



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of July 9, 2011

DATE: June 10, 2011.

SUBJECT: Approval of Eight Deeds of Easement for Public Street Lighting Purposes for a Department of Environmental Services, Neighborhood Conservation Project on Portions of the Properties Located Between South Glebe Road and Columbia Pike in Arlington County, Virginia (RPC#s 32-001-PCA, 32-002-PCAI, 32-001-PCA, 32-001-PCE, 32-001-PCD, 32-007-PCC, 32-007-PCB, 32-007-PCA, 32-013-PCA and 32-014-PCA).

C. M. RECOMMENDATIONS:

1. Approve the Deeds of Easement, attached hereto as Exhibits 1, 2, 4, 6, 7 and 8, between the Unit Owners of Arlington Village and the County Board of Arlington County, Virginia, granting to the County permanent easements for public street lighting purposes on portions of the properties located between South Glebe Road and Columbia Pike along South Barton Street, 16th Street South, and South Edgewood Street, in Arlington County, Virginia, RPC#s 32-001-PCA, RPC# 32-002-PCAI, 32-007-PCC, 32-007-PCA and 32-013-PCA;
2. Approve the Deed of Easement, attached hereto as Exhibit 3, between Fairway Village Condominium Unit Owners and the County Board of Arlington County, Virginia, granting to the County a permanent easement for public street lighting purposes on a portion of the property located between South Glebe Road and Columbia Pike along the easterly side of South Barton Street in Arlington County, Virginia, RPC# 32-001-PCE & RPC# 32-001-PCD;
3. Approve the Deed of Easement attached hereto as Exhibit 5, between the Arlington Village Courtyards Condominium Unit Owners and the County Board of Arlington County, Virginia, granting to the County a permanent easement for public street lighting purposes on a portion of the property located between South Glebe Road and Columbia Pike along the southerly side of 16th Street South in Arlington County, Virginia, RPC# 32-007-PCB;

County Manager:

County Attorney:

28.

Staff: Troy Harris, DES, Real Estate Bureau

4. Authorize the Real Estate Bureau Chief, or his designee, to execute on behalf of the County Board, the attached Deeds of Easement, subject to approval as to form of all documents by the County Attorney.

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 issues have been identified concerning this agenda item.

SUMMARY: This is a request for the County Board's approval and authorization to accept eight (8) Deeds of Easement, attached hereto as Exhibits 1 – 8, which would convey nine (9) permanent easements for public street lighting purposes associated with the Department of Environmental Services, Neighborhood Conservation project known as "Columbia Heights/Arlington Village, Street Lighting Project."

BACKGROUND: The attached Deeds of Easement would convey nine (9) permanent easements to the County. The County would use the permanent easements to install, maintain, replace or repair public street lights and public street lighting accessories. The permanent easements would extend along both sides of South Barton Street, 16th Street South and South Edgewood Street and through Arlington Village, Arlington Village Courtyards, and Fairway Village.

DISCUSSION: The attached Deeds of Easement would convey nine (9) permanent easement areas to the County. The permanent easements would grant the County the necessary rights to construct and maintain LED Carlyle street lights along the frontages of three condominium communities: Arlington Village, Arlington Village Courtyards, and Fairway Village. The LED Carlyle street lights would replace older lights that were installed along the frontages of the condominium communities by Dominion Power. The older lights with sodium vapor bulbs that have been in place for a number of years and are due for replacement. The County would control, own, and maintain the new LED Carlyle street lights, which will provide improved energy efficiency and illumination in the condominium communities. The attached Deeds of Easement, their Real Property Codes and permanent easement areas, may be summarized as follows:

- A Deed of Easement for two (2) permanent easement areas consisting of 8,985 square feet and 11,419 square feet, respectively, for public street lighting purposes (RPC# 32-001-PCA & 32-001-PCAI);
- A Deed of Easement for 8,894 square feet in permanent easement for public street lighting purposes (RPC# 32-001-PCA);
- A Deed of Easement for 2,740 square feet in permanent easement for public street lighting purposes (RPC# 32-001-PCE & 32-001-PCD);
- A Deed of Easement for 1,383 square feet in permanent easement for public street lighting purposes (RPC# 32-007-PCC);

- A Deed of Easement for 4,149 square feet in permanent easement for public street lighting purposes (RPC# 32-007-PCB);
- A Deed of Easement for 2,694 square feet in permanent easement for public street lighting purposes (RPC# 32-007-PCA);
- A Deed of Easement for 24,517 square feet in permanent easement for public street lighting purposes (RPC# 32-013-PCA); and
- A Deed of Easement for 8,326 square feet in permanent easement for public street lighting purposes (RPC# 32-014-PCA).

FISCAL IMPACT: Because the 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
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 EASEMENTS

This DEED OF EASEMENTS is made this ____ day of _____, 201____, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM** (“Grantors”), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (“Grantee”).

RECITALS:

WHEREAS, the unit owners of Arlington Village, a Townhouse Condominium, collectively are the owners of the common elements located on the property that is known as Parcel K and Part of Parcel A, Arlington Village Apartments, as provided in the Declaration of Arlington Village, a Townhouse Condominium, recorded in Deed Book **1999** at Page **1829**, as amended in Deed Book **2002** at Page **205**, Deed Book **2007** at Page **1191**, Deed Book **2010** at Page **618**, and Deed Book **2023** at Page **830**, among the land records of Arlington County, Virginia (“Land Records”), and more particularly described in **Addendum ‘A’ attached hereto** (the “Property”);

WHEREAS, the Board of Directors of Arlington Village Townhouse Association (“Board of Directors”) is the agent and attorney-in-fact for the fee simple unit owners of Arlington Village, a Townhouse Condominium, by virtue of Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Amended and Restated Bylaws of Arlington Village Townhouse Association, recorded in Deed Book **2437** at Page **1009**, and rerecorded in Deed Book **2818** at Page **1575**, among the Land Records (the “Bylaws”);

WHEREAS, pursuant to Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Bylaws, the Board of Directors has the power and authority to grant and convey easements on and through the condominium common areas on behalf of the unit owners of Arlington Village, a Townhouse Condominium; and

WHEREAS, the Grantee desires to obtain and the Grantors desire to grant and convey these permanent easements for public street lighting purposes.

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, the Grantors do hereby grant and convey unto the Grantee two (2) perpetual easements for public street lighting purposes over, under, upon and across **Eight Thousand Nine Hundred Eighty-five (8,985) square feet** of land, and **Eleven Thousand Four Hundred Nineteen (11,419) square feet** of land situated in Arlington County, Virginia, designated as Easement #1 & Easement #2, respectively, as shown on the plat attached hereto and made a part hereof, entitled **“Plat Showing Easement for Public Street Purposes on Parcel K and Part Parcel A, Arlington Village, D.B. 454, PG. 14, Arlington County, Virginia”**, which plat was approved on **March 16, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the above described Property (collectively “Public Street Lighting Easements”), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public street lighting, including pole, pole base, brackets, wiring, conduit, cable, fixtures, accessories and appurtenances thereto, within said Public Street Lighting Easements, 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 utilities and facilities within the above-described Public Street Lighting Easements (the Public Street Lighting Easements, and the rights related thereto, are referred to herein jointly as the “Easements” or “Easement Areas”).

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.

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 Areas which are 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 street lighting within the Easement Areas, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Easement Areas 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 Areas; (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 Areas that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public street lighting within or adjacent to the Easement Areas; 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 Easements.

This Deed of Easements 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 Easements.

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

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

WITNESS the following signature(s):

[Signature(s) Appear on the Following Pages]

GRANTORS:

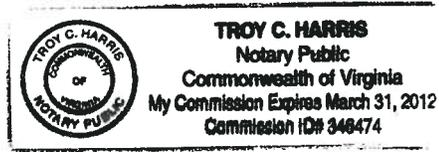
**UNIT OWNERS OF ARLINGTON VILLAGE, A
TOWNHOUSE CONDOMINIUM by the BOARD
OF DIRECTORS OF ARLINGTON VILLAGE
TOWNHOUSE ASSOCIATION, their attorney in fact**

By: [Signature]
Name: Gregory P. Mesack
As: President
of the Board of Directors

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of June, 2011, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM**, Grantors, by Gregory P. Mesack, President of the **BOARD OF DIRECTORS OF ARLINGTON VILLAGE TOWNHOUSE ASSOCIATION**, their attorney in fact.

Notary Public: [Signature]
My Commission expires: March 31, 2012



Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPCs: 32001PCA & 32001PCAI
Address: South Barton Street, 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: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPCs: 32001PCA & 32001PCAI
Address: South Barton Street, Arlington, Virginia

Addendum A**DESCRIPTION****PART OF PARCEL A
ARLINGTON VILLAGE APARTMENTS**

Beginning at the northeasterly corner of Parcel A, Arlington Village Apartments, as same appears duly platted and recorded in Deed Book 454 at Page 14 among the land records of Arlington County, Virginia, said point of beginning being also the southeasterly corner of the now or former B. M. Smith Property, said point of beginning being also in the westerly boundary of the Curtis B. Graham Estate, as same appears duly platted and recorded among the aforementioned land records; thence running with the easterly boundary of Parcel A, Arlington Village Apartments as same lies common with the boundary of the Curtis B. Graham Estate, and the Army-Navy Country Club, Inc., S. 14 degrees 54 minutes 46 seconds E. – 1,750.48 feet to a point; thence departing from said boundary and crossing aforementioned Parcel A, Arlington Village Apartments, S. 75 degrees 05 minutes 14 seconds W. – 174.57 feet to its intersection with the easterly right-of-way line of South Barton Street; thence running with said easterly right-of-way line of South Barton Street along the following courses and distances: 155.62 feet along the arc of a curve to the left, which distances: 155.62 feet along the arc of a curve to the left, which curve has a radius of 708.91 feet, the chord of which arc bears N. 34 degrees 49 minutes 37 seconds W. – 155.31 feet to the P.T.; thence continuing N. 41 degrees 06 minutes 57 seconds W. – 78.82 feet to the P.C. of a curve to the right; thence 427.99 feet along the arc of said curve to the right, which curve has a radius of 563.43 feet, the chord of which bears, N. 19 degrees 21 minutes 15.5 seconds W. – 417.78 feet to the P.T.; thence still continuing with said easterly right-of-way line of South Barton Street, N 2 degrees 24 minutes 26 seconds E. – 84.08 feet to the P.C. of a curve to the left; thence 321.48 feet along the arc of said curve to the left, which curve has a radius of 852.62 feet, the chord of which bears, N. 8 degrees 23 minutes 40 seconds W. – 319.58 feet to the P.T.; thence continuing with said right-of-way line of South Barton Street, N. 19 degrees 11 minutes 46 seconds W. – 649.08 feet to a point; thence departing from said street line and crossing aforementioned Parcel A, Arlington Village Apartments, along the following courses and distances: N. 70 degrees 42 minutes 49 seconds E. – 67.48 feet; N. 19 degrees 17 minutes 11 seconds W. – 8.75 feet; N. 70 degrees 42 minutes 49 seconds E. – 6.00 feet; and N. 19 degrees 17 minutes 11 seconds W. – 42.06 feet to a point, said point lying in a northerly boundary of aforesaid Parcel A, Arlington Village Apartments, said point lying also in the southerly boundary of the aforementioned now or former property of B. M. Smith; thence running with the northerly boundary of Parcel A, Arlington Village Apartments, as the same lies common with the now or former B. M.

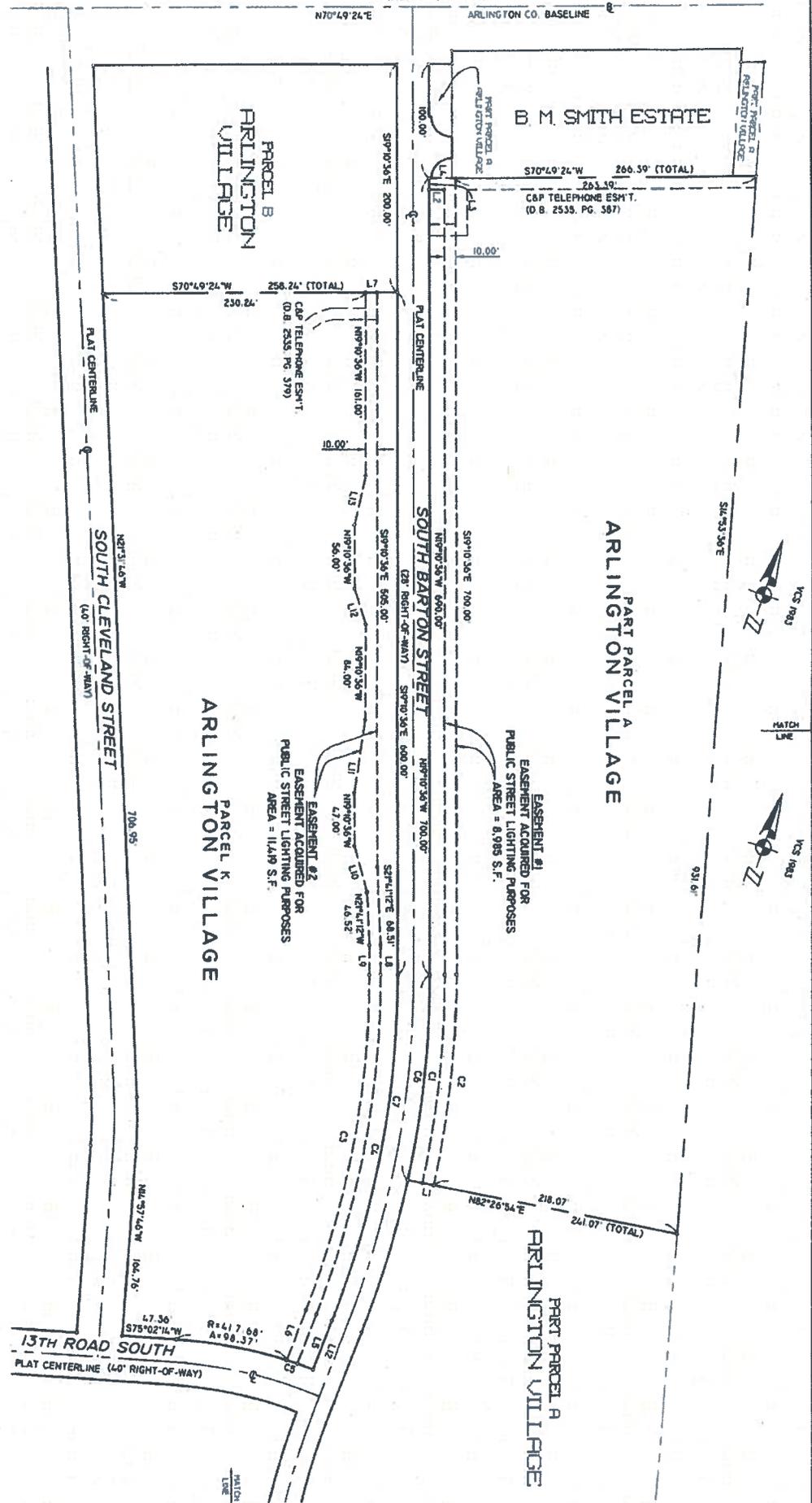
Smith Property, N. 70 degrees 48 minutes 14 seconds E. – 212.74 feet to the point of beginning; containing 453,195 square feet of land.

PARCEL K
ARLINGTON-VILLAGE APARTMENTS

Beginning at the northeasterly intersection of South-Cleveland Street with 13th Road, South, said point of beginning being the southwesterly corner of Parcel K, Arlington Village Apartments, as same appears duly platted and recorded in Deed Book 454 at Page 14 among the land records of Arlington County, Virginia; thence running with the easterly right-of-way line of South Cleveland Street, N. 14 degrees 58 minutes 56 seconds W. – 164.76 feet to the P.C. of a curve to the left; thence 45.34 feet along the arc of said curve to the left, which curve has a radius of 395.63 feet, the chord of which arc bears N. 18 degrees 15 minutes 56 seconds W. – 45.32 feet to the P.T.; thence continuing with said easterly right-of-way line of South Cleveland Street, N. 21 degrees 32 minutes 56 seconds W. – 706.95 feet to a point, said point being the corner common to Parcel B and Parcel K, Arlington Village Apartments; thence departing from said street line and running with the property line common to aforesaid Parcels B and K, Arlington Village Apartments, N. 70 degrees 48 minutes 14 seconds E. – 258.24 feet to a point, said point lying in the westerly right-of-way line of South Barton Street; thence running with the said westerly line of South Barton Street, S. 19 degrees 11 minutes 46 seconds E. – 600.00 feet to the P.C. of a curve to the right; thence 310.92 feet along the arc of said curve to the right, which curve has a radius of 824.62 feet, the chord of which arc bears S. 8 degrees 23 minutes 40 seconds E. – 309.08 feet to the P.T.; thence continuing with said right-of-way line, S. 2 degrees 24 minutes 26 seconds W. – 46.06 feet to its intersection with the northerly right-of-way line of 13th Road, South; thence running with said northerly right-of-way line of 13th Road, South, 123.39 feet along the arc of a curve to the left, which curve has a radius of 417.68 feet, the chord of which bears S. 83 degrees 28 minutes 51 seconds W. – 122.94 feet to the P.T.; thence continuing with said street line, S. 75 degrees 01 minute 04 seconds W. – 47.36 feet to the point of beginning; containing 216,724 square feet of land.

COLUMBIA PIKE
ARLINGTON COUNTY ROAD
(D.B. 4,599, PG. 2015)

N70°49'24"E ARLINGTON CO. BASELINE



LINE TABLE

LINE	BEARING	DISTANCE
L1	S87°26'54"W	10.00'
L2	S70°49'24"W	13.00'
L3	N0°10'36"W	10.00'
L4	N70°49'24"E	23.00'
L5	S02°28'55"W	4.645'
L6	N02°28'55"E	4.645'
L7	N02°28'55"E	4.645'
L8	S09°10'56"E	26.56'
L9	N09°10'56"W	26.56'
L10	N42°45'54"W	4.212'
L11	N09°10'37"W	55.00'
L12	N45°46'59"W	35.00'
L13	N09°02'25"W	44.00'

CURVE TABLE

CURVE	STATION	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	145.00'	186.48'	186.43'	S15°30'43"E	174.00'	93.50'
C2	179.62'	506.27'	506.14'	S00°22'50"W	273.50'	152.50'
C3	417.64'	181.97'	181.47'	N12°11'05"W	172.78'	84.47'
C4	836.02'	309.90'	309.00'	S09°22'50"E	273.50'	152.50'



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

PLAT SHOWING
EASEMENT ACQUIRED FOR
PUBLIC STREET LIGHTING PURPOSES ON
PARCEL N AND PART PARCEL A
ARLINGTON VILLAGE
D. B. 4,599, PG. 16

APPROVED 3-16-2011
COUNTY SURVEYOR

SCALE: 1" = 60'
DRAWN BY: SWM
CHECKED BY: RLF
CADD FILE: PL1534727\UNDP\330202\ARL.VMG
APPROVED 3-16-2011
SUBVISION & RECORDS ADMINISTRATION

RFC 3300RCA & 3300RCA
OWNER: ARLINGTON VILLAGE
A TOWNHOUSE CONDOMINIUM
D.B. 1999, PG. 1829
ADDRESS: S. BARTON 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 ____ day of _____, 201____, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM** ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

RECITALS:

WHEREAS, the unit owners of Arlington Village, a Townhouse Condominium, collectively are the fee simple owners of the common elements located on the property that is known as Part Parcel A, Arlington Village Apartments, as provided in a Declaration for Arlington Village, a Townhouse Condominium, recorded in Deed Book **1999** at Page **1829**, and as amended in Deed Book **2002** at Page **205**, Deed Book **2007** at Page **1191**, Deed Book **2010** at Page **618**, and Deed Book **2023** at Page **830**, among the land records of Arlington County, Virginia ("Land Records") and more particularly described in **Addendum 'A' attached hereto** (the "Property");

WHEREAS, the Board of Directors of Arlington Village, a Townhouse Condominium ("Board of Directors") is the agent and attorney-in-fact for the fee simple unit owners of Arlington Village, a Townhouse Condominium by virtue of Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Amended and Restated Bylaws of Arlington Village Townhouse Condominium Association recorded in Deed Book **2437** at Page **1009**, and rerecorded in Deed Book **2818** at Page **1575**, among the Land Records (the "Bylaws");

WHEREAS, pursuant to Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Bylaws, the Board of Directors has the power and authority to grant and convey easements on and through the condominium common elements on behalf of the unit owners of Arlington Village, a Townhouse Condominium; and

Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPCs: 32001PCA
Address: South Barton Street, Arlington, Virginia

WHEREAS, the Grantee desires to obtain and the Owners desire to grant and convey this permanent easement for public street lighting purposes to the Grantee.

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, the Grantors do hereby grant and convey unto the Grantee a perpetual easement for public street lighting purposes over, under, upon and across **Eight Thousand Eight Hundred Ninety-four (8,894)** square feet of land ("Public Street Lighting Easement") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Public Street Lighting Purposes on Part Parcel A, Arlington Village, D.B. 454, PG. 14, Arlington County, Virginia**", which plat was approved on **March 16, 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, together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public street lighting, including pole, pole base, brackets, wiring, conduit, cable, fixtures, accessories and appurtenances thereto, within said Public Street Lighting Easement, 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 utilities and facilities within the above-described Public Street Lighting Easement (the Easement Public Street Lighting Easement, 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 street lighting 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 street lighting 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):

[Signature(s) Appear on the Following Pages]

GRANTORS:

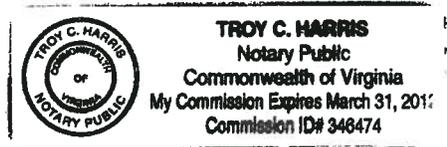
**UNIT OWNERS OF ARLINGTON VILLAGE,
A TOWNHOUSE CONDOMINIUM,
by the BOARD OF DIRECTORS OF
ARLINGTON VILLAGE TOWNHOUSE
ASSOCIATION, their attorney in fact**

By: *Gregory P. Mesack*
Name: Gregory P. Mesack
Title: President

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of June, 2011, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM**, by Gregory P. Mesack, President of the **BOARD OF DIRECTORS OF ARLINGTON VILLAGE TOWNHOUSE ASSOCIATION**, their attorney in fact, Grantors.

Notary Public: *Troy C. Harris*
My Commission expires: March 31, 2012



Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPCs: 32001PCA
Address: South Barton Street, Arlington, Virginia

GRANTEE:

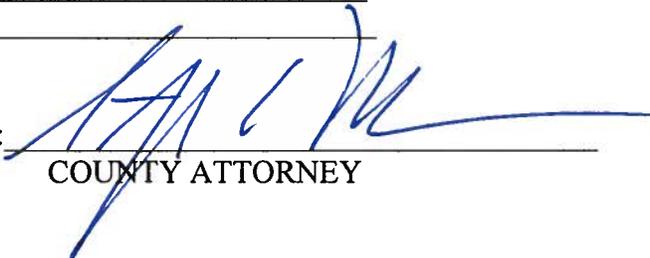
Accepted this _____ day of _____, 201____, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 201____.

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: _____

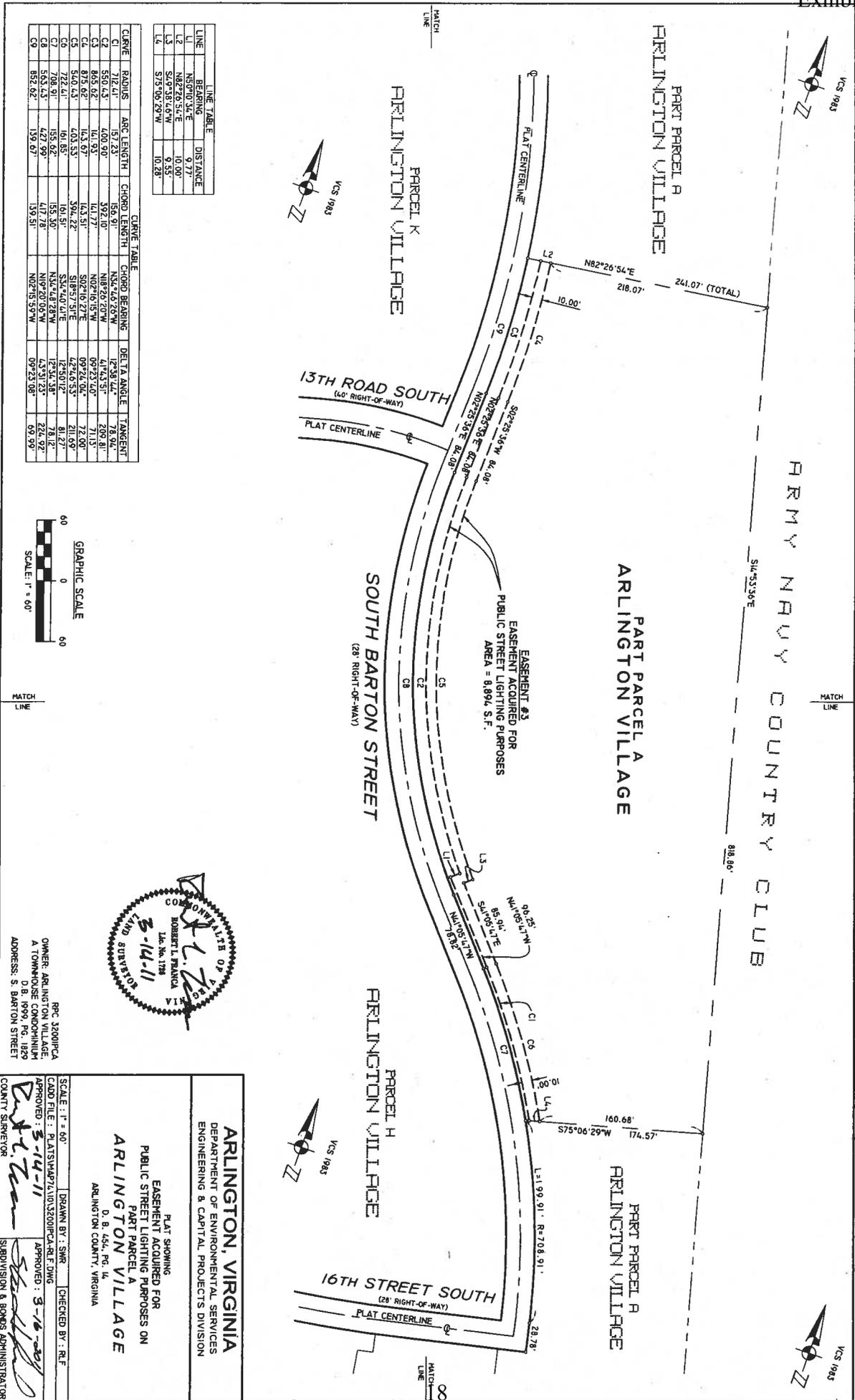
APPROVED AS TO FORM: 
COUNTY ATTORNEY

Addendum A

DESCRIPTION

PART OF PARCEL A
ARLINGTON VILLAGE APARTMENTS

Beginning at the northeasterly corner of Parcel A, Arlington Village Apartments, as same appears duly platted and recorded in Deed Book 454 at Page 14 among the land records of Arlington County, Virginia, said point of beginning being also the southeasterly corner of the now or former B. M. Smith Property, said point of beginning being also in the westerly boundary of the Curtis B. Graham Estate, as same appears duly platted and recorded among the aforementioned land records; thence running with the easterly boundary of Parcel A, Arlington Village Apartments as same lies common with the boundary of the Curtis B. Graham Estate, and the Army-Navy Country Club, Inc., S. 14 degrees 54 minutes 46 seconds E. – 1,750.48 feet to a point; thence departing from said boundary and crossing aforementioned Parcel A, Arlington Village Apartments, S. 75 degrees 05 minutes 14 seconds W. – 174.57 feet to its intersection with the easterly right-of-way line of South Barton Street; thence running with said easterly right-of-way line of South Barton Street along the following courses and distances: 155.62 feet along the arc of a curve to the left, which curve has a radius of 708.91 feet, the chord of which arc bears N. 34 degrees 49 minutes 37 seconds W. – 155.31 feet to the P.T.; thence continuing N. 41 degrees 06 minutes 57 seconds W. – 78.82 feet to the P.C. of a curve to the right; thence 427.99 feet along the arc of said curve to the right, which curve has a radius of 563.43 feet, the chord of which bears, N. 19 degrees 21 minutes 15.5 seconds W. – 417.78 feet to the P.T.; thence still continuing with said easterly right-of-way line of South Barton Street, N 2 degrees 24 minutes 26 seconds E. – 84.08 feet to the P.C. of a curve to the left; thence 321.48 feet along the arc of said curve to the left, which curve has a radius of 852.62 feet, the chord of which bears, N. 8 degrees 23 minutes 40 seconds W. – 319.58 feet to the P.T.; thence continuing with said right-of-way line of South Barton Street, N. 19 degrees 11 minutes 46 seconds W. – 649.08 feet to a point; thence departing from said street line and crossing aforementioned Parcel A, Arlington Village Apartments, along the following courses and distances: N. 70 degrees 42 minutes 49 seconds E. – 67.48 feet; N. 19 degrees 17 minutes 11 seconds W. – 8.75 feet; N. 70 degrees 42 minutes 49 seconds E. – 6.00 feet; and N. 19 degrees 17 minutes 11 seconds W. – 42.06 feet to a point, said point lying in a northerly boundary of aforesaid Parcel A, Arlington Village Apartments, said point lying also in the southerly boundary of the aforementioned now or former property of B. M. Smith; thence running with the northerly boundary of Parcel A, Arlington Village Apartments, as the same lies common with the now or former B. M. Smith Property, N. 70 degrees 48 minutes 14 seconds E. – 212.74 feet to the point of beginning; containing 453,195 square feet of land.



LINE	BEARING	DISTANCE
L1	N82°26'54"E	9.77'
L2	N82°26'54"E	10.00'
L3	S45°38'4.6"W	9.55'
L4	S75°06'29"W	10.28'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	712.41'	151.73'	156.91'	N34°46'29"W	12°38'44"	78.94'
C2	350.43'	400.90'	392.10'	N82°26'29"W	41°43'51"	209.81'
C3	875.62'	143.67'	141.51'	N82°26'29"W	69°23'50"	71.15'
C4	540.43'	403.53'	396.22'	S18°57'51"E	47°46'53"	211.69'
C5	722.41'	161.85'	160.51'	S34°46'41"E	12°54'38"	81.27'
C6	706.91'	155.92'	155.30'	N34°46'28"W	12°54'38"	78.12'
C7	563.43'	427.99'	417.78'	N02°20'05"W	43°31'23"	224.92'
C8	882.62'	139.67'	139.51'	N02°18'59"W	09°23'08"	69.99'



RPC 3200PCA
OWNER: ARLINGTON VILLAGE,
A TOWNHOUSE CONDOMINIUM
D.B. 1899, PG. 1829
ADDRESS: S. BARTON STREET

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

FLAT SHOWING
EASEMENT ACQUIRED FOR
PUBLIC STREET LIGHTING PURPOSES ON
PART PARCEL A
ARLINGTON VILLAGE
D.B. 1899, PG. 1829
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 60'
DRAWN BY: SMR
CHECKED BY: RLF
CADD FILE: PLATSMAP21A1013200PCA-BLF.DWG
APPROVED: 5-14-11
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 _____, 201____, by the **FAIRWAY VILLAGE CONDOMINIUM UNIT OWNERS** (“Grantors”) and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (“Grantee”).

RECITALS:

WHEREAS, the unit owners of Fairway Village Condominium collectively are the fee simple owners of the common elements located on the property that is known as Phase I and Phase II of Fairway Village, as provided in the Fairway Village Condominium Declaration recorded in Deed Book **2190** at Page **34**, and as amended in Deed Book **2212** at Page **501**, among the land records of Arlington County, Virginia (“Land Records”), and more particularly described in **Addendum ‘A’ attached hereto** (the “Property”);

WHEREAS, the Board of Directors of Fairway Village Unit Owners Association (“Board of Directors”) is the agent and attorney-in-fact for the Grantors by virtue of Section 55-79.80.B. of the Code of Virginia and Section 4.2 of the Bylaws of Fairway Village Condominium (“Bylaws”), recorded in Deed Book **2190** at Page **70**, among the Land Records;

WHEREAS, pursuant to Section 55-79.80.B. of the Code of Virginia and Section 5.1 (14) of the Bylaws, the Board of Directors has the power and authority to grant and convey easements on and through the condominium common elements on behalf of the unit owners of Fairway Village Condominium; and

WHEREAS, the Grantee desires to obtain and the Grantors desire to grant and convey this permanent easement for public street lighting purposes.

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

Project: Street Lighting for Arlington Village
Project #: N492 (the “Project”)
RPC: 32001PCE & 32001PCD
Address: South Barton Street, Arlington, Virginia

hereby acknowledged, the Grantors do hereby grant and convey unto the Grantee a perpetual easement for public street lighting purposes over, under, upon and across **Two Thousand Seven Hundred-forty (2,740)** square feet of land situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled **“Plat Showing Easement Acquired for Public Street Lighting Purposes on Parcel C and Part Parcel A, Arlington Village, D.B. 454, PG. 14, Vacated Portion of 16th Street South and Vacated Portion of South Barton Street, D.B. 2096, PG. 1246, Arlington County, Virginia”**, which plat was approved on **March 16, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the above described Property (the "Public Street Lighting Easement"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public street lighting, including pole, pole base, brackets, wiring, conduit, cable, fixtures, accessories and appurtenances thereto, within said Public Street Lighting Easement, 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 utilities and facilities within the above-described Public Street Lighting Easement (the Public Street Lighting Easement, and the rights related thereto, are referred to herein jointly as the "Easement" or "Easement Area").

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 street lighting 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 street lighting 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):

[Signature(s) appear on the following pages]

GRANTORS:

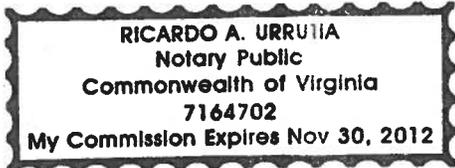
**FAIRWAY VILLAGE CONDOMINIUM UNIT OWNERS,
by the BOARD OF DIRECTORS OF FAIRWAY
VILLAGE UNIT OWNERS ASSOCIATION,
their attorney in fact**

By: [Signature]
Name: William F. DALY III
As MEMBER / DIRECTOR
of the Board of Directors

State: Virginia
County: Charlottesville

The foregoing instrument was acknowledged before me on this 29th day of April, 2011, by the **FAIRWAY VILLAGE CONDOMINIUM UNIT OWNERS**, Grantors, by William F. Daly III, Director of the **BOARD OF DIRECTORS OF FAIRWAY VILLAGE UNIT OWNERS ASSOCIATION**, their attorney in fact.

Notary Public: [Signature]
My Commission expires: 11/30/2012



Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPC: 32001PCE & 32001PCD
Address: South Barton Street, 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 _____, 20____.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: 
COUNTY ATTORNEY

Addendum A

Description of Phase I, Fairway Village, Arlington County, Virginia.

Beginning at a point marking the southeast intersection of the south line of 16th Street South with the east line of South Barton Street, said point being a corner common with Phase I and Phase II, Fairway Village; thence departing the east line of South Barton Street and running with the line of Phase II, Fairway Village, the following courses and distances: N 77 degrees 37 minutes 06 seconds E, 13.08 feet to a point; thence S 14 degrees 54 minutes 46 seconds E, 112.91 feet to a point; thence N 75 degrees 05 minutes 14 seconds E, 143.50 feet to a point in the west line of Army-Navy Country Club property; thence with the west line of Army-Navy Country Club property, S 14 degrees 54 minutes 46 seconds E, 120.37 feet to a point marking a corner to the Army-Navy Country Club property; thence with the north line of the Army-Navy Country Club property, S. 70 degrees 54 minutes 03 seconds W, 196.09 feet to a point marking the southeast corner of Parcel E-3-A, Arlington Village; thence with the east line of Parcel E-3-A, Arlington Village, N 12 degrees 22 minutes 53 seconds W, 249.66 feet to a point marking the northeast corner of Parcel E-3-A, Arlington Village, said point lying in the south line of 16th Street South; thence with the south line of 16th Street South, N 77 degrees 37 minutes 06 seconds W, 28.00 feet to the beginning and containing 29,502 square feet or 0.6773 acre more or less.

Description of Phase II, Fairway Village, Arlington County, Virginia.

Beginning at a point marking the southeast intersection of the south line of 16th Street South with the east line of South Barton Street, said point marking the corner common to Phase I and Phase II, Fairway Village; thence with the east line of South Barton Street, N 12 degrees 22 minutes 53 seconds W, 28.78 feet to a point of curvature; thence 199.90 feet with the arc of a curve bearing to the left and having a radius of 708.91 feet (tangent length 100.62 feet, chord length 199.24 feet, chord bearing N 20 degrees 27 minutes 34 seconds W) to a point; thence departing the east line of South Barton Street and running through Parcel A, Arlington Village, N 75 degrees 05 minutes 14 seconds E, 174.56 feet to a point in the west line of Army-Navy Country Club property; thence with the west line of Army-Navy Country Club property, S 14 degrees 54 minutes 46 seconds E, 340.55 feet to a point marking a corner to Phase I, Fairway Village; thence with the line of Phase I, Fairway Village, the following courses and distances: S 75 degrees 05 minutes 14 seconds W, 143.50 feet to a point; thence N 14 degrees 54 minutes 46 seconds W, 112.91 feet to a point; thence S 77 degrees 37 minutes 06 seconds W, 13.08 feet to the point of beginning and containing 52,545 square feet or 1.2062 acres more or less.

**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 the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM** (“Owners”), and the **ARLINGTON VILLAGE COURTYARDS CONDOMINIUM UNIT OWNERS** (“Neighboring Property Owners”), (collectively, “Grantors”), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (“Grantee”).

RECITALS:

WHEREAS, the unit owners of Arlington Village, a Townhouse Condominium, collectively are the fee simple owners of the common elements located on the property that is more particularly described as: **Parcel E-3-A as the same is shown on a plat of resubdivision attached to a Deed of Resubdivision and Conveyance recorded in Deed Book 2051 at Page 946, among the land records of Arlington County, Virginia** (the “Property”);

WHEREAS, the Board of Directors of Arlington Village, a Townhouse Condominium (“Board of Directors”) is the agent and attorney-in-fact for the fee simple unit owners of Arlington Village, a Townhouse Condominium, by virtue of Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Amended and Restated Bylaws of Arlington Village Townhouse Condominium Association, recorded in Deed Book 2437 at Page 1009, and rerecorded in Deed Book 2818 at Page 1575, among the Land Records (the “Bylaws”);

WHEREAS, pursuant to Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Bylaws, the Board of Directors has the power and authority to grant and convey easements on and through the condominium common elements on behalf of the unit owners of Arlington Village, a Townhouse Condominium;

Project: Street Lighting for Arlington Village
Project #: N492 (the “Project”)
RPC: 32007PCC
Address: 16th Street South, Arlington, Virginia

WHEREAS, the unit owners of Arlington Village Courtyards Condominium collectively are the fee simple owners of the common elements of Arlington Village Courtyards Condominium located on the adjacent property that is more particularly described as: **Parcel E-2-A, ARLINGTON VILLAGE COURTYARDS CONDOMINIUM as the same is shown on a plat entitled "Resubdivision Showing Parcels E-1-A, E-2-A, E-3-A, of a Resubdivision of Parcels E-1, E-2, and E-3 of a Resubdivision of Parcel E, Arlington Village," attached to a Deed of Resubdivision and Conveyance recorded in Deed Book 2051 at Page 946, among the land records of Arlington County, Virginia (the "Neighboring Property");**

WHEREAS, the Board of Directors of the Arlington Village Courtyards Condominium Unit Owners is the agent and attorney-in-fact for the Neighboring Property Owners by virtue of Section 55-79.80.B of the Code of Virginia and Section 3.10 of the Bylaws of Arlington Village Courtyards Condominium, recorded in Deed Book **2879** at Page **590**, and as amended in Deed Book **2901** at Page **1753**, and Deed Book **2901** at Page **1756**, and Deed Book **4075** at Page **433**, all among the Land Records;

WHEREAS, the Owners and the Neighboring Property Owners share non-exclusive access easements appurtenants to pass and repass on, upon, over and across certain areas of the Property for access and maintenance, as recorded in the Deed of Resubdivision and Declaration of Easements in **Deed Book 2039 at Page 1364** among the Land Records, (the "Access Easements");

WHEREAS, the Owners and the Neighboring Property Owners also share, (i) a non-exclusive easement and right of way of ingress and egress, for the free and uninterrupted use at all times to pass and repass on, upon, over and across any and all common sidewalks and walkways (but not lead walks to individual apartments), and (ii) a non-exclusive easement for the free and uninterrupted use and enjoyment of twelve (12) undesignated parking spaces, as recorded in **Deed Book 2039 at Page 1483**, among the Land Records (the "Ingress-Egress/Parking Space Easements"). The Access Easements and the Ingress-Egress/Parking Space Easements are collectively referred to herein as the "Shared Easements"; and

WHEREAS, the Grantee desires to obtain and the Owners, with the consent of and subordination by the Neighboring Property Owners, desire to grant and convey this permanent easement for public street lighting purposes to the Grantee.

WITNESSETH:

For and in consideration of the sum of One Dollars (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby grant and convey unto the Grantee a perpetual easement for public street lighting purposes over, under, upon and across **One**

Thousand Three Hundred Eighty-three (1,383) square feet of land (“Public Street Lighting Easement”) situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled **“Plat Showing Easement Acquired for Public Street Lighting Purposes on Parcel E-3-A, Arlington Village, D.B. 2051, PG. 946, Arlington County, Virginia”** which plat was approved on **March 16, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the above described Property (the “Public Street Lighting Easement”), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public street lighting, including pole, pole base, brackets, wiring, conduit, cable, fixtures, accessories and appurtenances thereto, within said Public Street Lighting Easement, 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 utilities and facilities within the above-described Public Street Lighting Easement Area (the Public Street Lighting Easement, and the rights related thereto, are referred to herein jointly as the “Easement” or “Easement Area”).

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.

Owners covenant that Owners are seized of and have the right to convey the Easement, and that Owners 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 street lighting within the Easement Area, the Grantee will, at no cost to the Owners: (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 street lighting 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.

CONSENT AND SUBORDINATION

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand, the receipt and sufficiency of which are hereby acknowledged, the Neighboring Property Owner, as shown by its execution herein, does

Project: Street Lighting for Arlington Village
 Project #: N492 (the “Project”)
 RPC: 32007PCC
 Address: 16th Street South, Arlington, Virginia

hereby consent to and subordinate the Shared Easements to the Public Street Lighting Easement. It is expressly understood that the Public Street Lighting Easement shall not in any way affect the Shared Easements upon the remaining portions of the Property not subordinated hereby, and that the Shared Easements shall otherwise remain in full force and effect.

INCORPORATIONS

The recitals are hereby incorporated into this Deed. Reference is hereby made to the Plat attached hereto, and incorporated herein, for a fuller and more complete description of the perpetual easement hereby conveyed. 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.

MISCELLANEOUS

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 APPEAR ON THE FOLLOWING PAGES]

GRANTORS:

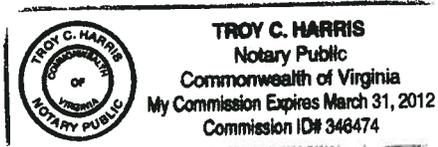
**UNIT OWNERS OF ARLINGTON VILLAGE,
A TOWNHOUSE CONDOMINIUM,
by the BOARD OF DIRECTORS OF
ARLINGTON VILLAGE TOWNHOUSE
ASSOCIATION, their attorney in fact**

By: [Signature]
Name: Gregory P. Mesack
Title: President

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of June, 2011, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM**, by Gregory P. Mesack, President of the **BOARD OF DIRECTORS OF ARLINGTON VILLAGE TOWNHOUSE ASSOCIATION**, their attorney in fact, Grantors.

Notary Public: [Signature]
My Commission expires: March 31, 2012



Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPC: 32007PCC
Address: 16th Street South, Arlington, Virginia

**ARLINGTON VILLAGE COURTYARDS CONDIMINIUM UNIT OWNERS,
by the BOARD OF DIRECTORS OF ARLINGTON VILLAGE COURTYARDS
CONDOMINIUM UNIT OWNERS ASSOCIATION, their attorney in fact**

By: *M-L*
Printed Name: Malin Luca
As President
of the Board of Directors

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 27 day of April, 2011, by the **ARLINGTON VILLAGE COURTYARDS CONDOMINIUM UNIT OWNERS**, by Malin Luca, President of the **BOARD OF DIRECTORS OF ARLINGTON VILLAGE COURTYARDS CONDOMINIUM UNIT OWNERS ASSOCIATION**, their attorney in fact, Grantor.

Notary Public: *Teresa L. Washington*
My Commission expires: 3/31/14



Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPC: -
Address: 16th Street South, Arlington, Virginia

GRANTEE:

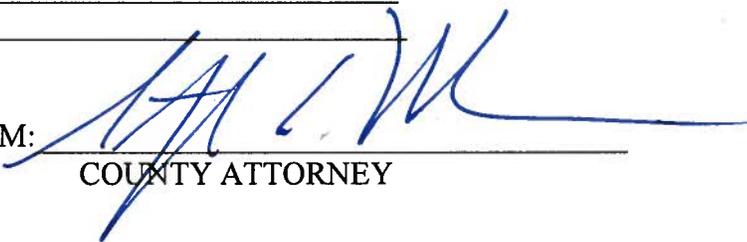
Accepted this _____ day of _____, 201____, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 201____.

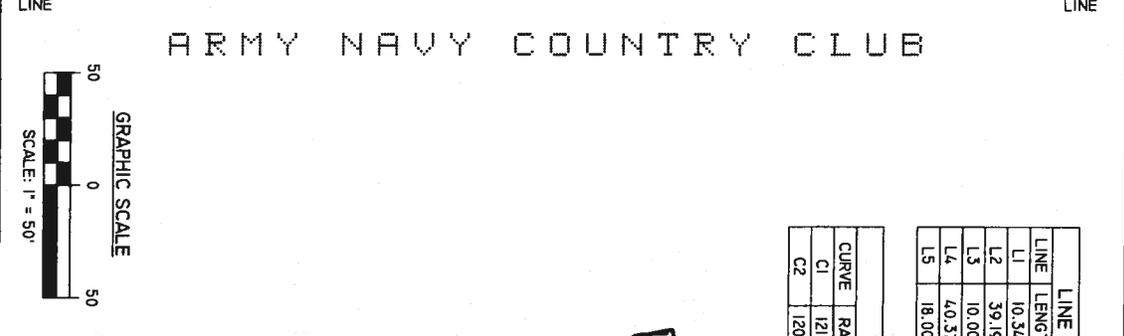
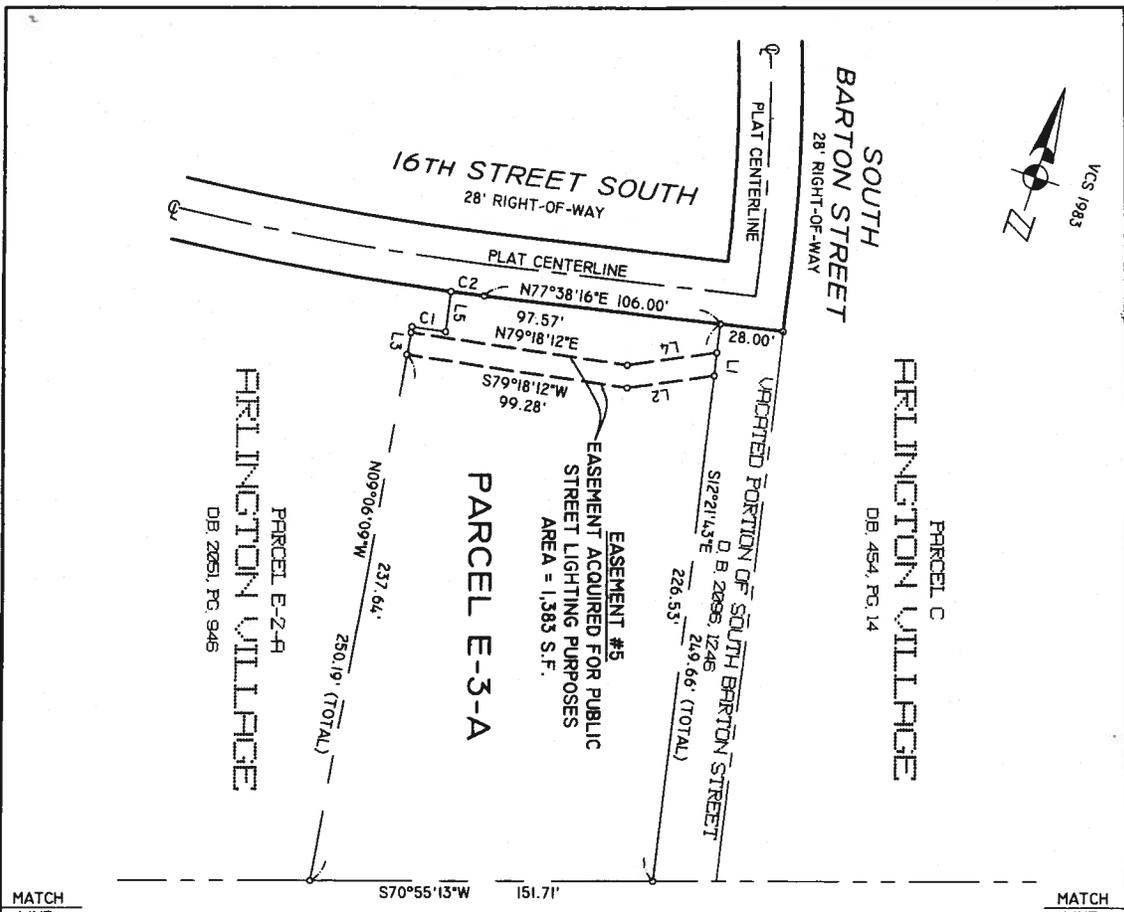
By: _____
For the County Board of Arlington County, Virginia

**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



ARMY NAVY COUNTRY CLUB

LINE TABLE

LINE	LENGTH	BEARING
L1	10.34'	S12°21'4.3"E
L2	39.19'	N62°59'50"E
L3	10.00'	N09°06'09"W
L4	40.37'	S62°59'50"W
L5	18.00'	N11°58'51"W

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEARING
C1	1218.97'	15.25'	00°43'01"	7.63'	15.25'	N78°42'37"E
C2	1200.97'	14.97'	00°42'51"	7.48'	14.97'	N77°59'41"E



OWNER: ARLINGTON VILLAGE,
A TOWNHOUSE CONDOMINIUM
D.B. 1999, PG. 1829
D.B. 2051, PG. 946
ADDRESS: 16TH STREET S.
ARC 32007PCC

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

PLAT SHOWING
EASEMENT ACQUIRED FOR
PUBLIC STREET LIGHTING PURPOSES ON
PARCEL E-3-A
ARLINGTON VILLAGE
D. B. 2051, PG. 946
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50'
DRAWN BY: SWR
CHECKED BY: RLF
CADD FILE: PLATSMAP7414.32007PCC-RLF.DWG
APPROVED: 3-14-11
APPROVED: 3-16-2011
COUNTY SUPERVISOR
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 27 day of April, 2011, by the **ARLINGTON VILLAGE COURTYARDS CONDOMINIUM UNIT OWNERS** ("Owners"), and the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM** ("Neighboring Property Owners"), (collectively "Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

RECITALS:

WHEREAS, the unit owners of Arlington Village Courtyards Condominium collectively are the fee simple owners of the common elements located on the property that is more particularly described as: **Parcel E-2-A, as the same is shown on a plat of resubdivision attached to a Deed of Resubdivision and Conveyance recorded in Deed Book 2051 at Page 946, among the land records of Arlington County, Virginia** (the "Property");

WHEREAS, the Board of Directors of Arlington Village Courtyards Condominium Unit Owners Association ("Board of Directors") is the agent and attorney-in-fact for the Owners by virtue of Section 55-79.80.B. of the Code of Virginia and Section 3.10 of the Bylaws of Arlington Village Courtyards Condominium ("Bylaws"), attached as Exhibit B to the Declaration for Arlington Village Courtyards Condominium, recorded in **Deed Book 2879 at Page 590**, and as amended in **Deed Book 2901 at Page 1753, Deed Book 2901 at Page 1756, and Deed Book 4075 at Page 433**, all among the land records of Arlington County, Virginia ("Land Records");

WHEREAS, pursuant to Section 55-79.80.B. of the Code of Virginia and Section 3.10 of the Bylaws, the Board of Directors has the power and authority to grant and convey easements on and through the condominium common elements on behalf of the unit owners of Arlington Village Courtyards Condominium;

Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPC: 32007PCB
Address: 16th Street South, Arlington, Virginia

WHEREAS, the unit owners of Arlington Village Townhouse Association collectively are the fee simple owners of the common elements of Arlington Village Townhouse Association located on the adjacent property that is more particularly described as: **Parcel E-3-A, ARLINGTON VILLAGE, as the same is shown on a plat of entitled “Resubdivision Showing Parcels E-1-A, E-2-A, E-3-A, of a Resubdivision of Parcels E-1, E-2, and E-3 of a Resubdivision of Parcel E, Arlington Village,” attached to a Deed of Resubdivision and Conveyance recorded in Deed Book 2051 at Page 946, among the land records of Arlington County, Virginia; and “Parcel E-1-A ARLINGTON VILLAGE, as the same is shown on a plat entitled “Resubdivision Showing Parcels E-1-A, E-2-A, E-3-A, of a Resubdivision of Parcels E-1, E-2, and E-3 of a Resubdivision of Parcel E, Arlington Village, attached to a Deed of Resubdivision and Conveyance recorded in Deed Book 2051 at Page 946, among the land records of Arlington County, Virginia (the “Neighboring Property”);**

WHEREAS, the Board of Directors of the Arlington Village Townhouse Association is the agent and attorney-in-fact for the Neighboring Property Owners by virtue of Section 55-79.80.B. of the Code of Virginia and Article III, Section 15, of the Amended and Restated Bylaws of Arlington Village Townhouse Association recorded in **Deed Book 2437 at Page 1009**, and later re-recorded in **Deed Book 2818 at Page 1575**, all among the Land Records;

WHEREAS, the Owners and the Neighboring Property Owners share non-exclusive access easements appurtenants to pass and repass on, upon, over and across certain areas of the Property for access and maintenance, as recorded in the Deed of Resubdivision and Declaration of Easements in **Deed Book 2039 at Page 1364** among the Land Records, (the “Access Easements”);

WHEREAS, the Owners and the Neighboring Property Owners also share, (i) a non-exclusive easement and right of way of ingress and egress, for the free and uninterrupted use at all times to pass and repass on, upon, over and across any and all common sidewalks and walkways (but not lead walks to individual apartments), and (ii) a non-exclusive easement for the free and uninterrupted use and enjoyment of twelve (12) undesignated parking spaces, as recorded in **Deed Book 2039 at Page 1483** among the Land Records (the “Ingress-Egress/Parking Space Easements”). The Access Easements and the Ingress-Egress/Parking Space Easements are collectively referred to herein as the “Shared Easements”; and

WHEREAS, the Grantee desires to obtain and the Owners, with the consent of and subordination by the Neighboring Property Owners, desire to grant and convey this permanent easement for public street lighting purposes to the Grantee.

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, the Owners do hereby grant and convey unto the Grantee a perpetual

easement for public street lighting purposes over, under, upon and across **Four Thousand One Hundred Forty-nine (4,149)** square feet of land situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled **“Plat Showing Easement Acquired for Public Street Lighting Purposes on Parcel E-2-A, Arlington Village, D.B. 2051, PG. 946, Arlington County, Virginia”** which plat was approved on **March 16, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the above described Property (the “Public Street Lighting Easement”), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public street lighting, including pole, pole base, brackets, wiring, conduit, cable, fixtures, accessories and appurtenances thereto, within said Public Street Lighting Easement, 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 utilities and facilities within the above-described Public Street Lighting Easement (the Public Street Lighting Easement, and the rights related thereto, are referred to herein jointly as the "Easement" or “Easement Area”).

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.

The Owners covenant that the Owners are seized of and have the right to convey the Easement. Furthermore, the Owners convent that they 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 street lighting within the Easement Area, the Grantee will, at no cost to the Owners: (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 street lighting 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.

CONSENT AND SUBORDINATION

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand, the receipt and sufficiency of which are hereby acknowledged, the Neighboring Property Owner, as shown by its execution herein, does

Project: Street Lighting for Arlington Village
 Project #: N492 (the “Project”)
 RPC: 32007PCB
 Address: 16th Street South, Arlington, Virginia

hereby consent to and subordinate the Shared Easements to the Public Street Lighting Easement. It is expressly understood that the Public Street Lighting Easement shall not in any way affect the Shared Easements upon the remaining portions of the Property not subordinated hereby, and that the Shared Easements shall otherwise remain in full force and effect.

INCORPORATIONS

The recitals are hereby incorporated into this Deed. Reference is hereby made to the Plat attached hereto, and incorporated herein, for a fuller and more complete description of the perpetual easement hereby conveyed. 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.

MISCELLANEOUS

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 APPEAR ON THE FOLLOWING PAGES]

GRANTORS:

**ARLINGTON VILLAGE COURTYARDS CONDOMINIUM UNIT OWNERS,
by THE BOARD OF DIRECTORS OF ARLINGTON VILLAGE COURTYARDS
CONDOMINIUM UNIT OWNERS ASSOCIATION, their attorney in fact**

By: *[Signature]*
Printed Name: Malin Luca
As President
of the Board of Directors

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 27 day of April,
2011, by the **ARLINGTON VILLAGE COURTYARDS CONDOMINIUM UNIT
OWNERS**, by Malin Luca, President of the
**BOARD OF DIRECTORS OF ARLINGTON VILLAGE COURTYARDS
CONDOMINIUM UNIT OWNERS ASSOCIATION**, their attorney in fact, Grantor.

Notary Public: *[Signature]*
My Commission expires: 3/31/14



Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPC: 32007PCB
Address: 16th Street South, Arlington, Virginia

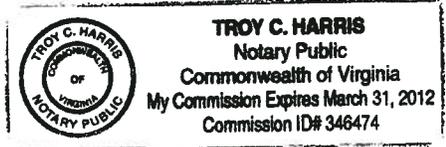
UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM by the BOARD OF DIRECTORS OF ARLINGTON VILLAGE TOWNHOUSE ASSOCIATION, their attorney in fact

By: [Signature]
Name: Gregory P. Mesack
As: President
of the Board of Directors

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of June, 2011, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM**, Grantors, by Gregory P. Mesack, President of the **BOARD OF DIRECTORS OF ARLINGTON VILLAGE TOWNHOUSE ASSOCIATION**, their attorney in fact.

Notary Public: [Signature]
My Commission expires: March 31, 2012



Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPC: 32007PCB
Address: 16th Street South, 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____.

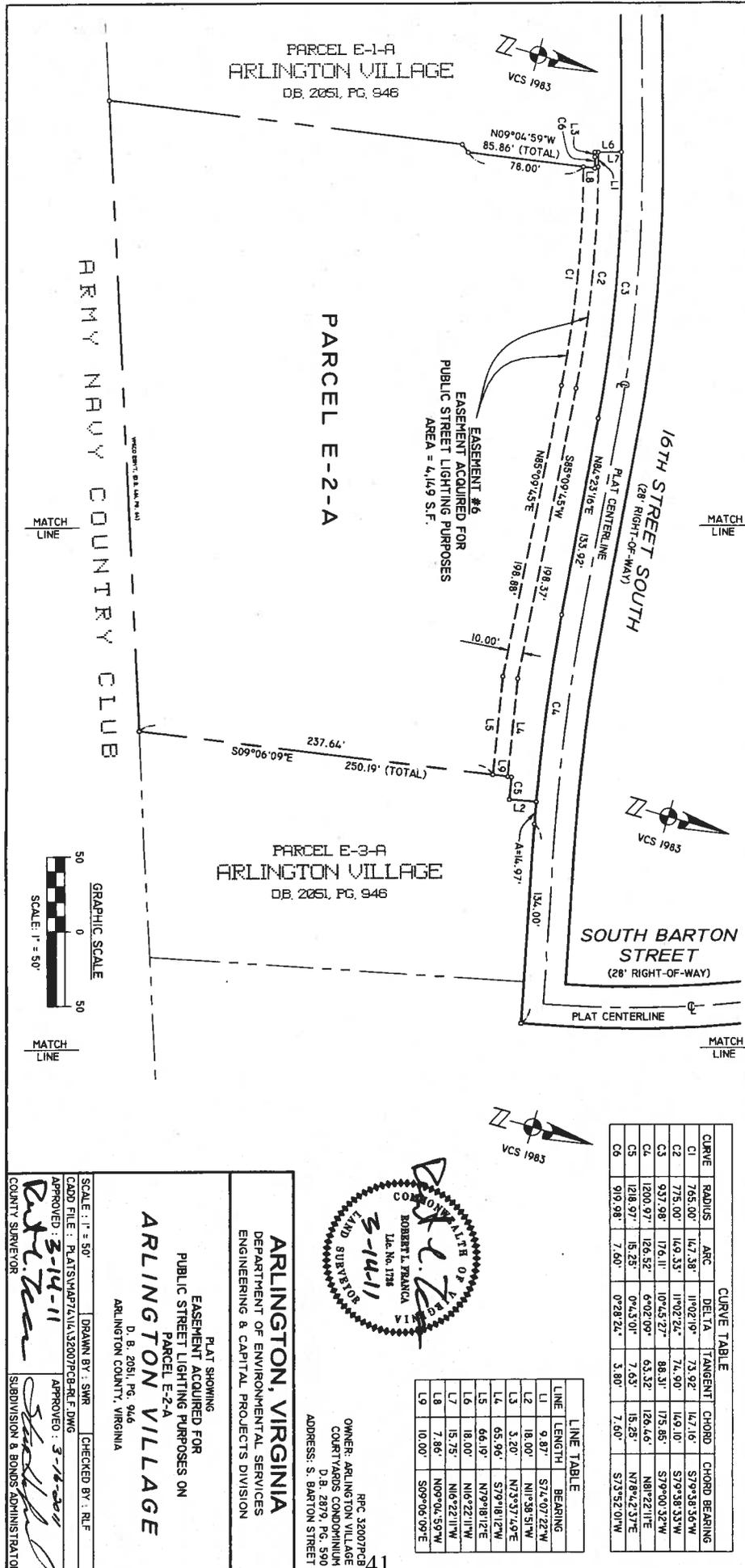
By: _____
For the County Board of Arlington County, Virginia

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



CURVE TABLE

CURVE	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEARING
C1	765.00'	147.38'	11°02'19"	73.92'	147.16'	S79°58'35"W
C2	775.00'	149.33'	11°02'24"	74.90'	149.10'	S79°58'33"W
C3	937.98'	176.11'	10°45'27"	88.31'	175.85'	S79°00'32"W
C4	1200.97'	126.32'	6°02'09"	63.32'	126.46'	N81°22'11"E
C5	1218.97'	15.25'	0°43'01"	7.63'	15.25'	N78°42'37"E
C6	919.98'	7.60'	0°28'24"	3.80'	7.60'	S73°52'01"W

LINE TABLE

LINE	LENGTH	BEARING
L1	9.87'	S72°07'22"W
L2	18.00'	N1°58'51"W
L3	3.20'	N73°37'49"E
L4	65.96'	S79°18'12"W
L5	66.19'	N79°01'12"E
L6	18.00'	N16°22'11"W
L7	15.75'	N16°22'11"W
L8	7.86'	N09°04'59"W
L9	10.00'	S09°06'09"E



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

ARLINGTON VILLAGE
 PARCEL E-2-A
 PUBLIC STREET LIGHTING PURPOSES ON
 EASEMENT ACQUIRED FOR
 PLAT SHOWING

OWNER: ARLINGTON VILLAGE
 COURTYARDS CONDOMINIUM
 D.B. 2879, PG. 590
 ADDRESS: S. BARTON STREET

SCALE: 1" = 50'
 DRAWN BY: SMR
 CHECKED BY: RLF
 CAD FILE: PLATS\HAP7\1\13207P\CB.RLF.DWG
 APPROVED: 3-14-11
 APPROVED: 3-16-2011
 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 _____, 201____, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM** ("Owners"), and the **ARLINGTON VILLAGE COURTYARDS CONDOMINIUM UNIT OWNERS** ("Neighboring Property Owners"), (collectively, "Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

RECITALS:

WHEREAS, the unit owners of Arlington Village, a Townhouse Condominium, collectively are the fee simple owners of the common elements located on the property that is more particularly described as: **Parcel E-1-A, as the same is shown on a plat of resubdivision attached to a Deed of Resubdivision and Declaration of Easements recorded in Deed Book 2051 at Page 946, among the land records of Arlington County, Virginia; LESS AND EXCEPT a parcel of land containing 1,912.26 square feet conveyed to the County Board of Arlington County, Virginia, by deed recorded in Deed Book 2247, at Page 1757, among the land records of Arlington County, Virginia, reference made thereto for a more particular description of the land excepted** (the "Property");

WHEREAS, the Board of Directors of Arlington Village, a Townhouse Condominium ("Board of Directors") is the agent and attorney-in-fact for the fee simple unit owners of Arlington Village, a Townhouse Condominium, by virtue of Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Amended and Restated Bylaws of Arlington Village Townhouse Condominium Association recorded in Deed Book 2437 at Page 1009, and rerecorded in Deed Book 2818 at Page 1575, among the Land Records ("Bylaws");

Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPC: 32007PCA
Address: 16th Street South, Arlington, Virginia

WHEREAS, pursuant to Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Bylaws, the Board of Directors has the power and authority to grant and convey easements on and through the condominium common elements on behalf of the unit owners of Arlington Village, a Townhouse Condominium;

WHEREAS, the unit owners of Arlington Village Courtyards Condominium collectively are the fee simple owners of the common elements of Arlington Village Courtyards Condominium located on the adjacent property that is more particularly described as: **Parcel E-2-A, ARLINGTON VILLAGE COURTYARDS CONDOMINIUM as the same is shown on a plat entitled "Resubdivision Showing Parcels E-1-A, E-2-A, E-3-A, of a Resubdivision of Parcels E-1, E-2, and E-3 of a Resubdivision of Parcel E, Arlington Village," attached to a Deed of Resubdivision and Conveyance recorded in Deed Book 2051, at Page 946, among the land records of Arlington County, Virginia (the "Neighboring Property")**;

WHEREAS, the Board of Directors of the Arlington Village Courtyards Condominium Unit Owners is the agent and attorney-in-fact for the Neighboring Property Owners by virtue of Section 55-79.80.B of the Code of Virginia and Section 3.10 of the Bylaws of Arlington Village Courtyards Condominium, recorded in Deed Book 2879 at Page 590, and as amended in Deed Book 2901 at Page 1753, and Deed Book 2901 at Page 1756, and Deed Book 4075 at Page 433, all among the Land Records;

WHEREAS, the Owners and the Neighboring Property Owners share non-exclusive access easements appurtenants to pass and repass on, upon, over and across certain areas of the Property for access and maintenance, as recorded in the Deed of Resubdivision and Declaration of Easements in **Deed Book 2039 at Page 1364** among the Land Records, (the "Access Easements");

WHEREAS, the Owners and the Neighboring Property Owners also share, (i) a non-exclusive easement and right of way of ingress and egress, for the free and uninterrupted use at all times to pass and repass on, upon, over and across any and all common sidewalks and walkways (but not lead walks to individual apartments), and (ii) a non-exclusive easement for the free and uninterrupted use and enjoyment of twelve (12) undesignated parking spaces, as recorded in **Deed Book 2039 at Page 1483** among the Land Records (the "Ingress-Egress/Parking Space Easements"). The Access Easements and the Ingress-Egress/Parking Space Easements are collectively referred to herein as the "Shared Easements"; and

WHEREAS, the Grantee desires to obtain and the Owners, with the consent of and subordination by the Neighboring Property Owners, desire to grant and convey this permanent easement for public street lighting purposes to the Grantee.

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, the Owners do hereby grant and convey unto the Grantee a perpetual easement for public street lighting purposes over, under, upon and across **Two Thousand Six Hundred Ninety-four (2,694)** square feet of land ("Public Street Lighting Easement") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Public Street Lighting Purposes on Parcel E-1-A, Arlington Village, D.B. 2051, PG. 946, Arlington County, Virginia**" which plat was approved on **March 16, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the above described Property (the "Public Street Lighting Easement"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public street lighting, including pole, pole base, brackets, wiring, conduit, cable, fixtures, accessories and appurtenances thereto, within said Public Street Lighting Easement, 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 utilities and facilities within the above-described Public Street Lighting Easement (the Public Street Lighting Easement, and the rights related thereto, are referred to herein jointly as the "Easement" or "Easement Area").

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.

Owners covenant that Owners are seized of and have the right to convey the Easement, and that Owners 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 street lighting within the Easement Area, the Grantee will, at no cost to the Owners: (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 street lighting 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.

CONSENT AND SUBORDINATION

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), cash in hand, the receipt and sufficiency of which are hereby acknowledged, the Neighboring Property Owner, as shown by its execution herein, does hereby consent to and subordinate the Shared Easements to the Public Street Lighting Easement. It is expressly understood that the Public Street Lighting Easement shall not in any way affect the Shared Easements upon the remaining portions of the Property not subordinated hereby, and that the Shared Easements shall otherwise remain in full force and effect.

INCORPORATIONS

The recitals are hereby incorporated into this Deed. Reference is hereby made to the Plat attached hereto, and incorporated herein, for a fuller and more complete description of the perpetual easement hereby conveyed. 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.

MISCELLANEOUS

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 APPEAR ON THE FOLLOWING PAGES]

GRANTORS:

**UNIT OWNERS OF ARLINGTON VILLAGE,
A TOWNHOUSE CONDOMINIUM,
by the BOARD OF DIRECTORS OF
ARLINGTON VILLAGE TOWNHOUSE
ASSOCIATION, their attorney in fact**

By: 

Name: Gregory P. Mesack

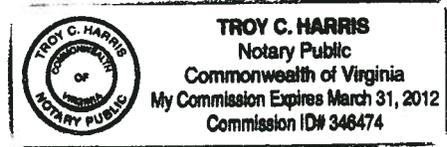
Title: President
of the Board of Directors

State: Virginia

County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of June, 2011, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM**, by Gregory P. Mesack, President of the **BOARD OF DIRECTORS OF ARLINGTON VILLAGE TOWNHOUSE ASSOCIATION**, their attorney in fact, Grantors.

Notary Public: 
My Commission expires: March 31, 2012



Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPC: 32007PCA
Address: 16th Street South, Arlington, Virginia

**ARLINGTON VILLAGE COURTYARDS CONDOMINIUM UNIT OWNERS,
by the BOARD OF DIRECTORS OF ARLINGTON VILLAGE COURTYARDS
CONDOMINIUM UNIT OWNERS ASSOCIATION, their attorney in fact**

By: [Signature]
Printed Name: Malin Luca
As President
of the Board of Directors

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 27 day of April, 2011, by the **ARLINGTON VILLAGE COURTYARDS CONDOMINIUM UNIT OWNERS**, by Malin Luca, President of the **BOARD OF DIRECTORS OF ARLINGTON VILLAGE COURTYARDS CONDOMINIUM UNIT OWNERS ASSOCIATION**, their attorney in fact, Grantor.

Notary Public: [Signature]
My Commission expires: 3/31/14



Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPC: 32007PCA
Address: 16th Street South, 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

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

PLAT SHOWING
 EASEMENT ACQUIRED FOR
 PUBLIC STREET LIGHTING PURPOSES ON
 PARCEL E-1-A
ARLINGTON VILLAGE
 D. B. 2051, PG. 946
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
 DRAWN BY: SWR
 CHECKED BY: RLF
 CADD FILE: PLATS\MAP74\14\32007PCA-RLF.DWG
 APPROVED: 3-14-11
Robert L. Franca
 COUNTY SURVEYOR
 SUBDIVISION & BONDS ADMINISTRATOR

RPC 32007PCA
 OWNER: ARLINGTON VILLAGE,
 A TOWNHOUSE CONDOMINIUM
 D.B. 2051, PG. 946
 ADDRESS: 16TH STREET S.



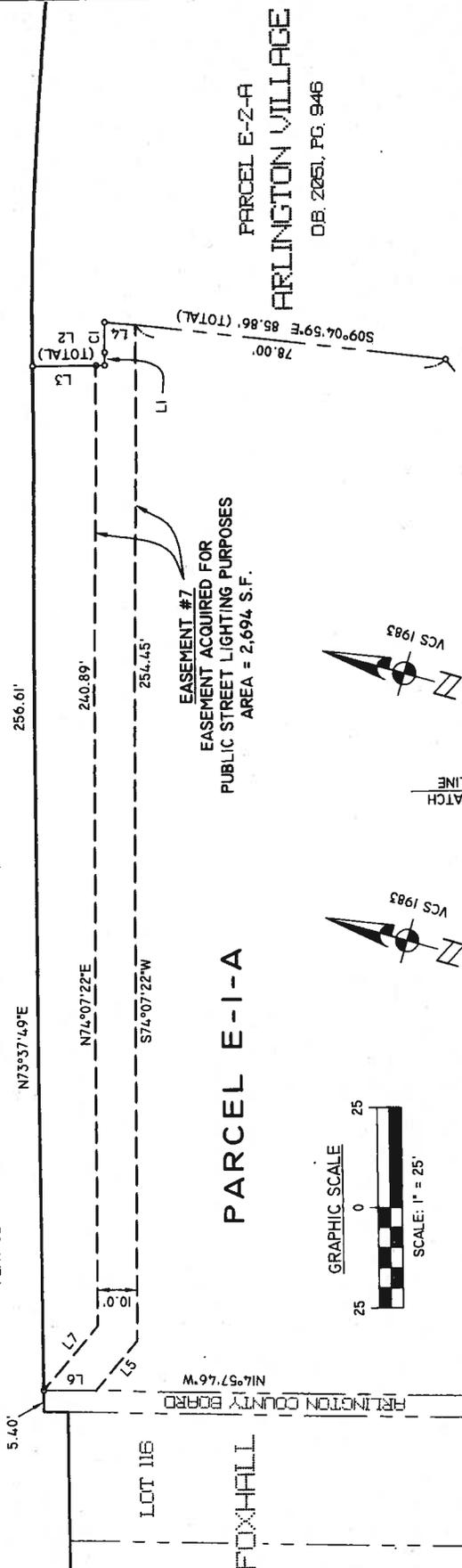
MATCH LINE

CURVE TABLE				
CURVE	RADIUS	ARC	TANGENT	CHORD
C1	919.98'	7.60'	3.80'	7.60'
			0°28'24"	N73°52'01"E

LINE TABLE	
LINE	BEARING
L1	N73°37'49"E
L2	S16°22'11"E
L3	N16°22'11"W
L4	S09°04'59"E
L5	N65°22'11"W
L6	N14°57'46"W
L7	S65°22'11"E

SOUTH EDGEWOOD STREET
 PLAT CENTERLINE
 (31.50' RIGHT-OF-WAY)

16TH STREET SOUTH
 (28' RIGHT-OF-WAY)



**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 the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM** (“Grantors”), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (“Grantee”).

RECITALS:

WHEREAS, the unit owners of Arlington Village, a Townhouse Condominium, collectively are the fee simple owners of the common elements located on the property pursuant to a Declaration for Arlington Village, a Townhouse Condominium, recorded in Deed Book **1999** at Page **1829**, and as amended in Deed Book **2002** at Page **205**, Deed Book **2007** at Page **1191**, Deed Book **2010** at Page **618**, and Deed Book **2023** at Page **830**, all recorded among the land records of Arlington County, Virginia (“Land Records”) and more particularly described in **Addendum ‘A’ attached hereto** (the “Property”);

WHEREAS, the Board of Directors of Arlington Village, a Townhouse Condominium (“Board of Directors”) is the agent and attorney-in-fact for the fee simple unit owners of Arlington Village, a Townhouse Condominium by virtue of Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Amended and Restated Bylaws of Arlington Village Townhouse Condominium Association recorded in Deed Book **2437** at Page **1009**, and rerecorded in Deed Book **2818** at Page **1575**, among the Land Records (“Bylaws”);

WHEREAS, pursuant to Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Bylaws, the Board of Directors has the power and authority to grant and convey easements on and through the condominium common elements on behalf of the unit owners of Arlington Village, a Townhouse Condominium; and

Project: Street Lighting for Arlington Village
Project #: N492 (the “Project”)
RPCs: RPC 32013PCA
Address: South Edgewood Street, Arlington, Virginia

WHEREAS, the Grantee desires to obtain and the Owners desire to grant and convey this permanent easement for public street lighting purposes to the Grantee.

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, the Grantors do hereby grant and convey unto the Grantee a perpetual easement for public street lighting purposes over, under, upon and across **Twenty Four Thousand Five Hundred Seventeen (24,517)** square feet of land ("Public Street Lighting Easement") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Public Street Lighting Purposes, Parcel H, Arlington Village, D.B. 454, PG. 14, Arlington County, Virginia**" which plat was approved on **March 16, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same Property, together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public street lighting, including pole, pole base, brackets, wiring, conduit, cable, fixtures, accessories and appurtenances thereto, within said Public Street Lighting Easement, 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 utilities and facilities within the above-described Public Street Lighting Easement (the Public Street Lighting Easement, 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 street lighting 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 street lighting 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.

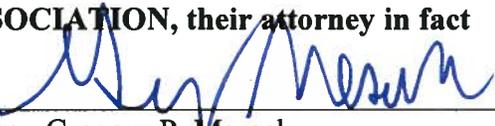
This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[Signature(s) Appear on the Following Pages]

GRANTORS:

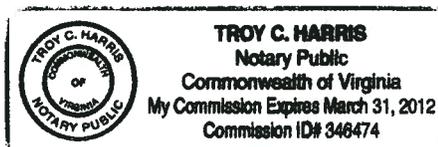
**UNIT OWNERS OF ARLINGTON VILLAGE,
A TOWNHOUSE CONDOMINIUM,
by the BOARD OF DIRECTORS OF
ARLINGTON VILLAGE TOWNHOUSE
ASSOCIATION, their attorney in fact**

By: 
Name: Gregory P. Mesack
Title: President

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of June, 2011, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM**, by Gregory P. Mesack, President of the **BOARD OF DIRECTORS OF ARLINGTON VILLAGE TOWNHOUSE ASSOCIATION**, their attorney in fact, Grantors.

Notary Public: 
My Commission expires: March 31, 2012



Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPCs: RPC 32013PCA
Address: South Edgewood Street, 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:

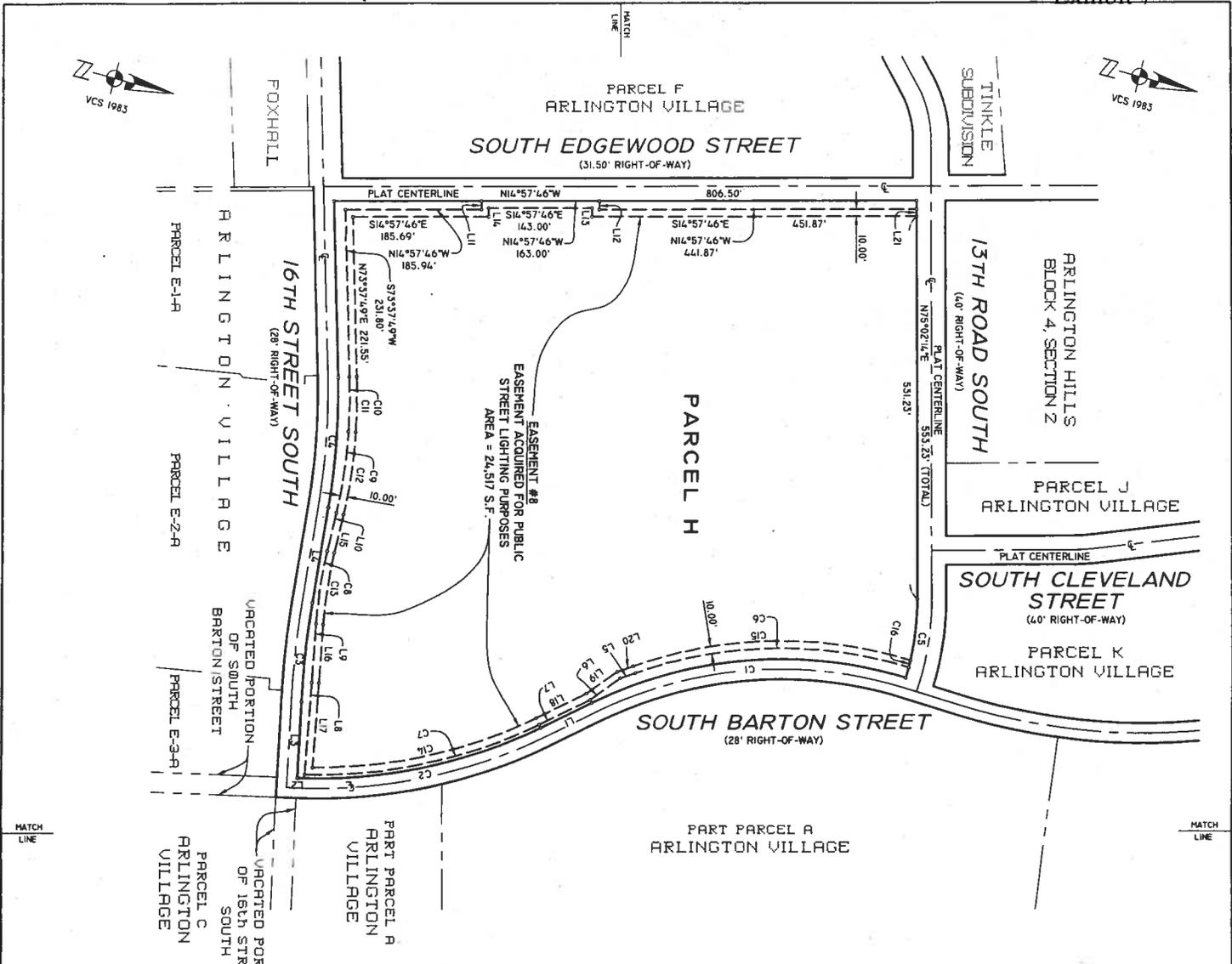
The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 201____.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Addendum A**PARCEL H
ARLINGTON VILLAGE APARTMENTS**

Beginning at the southeasterly intersection of South Edgewood Street, and 13th Road, South, said point of beginning being the northwesterly corner of Parcel H, Arlington Village Apartments, as same appears duly platted and recorded in Deed Book 454 at Page 14 among the land records of Arlington County, Virginia; thence running with the southerly right-of-way line of 13th Road, South, along the following courses and distances: N. 75 degrees 01 minute 04 seconds E. – 553.23 feet to the P.C. of a curve to the right; thence 111.25 feet along the arc of said curve to the right, which curve has a radius of 377.68 feet, the chord of which arc bears, N. 83 degrees 27 minutes 23.5 seconds E. – 110.85 feet to its intersection with the westerly right-of-way line of South Barton Street; thence running with the said westerly right-of-way line of South Barton Street along the following courses and distances: 447.28 feet along the arc of a curve to the left, which curve has a radius of 591.43 feet, the chord of which bears, S. 19 degrees 27 minutes 02 seconds E. – 436.69 feet to the P.T.; thence continuing with said right-of-way line, S. 41 degrees 06 minutes 57 seconds E. – 78.82 feet to the P.C. of a curve to the right; thence 341.48 feet along the arc of said curve to the right, which curve has a radius of 680.91 feet, the chord of which arc bears S. 26 degrees 44 minutes 55 seconds E. – 337.92 feet to the P.T.; thence continuing S. 12 degrees 22 minutes 53 seconds E. – 0.78 feet to its intersection with the northerly right-of-way line of 16th Street, South; thence running with said northerly right-of-way line of 16th Street South, S. 77 degrees 37 minutes 06 seconds W. – 106.00 feet to the P.C. of a curve to the right; thence 138.19 feet along the arc of said curve to the right, which curve has a radius of 1,172.97 feet, the chord of which arc bears S. 80 degrees 59 minutes 36 seconds W. – 138.11 feet to the P.T.; thence still continuing, S. 84 degrees 22 minutes 06 seconds W. – 133.92 feet to the P.C. of a curve to the left; thence 181.37 feet along the arc of said curve to the left, which curve has a radius of 965.98 feet, the chord of which arc bears S. 78 degrees 59 minutes 22.5 seconds W. – 181.10 feet to the P.T.; thence still continuing with said street line, S. 73 degrees 36 minutes 39 seconds W. – 244.51 feet to its intersection with the easterly right-of-way line of S. Edgewood Street, said point being the southwesterly corner of the aforementioned Parcel H, Arlington Village Apartments; thence running with said westerly right-of-way line of South Edgewood Street, N. 14 degrees 58 minutes 56 seconds W. – 806.51 feet to the point of beginning; containing 576,281 square feet of land.



CURVE	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEARING
C1	591.43'	447.28'	4.39°50'	234.94'	436.69'	S10°55.52'E
C2	480.91'	341.48'	28°44.04'	174.61'	337.92'	S80°43.45'E
C3	1172.97'	138.19'	0°45.27'	69.17'	138.11'	S17°00.32'W
C4	965.98'	181.37'	16°52.34'	56.05'	181.05'	N85°28.33'E
C5	377.68'	111.25'	16°52.34'	56.05'	110.85'	N85°28.33'E
C6	606.43'	325.87'	34°27.27'	199.72'	379.60'	S16°01.47'E
C7	675.91'	329.83'	27°57.38'	164.28'	328.58'	S27°04.58'E
C8	650.00'	102.47'	9°01.57'	51.34'	102.37'	S83°34.47'W
C9	650.00'	102.47'	10°00.31'	56.92'	103.40'	S83°05.30'W
C10	981.29'	76.34'	4°27.27'	38.19'	77.10'	N75°51.31'E
C11	981.29'	76.34'	4°27.27'	38.19'	77.10'	N83°05.30'E
C12	660.00'	115.29'	10°00.31'	57.79'	115.14'	N83°05.30'E
C13	640.00'	100.90'	9°01.57'	50.55'	100.79'	N87°33.42'W
C14	665.91'	314.61'	27°04.11'	160.30'	311.69'	N27°33.42'W
C15	616.43'	391.66'	34°24.15'	202.69'	385.10'	N86°05.24'W
C16	377.68'	10.02'	1°31.11'	5.01'	10.02'	N88°52.41'E

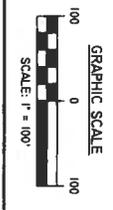
LINE	LENGTH	BEARING
L1	78.82'	S41°05.47'E
L2	0.78'	S17°21.43'E
L3	106.00'	S77°38.16'W
L4	133.92'	S84°23.16'W
L5	21.78'	S54°45.31'E
L6	51.26'	S60°23.33'E
L7	78.82'	S108°05.47'E
L8	128.12'	S19°58.42'W
L9	81.51'	S17°03.42'W
L10	54.59'	S88°05.46'W
L11	12.00'	S75°02.14'W
L12	12.00'	N75°02.14'E
L13	12.00'	N75°02.14'E
L14	12.00'	N75°02.14'E
L15	54.59'	N88°05.46'E
L16	81.49'	N79°05.48'E
L17	117.67'	N72°05.42'E
L18	78.81'	N41°05.47'W
L19	51.86'	N50°23.33'W
L20	23.19'	N34°45.31'W
L21	10.00'	N75°02.14'E



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

PLAT SHOWING
 EASEMENT ACQUIRED FOR
 PUBLIC STREET LIGHTING PURPOSES ON
 PARCEL H
 ARLINGTON VILLAGE
 D. B. 454, PG. 14
 ARLINGTON COUNTY, VIRGINIA

RPC 32013PCA
 OWNER: ARLINGTON VILLAGE
 A TOWNHOUSE CONDOMINIUM
 D.B. 1999, PG. 1829
 ADDRESS: S. BARTON STREET



SCALE: 1" = 100'
 DRAWN BY: SWR
 CHECKED BY: RLK
 CAD FILE: PLAT15-VAP7/1101R/C32013PCA-RLK.FDWG
 APPROVED: 3-16-2011
 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 _____, 201____, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM** ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

RECITALS:

WHEREAS, the unit owners of Arlington Village, a Townhouse Condominium, collectively are the fee simple owners of the common elements located on the property pursuant to a Declaration for Arlington Village, a Townhouse Condominium, recorded in Deed Book **1999** at Page **1829**, and as amended in Deed Book **2002** at Page **205**, Deed Book **2007** at Page **1191**, Deed Book **2010** at Page **618**, and Deed Book **2023** at Page **830**, all recorded among the land records of Arlington County, Virginia ("Land Records") and more particularly described in **Addendum 'A' attached hereto** (the "Property");

WHEREAS, the Board of Directors of Arlington Village, a Townhouse Condominium ("Board of Directors") is the agent and attorney-in-fact for the fee simple unit owners of Arlington Village, a Townhouse Condominium by virtue of Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Amended and Restated Bylaws of Arlington Village Townhouse Condominium Association recorded in Deed Book **2437** at Page **1009**, and rerecorded in Deed Book **2818** at Page **1575** among the Land Records ("Bylaws");

WHEREAS, pursuant to Section 55-79.80.B. of the Code of Virginia and Article III, Section 15 of the Bylaws, the Board of Directors has the power and authority to grant and convey easements on and through the condominium common elements on behalf of the unit owners of Arlington Village, a Townhouse Condominium; and

Project: Street Lighting for Arlington Village
Project #: N492 (the "Project")
RPCs 32014PCA
Address: South Edgewood Street, Arlington, Virginia

WHEREAS, the Grantee desires to obtain and the Owners desire to grant and convey this permanent easement for public street lighting purposes to the Grantee.

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, the Grantors do hereby grant and convey unto the Grantee a perpetual easement for public street lighting purposes over, under, upon and across **Eight Thousand Three Hundred Twenty-six (8,326)** square feet of land ("Public Street Lighting Easement") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Public Street Lighting Purposes on Parcel F, Arlington Village, D.B. 454, PG. 14, Arlington Village**" which plat was approved on **March 16, 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, together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public street lighting, including pole, pole base, brackets, wiring, conduit, cable, fixtures, accessories and appurtenances thereto, within said Public Street Lighting Easement, 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 utilities and facilities within the above-described Public Street Lighting Easement (the Public Street Lighting Easement, 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 has 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 street lighting 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 street lighting 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):

[Signature(s) Appear on the Following Pages]

GRANTORS:

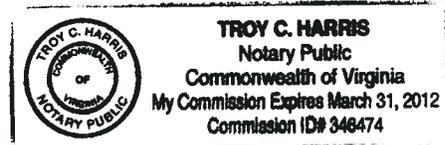
**UNIT OWNERS OF ARLINGTON VILLAGE,
A TOWNHOUSE CONDOMINIUM,
by the BOARD OF DIRECTORS OF
ARLINGTON VILLAGE TOWNHOUSE
ASSOCIATION, their attorney in fact**

By: *Gregory P. Mesack*
Name: Gregory P. Mesack
Title: President

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 9th day of June, 2011, by the **UNIT OWNERS OF ARLINGTON VILLAGE, A TOWNHOUSE CONDOMINIUM**, by Gregory P. Mesack, President of the **BOARD OF DIRECTORS OF ARLINGTON VILLAGE TOWNHOUSE ASSOCIATION**, their attorney in fact, Grantors.

Notary Public: *Troy C. Harris*
My Commission expires: March 31, 2012



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: _____

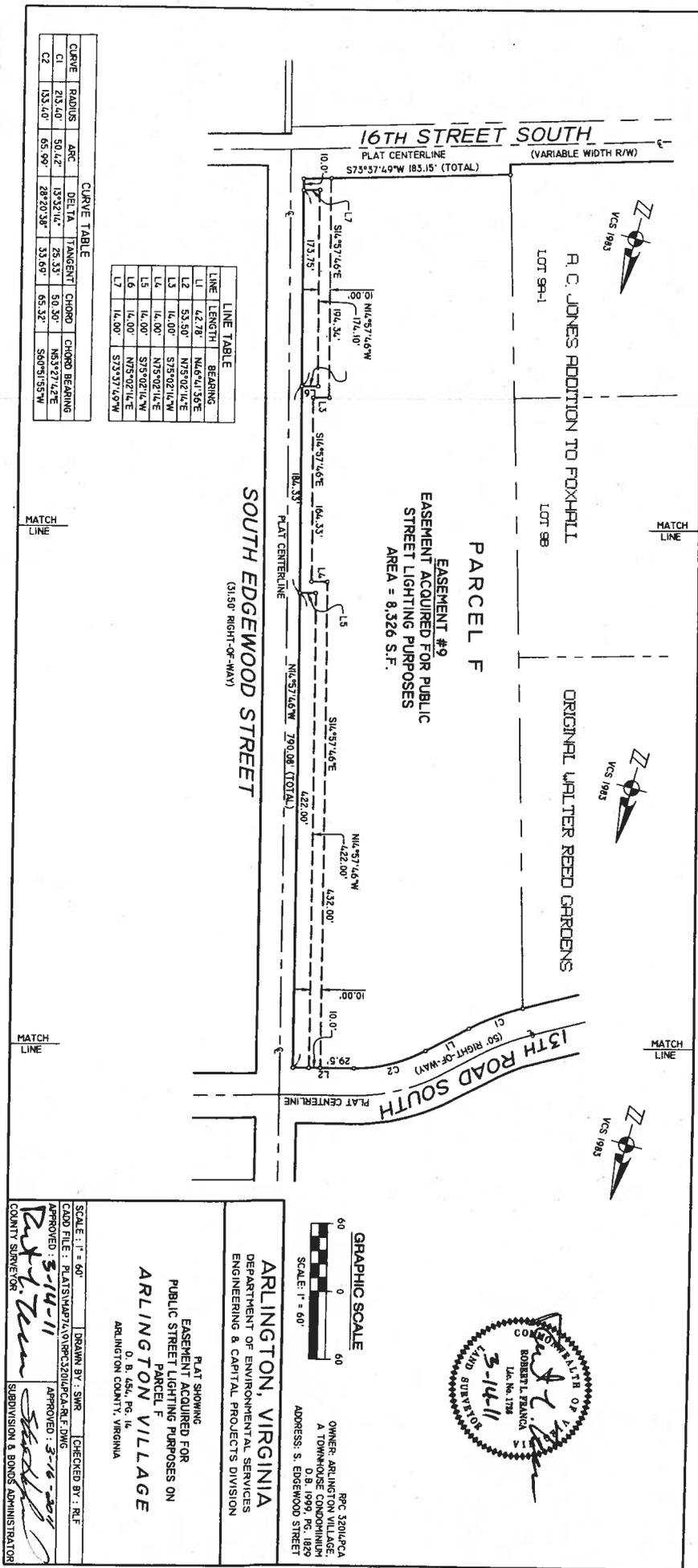
APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Addendum A

DESCRIPTION

PARCEL F
ARLINGTON VILLAGE APARTMENTS

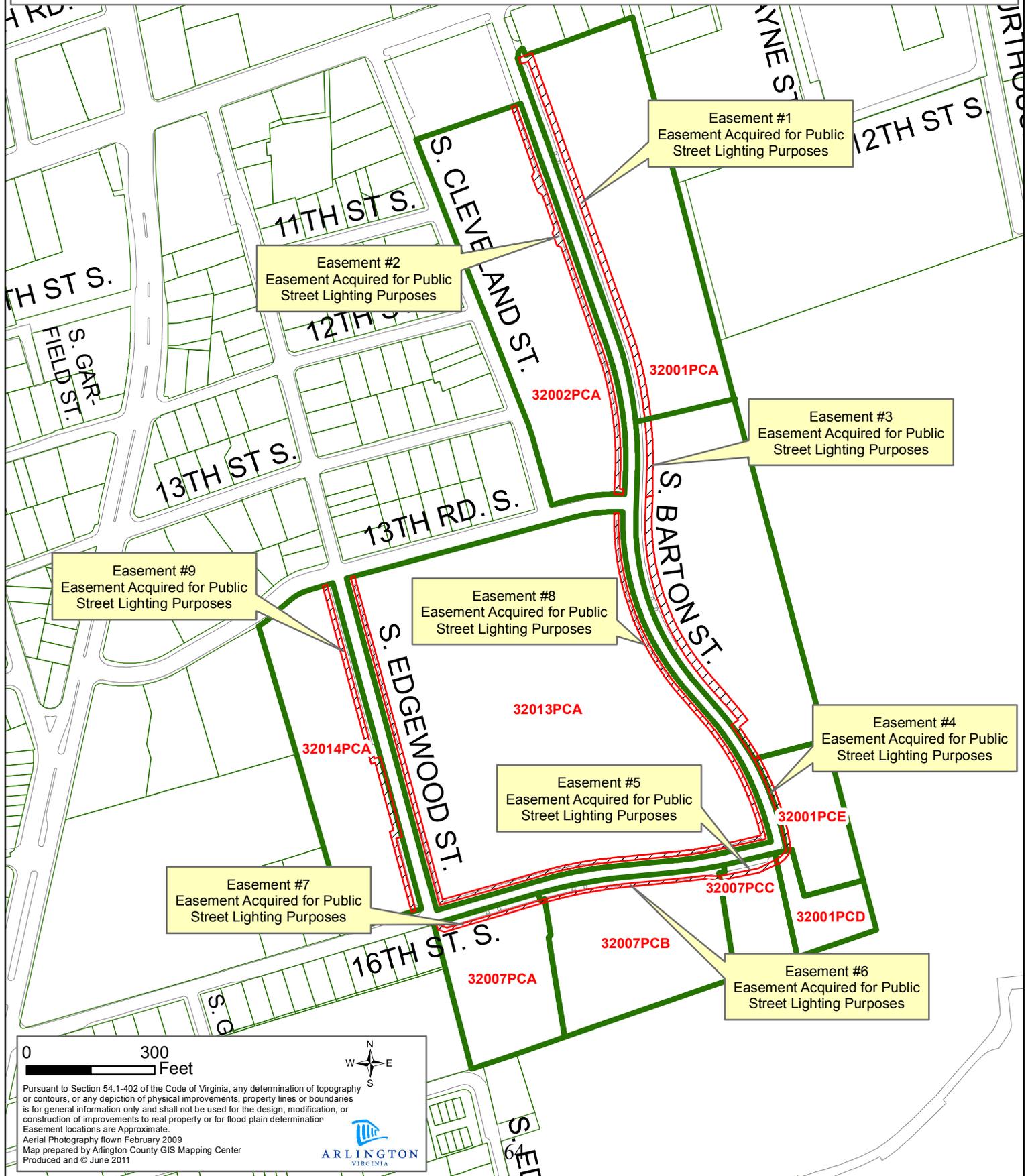
Beginning at the northwesterly intersection of 16th Street, South, and South Edgewood Street, said point of beginning being the southeasterly corner of Parcel F, Arlington Village Apartments as same appears duly platted and recorded in Deed Book 454 at Page 14 among the land records of Arlington County, Virginia; thence running with the northerly right-of-way line of 16th Street, South, S. 73 degrees 36 minutes 39 seconds W. – 183.15 feet to a point, said point being the southwest corner of the aforementioned Parcel F, Arlington Village Apartments, said point being also a corner to Lot 9, A. C. Jones' Foxhall, as same appears duly platted and recorded among the aforesaid land records; thence departing from said street line and running with the westerly boundary of aforementioned Parcel F, Arlington Village Apartments, as same lies common with the aforementioned Lot 9, A. C. Jones' Foxhall, and Walter Reed Garden Apartments, N. 16 degrees 23 minutes 21 seconds W. – 740.01 feet to a point, said point lying in the southerly right-of-way line of 13th Road, South; thence running with the southerly right-of-way line of 13th Road, South, 50.42 feet along the arc of a curve to the left, which curve has a radius of 213.40 feet, the chord of which arc bears N. 53 degrees 26 minutes 33 seconds E. – 50.30 feet to the P.T.; thence continuing with said right-of-way line, N. 46 degrees 40 minutes 26 seconds E. – 42.78 feet to the P.C. of a curve to the right; thence 65.99 feet along the arc of said curve to the right, which curve has a radius of 133.40 feet, the chord of which bears, N. 60 degrees 50 minutes 45 seconds E. – 65.32 feet to the P.T.; thence continuing with said street line, N. 75 degrees 01 minute 04 seconds E. – 53.50 feet to its intersection with the westerly right-of-way line of aforementioned South Edgewood Street; thence running with the said westerly right-of-way line of South Edgewood Street, S. 14 degrees 58 minutes 56 seconds E. – 790.09 feet to the point of beginning; containing 149,294 square feet of land.



Vicinity Map

Arlington Village

Street Lighting Project



0 300 Feet

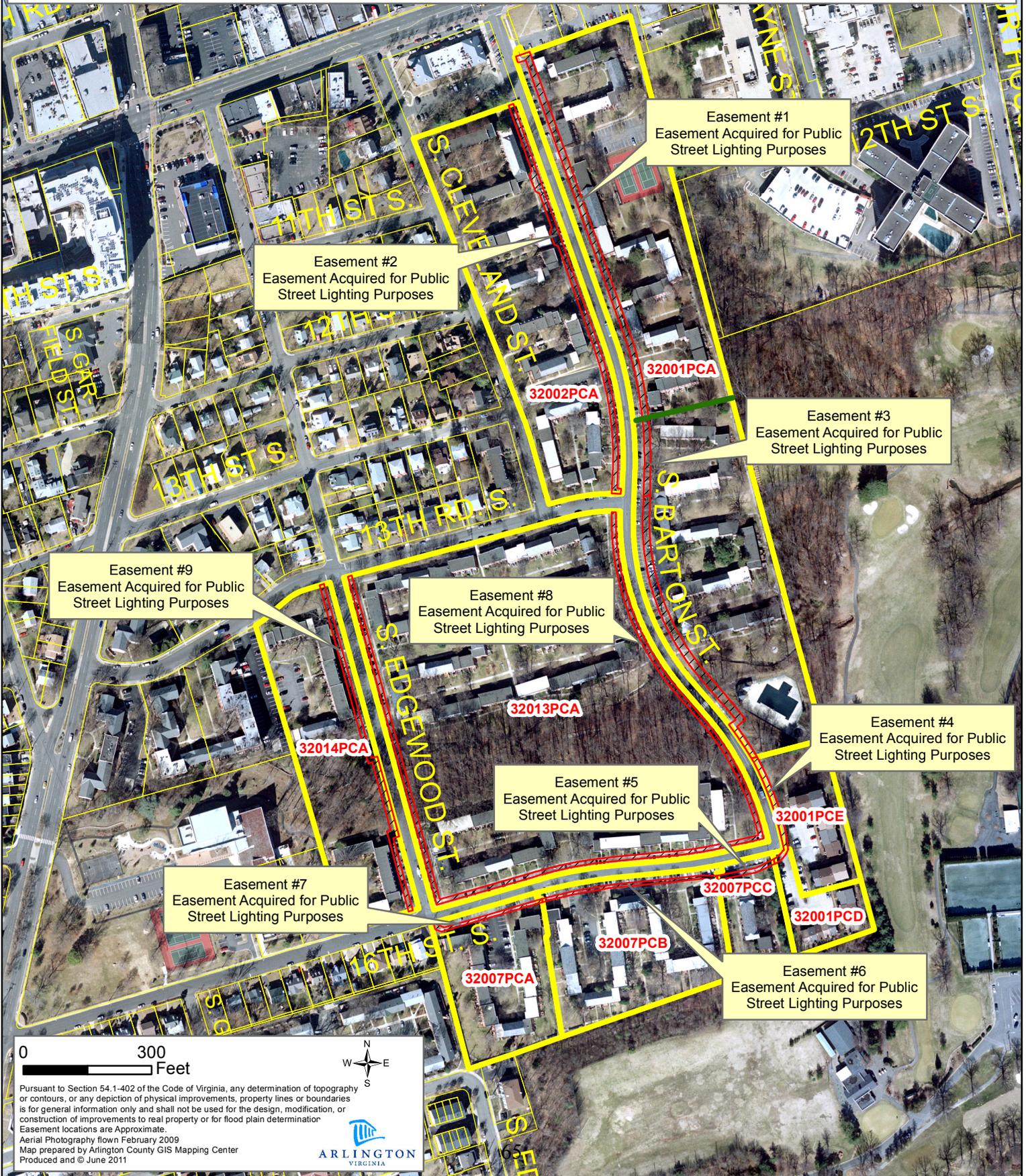


Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. Easement locations are Approximate.

Aerial Photography flown February 2009
 Map prepared by Arlington County GIS Mapping Center
 Produced and © June 2011



Vicinity Map Arlington Village Street Lighting Project



Easement #1
Easement Acquired for Public
Street Lighting Purposes

Easement #2
Easement Acquired for Public
Street Lighting Purposes

Easement #3
Easement Acquired for Public
Street Lighting Purposes

Easement #9
Easement Acquired for Public
Street Lighting Purposes

Easement #8
Easement Acquired for Public
Street Lighting Purposes

Easement #4
Easement Acquired for Public
Street Lighting Purposes

Easement #5
Easement Acquired for Public
Street Lighting Purposes

Easement #7
Easement Acquired for Public
Street Lighting Purposes

Easement #6
Easement Acquired for Public
Street Lighting Purposes

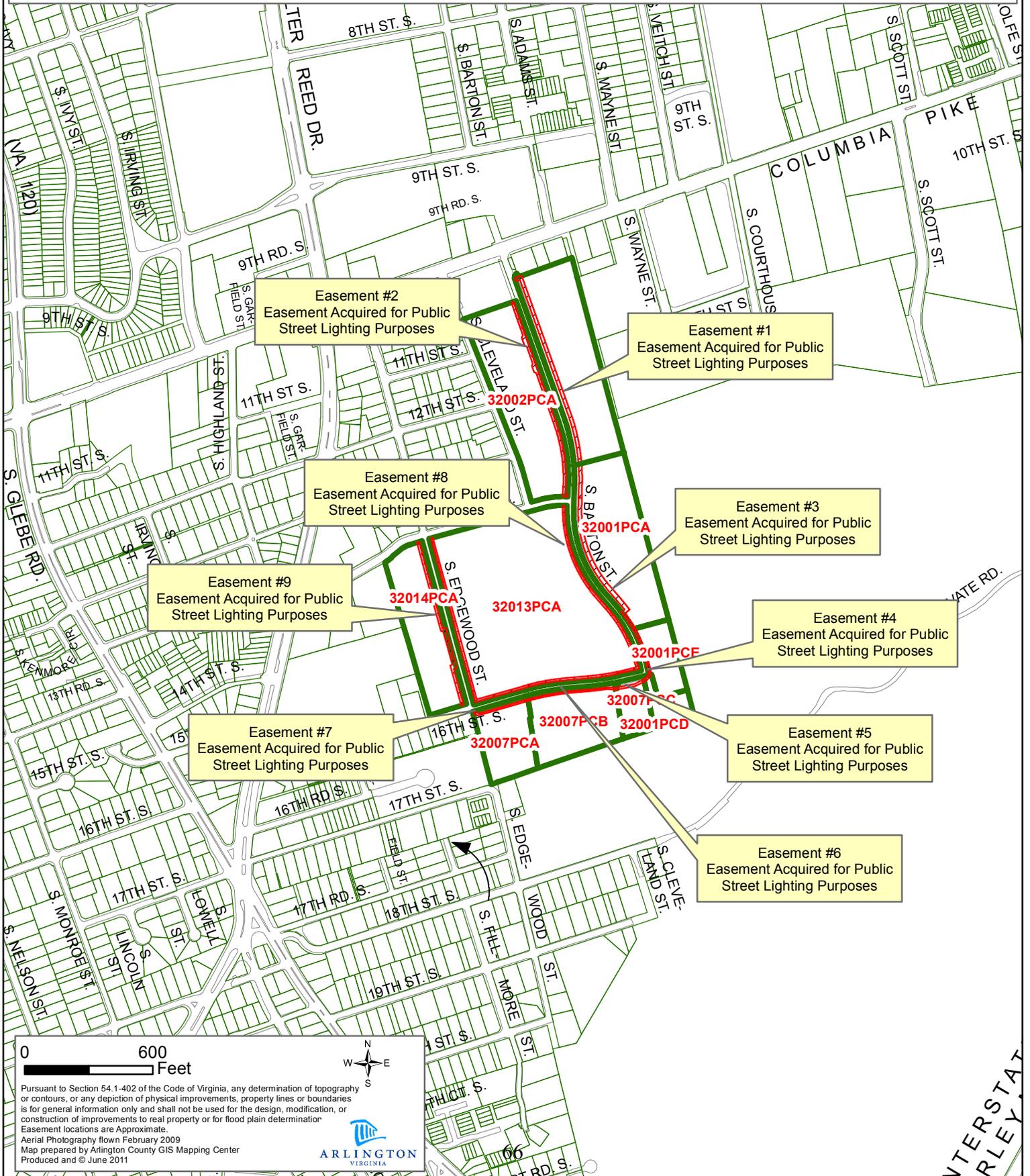
0 300
Feet



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. Easement locations are Approximate.
Aerial Photography flown February 2009
Map prepared by Arlington County GIS Mapping Center
Produced and © June 2011



Vicinity Map Arlington Village Street Lighting Project



Easement #2
Easement Acquired for Public
Street Lighting Purposes

Easement #1
Easement Acquired for Public
Street Lighting Purposes

Easement #8
Easement Acquired for Public
Street Lighting Purposes

Easement #3
Easement Acquired for Public
Street Lighting Purposes

Easement #9
Easement Acquired for Public
Street Lighting Purposes

Easement #4
Easement Acquired for Public
Street Lighting Purposes

Easement #7
Easement Acquired for Public
Street Lighting Purposes

Easement #5
Easement Acquired for Public
Street Lighting Purposes

Easement #6
Easement Acquired for Public
Street Lighting Purposes

0 600 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. Easement locations are Approximate.

Aerial Photography flown February 2009
Map prepared by Arlington County GIS Mapping Center
Produced and © June 2011



INTERSTATE
ARLEY