 ___ day of _____, 20 __, by **FLORA ADAMS, TRUSTEE** of the **FLORA ADAMS REVOCABLE TRUST AGREEMENT** dated January 14, 2008 and any amendments thereto, ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("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 water meter purposes over, under, upon and across **Twenty (20)** 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 Water Meter Purposes on Part Lot 8, A. A. Topley Subdivision, D.B. 121, PG. 174, Arlington County, Virginia**" which plat was approved on **March 31, 2010** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantor by deed dated **January 14, 2008**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4161** at Page **942**, and more particularly described therein as "**All of the northerly one-half of Lot 8 of a subdivision of part of the property of A. A. Topley, as the same is shown upon a plat attached to a Deed dated August 20, 1909, recorded in Deed Book 121 at Page 174, being part of the property acquired by Grace A. Donaldson from Crandal Macke, Trustee, in Deed Book 121 at Page 182. The property hereby conveyed is more particularly described as: BEGINNING at a point in the Northwest corner of said Lot 8, thence in a Southerly direction along the Westerly line of said Lot a distance of 56.075 feet to a point; thence in an Easterly direction through said Lot 8 and parallel to the Northerly line of said Lot, a distance of 194.2 feet to a point in the Easterly line of said Lot 8, thence in a Northerly direction along the Easterly line of said Lot 8; a distance of 56.075 feet to the Northeast corner of said lot; thence along the line common to Lots 7 and 8, in a Westerly direction, a distance of 194.2 feet to the point of beginning**"

(the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove a water meter, 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 water meter 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 water meter 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 water meter 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.

WITNESS the following signature(s):

[Signatures and Seals appear on the following pages]

GRANTOR:

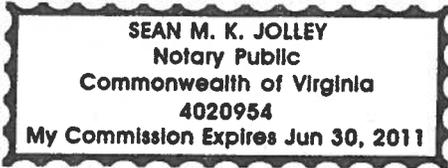
Flora Adams, Trustee
FLORA ADAMS, TRUSTEE

State: Virginia

County: City of Williamsburg

The foregoing instrument was acknowledged before me on this 25th day of AUGUST, 2010 by **Flora Adams, Trustee of the FLORA ADAMS REVOCABLE TRUST AGREEMENT** dated January 14, 2008 and any amendments thereto, Grantor.

Notary Public: [Signature]
My Commission expires: JUNE 30, 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____.

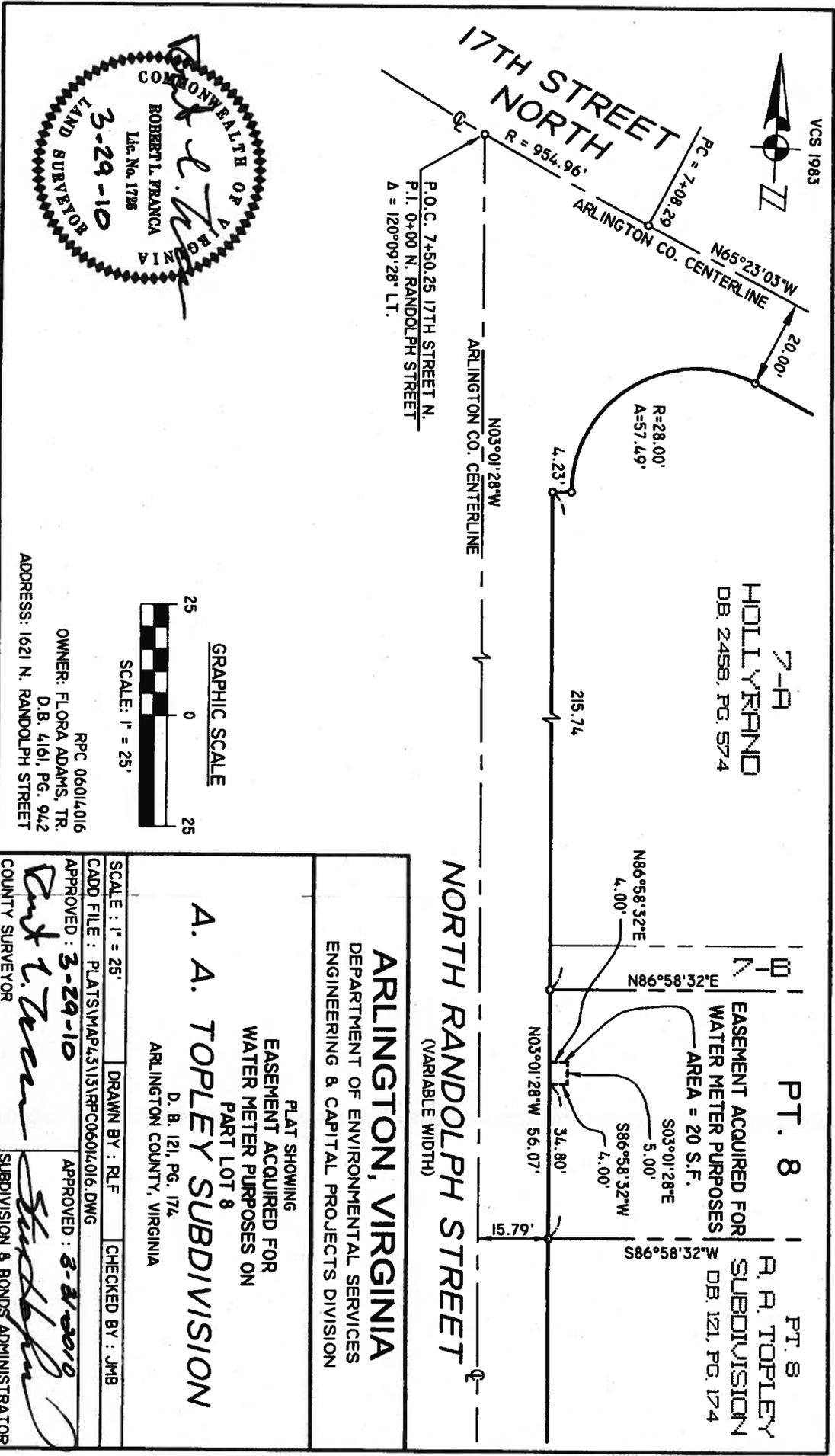
By: _____
For the County Board of Arlington County, Virginia

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



VCS 1983



RPc 0601/016
 OWNER: FLORA ADAMS, TR.
 D.B. 4161, PG. 94/2
 ADDRESS: 1621 N. RANDOLPH STREET

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

NORTH RANDOLPH STREET
 (VARIABLE WIDTH)

A. A. TOPLEY SUBDIVISION
 PART LOT 8
 D. B. 121, PG. 174
 ARLINGTON COUNTY, VIRGINIA

PLAT SHOWING
 EASEMENT ACQUIRED FOR
 WATER METER PURPOSES ON

SCALE: 1" = 25'	DRAWN BY: RLF	CHECKED BY: JMB
CADD FILE: PLAT51MAP43131R/C0601/016.DWG		
APPROVED: 3-29-10	APPROVED: 3-21-2010	
COUNTY SURVEYOR	SUBDIVISION & BONDS ADMINISTRATOR	

**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 7 day of Oct, 2010, by **ALEXANDER BRILL and JOHANNA ARENAZA, husband and wife**, ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("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, Grantors do hereby grant and convey unto the Grantee a perpetual easement for water meter purposes over, under, upon and across **Twenty-five (25)** 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 Water Meter Purposes on Lot 7-B, Hollyrand, D. B. 2458, PG. 574, Arlington County, Virginia**" which plat was approved on **March 31, 2010** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantors by deed dated **July 10, 2008**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4203** at Page **802**, and more particularly described therein as "**Lot 7-B, HOLLYRAND, as the same appears duly dedicated, platted and recorded pursuant to Section 15.1466(k) of the Code of Virginia, 1950, as amended in Deed Book 2458, at Page 574, 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 a water meter, 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 water meter 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.

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors 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 water meter within the Easement Area, the Grantee will, at no cost to the Grantors: (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 water meter 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.

WITNESS the following signature(s):

[Signatures and seals appear on the following pages]



GRANTOR: *Alex Brill*
ALEXANDER BRILL

State: VA
County: Arlington

The foregoing instrument was acknowledged before me on this 7th day of October, 2010, by **Alexander Brill**, Grantor.

Notary Public: *Laurindo Johnson*
My Commission expires: 01-14-13

LAURINDO JOHNSON
A Notary Public District of Columbia
My Commission Expires 01/14/13

GRANTOR: *Johanna Arenaza*
JOHANNA ARENAZA

State: DC
County: Washington

The foregoing instrument was acknowledged before me on this 28 day of Oct, 2010 by **Johanna Arenaza**, Grantor.

Notary Public: *Jennifer L. Harris*
My Commission expires: 7/14/2013

JENNIFER L. HARRIS
Notary Public District of Columbia
My Commission Expires 7/14/2013

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____.

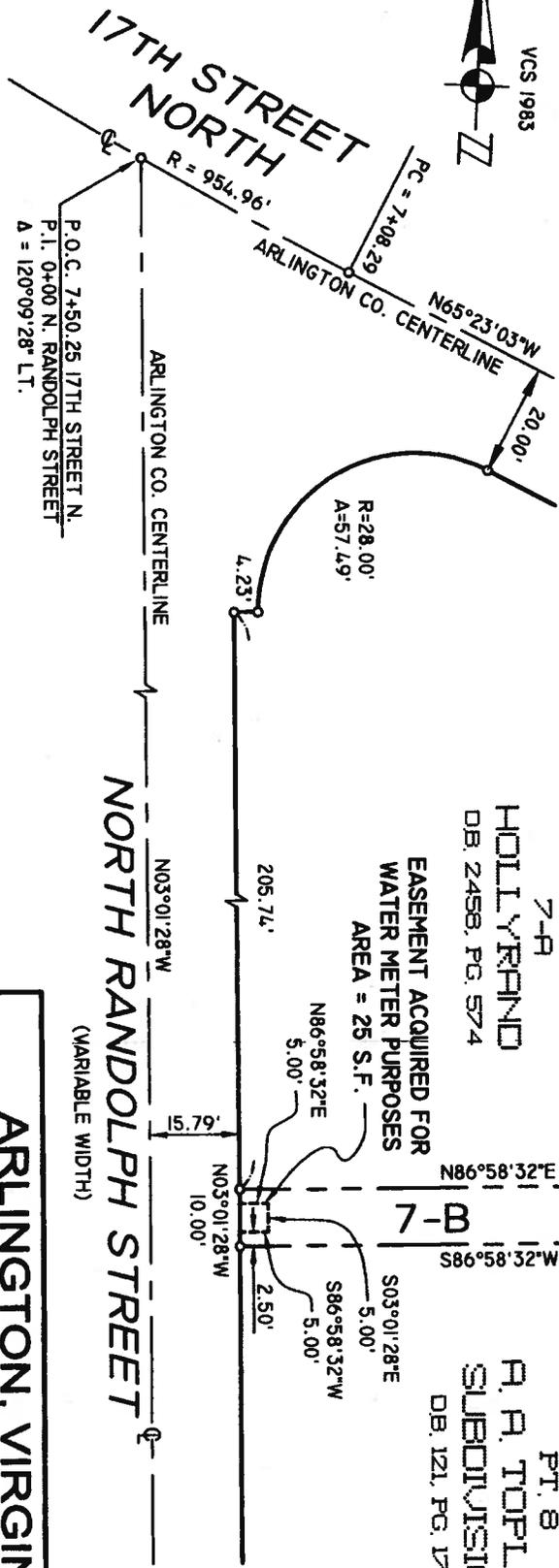
By: _____
For the County Board of Arlington County, Virginia

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



7-A
HOLLYRAND
 DB. 2458, PG. 574

7-B
 N86°58'32"E
 S86°58'32"W

PT. 8
R. A. TOPLEY
 SUBDIVISION
 DB. 121, PG. 174

**EASEMENT ACQUIRED FOR
 WATER METER PURPOSES**
 AREA = 25 S.F.



RPC 06014095
 OWNER: ALEXANDER BRILL
 & JOHANNA ARENAZA
 D.B. 4203, PG. 802
 ADDRESS: 1627 N. RANDOLPH STREET

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

PLAT SHOWING
**EASEMENT ACQUIRED FOR
 WATER METER PURPOSES ON
 LOT 7-8
 HOLLYRAND**
 D. B. 2458, PG. 574,
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
 DRAWN BY: RLF
 CHECKED BY: JMB
 CADD FILE: PLAT51MAPL51313RPPC06014095.DWG
 APPROVED: **3-29-10**
 APPROVED: **8-31-2010**
 COUNTY SURVEYOR
 SUBDIVISION & BONDS ADMINISTRATOR

**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 ____ day of _____, 20 __, by, **STEPHEN M. SMITH and KATHRYN W. SMITH, his wife, as tenants by the entirety with the common law right of survivorship expressly reserved ("Grantors")**, and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("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, Grantors do hereby grant and convey unto the Grantee a perpetual easement for water meter purposes over, under, upon and across **Twenty (20) 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 Water Meter Purposes on Lot 7-A, Hollyrand, D. B. 2458, PG. 574, Arlington County, Virginia"** which plat was approved on **March 31, 2010** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantors by deed dated **December 20, 1993**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2646** at Page **1851**, and more particularly described therein as **"Lot Seven - A (7-A) , HOLLYRAND, a Resubdivision of Lot 7, A. A TOPLEY ESTATE, as per Deed of Vacation, Rededication and Resubdivision recorded in Deed Book 2458 at page 0574, 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 a water meter, 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 water meter 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.

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors 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 water meter within the Easement Area, the Grantee will, at no cost to the Grantors: (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 water meter 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.

WITNESS the following signature(s):

[Signatures and seals appear on the following pages]

GRANTOR:

[Signature]

STEPHEN M. SMITH

State: _____

County: _____

The foregoing instrument was acknowledged before me on this 9 day of NOV, 2010, by **Stephen M. Smith**, Grantor.

Notary Public: _____

My Commission expires: _____

SUBSCRIBED AND SWORN by
Stephen M. Smith
who appeared before me on
9 NOV 2010

Islamic Republic of Afghanistan)
City of Kabul)
Embassy of the) SS
United States of America)

GRANTOR:

[Signature]

08/12/2010

KATHRYN W. SMITH

State: U.S. EMBASSY SAN JOSE
County: COSTA RICA

Stephen J. Murphy
Vice Consul
Stephen J. Murphy

The foregoing instrument was acknowledged before me on this 12th day of AUGUST, 2010, by **Kathryn W. Smith**, Grantor.

Notary Public: *[Signature]*

My Commission expires: _____

My commission expires
INDEFINITELY

Leonardo Monfradini Marques
CONSULAR ASSOCIATE
US EMBASSY SAN JOSE

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____.

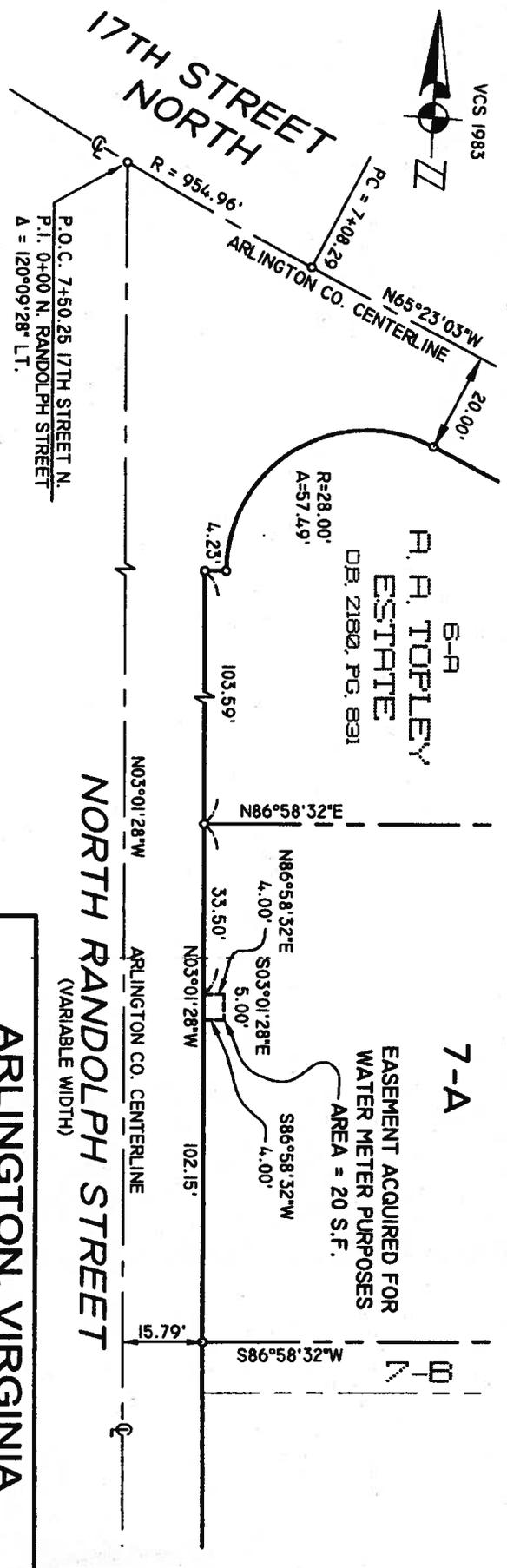
By: _____
For the County Board of Arlington County, Virginia

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



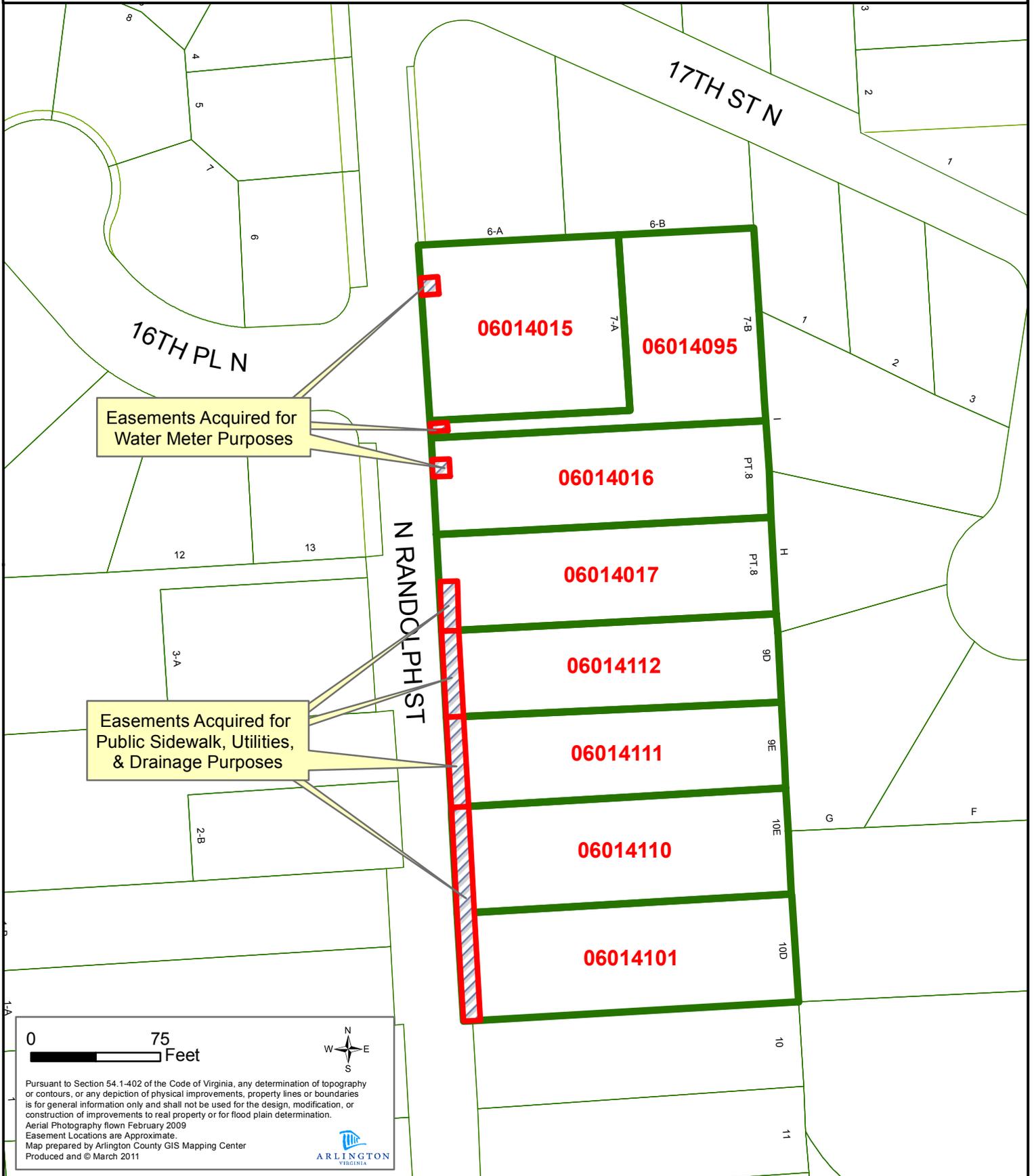
RPC 06014.015
 OWNER: STEPHEN M. SMITH
 & KATHRYN W. SMITH
 D.B. 2646, PG. 1851
 ADDRESS: 1631 N. RANDOLPH STREET

ARLINGTON, VIRGINIA DEPARTMENT OF ENVIRONMENTAL SERVICES ENGINEERING & CAPITAL PROJECTS DIVISION	
PLAT SHOWING EASEMENT ACQUIRED FOR WATER METER PURPOSES ON LOT 7-A HOLLYRAND D. B. 2458, PG. 574, ARLINGTON COUNTY, VIRGINIA	
SCALE : 1" = 25'	DRAWN BY : RLF
CADD FILE : PLATSMAP4313\RPC06014.015.DWG	CHECKED BY : JMB
APPROVED : 3-29-10 <i>Robert L. Franca</i>	APPROVED : 3-31-2010 <i>Stephanie Franca</i>
COUNTY SURVEYOR	SUBDIVISION & BONDS ADMINISTRATOR

Vicinity Map

ATTACHMENT 8

RPC# 06014015, 06014095, 06014016,
06014017, 06014112, 06014111, 06014110, & 06014101



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

ATTACHMENT 10

RPC# 06014015, 06014095, 06014016,
06014017, 06014112, 06014111, 06014110, & 06014101

