



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of June 11, 2011**

DATE: May 10, 2011.

SUBJECT: Approval of a Deed of Dedication and Four Deeds of Easement for a Department of Environmental Services Project for Public Street and Sidewalk Improvements Located Along Old Dominion Drive on the Properties of Washington Golf and Country Club in Arlington County, Virginia (RPC#s 03-061-005, 03-061-004, 03-061-016 and 03-061-011).

C. M. RECOMMENDATIONS:

1. Approve the Deed of Dedication, attached hereto as Exhibit 1, between Washington Golf and Country Club, Incorporated, and the County Board of Arlington County, Virginia, for the acquisition of a portion of the property at 4810 Rock Spring Road, in Arlington, Virginia (RPC# 03-061-005);
2. Approve the Deeds of Easement, attached hereto as Exhibits 2, 3 and 5, between Washington Golf and Country Club, Incorporated, and the County Board of Arlington County, Virginia, granting to the County permanent easements for public retaining wall, sidewalk, utilities and storm drainage purposes on portions of properties located along Old Dominion Drive between Rock Spring Road and 29th Street North, in Arlington, Virginia, RPC#s 03-061-005, 03-061-004, and 03-061-011;
3. Approve the Deed of Easement, attached hereto as Exhibit 4, between Washington Golf and Country Club, Incorporated, and the County Board of Arlington County, Virginia, granting to the County a permanent easement for public sidewalk, utilities and storm drainage purposes on a portion of the property located along Old Dominion Drive between Rock Spring Road and 29th Street North, in Arlington, Virginia, RPC# 03-061-016;
4. Authorize the Real Estate Bureau Chief, or his designee, to execute on behalf of the County Board, the attached Deed of Dedication and Deeds of Easement, subject to approval as to form of all documents by the County Attorney.

County Manager:

County Attorney:

15.

Staff: Troy Harris, DES, Real Estate Bureau

ISSUE: The Code of Virginia requires that, for any conveyance of real property to the County Board to be effective, the conveyance must be accepted on behalf of the County Board. No outstanding issues have been identified.

SUMMARY: This is a request for the County Board's approval and authorization to accept a Deed of Dedication and four (4) Deeds of Easement, attached hereto as Exhibits 1 – 5, for public street, sidewalk, and retaining wall construction associated with the Department of Environmental Services project known as "Old Dominion Drive, North Glebe Road to 38th Street North."

BACKGROUND: The subject deeds are required for a public sidewalk project, which encompasses Old Dominion Drive from North Glebe Road to the Arlington County line and extends through the Rock Spring and Yorktown civic associations. The project is designed to construct public sidewalk, curb and gutter, and storm drainage along both sides of Old Dominion Drive. The project will provide roadside clearance and improved sight distance vision, which will promote pedestrian, bicycle, transit and vehicular safety. In addition to the public sidewalk improvements, the County will improve the intersections at Rock Spring Road, Little Falls Road, and Williamsburg Boulevard.

DISCUSSION: The attached Deed of Dedication would convey 174 square feet of Washington Golf and Country Club land to Arlington County, in fee simple, for public use. The area conveyed to the County would be used to improve the right-hand turning radius for traffic turning east-bound onto Rock Spring Road. The attached Deeds of Easement would convey permanent easements to the County. These easements would allow the County to construct County-standard, five (5) foot-wide, public sidewalk along Old Dominion Drive and Rock Spring Road. Three of the four attached Deeds of Easement would also allow the County to construct public retaining wall so that the proposed sidewalk may be constructed before steep roadside grades. The attached deeds may be summarized in the following manner:

- A Deed of Dedication conveying 174 square feet in area of Washington Golf and Country Club property in fee simple (RPC# 03-061-005);
- A Deed of Easement for 1,726 square feet in permanent easement for public retaining wall, sidewalk, utilities and storm drainage purposes (RPC# 03-061-005);
- A Deed of Easement for 1,022 square feet in permanent easement for public retaining wall, sidewalk, utilities and storm drainage purposes (RPC# 03-061-004);
- A Deed of Easement for 80 square feet in permanent easement for public sidewalk, utilities and storm drainage purposes (RPC# 03-061-016); and
- A Deed of Easement for 328 square feet in permanent easement for public sidewalk, retaining wall, utilities and storm drainage purposes (RPC# 03-061-011).

Staff is appreciative of, and acknowledges, the efforts of the Washington Golf and Country Club members, directors, and representatives who attended project meetings, worked in support of the proposed project, and signed the attached deeds.

FISCAL IMPACT: Because the Deed of Dedication and Deeds of Easements will be conveyed to the County Board for nominal consideration, there will be no significant fiscal impact related to the acceptance of the deeds.

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**
Real Estate Bureau Chief
2100 Clarendon Boulevard, 8th Floor
Suite 800
Arlington, Virginia 22201

RPC No. 03061005

Exempt from Recordation Tax per
Va. Code § 58.1-811.A.3.

DEED OF DEDICATION

THIS **DEED OF DEDICATION** (this "Deed") is made and entered into this ____ day of _____, 2011 by and among **WASHINGTON GOLF AND COUNTRY CLUB, INCORPORATED** (also known of record as **WASHINGTON GOLF AND COUNTRY CLUB, INC.**, **WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED**, **WASHINGTON GOLF & COUNTRY CLUB, INC.**, and **WASHINGTON GOLF AND COUNTRY CLUB**) a Virginia nonstock corporation, Grantor (hereinafter the "Owner"); **CARDINAL BANK, N.A.**, a national banking association, Grantor (hereinafter the "Lender"); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, Grantee (the "County").

****WITNESSETH****

WHEREAS, the Owner is the sole owner of certain parcel or tract of real property known as Lot 1, F.A. Gosnell Subdivision, situate and located in Arlington County, Virginia, by virtue of that certain special warranty deed recorded in Deed Book 3092, at Page 376 (the "Property"), among the land records of Arlington County, Virginia, (the "Land Records"); and

WHEREAS, the property is subject to a certain Negative Pledge Agreement, dated May 7, 2003, recorded in Deed Book 3506, at Page 2543, which Negative Pledge Agreement was assigned to Lender by Assignment of Beneficial Interest Under Negative Pledge Agreement, dated July 8, 2004, and recorded in Deed Book 3735, at Page 608, among the Land Records; and

WHEREAS, it is the desire and intent of the Owner, with consent and approval of the Lender, to dedicate, in fee simple, a certain portion of the Property for public purposes, as such portion is hereinafter set forth and shown on a plat attached hereto and made a part hereof, entitled "Plat Showing Dedication for Public Purposes and Various Easements on Lot 1, F.A. Gosnell Subdivision, Deed Book 306, Page 480, Arlington County, Virginia" prepared by Burgess &

Niple, Incorporated, and dated October 4, 2010 (the "Plat"), which Plat was approved by the Arlington County Subdivision and Bonds Administrator on November 10, 2010.

DEDICATION FOR PUBLIC PURPOSES AND LENDER CONSENT

FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, with the consent and approval of the Lender, as evidenced by its signature affixed hereto, does hereby dedicate, grant and convey unto the County, its successors and assigns, in fee simple, free and clear of all liens, encumbrances and improvements, that portion of the Property designated as "174 S.F. HEREBY DEDICATED FOR PUBLIC PURPOSES", as more particularly shown and described on the Plat.

COVENANTS REAL

THE OWNER, with consent and approval of the Lender, declares that the agreements and covenants stated in this Deed are not covenants personal to the Owner, but are covenants real, running with the land. This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

FREE CONSENT

THIS DEED is made with the free consent and in accordance with the desire of the undersigned Owner of the above-described property, and with Lender executing solely in their consent capacity, and is in accordance with the applicable statutes of Virginia and the ordinances in force in Arlington County, and is approved by the proper authorities as is evidenced by their endorsements on said Plat attached hereto.

The provisions of this Deed shall be applicable to the Owner and its successors and assigns.

THIS DEED shall be construed, interpreted and applied according to the law of the Commonwealth of Virginia.

The Recitals are incorporated into this Deed.

WITNESS the following signature and seals:

[Signatures appear on the following pages]

GRANTOR:

WASHINGTON GOLF AND COUNTRY CLUB, INCORPORATED
a Virginia nonstock corporation (also known of record as
WASHINGTON GOLF AND COUNTRY INC.,
WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED,
WASHINGTON GOLF & COUNTRY CLUB, INC., and
WASHINGTON GOLF AND COUNTRY CLUB)

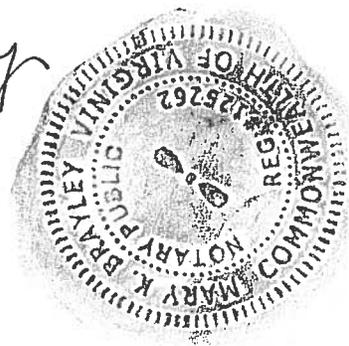
By: *Patrick F. Minan*
Name: PATRICK F. MINAN
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA:
COUNTY OF Fairfax : to wit

The foregoing instrument was acknowledged before me this 29th day of April,
2011, by Patrick F. Minan, the President of
WASHINGTON GOLF AND COUNTRY CLUB, INCORPORATED, a Virginia nonstock
corporation.

Mary K Brayley
Notary Public

Notary Registration No.: 125262
My Commission Expires: _____



My Commission Expires
September 30, 2014

LENDER CONSENT AND PARTIAL RELEASE

The Lender hereby joins in this Deed for the sole purpose of evidencing its written consent to the conveyance described herein, as required by paragraph number 1 of the Negative Pledge Agreement dated May 7, 2003, and recorded in Deed Book 3506 at Page 2543, among the land records of Arlington County, Virginia.

By its written consent to this conveyance, Lender hereby releases the property conveyed by this Deed from the provisions of the Negative Pledge Agreement. The Negative Pledge Agreement shall remain in full force and effect with regard to the remaining property.

GRANTOR/LENDER:

CARDINAL BANK, N.A., a national banking association

By: [Signature]
Name: Kevin Reynolds
Title: president

COMMONWEALTH OF VIRGINIA:
COUNTY OF Fairfax : to wit

The foregoing instrument was acknowledged before me this 6th day of May, 2011, by Kevin Reynolds, the president of **CARDINAL BANK, N.A.**, a national banking association.

Abeba Ghebremedhin
Notary Public

Notary Registration No.: 7149487
My Commission Expires: 12/31/2012



THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

The Dedication for Public Purposes herein conveyed is accepted this _____ day of _____, 2011, on behalf of The County Board of Arlington County, Virginia, pursuant to action of the said Board on _____, 2011.

By: _____

Name: _____

Title: Real Estate Bureau Chief, Engineering and Capital Projects Division
Department of Environmental Services

COMMONWEALTH OF VIRGINIA:
COUNTY OF ARLINGTON : to wit

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, _____, on behalf of The County Board of Arlington County, Virginia.

Notary Public

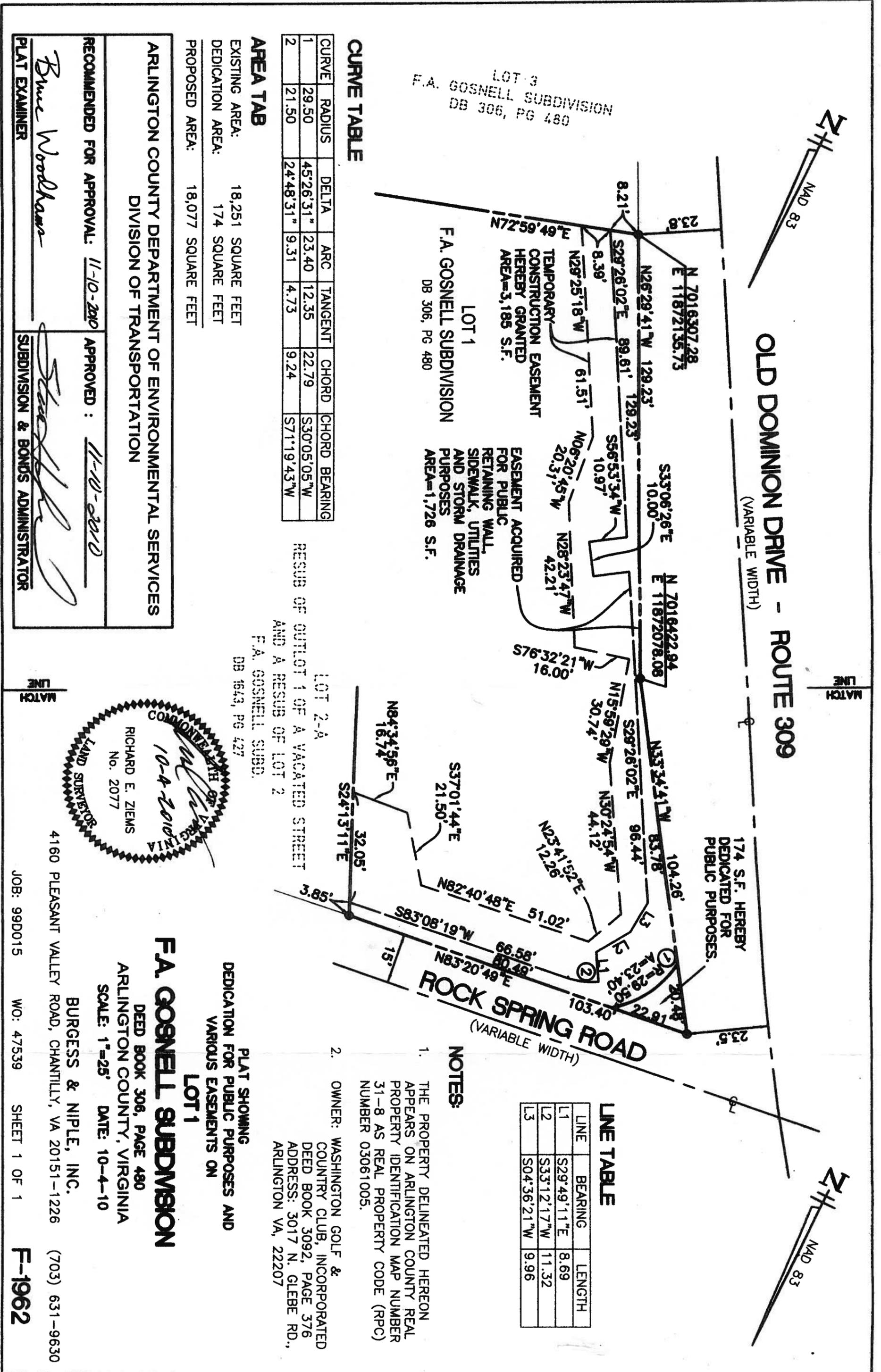
Notary Registration No.: _____

My Commission Expires: _____

Approved as to form:



County Attorney



LOT 3
F.A. GOSNELL SUBDIVISION
DB 306, PG 480

LOT 1
F.A. GOSNELL SUBDIVISION
DB 306, PG 480

EASEMENT ACQUIRED FOR PUBLIC RETAINING WALL, SIDEWALK, UTILITIES AND STORM DRAINAGE PURPOSES
AREA=1,726 S.F.

174 S.F. HEREBY DEDICATED FOR PUBLIC PURPOSES.

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	29.50	45°26'31"	23.40	12.35	22.79	S30°05'05"W
2	21.50	24°48'31"	9.31	4.73	9.24	S71°19'43"W

RESUB OF OUTLOT 1 OF A VACATED STREET AND A RESUB OF LOT 2
F.A. GOSNELL SUBD.
DB 1643, PG 427

- NOTES:**
1. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 31-8 AS REAL PROPERTY CODE (RPC) NUMBER 03061005.
 2. OWNER: WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED
DEED BOOK 3092, PAGE 376
ADDRESS: 3017 N. GLEBE RD., ARLINGTON VA, 22207

AREA TAB

EXISTING AREA: 18,251 SQUARE FEET
DEDICATION AREA: 174 SQUARE FEET
PROPOSED AREA: 18,077 SQUARE FEET

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 11-10-2010

APPROVED: 11-10-2010

PLAT EXAMINER

SUBDIVISION & BONDS ADMINISTRATOR

Bruce Woodham

Steve Miller



F.A. GOSNELL SUBDIVISION

DEED BOOK 306, PAGE 480
ARLINGTON COUNTY, VIRGINIA

SCALE: 1"=25' DATE: 10-4-10

BURGESS & NIPLÉ, INC.
4160 PLEASANT VALLEY ROAD, CHANTILLY, VA 20151-1226

(703) 631-9630

JOB: 99D015

WO: 47539

SHEET 1 OF 1

F-1962

LINE TABLE

LINE	BEARING	LENGTH
L1	S29°49'11"E	8.69
L2	S33°12'17"W	11.32
L3	S04°36'21"W	9.96

**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 900
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 _____, 201__, by **WASHINGTON GOLF AND COUNTRY CLUB, INCORPORATED** (also known of record as **WASHINGTON GOLF AND COUNTRY CLUB, INC., WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED, WASHINGTON GOLF & COUNTRY CLUB, INC.,** and **WASHINGTON GOLF AND COUNTRY CLUB**), a Virginia nonstock corporation ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee"), and **CARDINAL BANK, N.A.**, a national banking association ("Lender").

RECITALS:

WHEREAS, Washington Golf and Country Club, Incorporated, is the owner of that certain parcel of real estate described in Addendum 'A' hereto, situated in Arlington, Virginia, by deed conveyed with Special Warranty of Title by Preston C. Caruthers and Jeanne B. Caruthers, as Grantors, dated October 11, 2000, and recorded in Deed Book 3092 at Page 376, among the land records of Arlington County, Virginia; and

WHEREAS, the Property is subject to a certain Negative Pledge Agreement, dated May 7, 2003, recorded in Deed Book 3506 at Page 2543 and assigned to Lender in Deed Book 3735 at Page 608, among the land records of Arlington County, Virginia (Negative Pledge Agreement); and

WHEREAS, by that certain Negative Pledge Agreement, Grantor agreed not to cause or suffer to exist any sale, conveyance, assignment, encumbrance, alienation or other transfer of title to the Property without the prior written consent of Lender; and

WHEREAS, it is the desire of Grantor, with the consent and approval of the Lender as evidenced by its execution of this Deed of Easement, to create, grant and convey unto Grantee, a perpetual easement for public retaining wall (with a mounted handrail), sidewalk, utilities, and storm drainage purposes as further described herein.

1

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061005
Address: 4810 Rock Spring Road, Arlington, Virginia

V4

WITNESSETH:

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 retaining wall (with a mounted handrail), sidewalk, utilities and storm drainage purposes over, under, upon and across **One Thousand Seven Hundred Twenty-six (1,726)** square feet of land ("Easement Area for Public Retaining Wall, Sidewalk, Utilities and Storm Drainage Purposes"); which easement area is situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Dedication for Public Purposes and Various Easements on Lot 1, F.A. Gosnell Subdivision, Deed Book 306, Page 480, Arlington County, Virginia**", which plat was approved on November 10, 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 **October 11, 2000**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **3092** at Page **376**, more particularly described therein as "**see Addendum 'A' attached**" (the "Property"); together with the right of the Grantee to construct, maintain, repair, reconstruct, replace and/or remove public retaining wall (with a mounted handrail), sidewalk, utilities, and storm drainage facilities, including accessories and appurtenances thereto, within said Easement Area for Public Retaining Wall, Sidewalk, Utilities and Storm Drainage Purposes, 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 retaining wall (with a mounted handrail), sidewalk, utilities and storm drainage facilities within the above-described Easement Area for Public Retaining Wall, Sidewalk, Utilities and Storm Drainage Purposes (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 Areas hereby conveyed.

Grantor covenants that Grantor is seized of and has the right to convey the Easement for public retaining wall (with a mounted handrail), sidewalk, utilities, and storm drainage facilities, 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 retaining wall (with a mounted handrail), sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area on or 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 on or adjacent to the Easement; (3) reset (or, replace with new nursery stock, at the sole option of the Grantee),

all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement that are affected by the construction, maintenance, repair, or replacement of the public retaining wall, sidewalk, utilities and storm 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.

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.

INCORPORATIONS

The recitals are hereby incorporated into this Deed of Easement. Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Permanent Easement Area hereby conveyed.

This Deed of Easement covers 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.

JOINDER AND CONSENT

Lender Joins herein solely for the purposes of consenting to the conveyance of this Easement, as required by the Negative Pledge Agreement.

WITNESS the following signature(s):

[Signatures and Seals appear on the following pages]

GRANTOR:

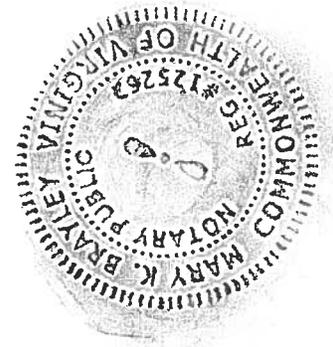
WASHINGTON GOLF AND COUNTRY CLUB, INCORPORATED,
a Virginia nonstock corporation (also known of record as **WASHINGTON
GOLF AND COUNTRY CLUB, INC., WASHINGTON GOLF & COUNTRY
CLUB, INCORPORATED, WASHINGTON GOLF & COUNTRY CLUB, INC.,
and WASHINGTON GOLF AND COUNTRY CLUB**)

By: *Patrick F. Minan*
Name: PATRICK F. MINAN
Title: PRESIDENT

State: VIRGINIA
County: FAIRFAX

The foregoing instrument was acknowledged before me on this 29th day of April, 2011, by Patrick F. Minan, President, of **Washington Golf and Country Club, Incorporated**, a Virginia nonstock corporation, Grantor.

Notary Public: *Mary K. Brayley*
My Commission expires: 9-30-2024
Notary ID #: 125262



Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061005
Address: 4810 Rock Spring Road, Arlington, Virginia

LENDER:

CARDINAL BANK, N.A., a national banking association

By: _____

Name: Kevin Reynolds

Title: president

STATE: Virginia
COUNTY: Fairfax :

The foregoing instrument was acknowledged before me on this 6th day of May, 2011, by Kevin Reynolds as president of Cardinal Bank, N.A, a national banking association.

Notary Public: Abey Ghebremedhin
My Commission Expires: 12/31/2012



Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061005
Address: 4810 Rock Spring Road, Arlington, Virginia

GRANTEE:

Accepted this ____ day of _____, 201__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 201__.

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 _____, 201__.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061005
Address: 4810 Rock Spring Road, Arlington, Virginia

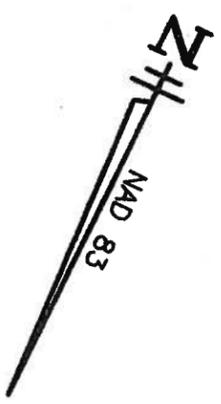
ADDENDUM 'A'

Beginning at a point where the south line of Rock Spring Road intersects the east line of the Washington and Old Dominion Railway; thence running with the south line of Rock Spring Road, S. 89 degrees 51 minutes 30 seconds E. 103.40 feet to a point; thence departing from the said south line of Rock Spring Road, and running S. 17 degrees 25 minutes 30 seconds E. 210.55 feet to a point; thence S. 79 degrees 47 minutes 30 seconds W. 76.83 feet to a point in said east line of Washington and Old Dominion Railway; thence running with the said east line of Washington and Old Dominion Railway, N. 19 degrees 42 minutes W. 129.23 feet, and N. 26 degrees 47 minutes W. 104.26 feet to the point of beginning, and containing 18,251 square feet.

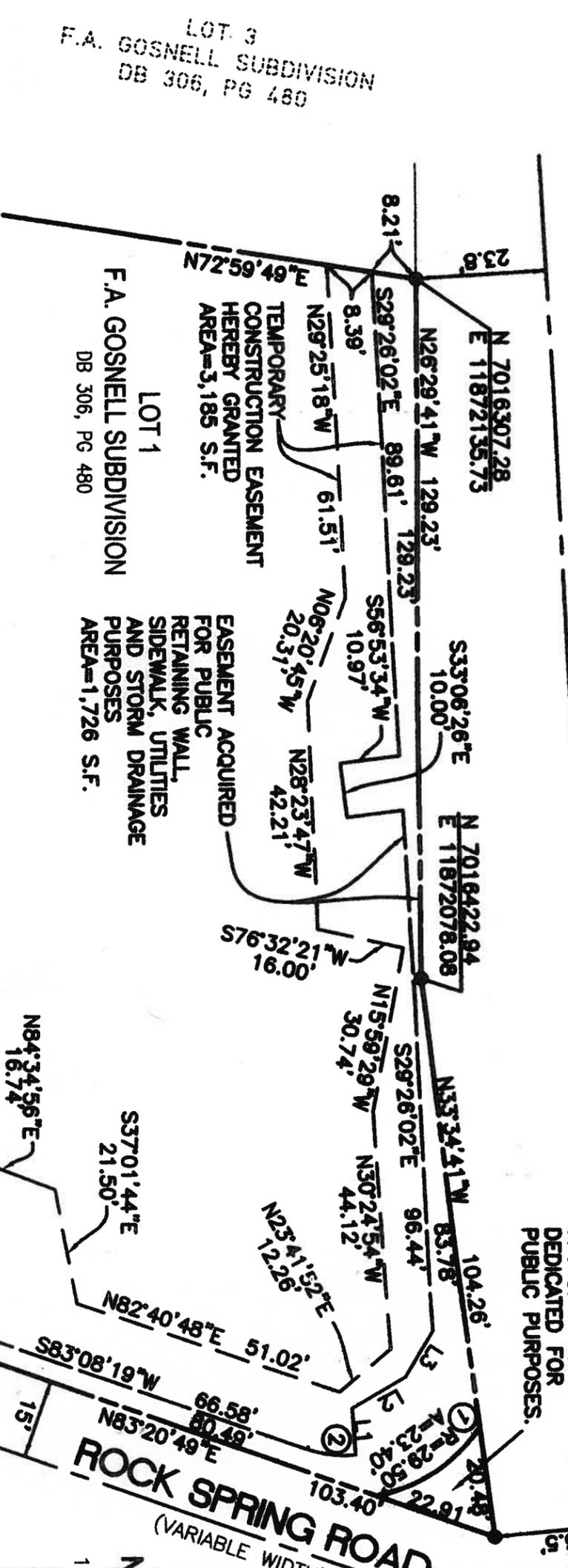
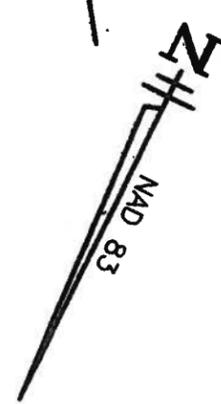
7

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061005
Address: 4810 Rock Spring Road, Arlington, Virginia

V4



OLD DOMINION DRIVE - ROUTE 309
(VARIABLE WIDTH)



CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
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2	21.50	24°48'31"	9.31	4.73	9.24	S71°19'43"W

AREA TAB

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 DEDICATION AREA: 174 SQUARE FEET
 PROPOSED AREA: 18,077 SQUARE FEET

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
 DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 11-10-2010 APPROVED: 11-10-2010

PLAT EXAMINER: *Bruce Woodham*
 SUBDIVISION & BONDS ADMINISTRATOR: *Stacy [Signature]*

RESUB OF OUTLOT 1 OF A VACATED STREET AND A RESUB OF LOT 2
 F.A. GOSNELL SUBD.
 DB 1643, PG 427



LINE TABLE

LINE	BEARING	LENGTH
L1	S29°49'11"E	8.69
L2	S33°12'17"W	11.32
L3	S04°36'21"W	9.96

NOTES:
 1. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 31-8 AS REAL PROPERTY CODE (RPC) NUMBER 03061005.
 2. OWNER: WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED
 DEED BOOK 3092, PAGE 376
 ADDRESS: 3017 N. GLEBE RD., ARLINGTON VA, 22207

PLAT SHOWING DEDICATION FOR PUBLIC PURPOSES AND VARIOUS EASEMENTS ON LOT 1

FA. GOSNELL SUBDIVISION

DEED BOOK 306, PAGE 480
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1"=25' DATE: 10-4-10

BURGESS & NIPLE, INC.
 4160 PLEASANT VALLEY ROAD, CHANTILLY, VA 20151-1226 (703) 631-9630

JOB: 99D015 WO: 47539 SHEET 1 OF 1 **F-1962**

**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 _____, 201__, by **WASHINGTON GOLF AND COUNTRY CLUB, INCORPORATED** (also known of record as **WASHINGTON GOLF AND COUNTRY CLUB, INC.**, **WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED**, **WASHINGTON GOLF & COUNTRY CLUB, INC.**, and **WASHINGTON GOLF AND COUNTRY CLUB**), a Virginia nonstock corporation ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee") and **CARDINAL BANK, N.A.**, a national banking association ("Lender").

RECITALS:

WHEREAS, Grantor is the fee owner of that certain tract, piece, or parcel of real estate described herein, situated in Arlington County, Virginia, being a portion of the properties acquired by the Grantor by virtue of the instrument recorded in Deed Book 2187, page 1682, among the land records of Arlington County, Virginia; and

WHEREAS, the Property is subject to a certain Negative Pledge Agreement, dated May 7, 2003, recorded in Deed Book 3506 at Page 2543 and assigned to Lender in Deed Book 3735 at Page 608, among the land records of Arlington County, Virginia (Negative Pledge Agreement); and

WHEREAS, by that certain Negative Pledge Agreement, Grantor agreed not to cause or suffer to exist any sale, conveyance, assignment, encumbrance, alienation or other transfer of title to the Property without the prior written consent of Lender; and

WHEREAS, it is the desire of Grantor, with the consent and approval of the Lender as evidenced by its execution of this Deed of Easement, to create, grant and convey unto Grantee, a perpetual easement for public retaining wall (with a mounted handrail), sidewalk, utilities and storm drainage purposes as further described herein.

1

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061004
Address: 4831 Old Dominion Drive, Arlington, Virginia

v4

WITNESSETH:

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 retaining wall (with a mounted handrail), sidewalk, utilities and storm drainage purposes over, under, upon and across **One Thousand Twenty-two (1,022) 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 Various Easements on Lot 3, F.A. Gosnell Subdivision, Deed Book 306, Page 480, Arlington County, Virginia"** which plat was approved on November 10, 2010, by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same properties acquired by the Grantor by deed dated **August 26, 1985**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2187** at Page **1682**, and more particularly described therein as **"Parcel 1: BEGINNING at a point in the easterly line of Old Dominion Drive, said point being in the southwesterly corner of Lot 3, F. A. Gosnell Subdivision, as the same appears duly platted and recorded in Deed Book 306, at Page 480, among the Land Records of Arlington County, Virginia, said point being also the northwesterly corner of Lot 4 of said subdivision; thence running with the said easterly line of Old Dominion Drive, N. 21 degrees 30 minutes 00 second W. - 73.57 feet to a point; thence N. 19 degrees 42 minutes 00 second W. -70.79 feet to a point, said point being the southwesterly corner of Lot 1 of the said subdivision; thence running with the southerly line of said Lot 1, F. A. Gosnell Subdivision, and its easterly extension, being the southerly line of Lot 2-B of a Resubdivision of Lot 2, F.A. Gosnell Subdivision and other property, N. 79 degrees 47 minutes 30 seconds E. - 168.66 feet to a point in the westerly line of a one foot strip of ground acquired by Washington Golf and Country Club by deed recorded in Deed Book 1408, at Page 452 among the aforesaid Land Records, said point being the northeasterly corner of Outlot 2 of portion of Vacated North Buchanan Street between Rock Spring Road and Old Dominion Drive, as the same appears duly platted and recorded in Deed Book 1619, at Page 245; thence running with the westerly line of the aforesaid one foot strip of ground as the same lies common with the easterly line of said Outlot 2 , S. 10 degrees 12 minutes 30 seconds E. - 141.97 feet to a point, said point being the northeasterly corner of the aforesaid Lot 4, F. A. Gosnell Subdivision; thence running with the northerly line of said Lot 4, S. 79 degrees 47 minutes 30 seconds W. -142.58 feet to the point of beginning; containing 22,176 square feet of land"** (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public retaining wall (with a mounted handrail), 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 retaining wall (with a mounted

2

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
 Project #: TBOD (the "Project")
 RPC: 03061004
 Address: 4831 Old Dominion Drive, Arlington, Virginia

v4

handrail), 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 retaining wall (with a mounted handrail), sidewalk, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area on or 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 retaining wall (with a mounted handrail), sidewalk, utilities and storm 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.

JOINDER AND CONSENT

Lender Joins herein solely for the purposes of consenting to the conveyance of this Easement, as required by the Negative Pledge Agreement.

WITNESS the following signature(s):

[Signatures and Seals appear on the following pages]

3

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061004
Address: 4831 Old Dominion Drive, Arlington, Virginia

V4

GRANTOR:

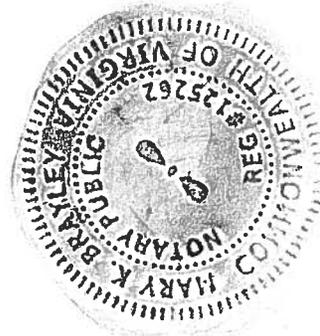
WASHINGTON GOLF AND COUNTRY CLUB, INCORPORATED,
a Virginia nonstock corporation (also known of record as **WASHINGTON
GOLF AND COUNTRY CLUB, INC., WASHINGTON GOLF & COUNTRY
CLUB, INCORPORATED, WASHINGTON GOLF & COUNTRY CLUB, INC.,
and WASHINGTON GOLF AND COUNTRY CLUB**)

By: *Patrick F. Minan*
Name: PATRICK F. MINAN
Title: PRESIDENT

State: VIRGINIA
County: FARFAX

The foregoing instrument was acknowledged before me on this 29th day of April,
2011, by Patrick F. Minan, President, of **Washington Golf
and Country Club, Incorporated**, a Virginia nonstock corporation, Grantor.

Notary Public: *Mary K. Bradley*
My Commission expires: 9-30-2014
Notary ID #: 125262



Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061004
Address: 4831 Old Dominion Drive, Arlington, Virginia

LENDER:

CARDINAL BANK, N.A., a national banking association

By: [Signature]

Name: Kevin Reynolds

Title: president

STATE: Virginia

COUNTY: Fairfax:

The foregoing instrument was acknowledged before me on this 6th day of May, 2011, by Kevin Reynolds as president of **Cardinal Bank, N.A.**, a national banking association.

Notary Public: Abeba Ghebremedhin

My Commission Expires: 12/30/2012

Notary ID #: 7149487



Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061004
Address: 4831 Old Dominion Drive, Arlington, Virginia

GRANTEE:

Accepted this ____ day of _____, 201__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 201__.

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

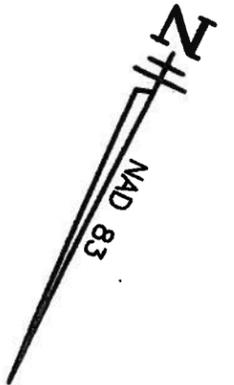
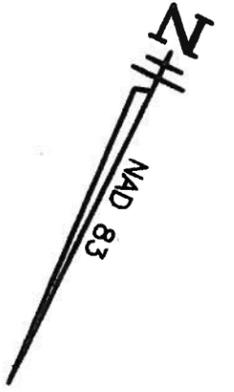
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 201__.

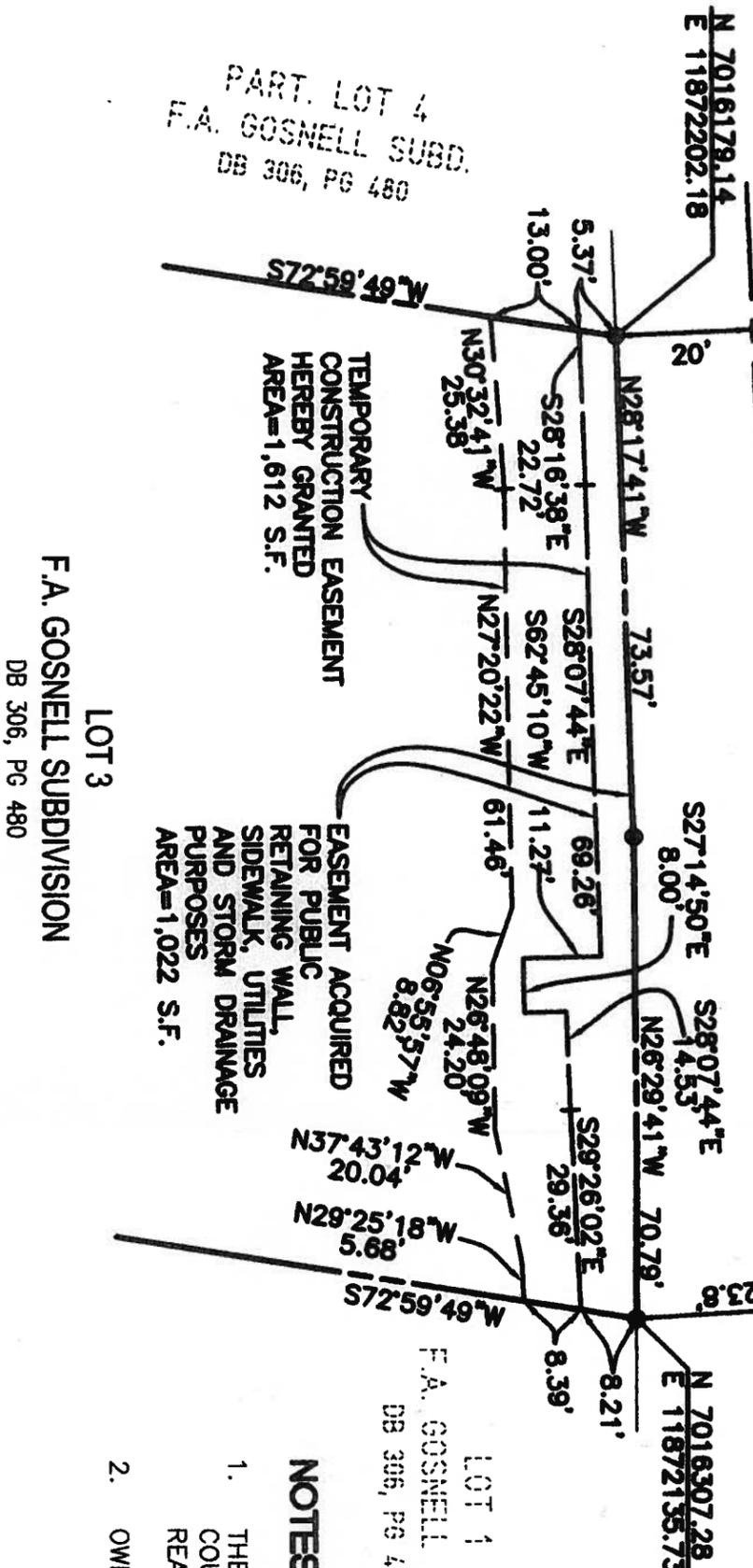
Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: 
COUNTY ATTORNEY

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061004
Address: 4831 Old Dominion Drive, Arlington, Virginia



OLD DOMINION DRIVE - ROUTE 309
(VARIABLE WIDTH)



PART. LOT 4
F.A. GOSNELL SUBD.
DB 306, PG 480

LOT 3
F.A. GOSNELL SUBDIVISION
DB 306, PG 480

LOT 4
F.A. GOSNELL SUBD.
DB 306, PG 480

NOTES:

1. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 31-8 AS REAL PROPERTY CODE (RPC) NUMBER 03061004.
2. OWNER: WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED
DEED BOOK 2187, PAGE 1682
ADDRESS: 3017 N. GLEBE RD., ARLINGTON VA, 22207

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 11-10-2010

APPROVED: 11-10-2010

PLAT EXAMINER
Bruce Woodhams

SUBDIVISION & BONDS ADMINISTRATOR
Stacy L. ...



F.A. GOSNELL SUBDIVISION

DEED BOOK 306, PAGE 480
ARLINGTON COUNTY, VIRGINIA
SCALE: 1"=25' DATE: 10-4-10

BURGESS & NIPLE, INC.

4160 PLEASANT VALLEY ROAD, CHANTILLY, VA 20151-1226

(703) 631-9630

JOB: 99D015 WO: 47539 SHEET 1 OF 1

F-1963

**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 _____, 201__, by WASHINGTON GOLF AND COUNTRY CLUB, INCORPORATED (also known of record as WASHINGTON GOLF AND COUNTRY CLUB, INC., WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED, WASHINGTON GOLF & COUNTRY CLUB, INC., and WASHINGTON GOLF AND COUNTRY CLUB), a Virginia nonstock corporation ("Grantor"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Grantee"), and CARDINAL BANK, N.A., a national banking association ("Lender").

RECITALS:

WHEREAS, Grantor is the fee owner of that certain tract, piece, or parcel of real estate described herein, situated in Arlington County, Virginia, being a portion of the properties acquired by the Grantor by virtue of the instrument recorded in Deed Book 2187, page 1682, among the land records of Arlington County, Virginia; and

WHEREAS, the Property is subject to a certain Negative Pledge Agreement, dated May 7, 2003, recorded in Deed Book 3506 at Page 2543 and assigned to Lender in Deed Book 3735 at Page 608, among the land records of Arlington County, Virginia (Negative Pledge Agreement); and

WHEREAS, by that certain Negative Pledge Agreement, Grantor agreed not to cause or suffer to exist any sale, conveyance, assignment, encumbrance, alienation or other transfer of title to the Property without the prior written consent of Lender; and

WHEREAS, it is the desire of Grantor, with the consent and approval of the Lender as evidenced by its execution of this Deed of Easement, to create, grant and convey unto Grantee, a perpetual easement for sidewalk, utilities and storm drainage purposes as further described herein.

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061016
Address: Old Dominion Drive, Arlington, Virginia

WITNESSETH:

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 **Eighty (80)** 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 Various Easements on Part Lot 4, F.A. Gosnell Subdivision, Deed Book 306, Page 480, and Lot 4A of a Resubdivision of Part of Lot 4, F.A. Gosnell Subdivision, and a 1' Reservation, Section 1, Netherfauld, Deed Book 1498, Page 427, Arlington County, Virginia**" which plat was approved on November 10, 2010, by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same properties acquired by the Grantor by deed dated **August 26, 1985**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book 2187 at Page 1682, and more particularly described therein as "**Parcel 2: BEGINNING at a point in the easterly line of Old Dominion Drive, said point being the southwesterly corner of Lot 3, F. A. Gosnell Subdivision, as the same appears duly platted and recorded in Deed Book 306, at Page 480, among the land records of Arlington County, Virginia, said point being also the northwesterly corner of Lot 4 of the said subdivision; thence departing from the said easterly line of Old Dominion Drive and running with the said southerly line of Lot 3, N. 79 degrees 47 minutes 30 seconds E. - 142.58 feet to a point in the westerly line of a reservation one foot wide shown along the westerly boundary of Section 1, Netherfauld, as the same appears duly recorded among the aforesaid Land Records, said point being also the northeasterly corner of the aforesaid Lot 4, F. A. Gosnell Subdivision; thence running with the easterly line of the said Lot 4 as the same lies common with the westerly line of the aforesaid reservation one foot wide, S. 10 degrees 12 minutes 30 seconds E.15.00 feet to a point; thence running through the said Lot 4, F. A. Gosnell Subdivision, S. 79 degrees 47 minutes 30 seconds W. - 139.58 feet to a point in the aforesaid easterly line of Old Dominion Drive; thence running with the easterly line of said Old Dominion Drive, N. 21 degrees 30 minutes 00 second W. -15.30 feet to the point of beginning; containing 2,116 square feet of land**" (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.

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Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
 Project #: TBOD (the "Project")
 RPC: 03061016
 Address: Old Dominion Drive, Arlington, Virginia

V3

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 on or 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, sidewalk, utilities and storm 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.

JOINDER AND CONSENT

Lender Joins herein solely for the purposes of consenting to the conveyance of this Easement, as required by the Negative Pledge Agreement.

WITNESS the following signature(s):

[Signatures and Seals appear on the following pages]

GRANTOR:

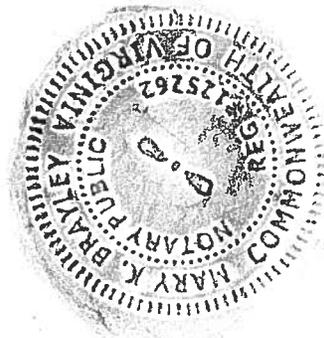
WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED,
a Virginia nonstock corporation (also known of record as **WASHINGTON GOLF AND COUNTRY CLUB, INC., WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED, WASHINGTON GOLF & COUNTRY CLUB, INC., and WASHINGTON GOLF AND COUNTRY CLUB**)

By: *Patrick F. Minan*
Name: PATRICK F MINAN
Title: PRESIDENT

State: VIRGINIA
County: FARFAX

The foregoing instrument was acknowledged before me on this 29th day of April, 2011, by Patrick F. Minan, President, of **Washington Golf and Country Club, Incorporated**, a Virginia nonstock corporation, Grantor.

Notary Public: *Mary K. Brayley*
My Commission expires: 9-30-2014
Notary ID #: 125262



Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061016
Address: Old Dominion Drive, Arlington, Virginia

LENDER:

CARDINAL BANK, N.A., a national banking association

By: [Signature]

Name: Kevin Reynolds

Title: president

STATE: Virginia

COUNTY: Fairfax :

The foregoing instrument was acknowledged before me on this 6th day of May, 2011, by Kevin Reynolds, as president of **Cardinal Bank, N.A.**, a national banking association.

Notary Public: Ababa Ghebremedhin

My Commission Expires: 12/31/2012

Notary ID #: 7149487



Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061016
Address: Old Dominion Drive, Arlington, Virginia

GRANTEE:

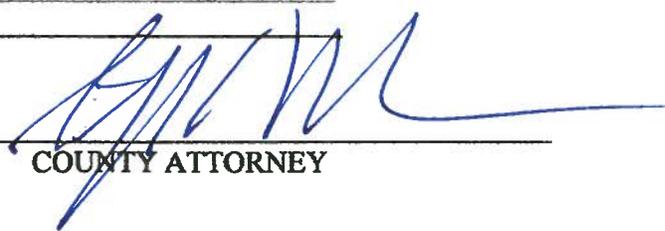
Accepted this _____ day of _____, 201____, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 201____.

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

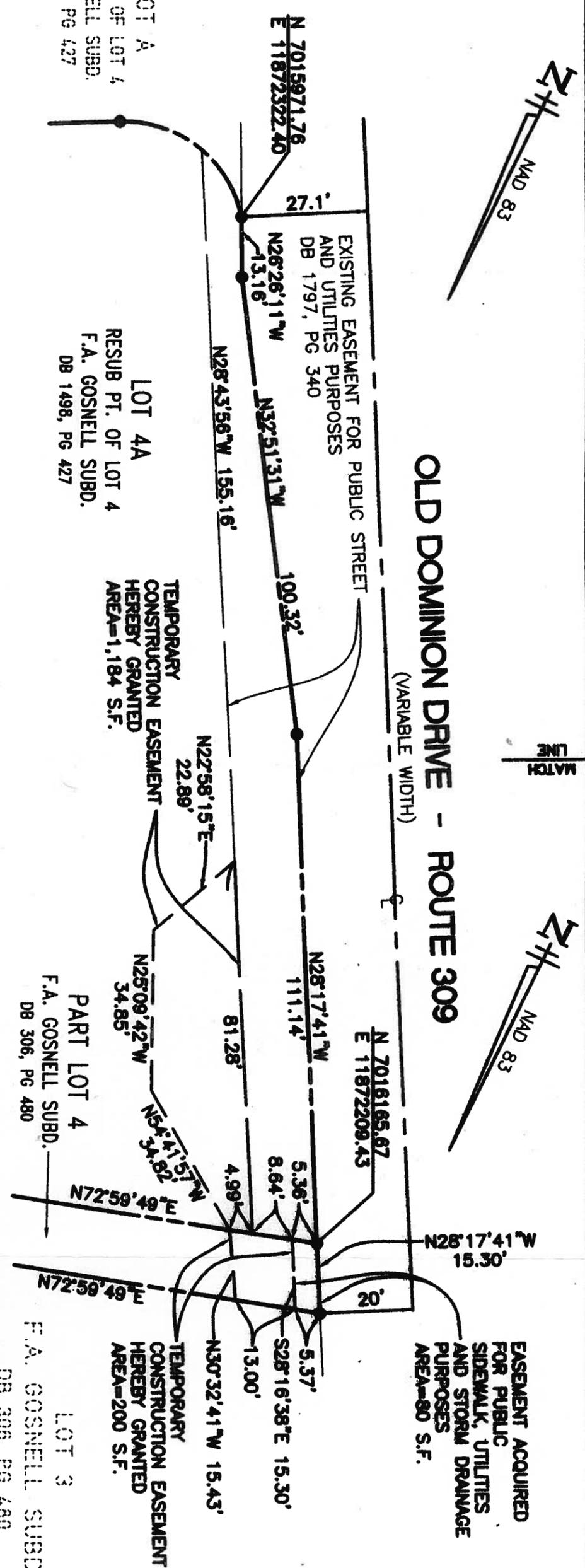
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 201____.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM:  _____
COUNTY ATTORNEY

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061016
Address: Old Dominion Drive, Arlington, Virginia



NOTES:

1. THE PROPERTIES DELINEATED HEREON APPEAR ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBER 31-8 AS REAL PROPERTY CODE (RPC) NUMBER 03061016 AND 03061003.
2. OWNER: WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED
DEED BOOK 2187, PAGE 1682 (RPC 03061016)
DEED BOOK 1526, PAGE 31 (RPC 03061003)
ADDRESS: 3017 N. GLEBE RD., ARLINGTON VA, 22207

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 11-10-2010

APPROVED: 11-10-2010

PLAT EXAMINER
Rose Woodhams

SUBDIVISION & BONDS ADMINISTRATOR
[Signature]



FA. GOSNELL SUBDIVISION

DEED BOOK 306, PAGE 480
AND

**OF A RESUBDIVISION OF PART OF LOT 4
FA. GOSNELL SUBDIVISION**

AND A 1' RESERVATION
SECTION 1

NETHERFAULD

DEED BOOK 1498, PAGE 427
ARLINGTON COUNTY, VIRGINIA
SCALE: 1"=25' DATE: 10-4-10

BURGESS & NIPLE, INC.
4160 PLEASANT VALLEY ROAD, CHANTILLY, VA 20151-1226 (703) 631-9630

JOB: 99D015 WO: 47539 SHEET 1 OF 1 **F-1964**

**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 _____, 201____, by **WASHINGTON GOLF AND COUNTRY CLUB, INCORPORATED** (also known of record as **WASHINGTON GOLF AND COUNTRY CLUB, INC., WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED, WASHINGTON GOLF & COUNTRY CLUB, INC.,** and **WASHINGTON GOLF AND COUNTRY CLUB**), a Virginia nonstock corporation ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee"), and **CARDINAL BANK, N.A.**, a national banking association ("Lender").

RECITALS:

WHEREAS, Grantor is the fee owner of those certain tracts, pieces, or parcels of real estate described herein, situated in Arlington County, Virginia, being a portion of the properties acquired by the Grantor by virtue of the instrument recorded in Deed Book 1903, page 840, among the land records of Arlington County, Virginia; and

WHEREAS, the Property is subject to a certain Negative Pledge Agreement, dated May 7, 2003, recorded in Deed Book 3506 at Page 2543, and assigned to Lender in Deed Book 3735 at Page 608, among the land records of Arlington County, Virginia (Negative Pledge Agreement); and

WHEREAS, by that certain Negative Pledge Agreement, Grantor agreed not to cause or suffer to exist any sale, conveyance, assignment, encumbrance, alienation or other transfer of title to the Property without the prior written consent of Lender; and

WHEREAS, it is the desire of Grantor, with the consent and approval of the Lender as evidenced by its execution of this Deed of Easement, to create, grant and convey unto Grantee, a perpetual easement for public sidewalk, retaining wall, utilities and storm drainage purposes as further described herein.

1

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061011
Address: Old Dominion Drive, Arlington, Virginia

v3

WITNESSETH:

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, retaining wall, utilities and storm drainage purposes over, under, upon and across **Three Hundred Twenty-eight (328)** 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 Various Easements on Lot 2 of the Subdivision of the Blanche Mason Lot, and Part of Parcel B, P.M. Rixey Estate, Deed Book 1227, Page 34, Arlington County, Virginia**" which plat was approved on November 10, 2010, by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same properties acquired by the Grantor by deed dated **January 5, 1976**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **1903** at Page **840**, and more particularly described therein as "**see Addendum 'A' attached**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, retaining wall, 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, retaining wall, 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, retaining wall, utilities, and storm drainage system within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent on or 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 sidewalk, retaining wall, utilities and storm 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.

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061011
Address: Old Dominion Drive, Arlington, Virginia

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.

JOINDER AND CONSENT

Lender Joins herein solely for the purposes of consenting to the conveyance of this Easement, as required by the Negative Pledge Agreement.

WITNESS the following signature(s):

GRANTOR:

WASHINGTON GOLF AND COUNTRY CLUB, INCORPORATED,
a Virginia nonstock corporation (also known of record as **WASHINGTON GOLF AND COUNTRY CLUB, INC., WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED, WASHINGTON GOLF & COUNTRY CLUB, INC., and WASHINGTON GOLF AND COUNTRY CLUB**)

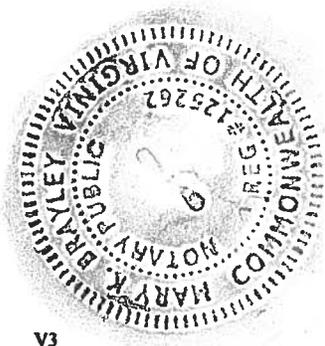
By: *Patrick F. Minan*
Name: PATRICK F. MINAN
Title: PRESIDENT

State: VIRGINIA
County: FARFAX

The foregoing instrument was acknowledged before me on this 29th day of April, 2011, by Patrick F. Minan, President, of **Washington Golf and Country Club, Incorporated**, a Virginia nonstock corporation, Grantor.

Notary Public: *Mary K. Brayley*
My Commission expires: 09-30-2014
Notary ID #: 125262

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061011
Address: Old Dominion Drive, Arlington, Virginia



LENDER:

CARDINAL BANK, N.A., a national banking association

By: [Signature]

Name: Kevin Reynolds

Title: president

STATE: Virginia

COUNTY: Fairfax :

The foregoing instrument was acknowledged before me on this 6th day of May, 2011, by Kevin Reynolds as president of Cardinal Bank, N.A., a national banking association.

Notary Public: Abeba Ghebremedhin

My Commission Expires: 12/31/2012

Notary ID #: 7149487



Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061011
Address: Old Dominion Drive, Arlington, Virginia

GRANTEE:

Accepted this _____ day of _____, 201____, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 201____.

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 _____, 201____.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
Project #: TBOD (the "Project")
RPC: 03061011
Address: Old Dominion Drive, Arlington, Virginia

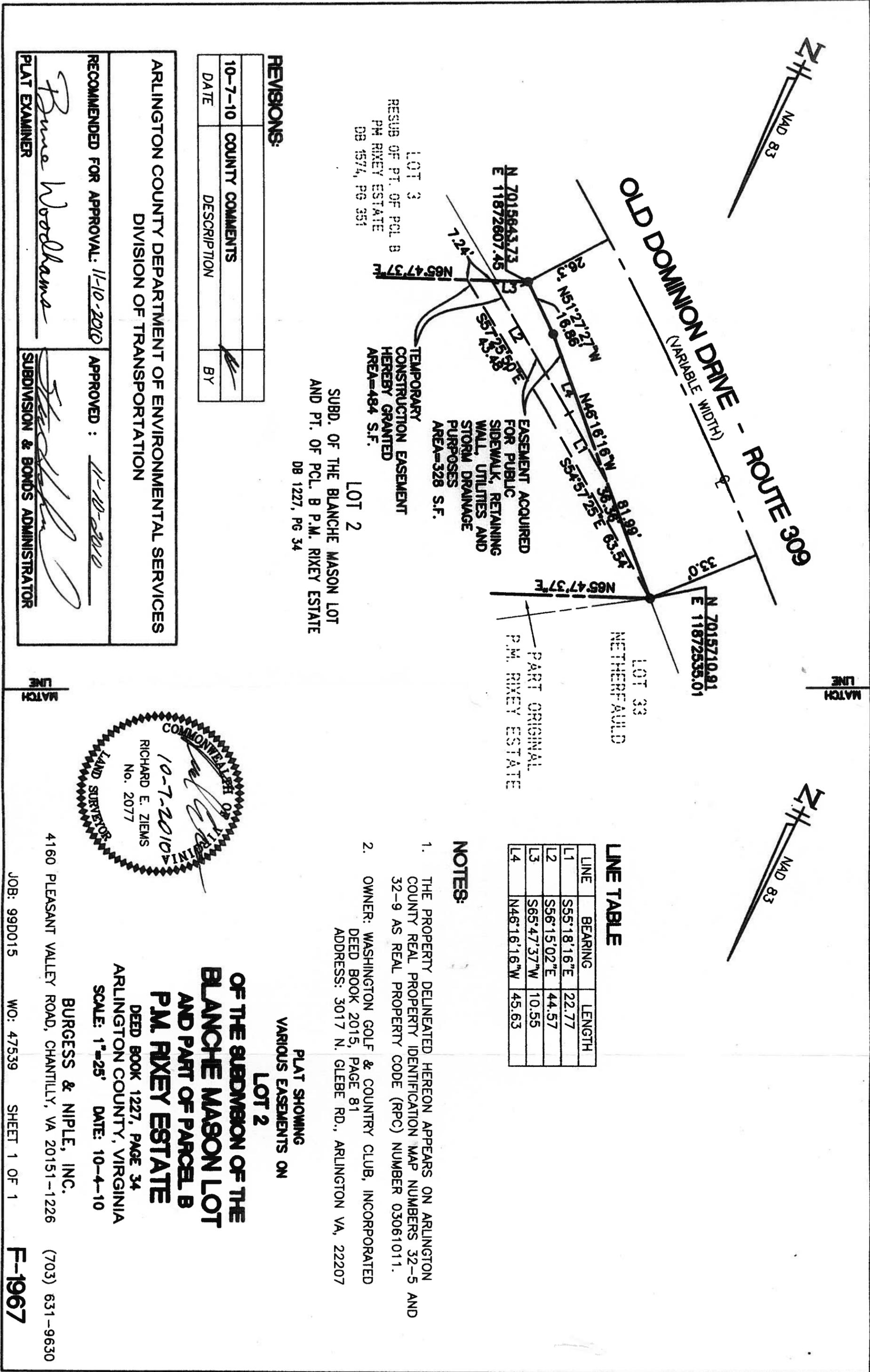
ADDENDUM A

Parcel C: (1) Lot 1, as shown on a plat entitled Subdivision of the Blanche Mason Lot and Part of Parcel "B" P.M. Rixey Estate made by D.M. Maher, certified Land Surveyor, dated October 1955; said plat being attached and made a part of a Deed from Blanche Cogswell to Gail G. Webster, et ux, dated October 27th, 1955 and recorded among the land records of Arlington County, Virginia in Deed Book 1227 at Page 34; Less and Except 1890 square feet of land conveyed to the Commonwealth of Virginia in Deed Book 1506 at page 493, and (2) all of Lot 2, as shown upon a plat entitled "Subdivision of the Blanche Mason Lot and part of Parcel B, P.M. Rixey Estate" made by D.M. Maher, certified Land Surveyor, dated October, 1955; said plat being attached to and made a part of a deed from Blanche Cogswell to Gail G. Webster, et ux, dated October 27, 1955 and recorded among the land records of Arlington County, Virginia in Deed Book 1227 at page 34.

The above Parcel C being more particularly described by metes and bounds as follows:

Beginning at a point in the westerly line of North Glebe Road, State Route 120, said point lies in the southerly line of the former Elizabeth Stearns tract and in the northerly line of Lot 1 of the Blanche Mason lot, as the same appears duly recorded among the land records of Arlington County, Virginia; thence running with the said westerly line of North Glebe Road, 17.91 feet along the arc of a curve to the right, which curve has a radius of 2022.59 feet, the chord of which arc bears S. 22 degrees 25 minutes 01 second E. – 17.91 feet to the P. T.; thence continuing with the said westerly line of North Glebe Road, S. 22 degrees 10 minutes 00 second E. – 73.10 feet to a point, said point being in the northerly line of Lot 3, P. M. Rixey Estate, as the same appears duly recorded among the land records of Arlington County, Virginia; thence departing from the said westerly line of North Glebe Road and running with the said northerly line of Lot 3, P. M. Rixey Estate, as the same appears duly recorded among the land records of Arlington County, Virginia; thence departing from the said westerly line of North Glebe Road and running with the said northerly line of Lot 3, P. M. Rixey Estate and its southwestwesterly extension, S. 65 degrees 48 minutes 31 seconds W. – 241.90 feet to a point in the easterly line of Old Dominion Drive, Route 309; thence running with the said easterly line of Old Dominion Drive, N. 51 degrees 26 minutes 33 seconds W. – 16.86 feet and N. 46 degrees 15 minutes 22 seconds W. – 81.99 feet to a point; thence departing from the said easterly line of Old Dominion Drive and running with a portion of the northerly line of the aforesaid Blanche Mason Lot, N. 65 degrees 48 minutes 31 seconds E. – 283.56 feet to the point of beginning, containing 23,965 square feet of land.

Project: Old Dominion Drive, North Glebe Rd. to 38th St. North
 Project #: TBOD (the "Project")
 RPC: 03061011
 Address: Old Dominion Drive, Arlington, Virginia



LINE TABLE

LINE	BEARING	LENGTH
L1	S55°18'16"E	22.77
L2	S56°15'02"E	44.57
L3	S65°47'37"W	10.55
L4	N46°16'16"W	45.63

NOTES:

1. THE PROPERTY DELINEATED HEREON APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NUMBERS 32-5 AND 32-9 AS REAL PROPERTY CODE (RPC) NUMBER 03061011.
2. OWNER: WASHINGTON GOLF & COUNTRY CLUB, INCORPORATED
DEED BOOK 2015, PAGE 81
ADDRESS: 3017 N. GLEBE RD., ARLINGTON VA, 22207

REVISIONS:

DATE	DESCRIPTION	BY
10-7-10	COUNTY COMMENTS	

ARLINGTON COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF TRANSPORTATION

RECOMMENDED FOR APPROVAL: 11-10-2010

APPROVED: 11-10-2010

PLAT EXAMINER *Bruce Woodlawn*

SUBDIVISION & BONDS ADMINISTRATOR *[Signature]*



**OF THE SUBDIVISION OF THE
BLANCHE MASON LOT
AND PART OF PARCEL B
P.M. RIXEY ESTATE**

DEED BOOK 1227, PAGE 34
ARLINGTON COUNTY, VIRGINIA
SCALE: 1"=25' DATE: 10-4-10

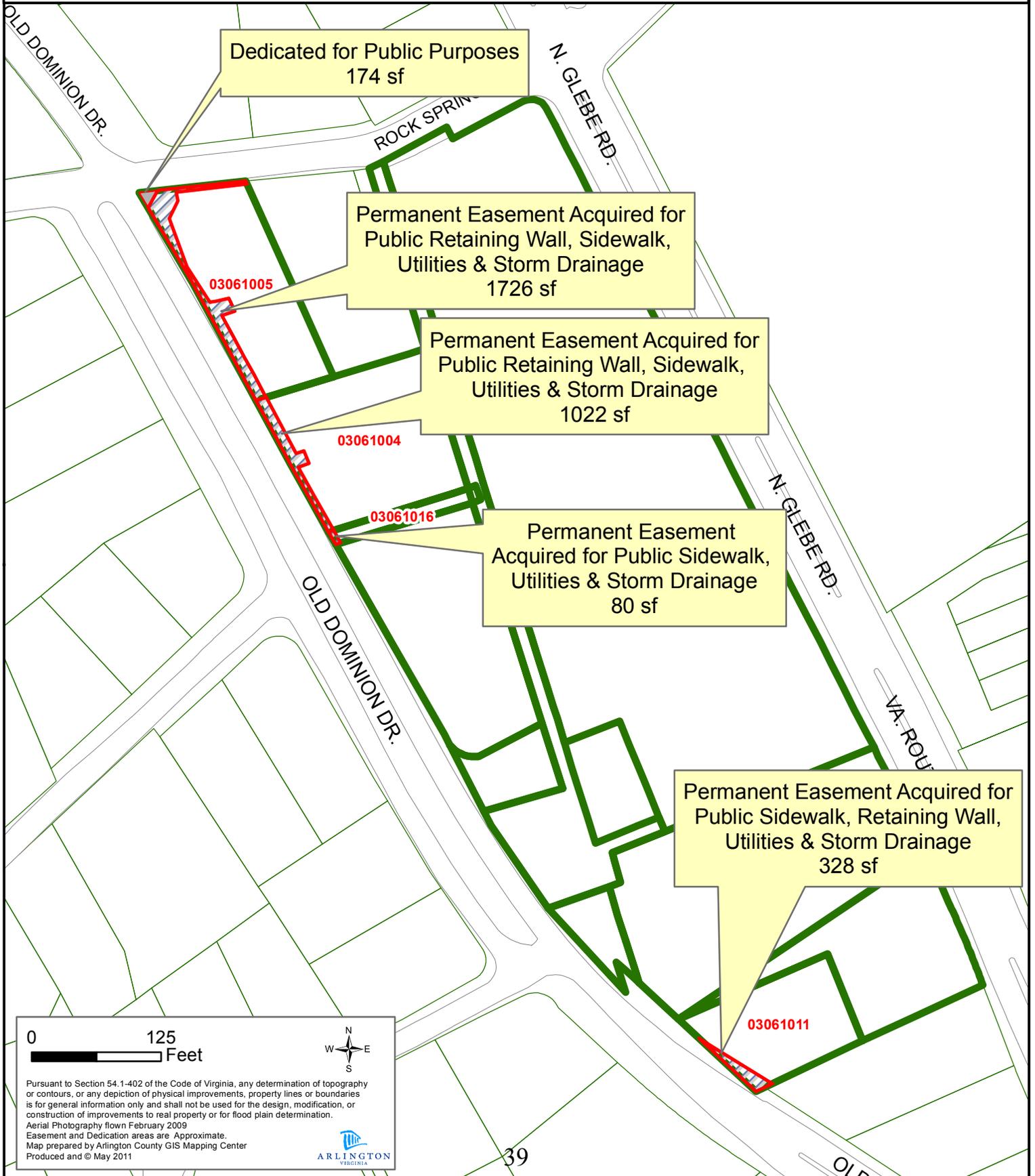
BURGESS & NIPLE, INC.
4160 PLEASANT VALLEY ROAD, CHANTILLY, VA 20151-1226

(703) 631-9630

Vicinity Map

Old Dominion Drive Project

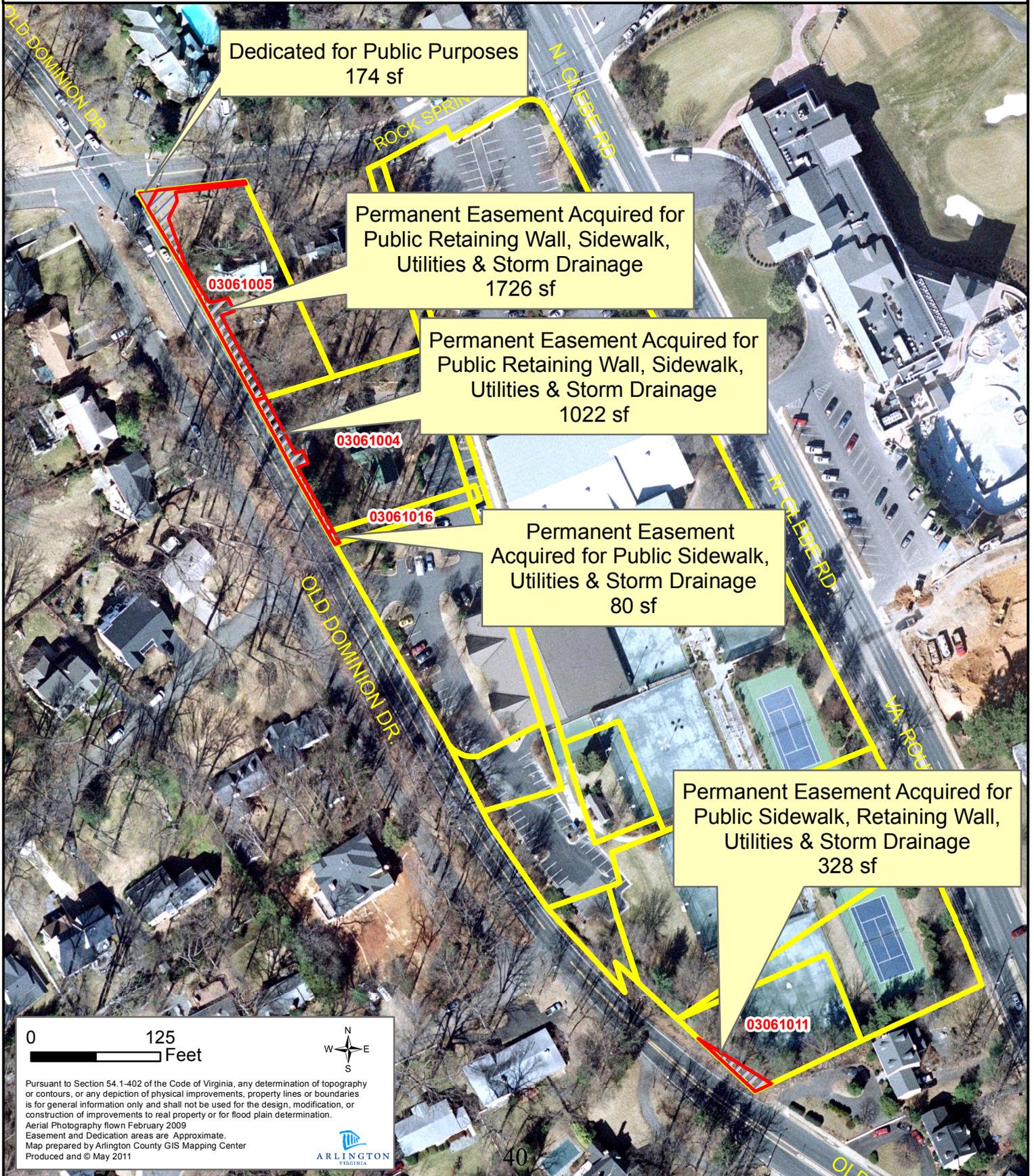
RPC # 03061004, 03061005, 03061011, & 03061016



Vicinity Map

Old Dominion Drive Project

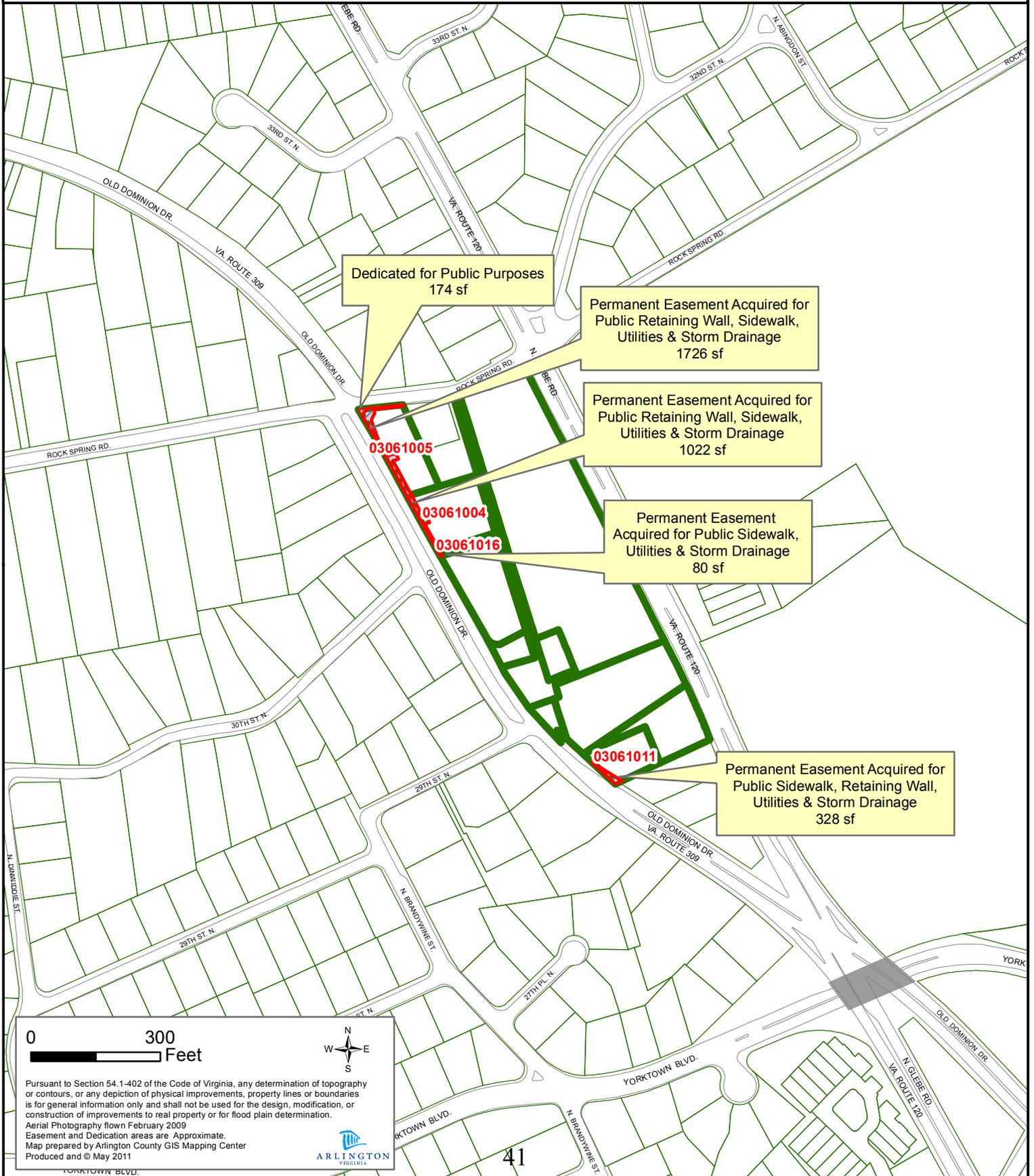
RPC # 03061004, 03061005, 03061011, & 03061016



Vicinity Map

Old Dominion Drive Project

RPC # 03061004, 03061005, 03061011, & 03061016



0 300 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 and Dedication areas are Approximate.
 Map prepared by Arlington County GIS Mapping Center
 Produced and © May 2011

