



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of July 9, 2011

DATE: June 22, 2011

SUBJECT: Approval of an Exchange Agreement Among Health Club Investors, LLC, Health Club Investors, Inc. and the County Board of Arlington County, Virginia for Conveyance by the County of Outlot A of the Subdivided County Properties to Health Club Investors, LLC, Health Club Investors, Inc., in Exchange for Certain Public Easements on Property Located at 3910 Wilson Boulevard (RPC# 14-060-028, 14-060-023 and 14-060-024); and thereafter to subdivide County Properties known as Part Parcel D and Part Parcel E, Original Property of John L. Rees, a Portion of Which is Currently Used for North Quincy Street at the Intersection with Wilson Boulevard.

C. M. RECOMMENDATION:

1. Approve the attached Exchange Agreement, among Health Club Investors, LLC, Health Club Investors, Inc., and the County Board of Arlington County, Virginia (“Exchange Agreement”);
2. Authorize the subdivision of the County properties known as Part Parcel D and Part Parcel E, Original Property of John L. Rees in accordance with the attached plat; and,
3. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services to execute the Exchange Agreement and all related documents, necessary to complete the exchange of property interests, including all deeds and other documents necessary to subdivide the Property, on behalf of the County Board, subject to the approval of such documents as to form by the County Attorney.

ISSUES: County Board authorization and approval is required for subdivision of County owned property, and for conveyance of a portion of the subdivided property in exchange for public easements necessary for the construction of a public street and transportation infrastructure improvements along a portion of Wilson Boulevard. There are no issues related to this agenda item.

County Manager:

County Attorney:

29.

Staff: Kevin Connolly, DES, Real Estate Bureau

SUMMARY: County staff has concluded negotiations with Health Club Investors, LLC, and Health Club Investors, Inc. (jointly, “Health Club Investors”) on an exchange of property interests that will permit the construction of certain public street and transportation related improvements on the property of the Health Club Investors at 3910 Wilson Boulevard (RPC # 14-060-028, 14-060-023 and 14-060-024) as part of the Department of Environmental Services’ Project DS82 (“Wilson Phase II”). After County Board approval and execution of the Exchange Agreement, and after subdivision of Part Parcel D and Part Parcel E, Original Property of John L. Rees by the County, Health Club Investors will grant to the County Board the easements (Easements”) necessary for construction of those portions of the Wilson Phase II public improvements to be located on the property at 3910 Wilson Boulevard. In exchange for the Easements, the County will convey Outlot A of the subdivided County property to Health Club Investors. As part of the subdivision, that portion of the County property not being conveyed to Health Club Investors will be dedicated to public street and utilities purposes.

BACKGROUND: A County project known as “Wilson Phase II” is part of a planned street infrastructure improvements project along Wilson Boulevard, between North 10th Street and North Randolph Street. Wilson Phase II has been designed to implement planned transportation improvements along Wilson Boulevard, as detailed in the Virginia Square Sector Plan, adopted by the County Board on December 7, 2002. Wilson Phase II was funded in 2006 with County bond funds to implement transportation improvements that were not anticipated to be completed by redevelopment occurring during the most recent round of redevelopment in the sector. The plans for Wilson Phase II include: new and wider sidewalks, street lights, street trees, new curb and gutter and improvements necessary to the realign both North Quincy Street and North Pollard Street at their intersections with Wilson Boulevard.

Before the planned infrastructure improvements for Wilson Phase II can be constructed, Health Club Investors must grant the Easements to the County Board on 3910 Wilson Boulevard. The property at 3910 Wilson Boulevard fronts to Wilson Boulevard near its intersection with North Quincy Street and is used for various commercial and retail purposes, including Gold’s Gym and Conte’s Bicycle and Fitness Shop. The area of the Easements to be granted to the County by Health Club Investors, necessary to construct the improvements, spatially totals approximately 2,673 square feet of land. The Easements are comprised of: 1,249 square feet of temporary easement, 1,328 square feet of easement for public sidewalk, utilities and drainage purposes; and 96 square feet of easement for public bus stop purposes. The Easements are shown on the plats attached to this Board Report as Exhibit C.

DISCUSSION: Under the terms of the Exchange Agreement (attached as Exhibit A) Health Club Investors agrees to convey the Easements to the County Board in exchange for a conveyance by the County Board of fee simple interest in the subdivided Outlot A. Outlot A is an approximately 650 square foot portion of the County-owned property, not dedicated for public use. Outlot A is shown on the attached Subdivision Plat. Outlot A is unimproved, and it is neither needed for any planned future realignment of North Quincy Street, nor needed for any other planned public purpose. The subdivided parcels were acquired by the County Board in 1968, but were not dedicated for public purposes.

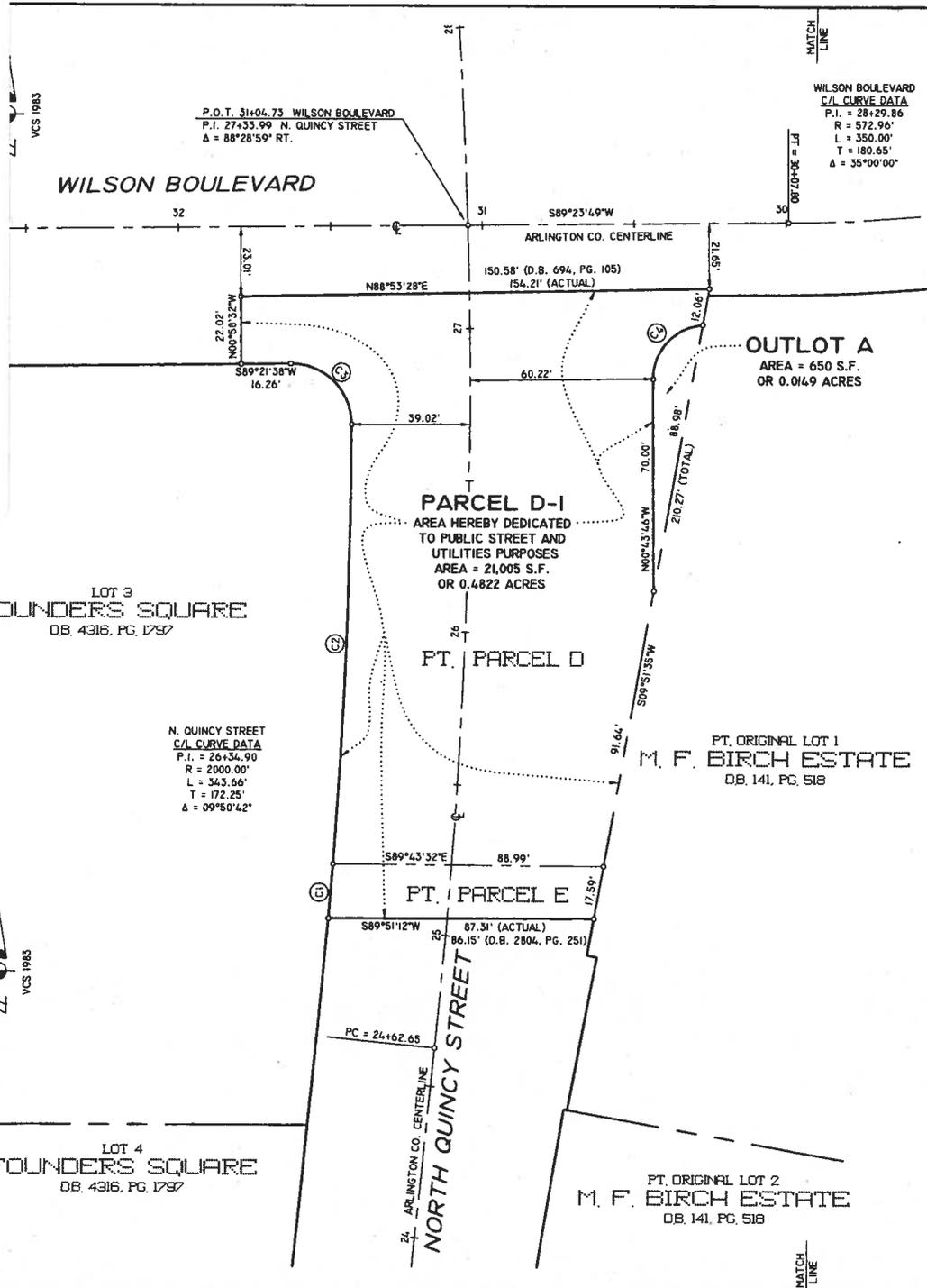
Prior to the exchange of property interests described in the Exchange Agreement, the County must first subdivide the County-owned Property. As part of the subdivision, that portion of the Property which is not being exchanged for the Easements will be dedicated for public street and utilities purposes. The subdivision will be accomplished by a deed subdividing the Property into two distinct parcels, "Parcel D-I" and "Outlot A" as shown on the Subdivision Plat.

Following the subdivision, conveyance of Outlot A by the County to Health Club Investors, in exchange for the Easements, will occur. The Easements to be acquired by the County were appraised by Robert Paul Jones, MAI, an independent, appraiser, licensed by the Commonwealth of Virginia, on November 15, 2009. The fair market value of the Easements was estimated by the appraisal to be \$ 83,900. Based on the appraisal of the Easements, staff have determined that the value of Outlot A is approximately equal to the value of the Easements, in that the value of Outlot A on a square footage valuation (\$129 per square foot) determined by the appraiser would total \$83,850.

PUBLIC NOTICE: Public notice of the proposed Exchange Agreement was given in accordance with the Code of Virginia. A public notice was placed in the June 28, 2011 issue of the Washington Times for the County Board Meeting of July 9, 2011

FISCAL IMPACT: As the value of the County's property interest being exchanged for the Easements is approximately the same, closing costs are the only significant fiscal impact related to this transaction. Staff estimates that closing costs will be less than \$3,000. Closing costs will be paid from account number 314.43513.DS82.SJD.0000.

EXHIBIT A



NOTES:

1. NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
2. THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-13.

AREA TABULATION

OUTLOT A 650 SQ. FT. OR 0.0149 ACRES

PARCEL D-I DEDICATION FOR PUBLIC STREET AND UTILITIES PURPOSES 21,005 SQ. FT. OR 0.4822 ACRES

TOTAL SITE AREA 21,655 SQ. FT. OR 0.4971 ACRES

SURVEYOR'S CERTIFICATE

I, ROBERT L. FRANCA, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED HEREON IS PART OF THE SAME PROPERTY CONVEYED TO THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA BY DEED DATED DECEMBER 17, 1968 AND RECORDED IN DEED BOOK 1692 AT PAGE 456 AND BEING THE SAME PROPERTY DEPICTED ON A PLAT ATTACHED TO A DEED DATED SEPTEMBER 16, 1996 AND RECORDED IN DEED BOOK 2804 AT PAGE 251, ALL OF WHICH ARE RECORDED AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE LAND SHOWN HEREON LIES WITHIN THE BOUNDS OF THE ORIGINAL TRACT AND THAT THE BEARINGS ARE CALCULATED FROM THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS 1983).



OWNER'S STATEMENT

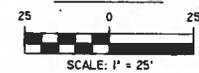
THE PLATTING OR DEDICATION OF THE PROPERTY SHOWN HEREON, NOW IN THE NAME OF THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, IS WITH FREE CONSENT AND IS IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S), PROPRIETOR(S) AND TRUSTEE(S) IF ANY.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

DATE _____

| CURVE TABLE | | | | | | |
|-------------|----------|---------|-----------|---------|---------|---------------|
| CURVE | RADIUS | ARC | DELTA | TANGENT | CHORD | CHORD BEARING |
| C1 | 1960.50' | 18.03' | 0°31'37" | 9.01' | 18.03' | N04°13'36"E |
| C2 | 1960.50' | 144.79' | 4°13'53" | 72.43' | 144.75' | N01°50'51"E |
| C3 | 20.00' | 31.55' | 90°22'17" | 20.13' | 28.38' | N45°27'14"W |
| C4 | 17.50' | 26.34' | 86°14'08" | 16.39' | 23.92' | N42°23'18"E |

GRAPHIC SCALE



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

PLAT SHOWING
 THE SUBDIVISION OF
PART PARCEL D AND PART PARCEL E
 OF THE ORIGINAL PROPERTY OF
JOHN L. REES
 O.B. 694, PG. 105
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25' DRAWN BY: RLF CHECKED BY: JMB
 CADD FILE: PLATS\MAP53\13\QUINCY DEDICATION 2010.DWG

EXCHANGE AGREEMENT

This **DEED OF EASEMENT ("Agreement")** is made this ___ day of _____, 2011, by and between **HEALTH CLUB INVESTORS, LLC** a Virginia limited liability company, and **HEALTH CLUB INVESTORS, INC.**, a Virginia corporation, formerly known as Al's Motors, Incorporated, (collectively referred to as "**Health Club**"); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, ("**County**"). The Health Club and the County are sometimes jointly referred to hereinafter as the "**Parties**" and individually as "**Party**".

RECITALS:

- R-1. The County currently is the owner of portions of Parcel D and Parcel E of the original property of John E. Rees, which Parcel D and Parcel E the County acquired by a deed dated December 17, 1968, and recorded among the land records of Arlington County Circuit Court ("Land Records") at Deed Book 1692 at Page 456. Such portions are depicted as Pt. Parcel D and Pt. Parcel E on the plat attached hereto as Exhibit A and made a part hereof, entitled "Plat Showing The Subdivision of Part Parcel D and Part Parcel E of the Original Property of John L. Rees, D.B. 694, PG. 105, Arlington County, Virginia" ("**Subdivision Plat**");
- R-2. The County intends to subdivide Pt. Parcel D and Pt. Parcel E into Parcel D-1 and Outlot A, as further depicted on the Subdivision Plat;
- R-3. As part of the subdivision of Pt. Parcel D and Pt. Parcel E, the property to be known as Parcel D-1 will be established as public street. The County plans to construct certain street improvements to reconfigure the intersection of North Quincy Street and Wilson Boulevard as part of a capital project for the improvement of a section of the south side of Wilson Boulevard (**the "Project"**);
- R-4. The property to be known as Outlot A ("**Outlot A**") is not dedicated to public use and is not needed for the Project;
- R-5. Health Club is the owner of certain real property which real property is identified by Arlington County, Virginia RPC's # 14060023, 14060024 and 14060028 (**the "Health Club Property"**);
- R-6. County desires to acquire from Health Club various easements on the Health Club Property as hereinafter described, that are required for the Project, and Health Club desires to acquire Outlot A in fee simple, upon the terms and conditions hereinafter set forth. Outlot A, to be conveyed by the County to Health Club, and the easements to be conveyed by Health Club to the County on the Health Club Property are sometimes collectively referred to hereinafter as the "**Properties**";

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Incorporation. The Recitals set forth herein are hereby incorporated by reference to be a part of this Agreement.

2. Exchange of Properties.

(a) The County agrees to convey Outlot A to Health Club upon the terms and conditions hereinafter set forth.

(b) The Health Club agrees to convey to the County, upon the terms and conditions hereinafter set forth, four (4) permanent easements (consisting of one (1) public bus stop purposes and three (3) for public sidewalk, utilities and drainage purposes) and four (4) temporary easement and construction agreements (collectively the "Easements"). The areas of the Easements that Health Club agrees to convey to the County are shown on the following plats (collectively the "Easement Plats"):

(i) "Plat Showing Easement Acquired for Public Sidewalk, Utilities and Drainage Purposes, and Temporary Construction Easement on Part Lot 1, Subdivision of Part Original Lot 1, M.F. Birch Estate, D.B. 436, PG. 423, Arlington County, Virginia" approved on July 24th, 2009 by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services. (RPC# 14060023) (attached hereto as Exhibit B);

(ii) "Plat Showing Easement Acquired for Public Sidewalk, Utilities and Drainage Purposes, Easement Acquired for Public Bus Stop Purposes and Temporary Construction Easements on Part Original Lot 1, M.F. Birch Estate, D.B. 141, PG. 518, Arlington County, Virginia" approved on July 24th, 2009 by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services. (RPC# 14060024) (attached hereto as Exhibit C);

(iii) "Plat Showing Easement Acquired for Public Sidewalk, Utilities and Drainage Purposes and Temporary Construction Easement on Part Lots 2, 3 and 4, Subdivision of Part Original Lot 1, M.F. Birch Estate, D.B. 436, PG. 423, Arlington County, Virginia" approved on July 24th, 2009 by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services. (RPC# 14060028) (attached hereto as Exhibit D);

(iv) Area shown as Outlot A on the Subdivision Plat (attached hereto as Exhibit A);

3. Title – Easements from Health Club to County.

(a) The County has obtained Title Commitment No. A0702116-TD, issued by Walker Title, LLC ("**County's Title Company**"), with an effective date of April 20, 2011, committing such company to issue an ALTA title policy insuring the Easements in accordance with the terms and conditions of such commitment ("**County's Title Commitment**"). A true and accurate copy of the County Title Commitment is attached to this Agreement as **Exhibit N**.

(b) At Closing, as hereinafter defined, title to the Easements shall be: free and clear of, or have priority over, all deeds of trust, monetary judgments, liens, indebtedness or encumbrances; insurable by County's Title Company; and granted to the County by Deeds of Easement (collectively "Deeds of Easement"). The Deeds of Easement shall be in the forms specified by Subparagraph 18(a)(iii) and 18(a)(iv) of this Agreement. The County shall accept title to the Easements, subject to the following:

(i) Delivery of such funds and execution of such agreements, affidavits, and documents as may be necessary to satisfy the requirements applicable to the County in Schedule B, Section 1 of the County's Title Commitment and the removal of the Standard Exceptions of Schedule B, Section 2 of the County's Title Commitment.

(ii) Permitted Exceptions. As used in this section 3, the phrase "**Permitted Exceptions**" shall mean: (1) the lien of real estate taxes not yet due and payable; (2) all matters described in the County's Title Commitment or of record as of the effective date of such County's Title Commitment (excluding: the requirements set forth in Schedule B, Section 2 of the County's Title Commitment; mortgages, deeds of trust or other monetary liens encumbering the Easements; and the Standard Exceptions set forth in Schedule B, Section 2 of the County's Title Commitment); (3) all matters that would be shown by an accurate survey or an inspection of the Easements, including, but not limited to, other easements, encroachments, overlaps, riparian rights, and boundary disputes, if any; (4) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting the Easements; (5) any matters agreed to in writing between Health Club and County; and (6) any title exception created directly or indirectly by any act or omission of Health Club or its representatives, agents, employees or invitees.

(c) The Health Club shall, at its sole expense, remove any title exceptions as appear after April 20, 2011, which is the effective date of the County's Title Commitment. So long as the Health Club is actively pursuing the removal of such title exceptions in good faith, the Closing Date shall be extended until such title exceptions are corrected, at the sole option of County. If, at any time, County concludes that such title exceptions cannot be removed, or are not being removed in a timely and satisfactory fashion, then County may, by written notice to Health Club, declare this Agreement void. Thereafter, neither party will have further rights, responsibilities, or liabilities whatsoever hereunder or to each other.

(d) From and after the Effective Date of this Agreement until delivery of the Deeds of Easement to the County, and recordation thereof by the County's Title

Company, the Health Club shall not, either by commission or omission, grant, cause or permit any easements or covenants on, or otherwise encumber the areas of the Easements, without the prior written consent of the County.

4. Title – Fee Simple Title to Outlot A from County to Health Club.

(a) The Health Club has obtained, Title Commitment No. A0702116.1-TD, issued by Walker Title, LLC ("**Health Club's Title Company**"), with an effective date of May 13, 2011, committing such company to issue an ALTA title policy insuring Outlot A in accordance with the terms and conditions of such commitment (the "**Outlot A Title Commitment**"). A true and accurate copy of the Outlot A Title Commitment, is attached to this Agreement as **Exhibit O**.

(b) At Closing, title to Outlot A shall be free and clear of deeds of trust, monetary judgments, liens, indebtedness or encumbrances, and insurable by the Health Club's Title Company and shall be conveyed to the Health Club by special warranty deed. The Health Club shall accept title to Outlot A subject to the following:

(i) The reservation unto VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, its successors and assigns, for a perpetual right, privilege and easement over, under, through, upon and across the Property for the purpose of transmitting and distributing electric power by one or more circuits, ten feet (10') in width, being five feet (5') on either side of an existing power line, and in a manner consistent with that certain Right of Way Agreement dated March 26, 2002 recorded among the Land Records of Arlington County, Virginia in Deed Book 3452 at Page 1332.

(ii) Delivery of such funds and execution of such agreements, affidavits, and documents as may be necessary to satisfy the requirements applicable to Health Club in Schedule B, Section 1 of the Outlot A Title Commitment and the removal of Exceptions 1 through 3 of Schedule B, Section 2 of the Outlot A Title Commitment.

(iii) Notwithstanding any provision in this Agreement to the contrary, the conveyance shall be subject to the continuing rights, whether recorded or unrecorded, of all facilities and related equipment of public entities, public utilities and other entities (whether public or private), which facilities exist over, under, upon or through Outlot A at the time of conveyance, to continue to exist and remain within Outlot A.

(iv) Permitted Exceptions. As used in this section 4, the phrase "**Permitted Exceptions**" shall mean (1) the lien of real estate taxes not yet due and payable; (2) all matters described in the Outlot A Title Commitment or of record as of the effective date of such Title Commitment (excluding: the requirements set forth in Schedule B, Section 2 of the Outlot A Title Commitment; mortgage, deeds of trust or other monetary liens encumbering Outlot A and the Exceptions 1 through 5 set forth in Schedule B, Section 2 of the Outlot A Title Commitment); (3) all matters that would be shown by an accurate survey or an inspection of Outlot A, including, but not limited to,

easements, encroachments, overlaps, riparian rights, and boundary disputes, if any; (4) all building, zoning, and other state, county or federal laws, codes and regulations (whether existing or proposed) affecting Outlot A; (5) the reservation of a Dominion utility easement; (6) a Temporary Easement and Construction Agreement (attached to this Agreement to the County (in the form attached hereto as Exhibit H); (7) any matters agreed to in writing between Health Club and County; and (8) any title exception created directly or indirectly by any act or omission of the County or its representatives, agents, employees or invitees.

(c) County shall, at its sole expense, remove any title exceptions as appear after May 13, 2011 which is the effective date of the Outlot A Title Commitment. So long as County is actively pursuing the removal of such title exceptions in good faith, the Closing Date shall be extended until such title exceptions are corrected, at the sole option of Health Club. If, at any time, the Health Club concludes that such title exceptions cannot be removed, or are not being removed in a timely and satisfactory fashion, then the Health Club may, by written notice to County, declare this Agreement void. Thereafter, neither party will have further rights, responsibilities, or liabilities whatsoever hereunder or to each other.

(d) From and after the Effective Date of this Agreement, County shall not, either by commission or omission, grant, cause or permit any easements or covenants on, or otherwise encumber Outlot A, without the prior written consent of Health Club.

5. Inspection; Feasibility Period

(a) County and Health Club shall each have the right, upon reasonable notice to the other Party, at its own risk, cost and expense and at any date or dates after the Effective Date of this Agreement, as hereinafter defined, to enter, or cause its agents or representatives to enter, upon the Properties for the purpose of making surveys or other tests, test borings, inspections, investigations and/or studies of the Properties. In addition, the Parties may conduct such environmental and other studies of either of the Properties as the Parties may reasonably deem desirable. The entering Party shall make reimbursement to the other Party for any actual damages resulting from such entry.

(b) Notwithstanding the Parties right to inspect set forth in Paragraph 5(a) above if, during the period between the Effective Date of this Agreement and the date of Closing (as hereinafter defined), County shall give to Health Club written notification that County elects not to consummate the exchange contemplated by this Agreement, then County shall have the absolute right, in its sole discretion, upon written notice to Health Club to terminate this Agreement in which event neither County nor Health Club, except as expressly provided herein, shall have any other or further liability or obligation to each other.

6. County's Representations, Warranties and Covenants

In order to induce Health Club to enter into this Agreement and to consummate the transactions contemplated hereby, County represents and warrants to, and covenants with, the Health Club as follows:

(a) County is the owner of Outlot A and at Closing will have the right to exchange, grant, and convey, as the case may be, Outlot A. There exist no oral or written agreements between the County and any other party for the sale of all or any part of Outlot A;

(b) The County has full right, power and authority to enter into, execute, acknowledge and deliver this Agreement; however, this Agreement is neither effective nor a binding contract unless and until it is approved and accepted by the County and executed on behalf of the County by an authorized representative thereof;

(c) To the best of County's knowledge, and except as otherwise disclosed in writing to Health Club, County has not received any notice that the County is in violation or default under any agreement with any third party, or under any judgment, order, decree, rule or regulation of any court, arbitrator, administrative agency or other governmental authority to which it may be subject, which violation or default will, in any one case or in the aggregate, adversely affect the ownership or operation of Outlot A or County's ability to consummate the transactions contemplated hereby;

(d) Other than persons or entities with rights in the facilities described in subsection 4(b)(ii), there are no tenants or other parties in possession of any part of Outlot A, nor will there be other parties who have a right to possession of or title to any part of Outlot A;

(e) No taking by power of eminent domain or condemnation proceedings has been instituted by County and County has not received written notice of or written threat of the permanent or temporary taking or condemnation of all or any of Outlot A;

(f) There are no actions, suits, proceedings or claims to the County affecting any part of Outlot A, or affecting County with respect to the ownership, occupancy, use or operation of Outlot A, or to the best of County's knowledge, pending or threatened in or before any court, agency, commission, or board;

(g) To the best of County's knowledge, County has received no written notice that Outlot A is in violation of applicable environmental, health, fire, safety or planning or zoning laws or ordinances;

(h) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is, or to the best of County's knowledge, pending or threatened against or contemplated by County;

(i) County is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, as amended "FIRPTA";

(j) County shall not, either by commission or omission, cause or permit the disposal, release, or deposit of any actionable quantities of Hazardous Materials on or within any part of Outlot A after the Effective Date; and

(k) County shall promptly advise Health Club in writing of any facts of which County becomes aware indicating the inaccuracy of any of the representations or warranties of County contained in this Agreement and shall promptly give to Health Club copies of any written notices which County receives relating to Outlot A. County's notice to Health Club as to inaccuracies in representations and warranties discovered by County subsequent to the Effective Date of this Agreement shall not constitute a breach of this Agreement by County.

7. Health Club's Representations, Warranties and Covenants.

In order to induce County to enter into this Agreement and to consummate the transactions contemplated hereby, Health Club represents and warrants to, and covenants with, the County as follows:

(a) Health Club is the owner of the Health Club Property and at Closing will have the right to exchange, grant, and convey, as the case may be, the Easements. There exist no oral or written agreements between Health Club and any other party for the sale, conveyance, or granting of any conflicting property interests or rights in all or any part of the areas of the Easements;

(b) Health Club has full right, power and authority to enter into, execute, acknowledge and deliver this Agreement; however, this Agreement is neither effective nor a binding contract unless and until it is approved and accepted by Health Club and executed on behalf of Health Club by an authorized representative thereof;

(c) To the best of Health Club's knowledge, and except as otherwise disclosed in writing to County, Health Club has not received any notice that the Health Club is in violation of or default under any agreement with any third party, or under any judgment, order, decree, rule or regulation of any court, arbitrator, administrative agency or other governmental authority to which it may be subject, which violation or default will, in any one case or in the aggregate, adversely affect the ownership or operation of the areas of the various Easements or Health Club's ability to consummate the transactions contemplated hereby;

(d) At Settlement there shall be no other parties who have any right in the Easement Areas which would be inconsistent or conflict with the rights granted or conveyed to the County under the Deeds of Easement;

(e) Health Club has not received written notice of or written threat of the permanent or temporary taking or condemnation of all or any portion of the areas of the various Easements;

(f) There are no actions, suits, proceedings or claims to Health Club affecting any part of the areas of the various Easements, or affecting Health Club with respect to the ownership, occupancy, use or operation of any part of any area of the various Easements, or to the best of Health Club's knowledge, pending or threatened in or before any court, agency, commission, or board;

(g) To the best of Health Club's knowledge, Health Club has received no written notice that the Health Club Property is in violation of applicable environmental, health, fire, safety or planning or zoning laws or ordinances;

(h) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is, or to the best of Health Club's knowledge, pending or threatened against or contemplated by Health Club;

(i) Health Club shall not, either by commission or omission, cause or permit the disposal, release, or deposit of any actionable quantities of Hazardous Materials on or within any part of the Easements after the Effective Date; and

(j) Health Club shall promptly advise County in writing of any facts of which Health Club becomes aware indicating the inaccuracy of any of the representations or warranties of Health Club contained in this Agreement and shall promptly give to County copies of any written notices which Health Club receives relating to the Health Club Property and the representations and warranties of Health Club contained in this Agreement. Health Club's notice to County as to inaccuracies in representations and warranties discovered by Health Club subsequent to the Effective Date of this Agreement shall not constitute a breach of this Agreement by Health Club.

8. **Closing.** Provided this Agreement has not been first terminated or declared void in accordance with the provisions of this Agreement, and further provided that the conditions precedent set forth in Paragraphs 9 and 10 have been satisfied (or waived in writing by the party benefited by such condition(s) precedent), closing (the "Closing") shall occur at the offices of the Walker Title & Escrow Company, Inc. ("Closing Agent"). Closing shall occur on a date mutually selected by the Parties, which date shall in no event be later than sixty (60) days following the Effective Date (as hereinafter defined in Subparagraph 20(o)) (the "Date of Closing" or "Closing Date"), unless such Closing Date is extended by the Parties, in which event the Real Estate Bureau Chief is authorized to extend the Closing Date on behalf of the County. Notwithstanding the foregoing, in no event shall Closing take place more than ninety (90) days following the Effective Date that this Agreement has been finally approved by the County, unless agreed by the Parties by written amendment of this Agreement.

9. Conditions Precedent to Obligations of Health Club. The obligation of Health Club to proceed to Closing on Outlot A in accordance with this Agreement shall be subject to the following conditions (all or any of which may be waived, in whole or in part, by Health Club):

(a) The County shall have fully executed this Agreement and delivered a fully executed copy of this Agreement to Health Club;

(b) Title to Outlot A shall be as required by Paragraph 4 of this Agreement;

(c) The representations and warranties of the County set forth herein shall be true and correct in all material respects, as of the Closing Date;

(d) The County shall have performed and complied with all of the covenants and conditions required by this Agreement to be performed or complied with at, or prior to, Closing;

(e) All County deliveries shall have been delivered by the County to the Closing Agent before Closing; and

(f) The County shall have established Outlot A, by subdividing Pt. Parcel D and Pt. Parcel E as shown on the Subdivision Plat.

10. Conditions Precedent to Obligation of County. The obligation of County to proceed to Closing on the Easements in accordance with this Agreement shall be subject to the following conditions (all or any of which may be waived by County):

(a) The Health Club shall have executed and delivered to the County three (3) fully executed originals of this Agreement for presentation to, and consideration by, the County Board of Arlington County, Virginia ("County Board");

(b) Title to the Easements shall be as required by Paragraph 3 of this Agreement;

(c) The representations and warranties of Health Club set forth herein shall be true and correct in all material respects, as of the Closing Date;

(d) Health Club shall have performed and complied with all of the covenants and conditions required by this Agreement to be performed or complied with at, or prior to, Closing; and

(e) All Health Club deliveries shall have been delivered to the Closing Agent before Closing.

11. Brokerage. Both County and Health Club warrant to the other that no real estate broker or finder has acted on their behalf with respect to this transaction, and that

no brokerage commission or fee is due in connection with the exchange of Properties contemplated by this Agreement.

12. Closing Costs – Conveyance of County Property to Health Club. With respect to Outlot A, examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and Health Club's attorney's fees are to be the cost of Health Club. The County shall pay for its own attorney's fees and costs, for preparation of the deed for Outlot A to be conveyed to Health Club, the Virginia grantor tax on Outlot A to be conveyed to Health Club, if such tax is applicable to this transaction, a reasonable settlement fee, the release of any liens or encumbrances against Outlot A to be conveyed to Health Club, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters relating to Outlot A to be conveyed to Health Club. Real estate taxes, water, sewer, utility and all other charges are to be pro-rated to the Settlement Date.

13. Closing Costs – Conveyance of Health Club Property to County. With respect to the Easements to be conveyed to the County, examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and the County's attorney's fees are to be the cost of the County. Health Club shall pay for its own attorney's fees and costs, the Virginia grantor tax on the Easements, if such tax is applicable to this transaction, a reasonable settlement fee, the release or subordination of all liens or encumbrances against, or attached to, the area of the Easements to be conveyed to the County, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters relating to the area of the Easements to be conveyed to the County.

14. Notices. All notices required or permitted to be given under this Agreement shall be deemed to be given when (i) hand-delivered by personal delivery; or (ii) delivered by Airborne Express, or Federal Express; or (iii) when received by registered or certified mail (return receipt requested, first-class postage prepaid), in either case addressed to the Parties as follows:

If to County: The County Board of Arlington County, Virginia
Suite 302
2100 Clarendon Blvd.
Arlington, Virginia 22201
Attn: County Manager

with copy to: Real Estate Bureau Chief
Arlington County, Virginia
2100 Clarendon Blvd., Suite 800
Arlington, Virginia 22201

If to Health Club: Mr. Kirk Galliani
Manager, Health Club Investors, LLC; and
President and Director, Health Club Investors, Inc.
2481 Hartland Rd., Suite 200
Falls Church, VA 22043

or in each case to such other address as either Party may from time to time designate.

15. Damage, Condemnation or Distribution of Property Pending Closing. The risk of loss with respect to each property interest to be conveyed shall remain with the owner thereof until the delivery of the respective deed conveying such property interests.

16. Possession. On the Date of Closing, the County shall deliver possession of Outlot A to Health Club free of occupancies or tenancies, except as otherwise agreed to in writing by Health Club. On the Date of Closing, the Health Club shall deliver the Easements to the County free of all liens, encumbrances, and rights in other parties, except as otherwise agreed to in writing by the County.

17. Deliveries at Closing – Conveyance of County Property to Health Club.

(a) County's Deliveries. At Closing, County shall deliver to Closing Agent the following original documents, each fully and properly executed and acknowledged with respect to Outlot A, which deliveries shall be concurrent with the deliveries described in Paragraph 18 of this Agreement:

(i) A Special Warranty Deed (in the form attached hereto as Exhibit M) to Outlot A conveying Outlot A to Health Club in recordable form subject only to the Permitted Exceptions and other matters subsequently approved by Health Club, their agents or assigns:

(ii) Such funds as required by Paragraph 12, and such other funds as required for Closing, as set forth in this Agreement;

(iii) A copy of the action of the County reflecting the authorization of the transactions herein by County;

(iv) Such affidavits, indemnities, and other similar type instruments as are reasonably required by Health Club's Title Company;

(v) Such certifications and/or affidavits as Health Club or its title insurance company may deem necessary in order to comply with FIRPTA or other tax related disclosure and reporting requirements;

(vi) A certificate of County updating the representations and warranties of County set forth in this Agreement through Closing, which certificate shall state that there has been no material change in said representations and warranties;

(vii) HUD-1 Form or other settlement sheet, as prepared by Health Club, their agent or assigns; and

(viii) Such other documents as are required to be delivered by County pursuant to this Agreement.

18. Deliveries at Closing – Conveyance of Easements on the Health Club Property to County.

(a) **Health Club's Deliveries.** At Closing Health Club shall deliver to Closing Agent the following original documents, each fully and properly executed and acknowledged with respect to the Easements on the Health Club Property which deliveries shall be concurrent with the deliveries described in Paragraph 17 of this Agreement:

(i) Such funds as are necessary to release or subordinate all monetary liens and encumbrances applicable to the Easements on the Health Club Property listed in Schedule B – Section 1 Requirements of Exhibit N;

(ii) Such funds as required by Paragraph 13, and such other funds as required for Closing, as set forth in this Agreement;

(iii) The following four (4) Deeds of Temporary Easement and Construction Agreement:

(1) Deed of Temporary Easement and Construction Agreement for Temporary Construction Easement, (AREA = 196 S.F.), on Part Lot 1, Subdivision of Part Original Lot 1, M. F. Birch Estate, (RPC#14060023) (in the form attached hereto as Exhibit E);

(2) Deed of Temporary Easement and Construction Agreement for Temporary Construction Easement, (AREA = 237), on Part Original Lot 1, M.F. Birches Estate (RPC#14060024) (in the form attached hereto as Exhibit F);

(3) Deed of Temporary Easement and Construction Agreement for Temporary Construction Easement, (AREA = 533), on Part Lots 2, 3 and 4, Subdivision of Part Original Lot 1, M.F. Birch Estate (RPC#14060028) (in the form attached hereto as Exhibit G); and

(4) Deed of Temporary Easement and Construction Agreement for Temporary Constriction Agreement, (AREA = 650 S.F.), on Outlot A of the Subdivision of Part Parcel D and Part Parcel E of the Original Property of John L. Rees. (in the form attached hereto as Exhibit H);

(iv) The following four (4) Deeds of Easement on the Health Club Property

(1) Deed of Easement for Public Sidewalk, Utilities and Drainage Purposes, (AREA = 232 S.F.), on Part Lot 1, Subdivision of Part Original Lot 1, M. F. Birch Estate, (RPC#14060023) (in the form attached hereto as Exhibit I);

(2) Deed of Easement for Public Sidewalk, Utilities and Drainage Purposes, (Area = 622), on Part Original Lot 1, M.F. Birches Estate (RPC#14060024) (in the form attached hereto as Exhibit J);

(3) Deed of Easement for Public Bus Stop Purposes, (Area = 96 S.F.), on Part Original Lot 1, M.F. Birches Estate (RPC#14060024) (in the form attached hereto as Exhibit K);

(4) Deed of Easement for Public Sidewalk, Utilities and Drainage Purposes (AREA = 474 S.F.), on Part Lots 2, 3 and 4, Subdivision of Part Original Lot 1, M.F. Birch Estate (RPC#14060028) (in the form attached hereto as Exhibit L);

(v) A copy of documents, acceptable to the Closing Agent, reflecting the authorization of the transactions herein by Health Club;

(vi) Such affidavits, indemnities, and other similar type instruments as are reasonably required by the County's Title Company for the elimination of any standard or printed exceptions in County's final policy of title insurance, including, without limitation, the exception for unfiled mechanics' liens, parties in possession and unrecorded easements;

(vii) A certificate of Health Club updating the representations and warranties of Health Club set forth in this Agreement through Closing, which certificate shall state that there has been no material change in said representations and warranties;

(viii) HUD-1 Form or other settlement sheet, as prepared by the Title Company; and

(ix) Such other documents as are required to be delivered by Health Club pursuant to this Agreement.

19. Physical Condition of Outlot A.

Except for the representations and warranties specifically set forth in this Agreement, County specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, relating to the County Property. It

being understood that the County Property is being conveyed to Health Club on the Date of Closing in "AS IS" "WHERE IS" physical condition.

20. Miscellaneous Provisions

(a) **Binding Effect.** The County and Health Club, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, members, managers, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Health Club nor County shall assign this Agreement without the prior written consent of the other Party.

(b) **Waiver, Modification.** Failure by County or Health Club to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof.

(c) **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law. All legal actions brought by either the County or Health Club concerning this Agreement shall be brought in the Arlington County Circuit Court, and in no other court.

(d) **Remedies.** If County or Health Club wrongfully fails or refuses to perform their obligations under this Agreement, then the County or Health Club, as the case may be, shall have all rights and remedies available under law or equity in the Commonwealth of Virginia, including, but not limited to, specific performance.

(e) **Headings.** The Paragraph headings are herein used for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or the scope of any Paragraph.

(f) **Counterparts.** If this Agreement shall be executed in two or more counterpart originals, each counterpart original shall be for all purposes considered an original of this Agreement.

(g) **Partial Invalidity.** If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect; and it is the intention of all the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(h) **Entire Agreement.** This Agreement, together with the other writings signed by the parties and incorporated by reference and together with any instruments to be executed and delivered under this Agreement, constitutes the entire agreement between the Parties with respect to the exchange of the Properties and supersedes all

prior oral and written understandings. Amendments to this Agreement shall not be effective unless in writing and signed by the Parties.

(i) Survival. The representations, warranties, covenants and indemnities contained in this Agreement shall be effective as of the Closing Date and any liability with respect to breach thereof shall survive the Closing for a period of one (1) year from the Closing Date, unless otherwise provided herein.

(j) Notice and Cure. Whenever in this Agreement a Party is required to perform any act or deed and any such act or deed has not been performed by the time prescribed under this Agreement, prior to the non-performing party being declared in default under this Agreement the Party alleging such non-performance shall be required to provide to the non-performing Party written notice of such non-performance which notice shall provide for a period of not less than ten (10) days for the non-performing Party to cure such non-performance.

(k) Holidays. Whenever the last day for the performance of any act required by either County or Health Club under this Agreement shall fall upon a Saturday, Sunday, or legal holiday, the date for the performance of any such act shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

(l) Subdivision. To the extent required by this Agreement or by law, the County shall subdivide the County's property to create Outlot A prior to Closing.

(m) County Board Approval Required. The execution of this Agreement by Health Club constitutes an irrevocable offer to exchange the Properties. This offer shall become null and void if the County Board does not approve this Agreement within sixty (60) days after the Agreement is executed by Health Club and delivered to the County.

(n) Relocation Assistance. Health Club understands and agrees that relocation assistance is inapplicable to this exchange of properties.

(n) Recitals. The Recitals are incorporated herein by this reference.

(o) Effective Date. This Agreement shall be effective upon the date last executed by a Party hereto ("Effective Date")

IN WITNESS WHEREOF, County and Health Club have caused this Agreement to be executed as of the Effective Date.

(SEPARATE SIGNATURE PAGES ATTACHED)

List of Exhibits:

- A. Subdivision Plat**
- B. Easement Plat, RPC# 14060023**
- C. Easement Plat, RPC# 14060024**
- D. Easement Plat, RPC# 14060028**
- E. Temporary Easement and Construction Agreement, RPC# 14060023**
- F. Temporary Easement and Construction Agreement, RPC# 14060024**
- G. Temporary Easement and Construction Agreement, RPC# 14060028**
- H. Temporary Easement and Construction Agreement, OUTLOT A**
- I. Deed of Easement, RPC# 14060023**
- J. Deed of Easement, RPC# 14060024 (Sidewalk Utility & Drainage)**
- K. Deed of Easement, RPC# 14060024 (Bus Stop Purposes)**
- L. Deed of Easement, RPC# 14060028**
- M. Special Warranty Deed**
- N. Title Commitment 1 (for Easements from Health Club)**
- O. Title Commitment 2 (for Outlot A from County)**

**Signature Page
to
Exchange Agreement**

**THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA, a body corporate and politic**

_____ **Date**

By: _____
Name: _____
Title: _____

Approved as to Form: _____
County Attorney

Signature Page
to
Exchange Agreement

**HEALTH CLUB INVESTORS, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

By: _____
Kirk Galiani, Manager

State: VIRGINIA
County: ARLINGTON

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by Kirk Galiani, as Manager of Health Club Investors, LLC.

Notary Public: Donna Snarr-Ingram

My Commission expires: 05.31.2014
Registration no. 180001



**HEALTH CLUB INVESTORS, INC.,
A VIRGINIA CORPORATION**

By: _____
Kirk Galiani, President and Director

STATE: VIRGINIA
COUNTY: ARLINGTON :

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by Kirk Galiani, as President and Director of Health Club Investors, Inc., formerly known of record as AI's Motors, Incorporated.

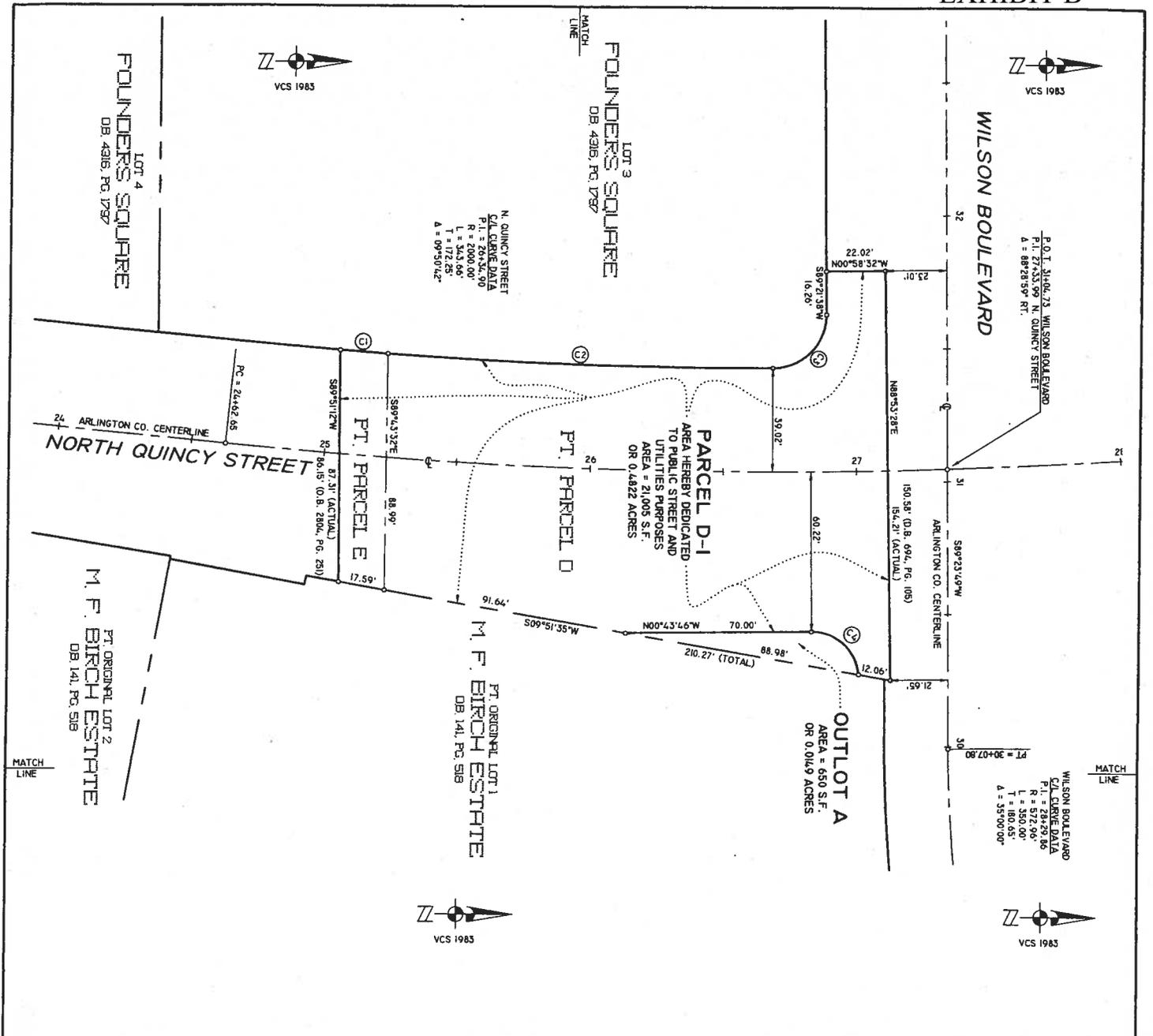
Notary Public: Donna Snarr-Ingram

My Commission Expires: 05.31.2014
Registration no. 180001



EXHIBIT B

**EXHIBIT A
Subdivision Plat**



NOTES:

1. NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
2. THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-13.

AREA TABULATION

OUTLOT A 650 SQ. FT. OR 0.0149 ACRES

PARCEL D-1
 DEDICATION FOR PUBLIC STREET AND UTILITIES PURPOSES 21,005 SQ. FT. OR 0.4822 ACRES

TOTAL SITE AREA 21,655 SQ. FT. OR 0.4971 ACRES

SURVEYOR'S CERTIFICATE

I, ROBERT L. FRANCA, A DAILY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED HEREON IS PART OF THE SAME PROPERTY CONVERTED TO THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA BY DEED DATED DECEMBER 17, 1968 AND RECORDED IN DEED BOOK 1692 AT PAGE 436 AND BEING THE SAME PROPERTY DEDICATED ON A PLAT ATTACHED TO A DEED DATED SEPTEMBER 16, 1966 AND RECORDED IN DEED BOOK 2800, AT PAGE 251, ALL OF WHICH ARE RECORDED AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE LAND SHOWN HEREON LIES WITHIN THE BOUNDS OF THE ORIGINAL TRACT AND THAT THE BEARINGS ARE CALCULATED FROM THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS 1983).

OWNER'S STATEMENT

THE PLATTING OR DEDICATION OF THE PROPERTY SHOWN HEREON, NOW IN THE NAME OF THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, IS WITH FREE CONSENT AND IS IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES IF ANY.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

DATE _____

CURVE TABLE

| CURVE | RADIUS | ARC | DELTA | TANGENT | CHORD | CHORD BEARING |
|-------|----------|---------|-----------|---------|---------|---------------|
| C1 | 1960.50' | 18.03° | 0°31'37" | 9.01' | 18.03' | N04°13'50"E |
| C2 | 1960.50' | 144.79° | 4°15'53" | 72.43' | 144.75' | N01°50'51"E |
| C3 | 20.00' | 31.55° | 90°22'17" | 20.15' | 28.38' | N45°27'14"W |
| C4 | 17.50' | 26.35° | 86°14'08" | 16.39' | 23.92' | N42°23'18"E |

GRAPHIC SCALE

25 0 25
 SCALE: 1" = 25'

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

FLAT SHOWING
 PART PARCEL D AND PART PARCEL E
 OF THE ORIGINAL PROPERTY OF
JOHN L. REES
 D.B. 694, PG. 105
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'

DRAWN BY: RLF CHECKED BY: JMB
 CAD FILE: PLAT51MARB313QUINCY DEDICATION 2010.DWG



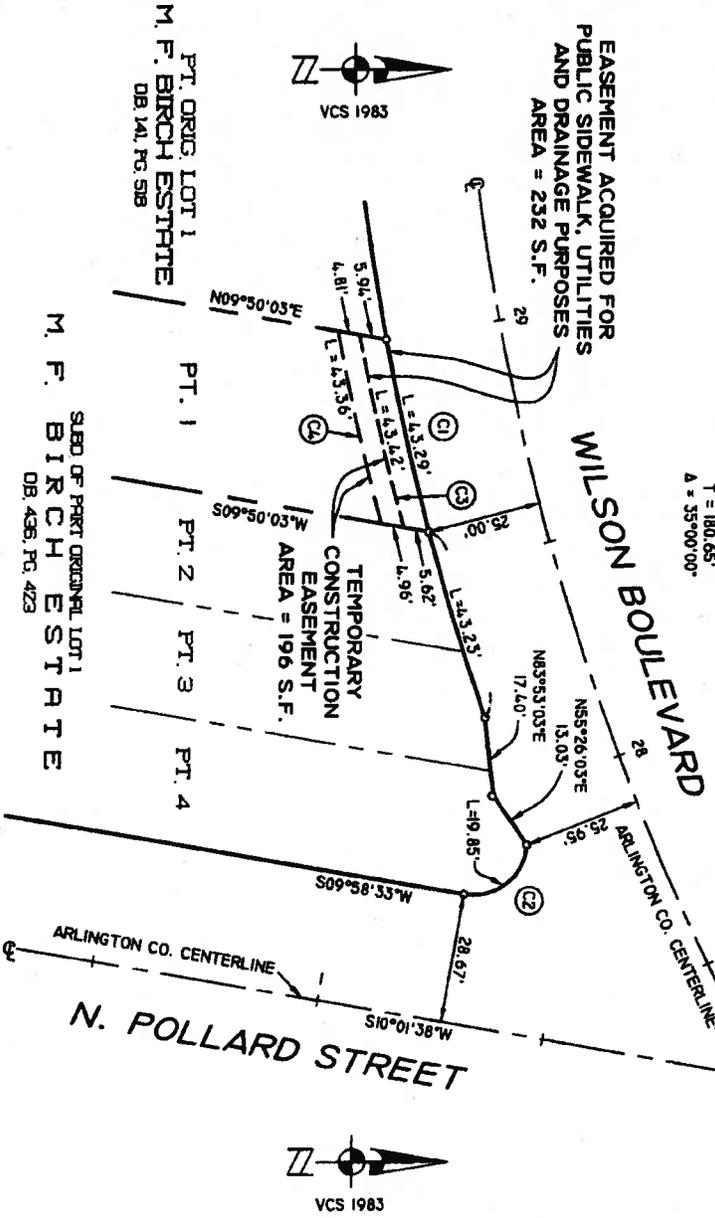
EXHIBIT B

EXHIBIT B
Easement Plat, RPC# 14060023



WILSON BOULEVARD
 C/L CURVE DATA
 P.I. = 28+29.86
 R = 572.96'
 L = 350.00'
 T = 180.65'
 Δ = 35°00'00"

P.O.C. 27+21.45 WILSON BOULEVARD
 P.I. 0+00.00 N. POLLARD STREET
 Δ = 51°36'00" LT.



| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHORD BRNG. |
|-------|---------|--------|-----------|---------|--------|-------------|
| C1 | 597.96' | 43.29' | 04°08'53" | 21.66' | 43.28' | N77°22'40"E |
| C2 | 11.70' | 19.85' | 97°12'38" | 13.27' | 17.55' | S38°37'46"E |
| C3 | 583.00' | 43.42' | 04°16'00" | 21.72' | 43.41' | N79°59'16"E |
| C4 | 587.50' | 43.36' | 04°13'42" | 21.69' | 43.35' | N77°10'22"E |

CURVE TABLE

MATCH LINE

MATCH LINE

- NOTES:
- 1) NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 - 2) THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-13 AS RFC 14060023.



OWNER: HEALTH CLUB INVESTORS, LLC
 AND HEALTH CLUB INVESTORS, INC.
 (FORMERLY A.L.S. MOTORS)
 D.B. 2324, PG. 1685
 D.B. 3135, PG. 2196
 D.B. 3135, PG. 2202
 ADDRESS: NO STREET ADDRESS

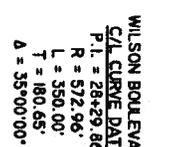
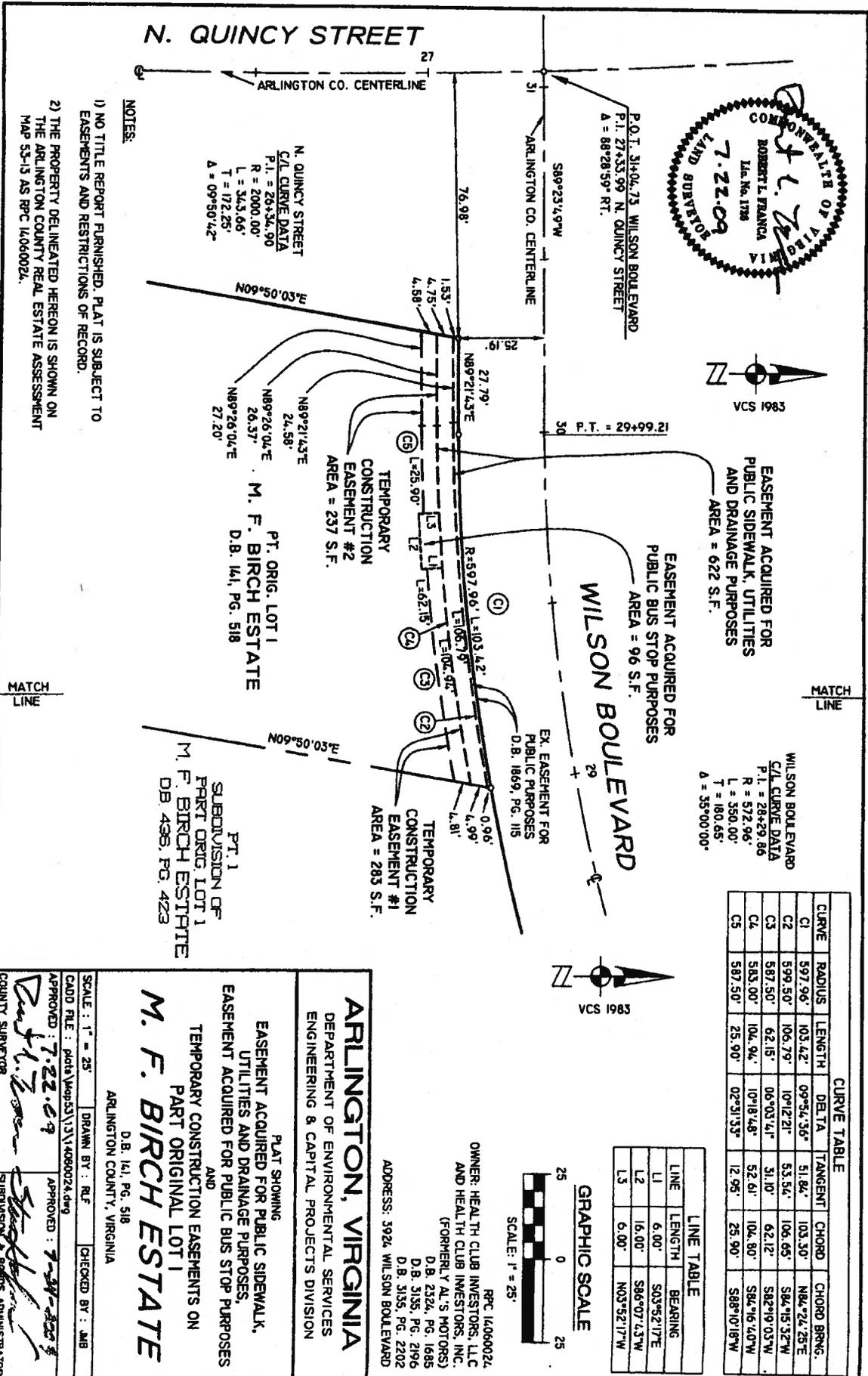
ARLINGTON, VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL SERVICES
 ENGINEERING & CAPITAL PROJECTS DIVISION

PLAT SHOWING
 EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
 UTILITIES AND DRAINAGE PURPOSES,
 AND
 TEMPORARY CONSTRUCTION EASEMENT ON
 PART LOT 1
 SUBDIVISION OF PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
 D.B. 436, PG. 423
 ARLINGTON COUNTY, VIRGINIA

| | | |
|--------------------------------------|--------------------------------------|-------------------|
| SCALE: 1" = 25' | DRAWN BY: RLF | CHECKED BY: JMB |
| CADD FILE: plot\maps\13\14060023.dwg | APPROVED: 7.22.09 | APPROVED: 7.22.09 |
| COUNTY SURVEYOR | SUBDIVISION & BOUNDARY ADMINISTRATOR | |

EXHIBIT B

EXHIBIT C
Easement Plat, RPC# 14060024



| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHORD BRNG. |
|-------|---------|---------|-----------|---------|---------|-------------|
| C1 | 597.96' | 103.42' | 09°54.36' | 51.84' | 103.30' | N84°24'28"E |
| C2 | 599.50' | 106.79' | 10°12.21' | 53.54' | 106.65' | S84°15'32"W |
| C3 | 587.50' | 62.15' | 06°03.41' | 31.10' | 62.12' | S82°19'03"W |
| C4 | 583.00' | 104.94' | 10°18.48' | 52.61' | 104.90' | S84°16'40"W |
| C5 | 587.50' | 25.90' | 02°31.33' | 12.95' | 25.90' | S88°10'16"W |

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 6.00' | S03°52'17"E |
| L2 | 16.00' | S86°07'43"W |
| L3 | 6.00' | N03°52'17"W |



- NOTES:
- 1) NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 - 2) THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-13 AS PFC 14060024.

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

PLAT SHOWING
 EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
 UTILITIES AND DRAINAGE PURPOSES,
 AND
 TEMPORARY CONSTRUCTION EASEMENTS ON
 PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
 D.B. 141, PG. 518
 ARLINGTON COUNTY, VIRGINIA

OWNER: HEALTH CLUB INVESTORS, LLC
 AND HEALTH CLUB INVESTORS, INC.
 (FORMERLY A.L.S. MOTORS)
 D.B. 2324, PG. 1685
 D.B. 3135, PG. 2196
 D.B. 3135, PG. 2202
 ADDRESS: 3924 WILSON BOULEVARD

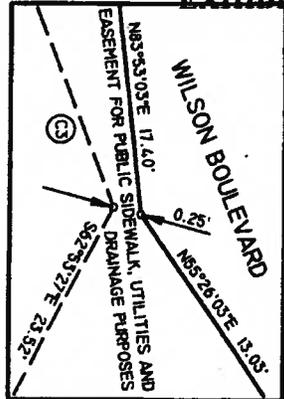
SCALE: 1" = 25'
 DRAWN BY: RLF
 CHECKED BY: AMB

APPROVED: 7-22-09
 APPROVED: 7-29-2009

COUNTY SURVEYOR: Robert L. Franca
 SUBDIVISION & RECORDS ADMINISTRATOR: [Signature]

EXHIBIT B

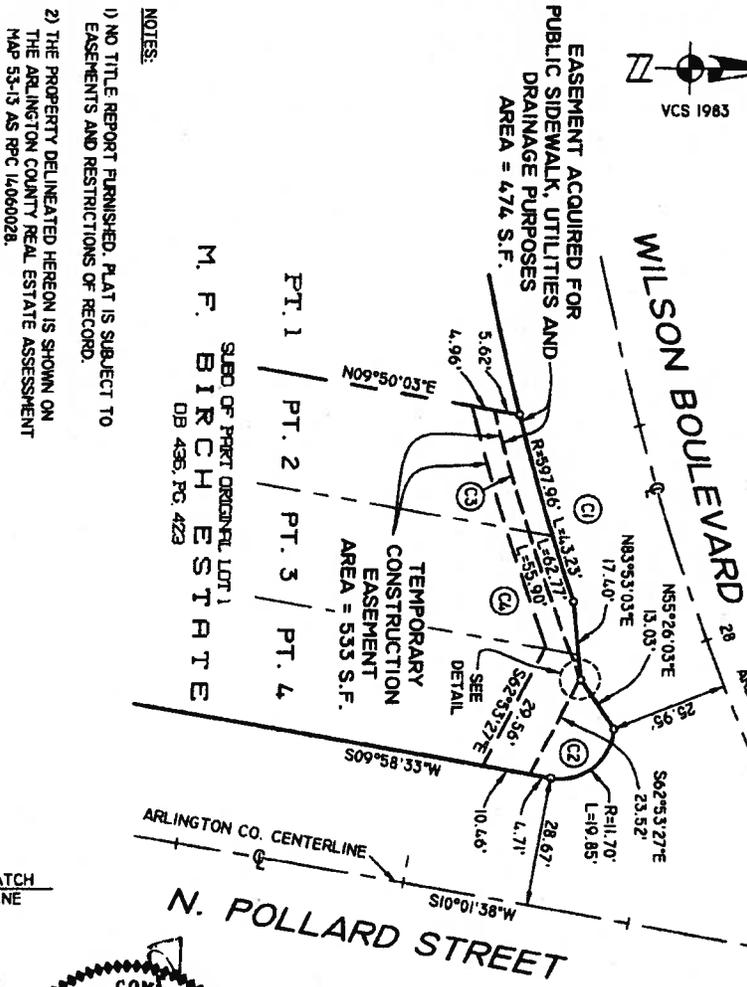
EXHIBIT D
Easement Plat, RPC# 14060028



DETAIL
NO SCALE

WILSON BOULEVARD
C/L CURVE DATA
P.I. = 28+29.86
R = 572.96'
L = 350.00'
T = 180.65'
Δ = 35°00'00"

P.O.C. 27+21.45 WILSON BOULEVARD
P.I. 0+00.00 N. POLLARD STREET
Δ = 51°36'00" L.T.



| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHORD BRNG. |
|-------|---------|--------|-----------|---------|--------|-------------|
| C1 | 597.96' | 43.23' | 04°08'33" | 21.63' | 43.22' | N73°13'57"E |
| C2 | 11.70' | 19.85' | 97°12'38" | 13.27' | 17.55' | S88°37'46"E |
| C3 | 583.00' | 62.77' | 06°10'06" | 31.41' | 62.74' | N71°46'13"E |
| C4 | 587.50' | 55.90' | 05°27'06" | 27.97' | 55.88' | N72°19'58"E |



NOTES:
1) NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
2) THE PROPERTY DELINEATED HEREON IS SHOWN ON MAP 53-13 AS RPC 14060028.

SUBD OF PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
DB 436, PG. 423

PT. 1 | PT. 2 | PT. 3 | PT. 4

TEMPORARY CONSTRUCTION EASEMENT
AREA = 533 S.F.

EASEMENT ACQUIRED FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES
AREA = 474 S.F.

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

PLAT SHOWING
EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENT ON
PART LOTS 2, 3 AND 4
SUBDIVISION OF PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
D.B. 436, PG. 423
ARLINGTON COUNTY, VIRGINIA

OWNER: HEALTH CLUB INVESTORS, LLC
AND HEALTH CLUB INVESTORS, INC.
(FORMERLY A.L.S. MOTORS)
D.B. 2324, PG. 1685
D.B. 3135, PG. 2196
D.B. 3135, PG. 2202
ADDRESS: 3910 WILSON BOULEVARD
RPC 14060028

SCALE: 1" = 25'
DRAWN BY: RLF
CHECKED BY: JMB
CAD FILE: plat\Map5313\14060028-84.dwg
APPROVED: 7-24-09
APPROVED: 7-27-09
COUNTY SURVEYOR
SUBDIVISION & BONDS ADMINISTRATOR

EXHIBIT B

EXHIBIT E

Temporary Easement and Construction Agreement, RPC# 14060023

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

Real Estate Bureau Chief
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 THE TEMPORARY EASEMENT
AND CONSTRUCTION AGREEMENT**

This DEED OF EASEMENT is made this. ___ day of _____, 2011, by **HEALTH CLUB INVESTORS, LLC**, a Virginia limited liability company and **HEALTH CLUB INVESTORS, INC.**, a Virginia corporation, formerly known as Al's Motor's, Incorporated, (Collectively referred to as "Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); and **MICHAEL R. MCADOO, Substitute Trustee** and **JOHN J. COOLEEN, Substitute Trustee** either of whom may act (collectively referred to as the "Trustee"); and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation (the "Beneficiary").

RECITALS:

WHEREAS, Health Club Investors, LLC, is the fee simple owner and tenant in common of an undivided 15.1 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deeds, dated **April 17, 2001**, and recorded in Deed Book **3135** at Page **2202**, and Deed Book **3135** at Page **2196**, respectively among the land records of Arlington County, Virginia;

WHEREAS, Health Club Investors, Inc., a Virginia corporation, formerly known as Al's Motor's, Incorporated, is the fee simple owner and tenant in common of an undivided 84.9 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deed, dated **April 11, 1988**, and recorded in Deed Book **2324** at Page **1685**, among the land records of Arlington County, Virginia; and

WHEREAS, Thrivent Financial for Lutherans is the Beneficiary of that certain Amended Deed of Trust, Security Agreement and Fixture Filing from Health Club Investors, LLC, and Health Club Investors, Incorporated, as Grantor, dated **August 29, 2002**, and recorded in Deed Book **3351** at Page **764**, among the land records of Arlington County, Virginia. Pursuant to that certain Deed of Removal and Appointment of Substitute Trustees, dated May 1, 2011, and recorded in Deed Book 4458 at Page 351 among the land records of Arlington County, Virginia, Michael R. Macadoo and John J. Cooleen were appointed Trustees of the Amended Deed of Trust in the place and stead of Edmund D. Harllee and Mary C. Zinsner. The Amended Deed of Trust, Security Agreement and Fixture Filing is a modification of the Deed of Trust Modification Agreement and the Deed of Trust and Assignment of Leases and Rents recorded in Deed

Book 3201 at Page 1010 and Deed Book 3135 at Page 2207, respectively, among the land records of Arlington County, Virginia.

WITNESSETH:

For and in consideration the sum the One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency the which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a temporary easement for the use, as described herein, the a portion the Grantors' property (the "Temporary Easement"), more specifically described as an area the real estate containing approximately **One Hundred Ninety-six (196) square feet** of land situated in Arlington County, Virginia, shown on the plat attached hereto and made a part hereof, entitled **"Plat Showing Easement Acquired For Public Sidewalks, Utilities and Drainage Purposes and Temporary Construction Easement on Part Lot 1, Subdivision of Part Original Lot 1, M. F. Birch Estate, D.B. 436, PG. 423, Arlington County, Virginia"** which plat was approved on July 24, 2009 by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being a portion of the same property acquired by the Owners as described above, and more particularly described in **Addendum 'A'** which is attached hereto (the "Property"), together with the right of Grantee to use the area to construct, maintain, repair, reconstruct and/or remove public streets, sidewalks, utilities and drainage facilities, including accessories and appurtenances thereto, adjacent to the Temporary Easement area (the "Project") as shown on the Plat, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, to the above-described Temporary Easement area.

Grantors covenant that Grantors are seized of and have the right to convey the Temporary Easement, and that Grantors shall make no use of the Temporary Easement area which is inconsistent with the rights hereby conveyed.

The TEMPORARY EASEMENT created by this document shall begin upon the date of acceptance of this Deed of Temporary Easement by the Grantee and shall expire on the first to occur of: December 31, 2012; the completion of the Project; or the date upon which the Grantors are notified in writing by Grantee that the Easement expires.

Grantee agrees that all work will be performed within the Temporary Easement area shall be performed in a good and workmanlike manner. Grantee shall use reasonable efforts to minimize disruption and disturbance (other than noise, dust and construction activities associated with the construction of the project, on and abutting the Property, which activities consist of, inter alia: installation of curb gutter and sidewalk, storm catchment basins, driveway aprons, street lights, street trees and a bus shelter within the Temporary Easement area) to tenants and their businesses located on the Property caused by Grantee's work within the Temporary Easement area. Grantee or Grantees contractors shall not completely block access into or out of the Property during business hours for the term of this Temporary Easement. Rather, Grantee or Grantee's contractors will keep one lane open for vehicular access to the existing parking area on the Property adjacent to Wilson Boulevard ("Parking Area"), from at least one access point, during construction of the project.

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

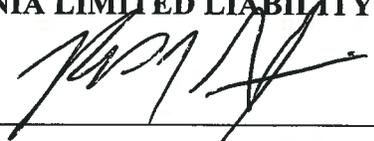
This Deed of Temporary Easement and Construction Agreement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed the Temporary Easement and Construction Agreement.

WITNESS the following signature(s):

[Signatures and seals appear on the following pages]

GRANTOR:

**HEALTH CLUB INVESTORS, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

By: 
Kirk Galiani, Manager

State: VIRGINIA
County: ARLINGTON

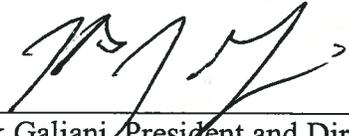
The foregoing instrument was acknowledged before me on this 16th day of June, 2011, by **Kirk Galiani**, as Manager of **Health Club Investors, LLC**.

Notary Public: 
My Commission expires: 05.31.2014
Registration no. 180001



GRANTOR:

**HEALTH CLUB INVESTORS, INC.,
A VIRGINIA CORPORATION**

By: 
Kirk Galiani, President and Director

STATE: VIRGINIA,
COUNTY: ARLINGTON :

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as President and Director of **Health Club Investors, Inc.**, formerly known of record as **Al's Motors, Incorporated**.

Notary Public: 
My Commission Expires: 05-31-2014
Registration no. 180001



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Amended and Restated Deed of Trust, Security Agreement and Fixture Filing be, and the same is, subordinated to the Deed of Easement to the Grantee.

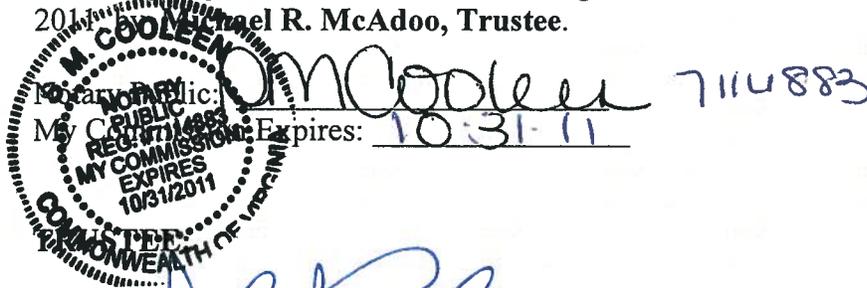
WITNESS the following signature(s):

TRUSTEE:

By: Michael R. McAdoo, Trustee
MICHAEL R. MCADOO, TRUSTEE

STATE: Virginia
COUNTY: Arlington :

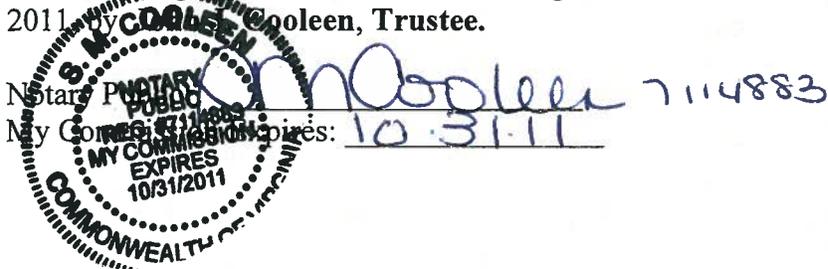
The foregoing instrument was acknowledged before me on this 2nd day of June, 2011, by Michael R. McAdoo, Trustee.



By: John J. Cooleen
JOHN J. COOLEEN, TRUSTEE

STATE: Virginia
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 2nd day of June, 2011, by John J. Cooleen, Trustee.



By: John J. Cooleen
JOHN J. COOLEEN, TRUSTEE

BENEFICIARY:

THRIVENT FINANCIAL FOR LUTHERANS,
a Wisconsin corporation

By: *Paul D. Porisch*
Name/Title: _____

Paul D. Porisch, Ass't. Vice President

STATE: Minnesota,

COUNTY: Hennepin:

The foregoing instrument was acknowledged before me on this 17th day of June, 2011, by Paul D. Porisch, Assistant V.P. of Thrivent Financial for Lutherans, a Wisconsin corporation.

Notary Public: *Cindy Lu Horgen*
My Commission Expires: *01-31-2015*



GRANTEE:

ACCEPTED this _____ day of _____, 2011, on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726B.

By: _____
COUNTY MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic, this _____ day of _____, 2011.

Notary Public _____
My Commission expires: _____

APPROVED as to form: _____
COUNTY ATTORNEY

Addendum A

Lot One (1), of the Subdivision of the easterly part of Lot One (1), of the M. F. BIRCH ESTATE, as per plat attached to and recorded with a Deed recorded among the land records of Arlington County, Virginia, in Deed Book 436 at page 423;

TOGETHER WITH a perpetual right of way for the benefit of said Lot One (1), seven (7) feet wide, on, over and across the west seven (7) feet of Lot Two (2) for the purpose of ingress and egress to and from the rear of Lot One (1);

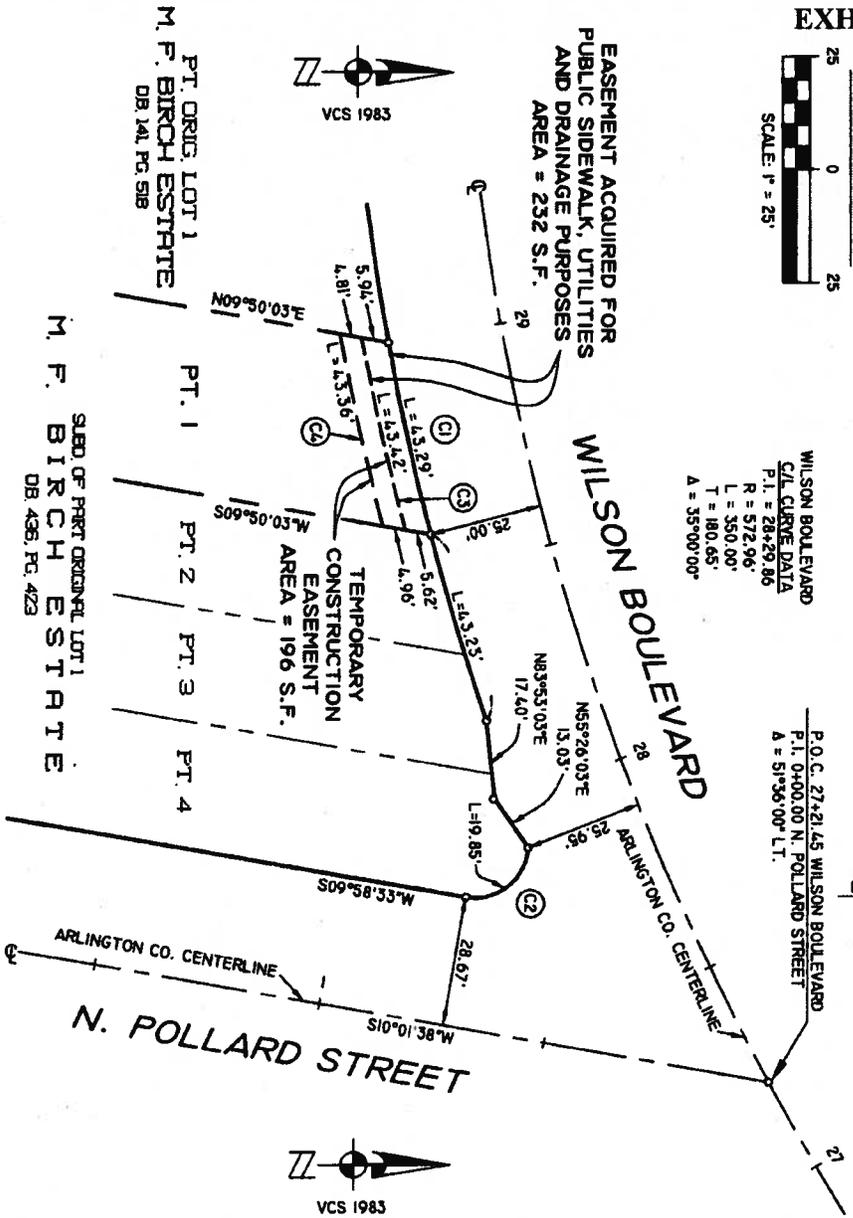
LESS AND EXCEPT a portion thereof conveyed to the County Board of Arlington County, Virginia, for the widening of Wilson Boulevard and North Pollard Street, by Deed recorded among the land records of said County in Deed Book 1070 at page 201, reference thereto being made for a more particular description of said land excepted.

SUBJECT TO the covenants, conditions, restrictions, easements, rights of way and other instruments of record, if any, affecting the property.



WILSON BOLL EVARD
 C/L CURVE DATA
 P.I. = 28+29.86
 R = 572.96'
 L = 350.00'
 T = 180.65'
 A = 35°00'00"

P.O.C. 27+21.45 WILSON BOULEVARD
 P.I. 0+00.00 N. POLLARD STREET
 A = 51°36'00" L.T.



CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHORD BRNG. |
|-------|---------|--------|-----------|---------|---------|--------------|
| C1 | 597.96' | 43.29' | 04°08'53" | 21.66' | 4.3.28' | N17°22'40"E |
| C2 | 11.70' | 19.85' | 97°12'38" | 13.27' | 17.55' | S38°37'4.6"E |
| C3 | 583.00' | 43.42' | 04°16'00" | 21.72' | 4.3.41' | N79°50'16"E |
| C4 | 587.50' | 43.36' | 04°15'42" | 21.69' | 4.3.35' | N77°10'27"E |

MATCH LINE

MATCH LINE

- NOTES:
- 1) NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 - 2) THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-13 AS RPC 14060023.



RPC 14060023
 OWNER: HEALTH CLUB INVESTORS, LLC
 AND HEALTH CLUB INVESTORS, INC.
 (FORMERLY A.S. MOTORS)
 D.B. 2324, PG. 1685
 D.B. 3135, PG. 2196
 D.B. 3135, PG. 2202
 ADDRESS: NO STREET ADDRESS

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

PLAT SHOWING
 EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
 UTILITIES AND DRAINAGE PURPOSES,
 AND
 TEMPORARY CONSTRUCTION EASEMENT ON
 PART LOT 1
 SUBDIVISION OF PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
 D.B. 436, PG. 423
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25' DRAWN BY: RLF CHECKED BY: JMB
 CAD FILE: pldm\Map53\3114060023.dwg
 APPROVED: 7.22.09 APPROVED: 7.24.09
 COUNTY SURVEYOR SUBDIVISION & BONDS ADMINISTRATOR

EXHIBIT B

EXHIBIT F

Temporary Easement and Construction Agreement, RPC# 14060024

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

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

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

**DEED OF TEMPORARY EASEMENTS
AND CONSTRUCTION AGREEMENT**

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT is made this ___ day of _____, 2011, by **HEALTH CLUB INVESTORS, LLC**, a Virginia limited liability company and **HEALTH CLUB INVESTORS, INC.**, a Virginia corporation, formerly known as Al's Motor's, Incorporated, (collectively referred to as "Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); and **MICHAEL R. MCADOO, Substitute Trustee** and **JOHN J. COOLEEN, Substitute Trustee** either of whom may act (collectively referred to as the "Trustee"); and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation (the "Beneficiary").

RECITALS:

WHEREAS, Health Club Investors, LLC, is the fee simple owner and tenant in common of an undivided 15.1 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deeds, dated **April 17, 2001**, and recorded in Deed Book **3135** at Page **2202**, and Deed Book **3135** at Page **2196**, respectively among the land records of Arlington County, Virginia;

WHEREAS, Health Club Investors, Inc., a Virginia corporation, formerly known as Al's Motor's, Incorporated, is the fee simple owner and tenant in common of an undivided 84.9 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deed, dated **April 11, 1988**, and recorded in Deed Book **2324** at Page **1685**, among the land records of Arlington County, Virginia; and

WHEREAS, Thrivent Financial for Lutherans is the Beneficiary of that certain Amended Deed of Trust, Security Agreement and Fixture Filing from Health Club Investors, LLC, and Health Club Investors, Incorporated, as Grantor, dated **August 29, 2002**, and recorded in Deed Book **3351** at Page **764**, among the land records of Arlington County, Virginia. Pursuant to that certain Deed of Removal and Appointment of Substitute Trustees, dated May 1, 2011, and recorded in Deed Book 4458 at Page 351 among the land records of Arlington County, Virginia, Michael R. Macadoo and John J. Cooleen were appointed Trustees of the Amended Deed of Trust in the place and stead of Edmund D. Harllee and Mary C. Zinsner. The Amended Deed of Trust, Security

Agreement and Fixture Filing is a modification of the Deed of Trust Modification Agreement and the Deed of Trust and Assignment of Leases and Rents recorded in Deed Book 3201 at Page 1010 and Deed Book 3135 at Page 2207, respectively, among the land records of Arlington County, Virginia.

WITNESSETH:

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee temporary easements for the use, as described herein, of portions of Grantors' property (the "Temporary Easements"), more specifically described as two areas of real estate, one containing approximately Two Hundred Eighty-three (283) square feet of land and another containing approximately Two Hundred Thirty-seven (237) square feet of land, together containing approximately **Five Hundred Twenty (520) square feet** of land situated in Arlington County, Virginia, shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired For Public Sidewalk, Utilities and Drainage Purposes, Easement Acquired for Public Bus Stop Purposes and Temporary Construction Easements on Part Original Lot 1, M. F. Birch Estate, D.B. 141, PG. 518, Arlington County, Virginia**" which plat was approved on July 24, 2009 by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being portions of the same property acquired by the Grantors as described above, and more particularly described in **Addendum 'A'** which is attached hereto (the "Property"), together with the right of Grantee to use the area to construct, maintain, repair, reconstruct and/or remove public streets, sidewalks, utilities and drainage facilities, including accessories and appurtenances thereto, adjacent to the Temporary Easements (the "Project"), as shown on the Plat, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, to the above-described Temporary Easements.

Grantors covenants that Grantors are seized of and have the right to convey the Temporary Easements, and that Grantors shall make no use of the Temporary Easements which is inconsistent with the rights hereby conveyed.

The TEMPORARY EASEMENT created by this document shall begin upon the date of acceptance of this Deed of Temporary Easement by the Grantee and shall expire on the first to occur of: December 31, 2012; the completion of the Project; or the date upon which the Grantors are notified in writing by Grantee that the Easement expires.

Grantee agrees that all work will be performed within the Temporary Easement area shall be performed in a good and workmanlike manner. Grantee shall use reasonable efforts to minimize disruption and disturbance (other than noise, dust and construction activities associated with the construction of the project, on and abutting the Property, which activities consist of, inter alia: installation of curb gutter and sidewalk, storm catchment basins, driveway aprons, street lights, street trees and a bus shelter within the Temporary Easement area) to tenants and their businesses located on the Property caused by Grantee's work within the Temporary Easement area. Grantee or Grantees contractors

shall not completely block access into or out of the Property during business hours for the term of this Temporary Easement. Rather, Grantee or Grantee's contractors will keep one lane open for vehicular access to the existing parking area on the Property adjacent to Wilson Boulevard ("Parking Area"), from at least one access point, during construction of the project.

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

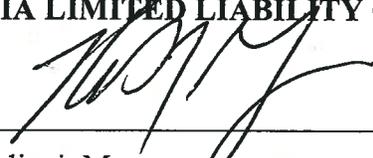
This Deed of Temporary Easements and Construction Agreement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Temporary Easements and Construction Agreement.

[Signatures and seals appear on the following pages]

WITNESS the following signature(s):

GRANTOR:

**HEALTH CLUB INVESTORS, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

By: 
Kirk Galiani, Manager

State: VIRGINIA
County: ARLINGTON

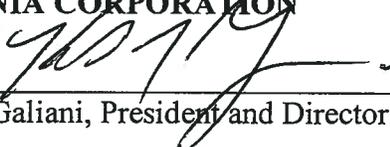
The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as Manager of **Health Club Investors, LLC**.

Notary Public: 
My Commission expires: 05.31.2014
Registration no. 180001



GRANTOR:

**HEALTH CLUB INVESTORS, INC.,
A VIRGINIA CORPORATION**

By: 
Kirk Galiani, President and Director

STATE: VIRGINIA,
COUNTY: ARLINGTON :

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as President and Director of **Health Club Investors, Inc.**, formerly known of record as Al's Motors, Incorporated.

Notary Public: 
My Commission Expires: 05.31.2014
Registration no. 180001



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Amended and Restated Deed of Trust, Security Agreement and Fixture Filing be, and the same is, subordinated to the Deed of Easement to the Grantee.

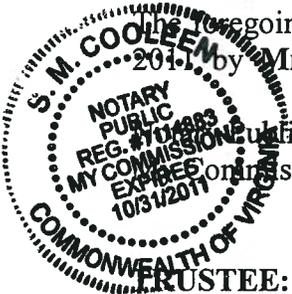
WITNESS the following signature(s):

TRUSTEE:

By: Michael R. McAdoo Trustee
MICHAEL R. MCADOO, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011 by Michael R. McAdoo, Trustee.



S. M. Cooleen 7114883
Notary Public
Commission Expires: 10-31-11

TRUSTEE:

By: John J. Cooleen
JOHN J. COOLEEN, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011 by John J. Cooleen, Trustee.



S. M. Cooleen 7114883
Notary Public
Commission Expires: 10-31-11

BENEFICIARY:

THRIVENT FINANCIAL FOR LUTHERANS,
a Wisconsin corporation

By: Paul D. Porisch

Name/Title: _____

Paul D. Porisch,

Ass't. Vice President

STATE: Minnesota

COUNTY: Hennepin:

The foregoing instrument was acknowledged before me on this 17th day of June,
2011, by Paul D. Porisch, Assistant V.P. of Thrivent Financial for
Lutherans, a Wisconsin corporation.

Notary Public: Cindy Lu Horgen

My Commission Expires: 01-31-2015



GRANTEE:

ACCEPTED this _____ day of _____, 2011, on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726B.

By: _____
COUNTY MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 2011.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Addendum A

All that certain lot or parcel of land situate, lying and being in Arlington County, Virginia, and being more a part of Lot One (1), of the MILLARD F. BIRCH ESTATE, more particularly described as follows:

BEGINNING at an original iron pipe in the south line of Wilson Boulevard (formerly known as the Georgetown Road) at the northwest corner of the property; thence along the south line of said Wilson Boulevard North 89 degrees 07 minutes East 132.0 feet to a pipe; thence through the property South 15 degrees 04 minutes West 318.0 feet to a pipe in the south line of said property; thence along the south line of said property North 74 degrees 46 minutes West 126.9 feet to the southwest corner of said property; thence along the west line North 15 degrees 04 minutes East 281.5 feet to the beginning, containing 38,044 square feet, more or less;

LESS AND EXCEPT A parcel of land containing 1,736.89 square feet conveyed unto the County Board of Arlington County, Virginia, by Deed recorded among said County land records in Deed Book 1180 at page 311, reference made thereto for a more particular description of the land excepted;

SUBJECT TO a certain easement containing 166.5 square feet conveyed to said County Board for Public Street and Utilities as recorded among said County land records in Deed Book 1869 at page 115, reference made thereto for a more particularly described description of the easement;

LESS AND EXCEPT that portion conveyed to The County Board of Arlington County, Virginia by deed recorded in Deed Book 4052, page 2488 among the aforesaid land records; and

SUBJECT TO the covenants, conditions, restrictions, easements, rights of way and other instruments of record, if any, affecting the property.



LINE MATCH

WILSON BOULEVARD
C/L CURVE DATA
P.I. = 28429.86
R = 572.96'
L = 350.00'
T = 180.65'
Δ = 35°00'00"

CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD BRNG. |
|-------|---------|---------|-----------|---------|-------------|
| C1 | 597.96' | 103.42' | 09°54'36" | 51.84' | N84°24'25"E |
| C2 | 599.50' | 106.79' | 10°12'21" | 53.54' | S84°15'32"W |
| C3 | 587.50' | 62.15' | 06°03'41" | 31.10' | S82°19'03"W |
| C4 | 583.00' | 104.94' | 10°18'48" | 52.61' | S84°16'40"W |
| C5 | 587.50' | 25.90' | 02°31'33" | 12.95' | S25°00'18"W |

LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 6.00' | S03°52'17"E |
| L2 | 16.00' | S86°07'43"W |
| L3 | 6.00' | N03°52'17"W |

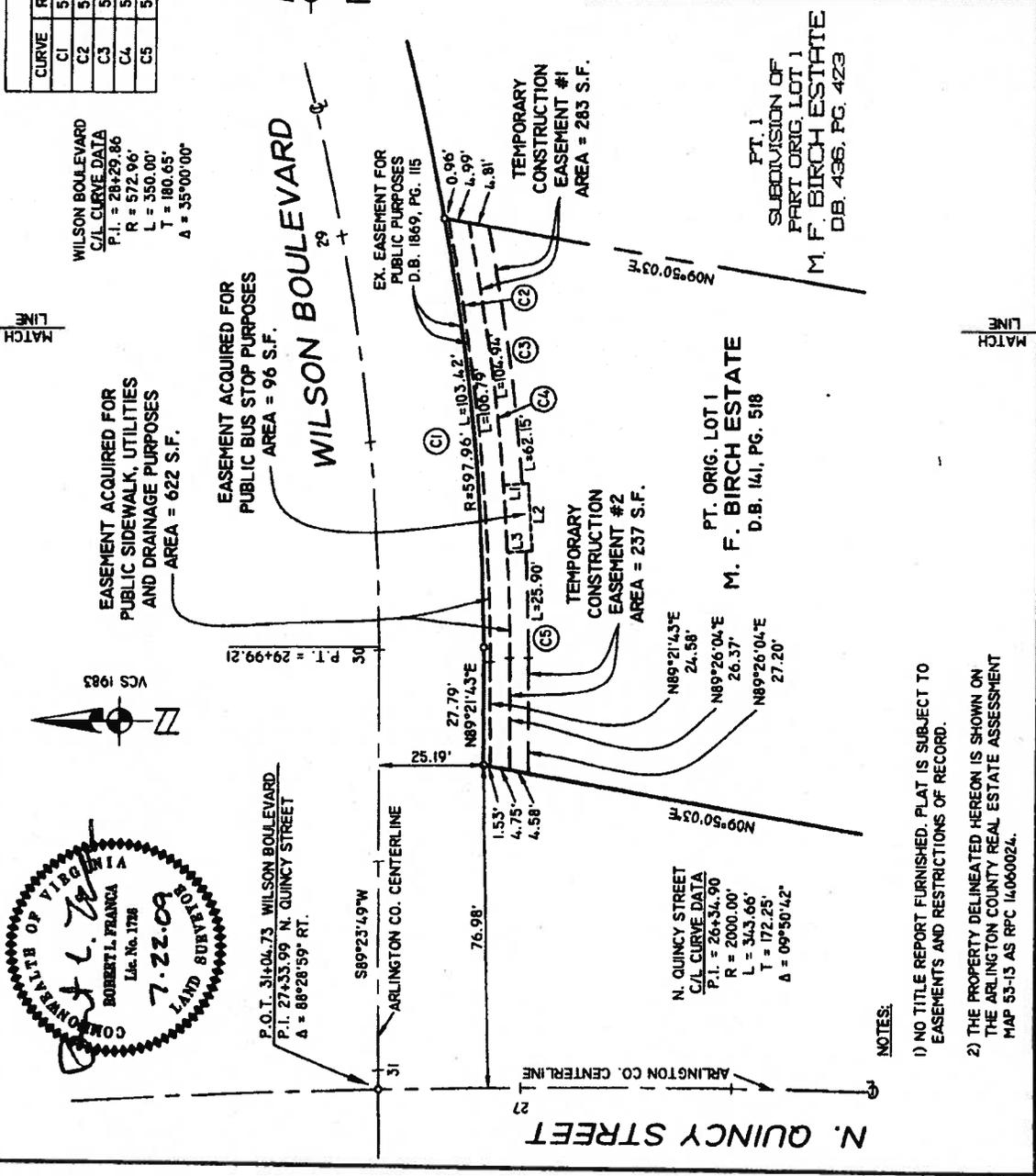


OWNER: HEALTH CLUB INVESTORS, LLC
AND HEALTH CLUB INVESTORS, LLC
(FORMERLY AL'S MOTORS)
D.B. 2324, PG. 1685
D.B. 3135, PG. 2196
D.B. 3135, PG. 2202
ADDRESS: 3924 WILSON BOULEVARD

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

FLAT SHOWING
EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES,
AND
TEMPORARY CONSTRUCTION EASEMENTS ON
PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
D.B. 141, PG. 518
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
DRAWN BY: RLF
CHECKED BY: [Signature]
CADD FILE: p:\pics\Map53\13\4060024.dwg
APPROVED: 7-22-09 [Signature]
SUBDIVISION & RECORDS ADMINISTRATOR
COUNTY SURVEYOR



NOTES:

- 1) NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- 2) THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-13 AS RPC 14060024.

EXHIBIT B

EXHIBIT G

Temporary Easement and Construction Agreement, RPC# 14060028

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

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

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

**DEED OF TEMPORARY EASEMENT
AND CONSTRUCTION AGREEMENT**

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT (“Deed”) is made this ____ day of _____, 2011, by **HEALTH CLUB INVESTORS, LLC** a Virginia limited liability company, and **HEALTH CLUB INVESTORS, INC.**, a Virginia corporation, formerly known as Al’s Motors, Incorporated, (collectively referred to as “Grantors”); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, GRANTEE (the “County”) and **MICHAEL R. MCADOO, Substitute Trustee** and **JOHN J. COOLEEN, Substitute Trustee**, either of whom may act (collectively referred to as the “Trustee”); and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation (the “Beneficiary”).

RECITALS:

WHEREAS, Health Club Investors, LLC, is the fee simple owner and tenant in common of an undivided 15.1 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deeds, dated **April 17, 2001**, and recorded in Deed Book 3135 at Page 2202, and Deed Book 3135 at Page 2196, respectively among the land records of Arlington County, Virginia;

WHEREAS, Health Club Investors, Inc., a Virginia corporation, formerly known as Al’s Motor’s, Incorporated, is the fee simple owner and tenant in common of an undivided 84.9 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deed, dated **April 11, 1988**, and recorded in Deed Book 2324 at Page 1685, among the land records of Arlington County, Virginia; and

WHEREAS, Thrivent Financial for Lutherans is the Beneficiary of that certain Amended Deed of Trust, Security Agreement and Fixture Filing from Health Club Investors, LLC, and Health Club Investors, Incorporated, as Grantor, dated **August 29, 2002**, and recorded in Deed Book 3351 at Page 764, among the land records of Arlington County, Virginia. Pursuant to that certain Deed of Removal and Appointment of Substitute Trustees, dated May 1, 2011, and recorded in Deed Book 4458 at Page 351 among the land records of Arlington County, Virginia, Michael R. Macadoo and John J. Cooleen were appointed Trustees of the Amended Deed of Trust in the place and stead of Edmund D. Harllee and Mary C. Zinsner. The Amended Deed of Trust, Security

Agreement and Fixture Filing is a modification of the Deed of Trust Modification Agreement and the Deed of Trust and Assignment of Leases and Rents recorded in Deed Book 3201 at Page 1010 and Deed Book 3135 at Page 2207, respectively, among the land records of Arlington County, Virginia.

WITNESSETH:

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a temporary easement for the use, as described herein, of a portion of Grantors property (the "Temporary Easement"), more specifically described as an area of real estate containing approximately **Five Hundred Thirty-three (533) square feet** of land situated in Arlington County, Virginia, shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired For Public Sidewalk, Utilities and Drainage Purposes and Temporary Construction Easements on Part Lots 2, 3 and 4, Subdivision of Part Original Lot 1, M. F. Birch Estate, D.B. 436, PG. 423, Arlington County, Virginia**" which plat was approved on July 24, 2009 by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being a portion of the same property acquired by the Grantors as described above, and more particularly described in **Addendum 'A'** which is attached hereto (the "Property"), together with the right of Grantee to use the area to construct, maintain, repair, reconstruct and/or remove public streets, sidewalks, utilities and drainage facilities, including accessories and appurtenances thereto, adjacent to the Temporary Easement area, (the "Project") as shown on the Plat, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, to the above-described Temporary Easement area.

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

The TEMPORARY EASEMENT created by this document shall begin upon the date of acceptance of this Deed of Temporary Easement by the Grantee and shall expire on the first to occur of: December 31, 2012; the completion of the Project; or the date upon which the Grantors are notified in writing by Grantee that the Easement expires.

Grantee agrees that all work will be performed within the Temporary Easement area shall be performed in a good and workmanlike manner. Grantee shall use reasonable efforts to minimize disruption and disturbance (other than noise, dust and construction activities associated with the construction of the project, on and abutting the Property, which activities consist of, inter alia: installation of curb gutter and sidewalk, storm catchment basins, driveway aprons, street lights, street trees and a bus shelter within the Temporary Easement area) to tenants and their businesses located on the Property caused by Grantee's work within the Temporary Easement area. Grantee or Grantees contractors shall not completely block access into or out of the Property during business hours for the term of this Temporary Easement. Rather, Grantee or Grantee's contractors will keep one

lane open for vehicular access to the existing parking area on the Property adjacent to Wilson Boulevard ("Parking Area"), from at least one access point, during construction of the project.

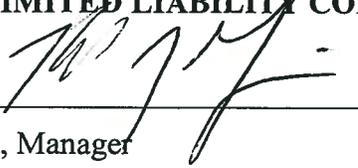
Grantee further agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Temporary Easement, the Grantee will, at no cost to the Grantors: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

This Deed of Temporary Easement and Construction Agreement 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 Temporary Easement and Construction Agreement.

WITNESS the following signature(s):

GRANTOR:

**HEALTH CLUB INVESTORS, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

By: 
Kirk Galiani, Manager

State: VIRGINIA
County: ARLINGTON

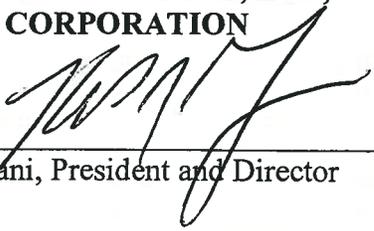
The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as Manager of **Health Club Investors, LLC**.

Notary Public: 
My Commission expires: 05.31.2014
Registration no. 180001



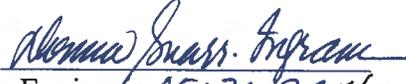
GRANTOR:

**HEALTH CLUB INVESTORS, INC.,
A VIRGINIA CORPORATION**

By: 
Kirk Galiani, President and Director

STATE: VIRGINIA,
COUNTY: ARLINGTON :

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as President and Director of **Health Club Investors, Inc.**, formerly known of record as **AI's Motors, Incorporated**.

Notary Public: 
My Commission Expires: 05.31.2014
Registration no. 180001



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Amended and Restated Deed of Trust, Security Agreement and Fixture Filing be, and the same is, subordinated to the Deed of Easement to the Grantee.

TRUSTEE:

By: Michael R. McAdoo, Trustee
MICHAEL R. MCADOO, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011 by Michael R. McAdoo, Trustee.



By: JM Cooleen 7114883
Notary Public
My Commission Expires: 10-31-11

TRUSTEE:
By: John J. Cooleen
JOHN J. COOLEEN, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011 by John J. Cooleen, Trustee.



By: JM Cooleen 7114883
Notary Public
My Commission Expires: 10-31-11

BENEFICIARY:

THRIVENT FINANCIAL FOR LUTHERANS,
a Wisconsin corporation

By: Paul D. Porisch
Name/Title: _____

Paul D. Porisch, Ass't. Vice President

STATE: Minnesota

COUNTY: Hennepin:

The foregoing instrument was acknowledged before me on this 17th day of June, 2011, by Paul D. Porisch, Assistant V.P. of Thrivent Financial for Lutherans, a Wisconsin corporation.

Notary Public: Cindy Lu Horgen
My Commission Expires: 01-31-2015



GRANTEE:

ACCEPTED this _____ day of _____, 2011, on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726B.

By: _____
COUNTY MANAGER

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic, this ____ day of _____, 2011.

Notary Public _____
My Commission expires: _____

APPROVED as to form: _____
COUNTY ATTORNEY

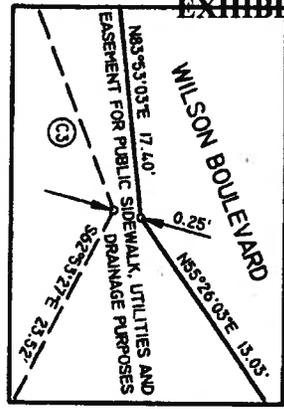
Addendum A

Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), of the Subdivision of the eastwardly portion of the original Lot One (1), of the MILLARD F. BIRCH ESTATE, as the same appears upon a plat attached to and made a part of a Deed recorded among the land records of Arlington County, Virginia, in Deed Book 436 at page 423;

SUBJECT TO a perpetual right of way Seven (7) feet wide, on, over and across the west seven (7) feet of Lot Two (2) for the purpose of ingress and egress to and from the rear of Lot Number One (1);

LESS AND EXCEPT that portion of the said property conveyed to the County Board of Arlington County, Virginia, as recorded among the land records of Arlington County, Virginia, in Deed Book 904 at page 15, reference thereto being made for a more particular description of said land excepted; and

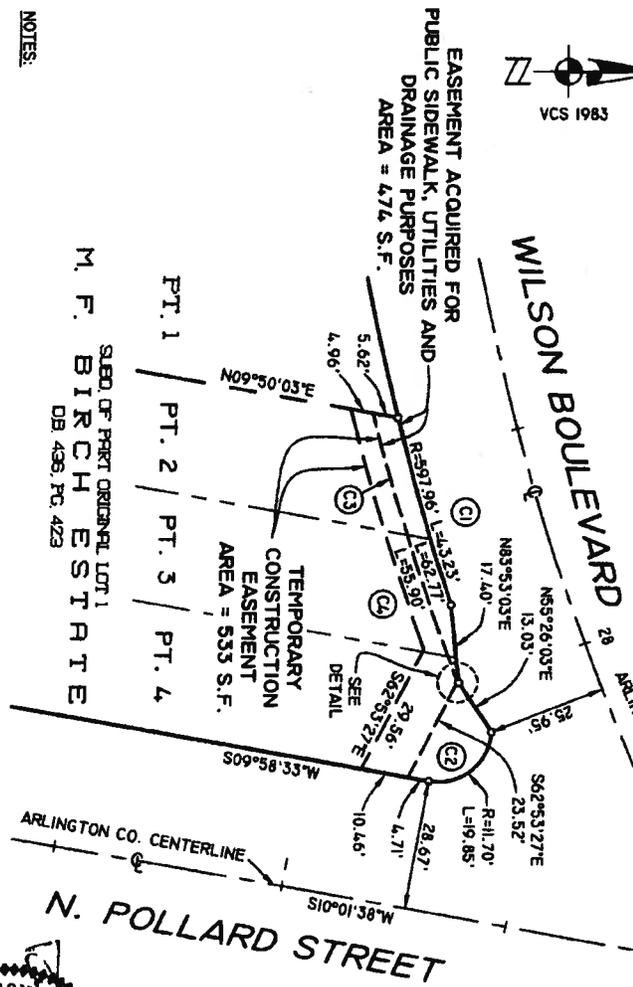
SUBJECT TO the covenants, conditions, restrictions, easements, rights of way and other instruments of record, if any, affecting the property.



DETAIL
NO SCALE

WILSON BOULEVARD
C/L CURVE DATA
P.I. = 28+29.86
R = 572.96'
L = 350.00'
T = 180.65'
Δ = 35°00'00"

P.O.C. 27+21.45 WILSON BOULEVARD
P.I. 0+00.00 N. POLLARD STREET
Δ = 51°36'00" LT.

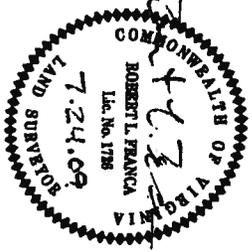


SUBD. OF PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
DB. 498, PG. 423

- NOTES:
- 1) NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 - 2) THE PROPERTY DELINEATED HEREON IS SHOWN ON MAP 53-15 AS RPC 14060028.

CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHORD BRNG. |
|-------|---------|--------|-----------|---------|--------|-------------|
| C1 | 597.96' | 43.23' | 04°08'33" | 21.63' | 43.22' | N73°13'57"E |
| C2 | 11.70' | 19.85' | 97°12'38" | 13.27' | 17.55' | S38°37'46"E |
| C3 | 583.00' | 62.77' | 06°10'06" | 31.41' | 62.74' | N71°46'13"E |
| C4 | 587.50' | 55.90' | 05°27'06" | 27.97' | 55.98' | N72°19'58"E |



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

PLAT SHOWING
EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENT ON
PART LOTS 2, 3 AND 4,
SUBDIVISION OF PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
D.B. 436, PG. 423
ARLINGTON COUNTY, VIRGINIA

OWNER: HEALTH CLUB INVESTORS, LLC
AND HEALTH CLUB INVESTORS, INC.
(FORMERLY A.L.S. MOTORS)
D.B. 2324, PG. 1665
D.B. 3135, PG. 2196
D.B. 3135, PG. 2202
ADDRESS: 3910 WILSON BOULEVARD

RPC 14060028

SCALE: 1" = 25'
DRAWN BY: RLF
CHECKED BY: AMB
CAAD FILE: pldts\Map53\13\14060028-R4.dwg
APPROVED: 7-24-09
APPROVED: 7-27-09

COUNTY SURVEYOR
SUBDIVISION & BONDS ADMINISTRATOR

EXHIBIT B

EXHIBIT H

Temporary Easement and Construction Agreement, Outlot A

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

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

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

**DEED OF TEMPORARY EASEMENT
AND CONSTRUCTION AGREEMENT**

This DEED OF EASEMENT is made this ____ day of _____, 2011, by **HEALTH CLUB INVESTORS, LLC**, a Virginia limited liability company and **HEALTH CLUB INVESTORS, INC.**, a Virginia corporation, formerly known as Al's Motor's, Incorporated, (collectively referred to as "Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); and **MICHAEL R. MCADOO, Substitute Trustee** and **JOHN J. COOLEEN, Substitute Trustee** either of whom may act (collectively referred to as the "Trustee"); and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation (the "Beneficiary").

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, Grantors do hereby grant and convey unto the Grantee a temporary easement for the use, as described herein, of Grantors' property (the "Temporary Easement"), more specifically described as an area of real estate, containing approximately Six Hundred Fifty (650) square feet of land situated in Arlington County, Virginia, shown as Outlot A on the plat attached hereto and made a part hereof, entitled "**Plat Showing the Subdivision of Part Parcel D and Part Parcel E, of the Original Property of John L. Rees, D. B. 694, Pg. 105, Arlington County, Virginia**" which plat was approved on _____ by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being the same property acquired by the Grantors by virtue of the Deed recorded among the Land Records of Arlington County in Deed Book _____, at Page _____, and more particularly described as: All of Outlot A of the Subdivision of Part Parcel D and Part Parcel E of the original Property of John L. Rees, as per plat attached to and recorded with a Deed of Subdivision recorded among the Land Records of Arlington County, Virginia, in Deed Book _____ at Page _____; SUBJECT TO the covenants, conditions, restrictions, easements, rights of way and other instruments of record, if any, affecting the property (the "Property"), together with the right of Grantee to use the area to construct, maintain, repair, reconstruct and/or remove public streets, sidewalks, utilities and drainage facilities, including accessories and appurtenances thereto, adjacent to the Temporary Easement (the "Project"), and for such other purposes as are incidental and related thereto, and

together with the right of ingress and egress over the Property, to the above-described Temporary Easement.

Grantors covenants that Grantors are seized of and have the right to convey the Temporary Easement, and that Grantors shall make no use of the Temporary Easement which is inconsistent with the rights hereby conveyed.

The TEMPORARY EASEMENT created by this document shall begin upon the date of acceptance of this Deed of Temporary Easement by the Grantee and shall expire on the first to occur of: December 31, 2012; the completion of the Project; or the date upon which the Grantors are notified in writing by Grantee that the Easement expires.

Grantee agrees that all work will be performed within the Temporary Easement area shall be performed in a good and workmanlike manner. Grantee shall use reasonable efforts to minimize disruption and disturbance (other than noise, dust and construction activities associated with the construction of the project, on and abutting the Property, which activities consist of, inter alia: installation of curb gutter and sidewalk, storm catchment basins, driveway aprons, street lights, street trees and a bus shelter within the Temporary Easement area) to tenants and their businesses located on the Property caused by Grantee's work within the Temporary Easement area. Grantee or Grantees contractors shall not completely block access into or out of the Property during business hours for the term of this Temporary Easement. Rather, Grantee or Grantee's contractors will keep one lane open for vehicular access to the existing parking area on the Property adjacent to Wilson Boulevard ("Parking Area"), from at least one access point, during construction of the project.

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

This Deed of Temporary Easement and Construction Agreement 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 Temporary Easement and Construction Agreement.

WITNESS the following signature(s):

[Signatures and seals appear on the following pages]

GRANTOR:

**HEALTH CLUB INVESTORS, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

By: 
Kirk Galiani, Manager

State: VIRGINIA
County: ARLINGTON

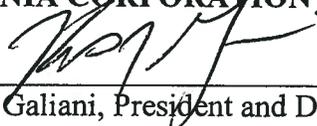
The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as Manager of **Health Club Investors, LLC**.

Notary Public: Donna Snarr-Ingram
My Commission expires: 05.31.2014
Registration no. 180001



GRANTOR:

**HEALTH CLUB INVESTORS, INC.,
A VIRGINIA CORPORATION**

By: 
Kirk Galiani, President and Director

STATE: VIRGINIA,
COUNTY: ARLINGTON :

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as President and Director of **Health Club Investors, Inc.**, formerly known of record as **Al's Motors, Incorporated**.

Notary Public: Donna Snarr-Ingram
My Commission Expires: 05.31.2014
Registration no. 180001



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Amended and Restated Deed of Trust, Security Agreement and Fixture Filing be, and the same is, subordinated to the Deed of Easement to the Grantee.

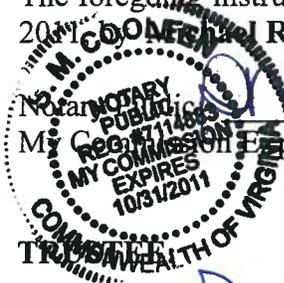
WITNESS the following signature(s):

TRUSTEE:

By: Michael R. McAdoo, Trustee
MICHAEL R. MCADOO, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011, by Michael R. McAdoo, Trustee.

 Notary Public
REG. # 7114883
MY COMMISSION EXPIRES 10/31/2011
John J. Cooleen 7114883
Expires: 10-31-11

By: John J. Cooleen
JOHN J. COOLEEN, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011, by John J. Cooleen, Trustee.

 Notary Public
REG. # 7114883
MY COMMISSION EXPIRES 10/31/2011
John J. Cooleen 7114883
Expires: 10-31-11

BENEFICIARY:

THRIVENT FINANCIAL FOR LUTHERANS,
a Wisconsin corporation

By: Paul D. Porisch
Name/Title: _____

Paul D. Porisch, Ass't. Vice President

STATE: Minnesota,

COUNTY: Hennepin :

The foregoing instrument was acknowledged before me on this 17th day of June,
2011, by Paul D. Porisch, Assistant V.P. of Thrivent Financial for
Lutherans, a Wisconsin corporation.

Notary Public: Cindy Lu Horgen
My Commission Expires 01-31-2015



GRANTEE:

ACCEPTED this _____ day of _____, 2011, on behalf of The County Board of Arlington County, Virginia, as authorized by Virginia Code Section 15.2-726B.

By: _____
COUNTY MANAGER

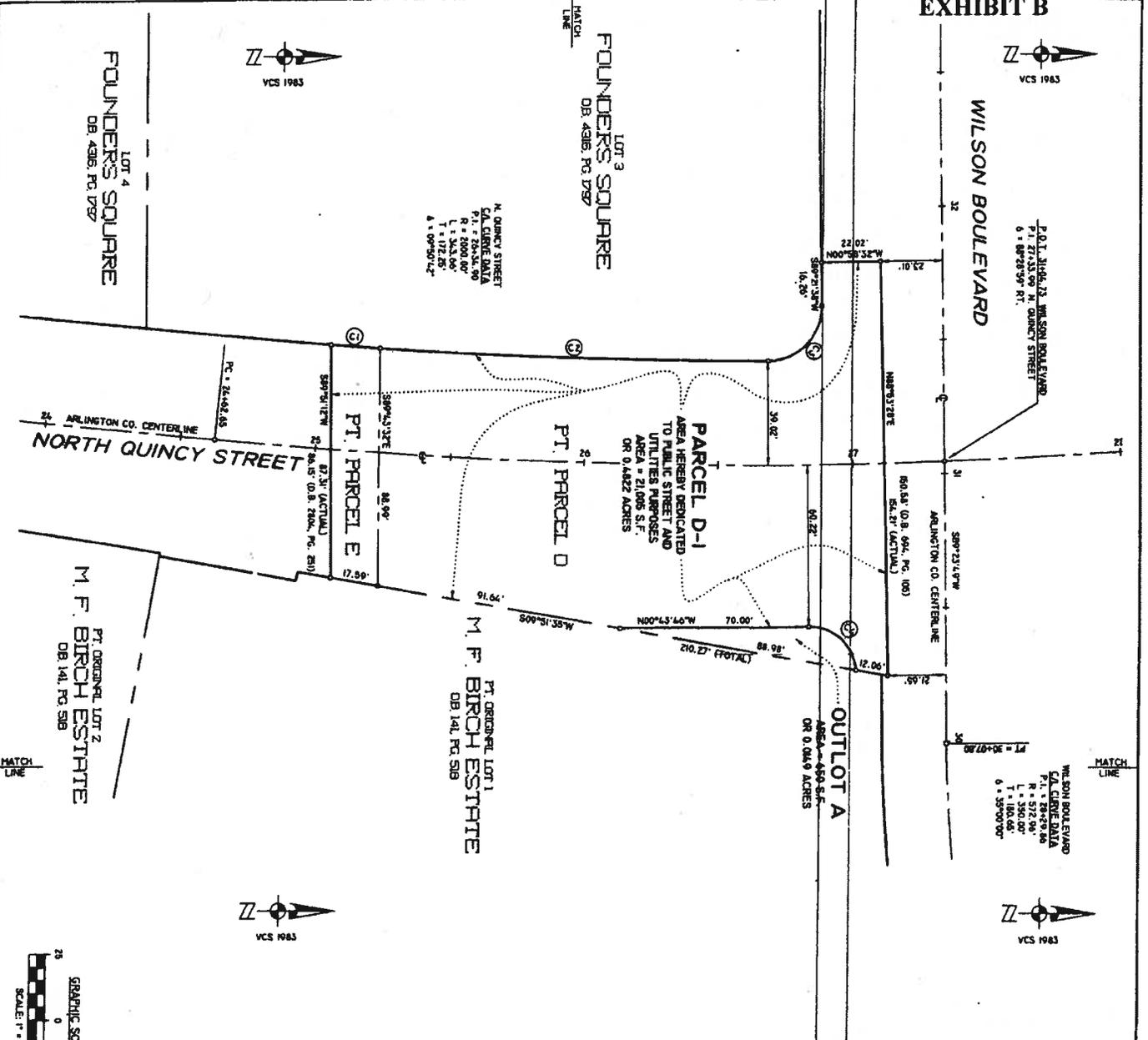
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this _____ day of _____, 2011.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

EXHIBIT B



NOTES:

- NO TITLE REPORT FURNISHED PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD
- THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 5310.

AREA TABULATION

Parcel D-1 21,006 SQ. FT. OR 0.4822 ACRES
Parcel D 18,000 SQ. FT. OR 0.4103 ACRES
Parcel E 17,500 SQ. FT. OR 0.4000 ACRES
Outlot A 489 SQ. FT. OR 0.0113 ACRES
TOTAL SITE AREA 57,000 SQ. FT. OR 1.2938 ACRES

SURVEYOR'S CERTIFICATE

I, ROBERT L. FRANKA, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE FOREGOING SURVEY WAS MADE AND CALCULATED ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE SAME IS CORRECT AND ACCURATE. I HAVE BEEN DULY SWORN AND RECORDED IN DEED BOOK 2904 AT PAGE 251, ALL OF WHICH ARE RECORDED AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE LAND SHOWN HEREON LIES WITHIN THE BOUNDS OF THE ORIGINAL TRACT AND THAT THE BEARINGS ARE CALCULATED FROM THE VIRGAL COORDINATE SYSTEM OF 1983 (VCS 1983).

Robert L. Franka
 ROBERT L. FRANKA
 LICENSED LAND SURVEYOR
 6-28-10

OWNER'S STATEMENT

THE PLATTING OR DEDICATION OF THE PROPERTY SHOWN HEREON, NOW IN THE NAME OF THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S), PROPRIETOR(S) AND TRUSTEE(S) IF ANY.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

CURVE TABLE

| CURVE | RADIUS | ARC | DELTA | TANGENT | CHORD | CHORD BEARING |
|-------|----------|--------|-----------|---------|---------|---------------|
| C1 | 1960.50' | 18.03' | 0°31'32" | 9.01' | 18.03' | N01°03'30"E |
| C2 | 1960.50' | 16.71' | 4°13'53" | 72.63' | 161.50' | S10°50'31"W |
| C3 | 20.00' | 31.35' | 92°22'17" | 20.00' | 28.38' | N45°27'14"W |
| C4 | 17.50' | 26.33' | 88°14'09" | 18.39' | 23.92' | N47°23'18"E |



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

PLAT SHOWING
 PART PARCEL D AND PART PARCEL E
 OF THE ORIGINAL PROPERTY OF
JOHN L. REES
 O.B. 094, PG. 105
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
 DRAWN BY: R.P.
 CHECKED BY: JHB
 CAD FILE: PLAT514853\ARLINGTON\DEDICATION 2010.DWG
 APPROVED: 6-28-10
 APPROVED: *John L. Rees*
 COUNTY SURVEYOR

SUBDIVISION & BONDING ADMINISTRATOR

EXHIBIT B

EXHIBIT I

Deed of Easement, RPC# 14060023

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

Real Estate Bureau Chief
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 _____, 2011, by **HEALTH CLUB INVESTORS, LLC**, a Virginia limited liability company and **HEALTH CLUB INVESTORS, INC.**, a Virginia corporation, formerly known as Al's Motor's, Incorporated, (Collectively referred to as "Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); and **MICHAEL R. MCADOO, Substitute Trustee** and **JOHN J. COOLEEN, Substitute Trustee** either of whom may act (collectively referred to as the "Trustee"); and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation (the "Beneficiary").

RECITALS:

WHEREAS, Health Club Investors, LLC, is the fee simple owner and tenant in common of an undivided 15.1 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deeds, dated **April 17, 2001**, and recorded in Deed Book **3135** at Page **2202**, and Deed Book **3135** at Page **2196**, respectively among the land records of Arlington County, Virginia;

WHEREAS, Health Club Investors, Inc., a Virginia corporation, formerly known as Al's Motor's, Incorporated, is the fee simple owner and tenant in common of an undivided 84.9 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deed, dated **April 11, 1988**, and recorded in Deed Book **2324** at Page **1685**, among the land records of Arlington County, Virginia; and

WHEREAS, Thrivent Financial for Lutherans is the Beneficiary of that certain Amended Deed of Trust, Security Agreement and Fixture Filing from Health Club Investors, LLC, and Health Club Investors, Incorporated, as Grantor, dated **August 29, 2002**, and recorded in Deed Book **3351** at Page **764**, among the land records of Arlington County, Virginia. Pursuant to that certain Deed of Removal and Appointment of Substitute Trustees, dated May 1, 2011, and recorded in Deed Book 4458 at Page 351 among the land records of Arlington County, Virginia, Michael R. Macadoo and John J. Cooleen were appointed Trustees of the Amended Deed of Trust in the place and stead of Edmund D. Harllee and Mary C. Zinsner. The Amended Deed of Trust, Security Agreement and Fixture Filing is a modification of the Deed of Trust Modification

Agreement and the Deed of Trust and Assignment of Leases and Rents recorded in Deed Book 3201 at Page 1010 and Deed Book 3135 at Page 2207, respectively, among the land records of Arlington County, Virginia.

WITNESSETH:

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Two Hundred Thirty-two (232)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired For Public Sidewalk, Utilities and Drainage Purposes and Temporary Construction Easements on Part Lot 1, Subdivision of Part Original Lot 1, M. F. Birch Estate, D.B. 436, PG. 423, Arlington County, Virginia**" which plat was approved on July 24, 2009 by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being a portion of the same property acquired by the Owners as described above, and more particularly described in **Addendum 'A'** which is attached hereto (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities and storm drainage facilities including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

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

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

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

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

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

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

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

WITNESS the following signature(s):

GRANTOR:

**HEALTH CLUB INVESTORS, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

By: [Signature]
Kirk Galiani, Manager

State: VIRGINIA
County: ARLINGTON

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as Manager of **Health Club Investors, LLC**.

Notary Public: Donna Snarr Ingram
My Commission expires: 05.31.2014
Registration no. 180001



GRANTOR:

**HEALTH CLUB INVESTORS, INC.,
A VIRGINIA CORPORATION**

By: [Signature]
Kirk Galiani, President and Director

STATE: VIRGINIA,
COUNTY: ARLINGTON :

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as President and Director of **Health Club Investors, Inc.**, formerly known of record as Al's Motors, Incorporated.

Notary Public: Donna Snarr Ingram
My Commission Expires: 05.31.2014
Registration no. 180001



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Amended and Restated Deed of Trust, Security Agreement and Fixture Filing be, and the same is, subordinated to the Deed of Easement to the Grantee.

WITNESS the following signature(s):

TRUSTEE:

By: *Michael R. McAdoo, Trustee*
MICHAEL R. MCADOO, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011, by MICHAEL R. MCADOO, Trustee.



M. Cooleen 7114883
My Commission Expires: 10.31.11

TRUSTEE:

By: *John J. Cooleen*
JOHN J. COOLEEN, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011, by JOHN J. COOLEEN, Trustee.



Notary Public *M. Cooleen 7114883*
My Commission Expires: 10.31.11

BENEFICIARY:

THRIVENT FINANCIAL FOR LUTHERANS,
a Wisconsin corporation

By: Paul D. Porisch

Name/Title: Paul D. Porisch, **Ass't. Vice President**

STATE: Minnesota

COUNTY: Hennepin:

The foregoing instrument was acknowledged before me on this 17th day of June, 2011, by Paul D. Porisch, Assistant V.P. of Thrivent Financial for Lutherans, a Wisconsin corporation.

Notary Public: Cindy Lu Horgen
My Commission Expires: 01-31-2015



GRANTEE:

Accepted this _____ day of _____, 2011, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 2011.

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 _____, 2011.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Addendum A

Lot One (1), of the Subdivision of the easterly part of Lot One (1), of the M. F. BIRCH ESTATE, as per plat attached to and recorded with a Deed recorded among the land records of Arlington County, Virginia, in Deed Book 436 at page 423;

TOGETHER WITH a perpetual right of way for the benefit of said Lot One (1), seven (7) feet wide, on, over and across the west seven (7) feet of Lot Two (2) for the purpose of ingress and egress to and from the rear of Lot One (1);

LESS AND EXCEPT a portion thereof conveyed to the County Board of Arlington County, Virginia, for the widening of Wilson Boulevard and North Pollard Street, by Deed recorded among the land records of said County in Deed Book 1070 at page 201, reference thereto being made for a more particular description of said land excepted.

SUBJECT TO the covenants, conditions, restrictions, easements, rights of way and other instruments of record, if any, affecting the property.

NOTES:

- 1) NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- 2) THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-13 AS RPC 14060023.



RPC 14060023
 OWNER: HEALTH CLUB INVESTORS, LLC
 AND HEALTH CLUB INVESTORS, INC.
 (FORMERLY AL'S MOTORS)
 D.B. 2324, PG. 1685
 D.B. 3135, PG. 2196
 D.B. 3135, PG. 2202
 ADDRESS: NO STREET ADDRESS

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

FLAT SHOWING
 EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
 UTILITIES AND DRAINAGE PURPOSES,
 AND
 TEMPORARY CONSTRUCTION EASEMENT ON
 PART LOT 1

**SUBDIVISION OF PART ORIGINAL LOT 1
 M. F. BIRCH ESTATE**

D.B. 436, PG. 423
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25' DRAWN BY: RLF CHECKED BY: JMB
 CADD FILE: photo\maps\313\14060023.dwg
 APPROVED: 7.22.09 7-24-09
 COUNTY SURVEYOR SUBDIVISION & BONDS ADMINISTRATOR

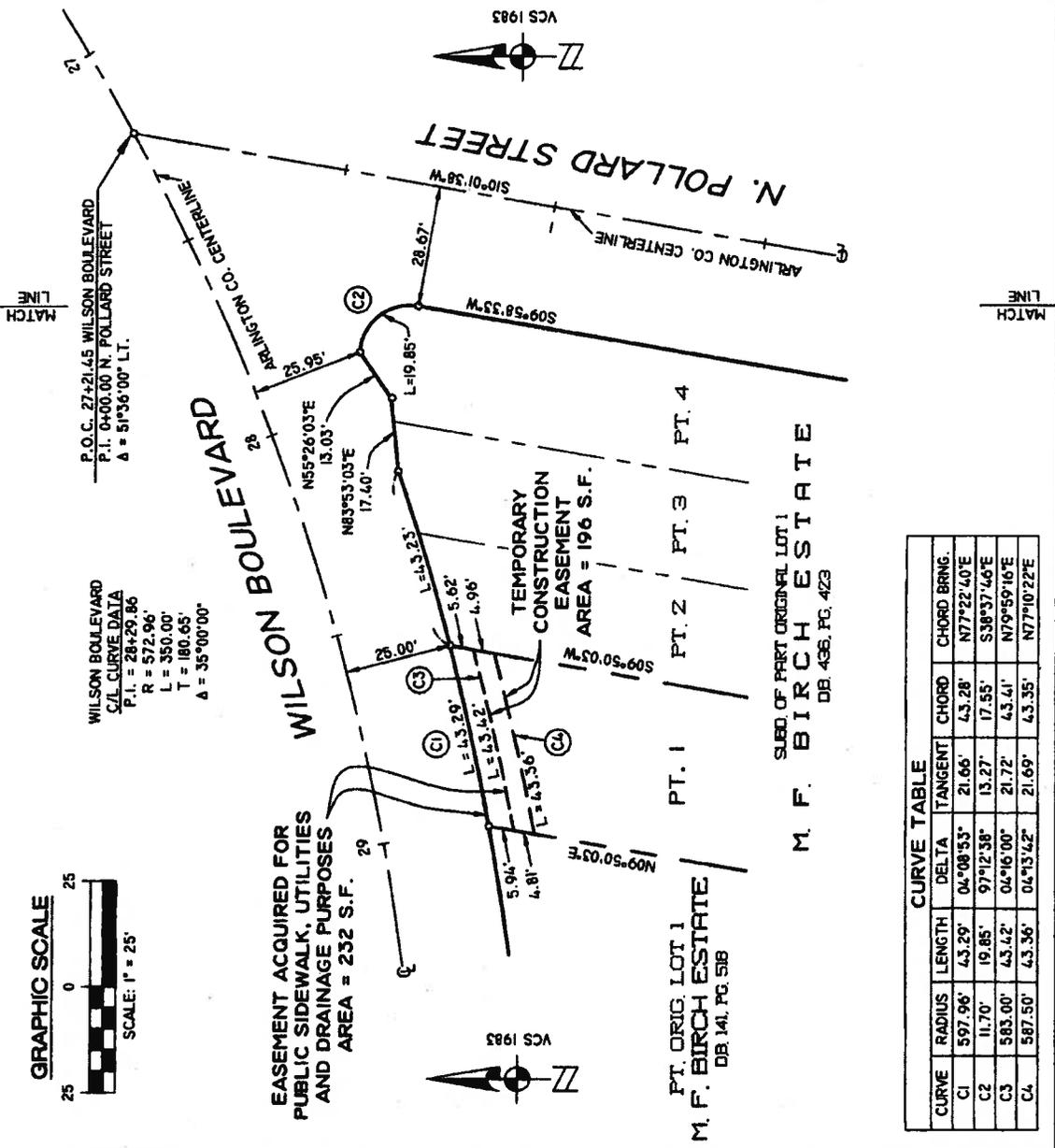


EXHIBIT B

EXHIBIT J

Deed of Easement, RPC# 14060024 (Sidewalk Utility & Drainage)

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

Real Estate Bureau Chief
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 _____, 2011, by **HEALTH CLUB INVESTORS, LLC**, a Virginia limited liability company and **HEALTH CLUB INVESTORS, INC.**, a Virginia corporation, formerly known as Al's Motor's, Incorporated, a Virginia corporation (collectively referred to as "Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); and **MICHAEL R. MCADOO, Substitute Trustee** and **JOHN J. COOLEEN, Substitute Trustee** either of whom may act (collectively referred to as the "Trustee"); and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation (the "Beneficiary").

RECITALS:

WHEREAS, Health Club Investors, LLC, is the fee simple owner and tenant in common of an undivided 15.1 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deeds, dated **April 17, 2001**, and recorded in Deed Book **3135** at Page **2202**, and Deed Book **3135** at Page **2196**, respectively among the land records of Arlington County, Virginia;

WHEREAS, Health Club Investors, Inc., a Virginia corporation, formerly known as Al's Motor's, Incorporated, is the fee simple owner and tenant in common of an undivided 84.9 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deed, dated **April 11, 1988**, and recorded in Deed Book **2324** at Page **1685**, among the land records of Arlington County, Virginia; and

WHEREAS, Thrivent Financial for Lutherans is the Beneficiary of that certain Amended Deed of Trust, Security Agreement and Fixture Filing from Health Club Investors, LLC, and Health Club Investors, Incorporated, as Grantor, dated **August 29, 2002**, and recorded in Deed Book **3351** at Page **764**, among the land records of Arlington County, Virginia. Pursuant to that certain Deed of Removal and Appointment of Substitute Trustees, dated May 1, 2011, and recorded in Deed Book 4458 at Page 351 among the land records of Arlington County, Virginia, Michael R. Macadoo and John J. Cooleen were appointed Trustees of the Amended Deed of Trust in the place and stead of Edmund D. Harllee and Mary C. Zinsner. The Amended Deed of Trust, Security Agreement and Fixture Filing is a modification of the Deed of Trust Modification Agreement and the Deed of Trust and Assignment of Leases and Rents recorded in Deed

Book 3201 at Page 1010 and Deed Book 3135 at Page 2207, respectively, among the land records of Arlington County, Virginia.

WITNESSETH:

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Six Hundred Twenty-two (622)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired For Public Sidewalk, Utilities and Drainage Purposes, Easement Acquired for Public Bus Stop Purposes and Temporary Construction Easements on Part Original Lot 1, M. F. Birch Estate, D.B. 141, PG. 518, Arlington County, Virginia**" which plat was approved on July 24, 2009 by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being a portion of the same property acquired by the Grantors as described above, and more particularly described in **Addendum 'A'** which is attached hereto (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities and drainage facilities including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

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

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

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

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property

used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

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

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

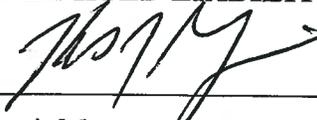
This Deed of Easement shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[Signatures and seals appear on the following pages]

GRANTOR:

**HEALTH CLUB INVESTORS, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

By: 
Kirk Galiani, Manager

State: VIRGINIA
County: ARLINGTON

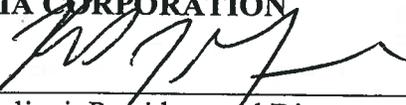
The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as Manager of **Health Club Investors, LLC**.

Notary Public: 
My Commission expires: 05.31.2014
Registration no. 180001



GRANTOR:

**HEALTH CLUB INVESTORS, INC.,
A VIRGINIA CORPORATION**

By: 
Kirk Galiani, President and Director

STATE: VIRGINIA
COUNTY: ARLINGTON :

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as President and Director of **Health Club Investors, Inc.**, formerly known of record as **Al's Motors, Incorporated**.

Notary Public: 
My Commission Expires: 05.31.2014
Registration no. 180001



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Amended and Restated Deed of Trust, Security Agreement and Fixture Filing be, and the same is, subordinated to the Deed of Easement to the Grantee.

TRUSTEE:

By: Michael R. McAdoo, Trustee
MICHAEL R. MCADOO, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011, by Michael R. McAdoo, Trustee.

Notary Public
REG. # 7114883
MY COMMISSION EXPIRES: 10-31-11
John J. Cooleen 7114883

By: John J. Cooleen
JOHN J. COOLEEN, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011, by John J. Cooleen, Trustee.

Notary Public
REG. # 7114883
MY COMMISSION EXPIRES: 10-31-11
John J. Cooleen 7114883

BENEFICIARY:

THRIVENT FINANCIAL FOR LUTHERANS,
a Wisconsin Corporation

By: Paul D. Porisch

Name/Title: Paul D. Porisch, **Ass't. Vice President**

STATE: Minnesota

COUNTY: Hennepin :

The foregoing instrument was acknowledged before me on this 17th day of June, 2011, by Paul D. Porisch, Assistant V.P. of Thrivent Financial for Lutherans, a Wisconsin corporation.

Notary Public: Cindy Lu Horgen

My Commission Expires: 01-31-2015



GRANTEE:

Accepted this _____ day of _____, 2011, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 2011.

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 _____, 2011.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Addendum A

All that certain lot or parcel of land situate, lying and being in Arlington County, Virginia, and being more a part of Lot One (1), of the MILLARD F. BIRCH ESTATE, more particularly described as follows:

BEGINNING at an original iron pipe in the south line of Wilson Boulevard (formerly known as the Georgetown Road) at the northwest corner of the property; thence along the south line of said Wilson Boulevard North 89 degrees 07 minutes East 132.0 feet to a pipe; thence through the property South 15 degrees 04 minutes West 318.0 feet to a pipe in the south line of said property; thence along the south line of said property North 74 degrees 46 minutes West 126.9 feet to the southwest corner of said property; thence along the west line North 15 degrees 04 minutes East 281.5 feet to the beginning, containing 38,044 square feet, more or less;

LESS AND EXCEPT A parcel of land containing 1,736.89 square feet conveyed unto the County Board of Arlington County, Virginia, by Deed recorded among said County land records in Deed Book 1180 at page 311, reference made thereto for a more particular description of the land excepted;

SUBJECT TO a certain easement containing 166.5 square feet conveyed to said County Board for Public Street and Utilities as recorded among said County land records in Deed Book 1869 at page 115, reference made thereto for a more particularly described description of the easement;

LESS AND EXCEPT that portion conveyed to The County Board of Arlington County, Virginia by deed recorded in Deed Book 4052, page 2488 among the aforesaid land records; and

SUBJECT TO the covenants, conditions, restrictions, easements, rights of way and other instruments of record, if any, affecting the property.

| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHORD BRNG. |
|-------|---------|---------|-----------|---------|---------|-------------|
| C1 | 597.96' | 103.42' | 09°54'36" | 51.84' | 103.30' | N84°24'25"E |
| C2 | 599.50' | 106.79' | 10°12'21" | 53.54' | 106.65' | S84°15'32"W |
| C3 | 587.50' | 62.15' | 06°03'41" | 31.10' | 62.12' | S82°19'03"W |
| C4 | 583.00' | 104.94' | 10°18'48" | 52.61' | 104.80' | S84°16'40"W |
| C5 | 587.50' | 25.90' | 02°51'33" | 12.95' | 25.90' | S88°10'18"W |

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 6.00' | S03°52'17"E |
| L2 | 16.00' | S86°07'43"W |
| L3 | 6.00' | N03°52'17"W |



OWNER: HEALTH CLUB INVESTORS, LLC
AND HEALTH CLUB INVESTORS, INC.
(FORMERLY AL'S MOTORS)
D.B. 2324, PG. 1685
D.B. 3135, PG. 2196
D.B. 3135, PG. 2202
ADDRESS: 3924 WILSON BOULEVARD
RPC 14060024

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

PLAT SHOWING
EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES,
AND
EASEMENT ACQUIRED FOR PUBLIC BUS STOP PURPOSES
TEMPORARY CONSTRUCTION EASEMENTS ON
PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
D.B. 141, PG. 518
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
DRAWN BY: RLF
CHECKED BY: JMB
CADD FILE: p:\data\14060024\1311-080024.dwg
APPROVED: 7-22-09
SUBDIVISION & RECORDS ADMINISTRATOR

WILSON BOULEVARD
C/L CURVE DATA
P.I. = 28+29.86
R = 572.96'
L = 350.00'
T = 180.65'
Δ = 35°00'00"

EASEMENT ACQUIRED FOR
PUBLIC SIDEWALK, UTILITIES
AND DRAINAGE PURPOSES
AREA = 622 S.F.

EASEMENT ACQUIRED FOR
PUBLIC BUS STOP PURPOSES
AREA = 96 S.F.

WILSON BOULEVARD

EX. EASEMENT FOR
PUBLIC PURPOSES
D.B. 1869, PG. 115

TEMPORARY
CONSTRUCTION
EASEMENT #1
AREA = 283 S.F.

TEMPORARY
CONSTRUCTION
EASEMENT #2
AREA = 237 S.F.

PT. ORIG. LOT 1
M. F. BIRCH ESTATE
D.B. 141, PG. 518

PT. 1
SUBDIVISION OF
PART ORIG. LOT 1
M. F. BIRCH ESTATE
DB. 436, PG. 423

N. QUINCY STREET
C/L CURVE DATA
P.I. = 26+34.90
R = 2000.00'
L = 343.66'
T = 172.25'
Δ = 09°50'42"

NOTES:

- NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- THE PROPERTY DELINEATED HEREON IS SHOWN ON MAP 55-13 AS RPC 14060024.



MATCH LINE

MATCH LINE

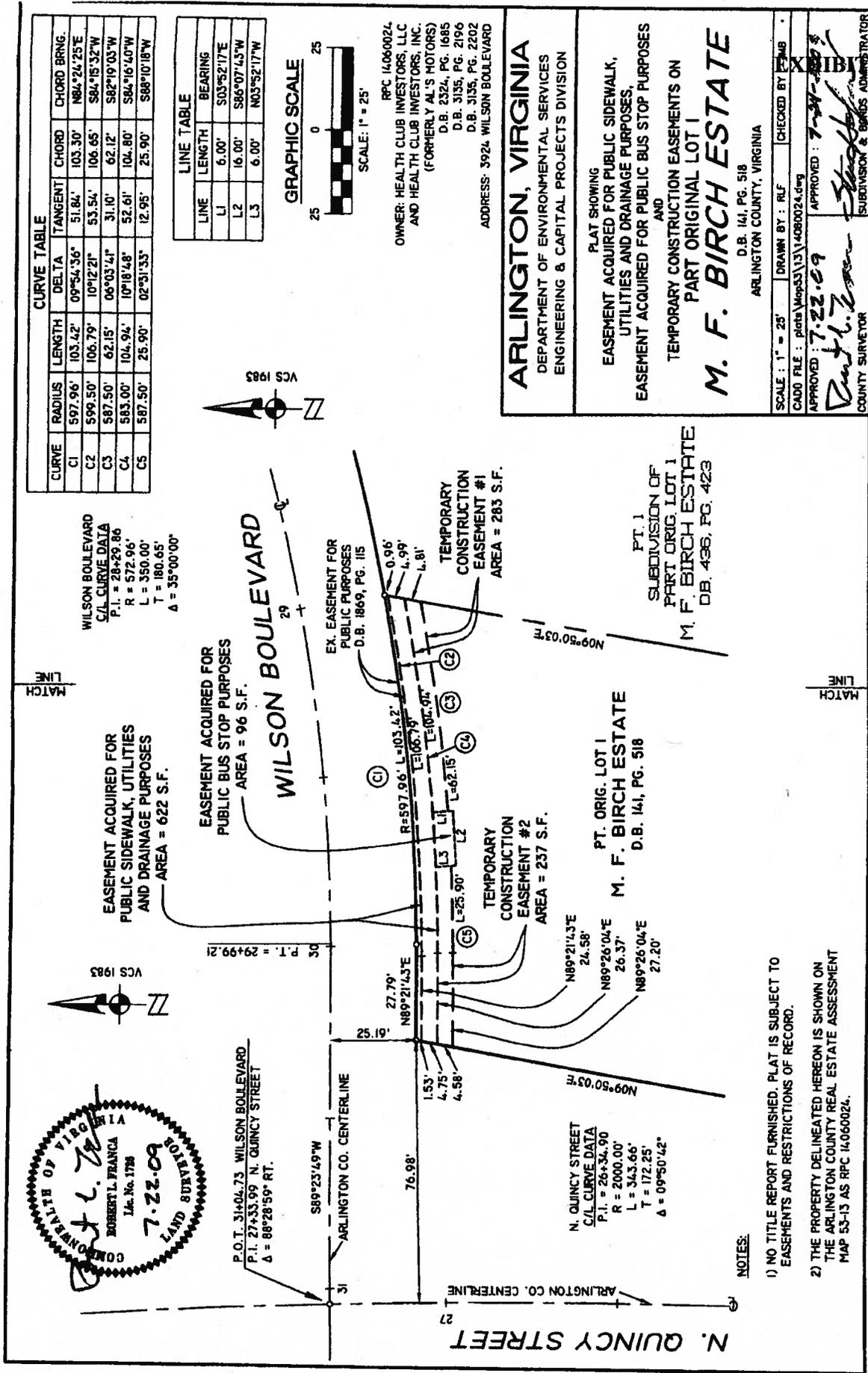


EXHIBIT B

EXHIBIT K

Deed of Easement, RPC# 14060024 (Bus Stop Purposes)

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

Real Estate Bureau Chief
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 (“Deed”)** is made this ___ day of _____, 2009, by **HEALTH CLUB INVESTORS, LLC** a Virginia limited liability company, and **HEALTH CLUB INVESTORS, INC.**, a Virginia corporation, formerly known as Al’s Motors, Incorporated, (collectively referred to as “Grantors”); and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, GRANTEE (the “County”) and **MICHAEL R. MCADOO, Substitute Trustee** and **JOHN J. COOLEEN, Substitute Trustee**, either of whom may act (collectively referred to as the “Trustee”); and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation (the “Beneficiary”).

RECITALS:

WHEREAS, Health Club Investors, LLC, is the fee simple owner and tenant in common of an undivided 15.1 % interests in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deeds, dated **April 17, 2001**, and recorded in Deed Book **3135** at Page **2202**, and Deed Book **3135** at Page **2196**, among the land records of Arlington County, Virginia;

WHEREAS, Health Club Investors, Inc., a Virginia corporation, formerly known as Al’s Motor’s, Incorporated, is the fee simple owner and tenant in common of an undivided 84.9 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deed, dated **April 11, 1988**, and recorded in Deed Book **2324** at Page **1685**, among the land records of Arlington County, Virginia; and

WHEREAS, Thrivent Financial for Lutherans is the Beneficiary of that certain Amended Deed of Trust, Security Agreement and Fixture Filing from Health Club Investors, LLC, and Health Club Investors, Incorporated, as Grantor, dated **August 29, 2002**, and recorded in Deed Book **3351** at Page **764**, among the land records of Arlington County, Virginia. Pursuant to that certain Deed of Removal and Appointment of Substitute Trustees, dated May 1, 2011, and recorded in Deed Book 4458 at Page 351 among the land records of Arlington County, Virginia, Michael R. Macadoo and John J. Cooleen were appointed Trustees of the Amended Deed of Trust in the place and stead of Edmund D. Harllee and Mary C. Zinsner. The Amended Deed of Trust, Security Agreement and Fixture Filing is a modification of the Deed of Trust Modification Agreement and the Deed of Trust and Assignment of Leases and Rents recorded in Deed Book 3201 at Page 1010 and Deed Book 3135 at Page 2207, respectively, among the land records of Arlington County, Virginia.

WITNESSETH:

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public bus stop purposes over, under, upon and across **Ninety-six (96)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired For Public Sidewalk, Utilities and Drainage Purposes, Easement Acquired for Public Bus Stop Purposes and Temporary Construction Easements on Part Original Lot 1, M. F. Birch Estate, Arlington County, Virginia**" which plat was approved on July 24, 2009 by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being a portion of the same property acquired by the Grantors as described above, and more particularly described in **Addendum 'A'** which is attached hereto (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove said public bus shelter, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public bus shelter and appurtenant equipment within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

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

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public bus shelter, including accessories and appurtenances thereto, 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 bus shelter, including accessories and appurtenances thereto, 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 of date of planting.

All facilities installed or constructed by the Grantee shall be and remain of 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 use of the Easement.

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

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

WITNESS the following signature(s):

GRANTOR:

**HEALTH CLUB INVESTORS, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

By: _____

Kirk Galiani, Manager

State: VIRGINIA

County: ARLINGTON

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as Manager of **Health Club Investors, LLC**.

Notary Public: Donna Snarr Ingram
My Commission expires: 05.31.2014
Registration no. 180001



GRANTOR:

**HEALTH CLUB INVESTORS, INC.,
A VIRGINIA CORPORATION**

By: _____

Kirk Galiani, President and Director

STATE: VIRGINIA,

COUNTY: ARLINGTON :

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as President and Director of **Health Club Investors, Inc.**, formerly known of record as **Al's Motors, Incorporated**.

Notary Public: Donna Snarr Ingram
My Commission Expires: 05.31.2014
Registration no. 180001



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Amended and Restated Deed of Trust, Security Agreement and Fixture Filing be, and the same is, subordinated to the Deed of Easement to the Grantee.

WITNESS the following signature(s):

TRUSTEE:

By: Michael R. McAdoo, Trustee
MICHAEL R. MCADOO, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011 by **Michael R. McAdoo, Trustee.**



Public: SMCooleen 7114883
Commission Expires: 10.31.11

TRUSTEE:

By: John J. Cooleen
JOHN J. COOLEEN, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011 by **John J. Cooleen, Trustee.**



Public: SMCooleen 7114883
Commission Expires: 10.31.11

BENEFICIARY:

THRIVENT FINANCIAL FOR LUTHERANS,
a Wisconsin corporation

By: Paul D. Porisch
Name/Title: _____

Paul D. Porisch, Ass't. Vice President

STATE: Minnesota,

COUNTY: Hennepin:

The foregoing instrument was acknowledged before me on this 17th day of June, 2011, by Paul D. Porisch, Assistant V.P. of Thrivent Financial for Lutherans, a Wisconsin corporation.

Notary Public: Cindy Lu Horgen
My Commission Expires: 01-31-2015



GRANTEE:

Accepted this _____ day of _____, 2011, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 2011.

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 _____, 2011.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Addendum A

All that certain lot or parcel of land situate, lying and being in Arlington County, Virginia, and being more a part of Lot One (1), of the MILLARD F. BIRCH ESTATE, more particularly described as follows:

BEGINNING at an original iron pipe in the south line of Wilson Boulevard (formerly known as the Georgetown Road) at the northwest corner of the property; thence along the south line of said Wilson Boulevard North 89 degrees 07 minutes East 132.0 feet to a pipe; thence through the property South 15 degrees 04 minutes West 318.0 feet to a pipe in the south line of said property; thence along the south line of said property North 74 degrees 46 minutes West 126.9 feet to the southwest corner of said property; thence along the west line North 15 degrees 04 minutes East 281.5 feet to the beginning, containing 38,044 square feet, more or less;

LESS AND EXCEPT A parcel of land containing 1,736.89 square feet conveyed unto the County Board of Arlington County, Virginia, by Deed recorded among said County land records in Deed Book 1180 at page 311, reference made thereto for a more particular description of the land excepted;

SUBJECT TO a certain easement containing 166.5 square feet conveyed to said County Board for Public Street and Utilities as recorded among said County land records in Deed Book 1869 at page 115, reference made thereto for a more particularly described description of the easement;

LESS AND EXCEPT that portion conveyed to The County Board of Arlington County, Virginia by deed recorded in Deed Book 4052, page 2488 among the aforesaid land records; and

SUBJECT TO the covenants, conditions, restrictions, easements, rights of way and other instruments of record, if any, affecting the property.



MATCH LINE

WILSON BOULEVARD
 C/L CURVE DATA
 P.I. = 28+29.86
 R = 572.96'
 L = 350.00'
 T = 180.65'
 Δ = 35°00'00"

| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHORD BRNG. |
|-------|---------|---------|-----------|---------|---------|-------------|
| C1 | 597.96' | 103.42' | 09°54'36" | 51.84' | 103.30' | N84°24'25"E |
| C2 | 599.50' | 106.79' | 10°12'21" | 53.54' | 106.65' | S84°15'32"W |
| C3 | 587.50' | 62.15' | 06°03'41" | 31.10' | 62.12' | S82°19'03"W |
| C4 | 583.00' | 104.94' | 10°18'48" | 52.61' | 104.80' | S84°16'40"W |
| C5 | 587.50' | 25.90' | 02°31'33" | 12.95' | 25.90' | S88°10'18"W |

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 6.00' | S03°52'17"E |
| L2 | 16.00' | S86°07'43"W |
| L3 | 6.00' | N03°52'17"W |



WILSON BOULEVARD

EASEMENT ACQUIRED FOR PUBLIC BUS STOP PURPOSES
 AREA = 96 S.F.

EASEMENT ACQUIRED FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES
 AREA = 622 S.F.

P.O.T. 31+04.73 WILSON BOULEVARD
 P.I. 27+33.99 N. QUINCY STREET
 Δ = 88°28'59" RT.

ARLINGTON CO. CENTERLINE

N. QUINCY STREET

EX. EASEMENT FOR PUBLIC PURPOSES
 D.B. 1869, PG. 115

TEMPORARY CONSTRUCTION EASEMENT #1
 AREA = 283 S.F.

TEMPORARY CONSTRUCTION EASEMENT #2
 AREA = 237 S.F.

PT. ORIG. LOT 1
 M. F. BIRCH ESTATE
 D.B. 141, PG. 518

PT. 1
 SUBDIVISION OF PART ORIG. LOT 1
 M. F. BIRCH ESTATE
 D.B. 436, PG. 423

N. QUINCY STREET
 C/L CURVE DATA
 P.I. = 26+34.90
 R = 2000.00'
 L = 343.66'
 T = 172.25'
 Δ = 09°50'42"

NOTES:

- NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-15 AS RPC 14.060024.

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

FLAT SHOWING
 EASEMENT ACQUIRED FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES,
 AND
 EASEMENT ACQUIRED FOR PUBLIC BUS STOP PURPOSES
 PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
 D.B. 141, PG. 518
 ARLINGTON COUNTY, VIRGINIA

| | | |
|--|------------------------------------|-----------------|
| SCALE: 1" = 25' | DRAWN BY: RLF | CHECKED BY: JMB |
| CADD FILE: plots\Map53\15\14060024.dwg | | |
| APPROVED: 7-22-09 | APPROVED: 7-24-09 | |
| <i>Robert L. Franca</i> | <i>Shawn Johnson</i> | |
| COUNTY SURVEYOR | SUBDIVISION & BOUNDS ADMINISTRATOR | |

EXHIBIT B

EXHIBIT L

Deed of Easement, RPC# 14060028

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

Real Estate Bureau Chief
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 _____, 2011, by **HEALTH CLUB INVESTORS, LLC**, a Virginia limited liability company and **HEALTH CLUB INVESTORS, INC.**, a Virginia corporation, formerly known as Al's Motor's, Incorporated, (collectively referred to as "Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); and **MICHAEL R. MCADOO, Substitute Trustee** and **JOHN J. COOLEEN, Substitute Trustee** either of whom may act (collectively referred to as the "Trustee"); and **THRIVENT FINANCIAL FOR LUTHERANS**, a Wisconsin corporation (the "Beneficiary").

RECITALS:

WHEREAS, Health Club Investors, LLC, is the fee simple owner and tenant in common of an undivided 15.1 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deeds, dated **April 17, 2001**, and recorded in Deed Book **3135** at Page **2202**, and Deed Book **3135** at Page **2196**, respectively among the land records of Arlington County, Virginia;

WHEREAS, Health Club Investors, Inc., a Virginia corporation, formerly known as Al's Motor's, Incorporated, is the fee simple owner and tenant in common of an undivided 84.9 % interest in those certain tracts, pieces, or parcels of real estate described in Addendum A hereto, situated in Arlington County, Virginia, conveyed by deed, dated **April 11, 1988**, and recorded in Deed Book **2324** at Page **1685**, among the land records of Arlington County, Virginia; and

WHEREAS, Thrivent Financial for Lutherans is the Beneficiary of that certain Amended Deed of Trust, Security Agreement and Fixture Filing from Health Club Investors, LLC, and Health Club Investors, Incorporated, as Grantor, dated **August 29, 2002**, and recorded in Deed Book **3351** at Page **764**, among the land records of Arlington County, Virginia. Pursuant to that certain Deed of Removal and Appointment of Substitute Trustees, dated May 1, 2011, and recorded in Deed Book 4458 at Page 351 among the land records of Arlington County, Virginia, Michael R. Macadoo and John J. Cooleen were appointed Trustees of the Amended Deed of Trust in the place and stead of Edmund D. Harllee and Mary C. Zinsner. The Amended Deed of Trust, Security Agreement and Fixture Filing is a modification of the Deed of Trust Modification Agreement and the Deed of Trust and Assignment of Leases and Rents recorded in Deed

Book 3201 at Page 1010 and Deed Book 3135 at Page 2207, respectively, among the land records of Arlington County, Virginia.

WITNESSETH:

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Four Hundred Seventy-four (474)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired For Public Sidewalk, Utilities and Drainage Purposes and Temporary Construction Easement on Part Lots 2, 3 and 4, Subdivision of Part Original Lot 1, M. F. Birch Estate, D.B. 436, PG. 423, Arlington County, Virginia**" which plat was approved on July 24, 2009 by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being a portion of the same property acquired by the Grantors as described above, and more particularly described in **Addendum 'A'** which is attached hereto (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities and drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public sidewalk, utilities and drainage facilities within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

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

Grantors covenant that Grantors are seized of and have the right to convey the Easement, and that Grantors shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

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

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

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

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

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

WITNESS the following signature(s):

GRANTOR:

**HEALTH CLUB INVESTORS, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY**

By: _____

Kirk Galiani, Manager

State: VIRGINIA

County: ARLINGTON

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as Manager of **Health Club Investors, LLC**.

Notary Public: Donna Snarr Ingram
My Commission expires: 05.31.2014
Registration no. 180001



GRANTOR:

**HEALTH CLUB INVESTORS, INC.,
A VIRGINIA CORPORATION**

By: _____

Kirk Galiani, President and Director

STATE: VIRGINIA

COUNTY: ARLINGTON :

The foregoing instrument was acknowledged before me on this 16 day of June, 2011, by **Kirk Galiani**, as President and Director of **Health Club Investors, Inc.**, formerly known of record as **Al's Motors, Incorporated**.

Notary Public: Donna Snarr Ingram
My Commission Expires: 05.31.2014
Registration no. 180001



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Amended and Restated Deed of Trust, Security Agreement and Fixture Filing be, and the same is, subordinated to the Deed of Easement to the Grantee.

WITNESS the following signature(s):

TRUSTEE:

By: *Michael R. McAdoo, Trustee*
MICHAEL R. MCADOO, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011 by Michael R. McAdoo, Trustee.



John J. Cooleen 7114883
Expires: 10-31-11

By: *John J. Cooleen*
JOHN J. COOLEEN, TRUSTEE

STATE: Virginia,
COUNTY: Arlington :

The foregoing instrument was acknowledged before me on this 21st day of June, 2011 by John J. Cooleen, Trustee.



John J. Cooleen 7114883
Expires: 10-31-11

BENEFICIARY:

THRIVENT FINANCIAL FOR LUTHERANS,
a Wisconsin corporation

By: Paul D. Porisch

Name/Title: Paul D. Porisch

Ass't. Vice President

STATE: Minnesota

COUNTY: Hennepin

The foregoing instrument was acknowledged before me on this 7th day of June, 2011, by Paul D. Porisch, Assistant V.P. of Thrivent Financial for Lutherans, a Wisconsin corporation.

Notary Public: Cindy Lu Horgen
My Commission Expires: 01-31-2015



GRANTEE:

Accepted this _____ day of _____, 2011, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 2011.

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 _____, 2011.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

Addendum A

Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), of the Subdivision of the eastwardly portion of the original Lot One (1), of the MILLARD F. BIRCH ESTATE, as the same appears upon a plat attached to and made a part of a Deed recorded among the land records of Arlington County, Virginia, in Deed Book 436 at page 423;

SUBJECT TO a perpetual right of way Seven (7) feet wide, on, over and across the west seven (7) feet of Lot Two (2) for the purpose of ingress and egress to and from the rear of Lot Number One (1);

LESS AND EXCEPT that portion of the said property conveyed to the County Board of Arlington County, Virginia, as recorded among the land records of Arlington County, Virginia, in Deed Book 904 at page 15, reference thereto being made for a more particular description of said land excepted; and

SUBJECT TO the covenants, conditions, restrictions, easements, rights of way and other instruments of record, if any, affecting the property.

EXHIBIT B

EXHIBIT M

Special Warranty Deed- Outlot A

EXHIBIT B

EXHIBIT N

County - Title Commitment (Easements)



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

11781 Lee Jackson Memorial Hwy #300
Fairfax, VA 22033
Tel: (703) 591-2325
Fax: (703) 591-2328

Countersigned:

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary



Chicago Title Insurance Company

SCHEDULE A

1. Effective Date: **April 20, 2011** at 8:00 a.m. Commitment No. **A0702116-TD**

2. Policy or Policies to be issued: Amount

(a) ALTA Owner's Policy: **\$83,900.00**
ALTA 2006 Policy Form
Proposed Insured:

County Board of Arlington County, Virginia

(b) ALTA Loan Policy:

Proposed Insured:

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple**, and title hereto is at the effective date hereof vested in:

Health Club Investors, LLC, a Virginia limited liability company, and Health Club Investors, Inc., a Virginia corporation; County of Arlington as to Outlot A

AND BEING part of the same property acquired by virtue of instrument recorded in Deed Book 2324, page 1685, Deed Book 3135, page 2202 and Deed Book 3135, page 2196.

(continued)

Countersigned:

Walker Title, LLC
Phone (703) 591-2325, Fax (703) 591-2328
11781 Lee Jackson Memorial Hwy., Suite 300
Fairfax, Virginia 22033

By:  *(tfd)*
Authorized Officer or Agent

This commitment is invalid unless Insuring Provisions and Schedules A and B are attached.



Chicago Title Insurance Company

SCHEDULE A

(continued)

Commitment No. A0702116-TD

4. The land referred to in this Commitment is described as follows:

All that certain land situate in the County of Arlington, Virginia, and more particularly described as follows:

PARCEL I:

That certain temporary easement for public sidewalks, utilities and drainage, over 196 square feet, more or less, as set forth in that certain Deed of Temporary Easement and Construction Agreement between Health Club Investors, LLC, Health Club Investors, Inc. and County Board of Arlington County, Virginia et als recorded in Deed Book _____, page _____ among the land records of Arlington County, Virginia.

PARCEL II:

That certain temporary easement for public sidewalks, utilities and drainage, over 520 square feet, more or less, as set forth in that certain Deed of Temporary Easement and Construction Agreement between Health Club Investors, LLC, Health Club Investors, Inc. and County Board of Arlington County, Virginia et als recorded in Deed Book _____, page _____ among the land records of Arlington County, Virginia.

PARCEL III:

That certain temporary easement for public sidewalks, utilities and drainage, over 533 square feet, more or less, as set forth in that certain Deed of Temporary Easement and Construction Agreement between Health Club Investors, LLC, Health Club Investors, Inc. and County Board of Arlington County, Virginia et als recorded in Deed Book _____, page _____ among the land records of Arlington County, Virginia.

PARCEL IV:

That certain temporary easement for public sidewalks, utilities and drainage, over 650 square feet, more or less, as set forth in that certain Deed of Temporary Easement and Construction Agreement between Health Club Investors, LLC, Health Club Investors, Inc. and County Board of Arlington County, Virginia et als recorded in Deed Book _____, page _____ among the land records of Arlington County, Virginia.

PARCEL V:

That certain easement for public sidewalks, utilities and drainage, over 232 square feet, more or less, as set forth in that certain Deed Easement between Health Club Investors, LLC, Health Club Investors, Inc. and County Board of Arlington County, Virginia et als recorded in Deed Book _____, page _____ among the land records of Arlington County, Virginia.

PARCEL VI:

That certain easement for public sidewalks, utilities and drainage, over 622 square feet, more or less, as set forth in that certain Deed Easement between Health Club Investors, LLC, Health Club Investors, Inc. and County Board of Arlington County, Virginia et als



Chicago Title Insurance Company

SCHEDULE A

(continued)

Commitment No. A0702116-TD

recorded in Deed Book _____, page _____ among the land records of Arlington County, Virginia.

PARCEL VII:

That certain easement for public bus stop purposes, over 96 square feet, more or less, as set forth in that certain Deed Easement between Health Club Investors, LLC, Health Club Investors, Inc. and County Board of Arlington County, Virginia et als recorded in Deed Book _____, page _____ among the land records of Arlington County, Virginia.



Chicago Title Insurance Company

SCHEDULE B - SECTION 1 REQUIREMENTS

Commitment No. A0702116-TD

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - a. **Recordation of Deed of Subdivision, in form and substance satisfactory to the Company, creating the lots described in Schedule A hereof.**
 - b. **Recordation of Deed from County Board of Arlington County, Virginia to Health Club Investors, LLC and Health Club Investors, Inc. as to Outlot A.**
 - c. **Recordation of Deeds of Easement from Health Club Investors, LLC, a Virginia limited liability company and Health Club Investors, Inc., a Virginia corporation to County Board of Arlington County, Virginia in form and substance satisfactory to the Company.**
4. Receipt of satisfactory Owner/Seller Affidavit as to Mechanics' Liens and Possession stating that no improvements have been made to or contracted for on captioned premises within the 120 days prior to closing, and identifying parties entitled to possession of the property, if any.
5. Subordination of Deed of Trust from Health Club Investors, LLC and Health Club Investors, Inc. (formerly known as Al's Motors, Incorporated), to Edmund D. Harllee and Mary C. Zinsner, Trustees, dated August 29, 2002 and recorded in Deed Book 3351, page 764 securing of record Thrivent Financial for Lutherans the original sum of \$7,000,000.00.

Which amends and restates deed of trust from Health Club Investors, LLC and Al's Motors, Incorporated, to Daniel H. Shaner and David P. Summers, Trustee(s), dated April 17, 2001, recorded in Deed Book 3135, page 2207, securing of record Community Bank of Northern Virginia the original sum of \$5,000,000.00 and Modified in Deed Book 3201, page 1010.

Assignment of Leases and Rents recorded in Deed Book 3351, page 799.

Substitution of Trustee recorded in Deed Book 3351, page 761.

Deed of Removal and Appointment of Substitute Trustees recorded in Deed Book 4458, page 351
6. Receipt of satisfactory evidence of issuance of proper Certificate of Organization for limited liability company issued by the State Corporation Commission and Receipt of satisfactory evidence that the transaction, including execution and delivery of instruments, is pursuant to and in accordance with valid operative terms and provisions of Articles of Organization.
7. We must be furnished a certified copy of the corporate resolutions for Health Club Investors, Inc. authorizing the above required instrument(s).
8. This Company must be furnished a certificate that Health Club Investors, Inc., a Virginia corporation is in good standing in the Commonwealth of Virginia.
9. Termination of Financing Statement No. 66385, filed on January 22, 2009, showing Health Club Investors, LLC and Health Club Investors, Inc., as debtor(s), and Health Club Investors, LLC, as secured party, as it affects caption property.

As modified January 24, 2010 showing Thrivent Financial for Lutherans as secured party.



Chicago Title Insurance Company

SCHEDULE B - SECTION 1

(continued)

Commitment No. **A0702116-TD**

10. The Company must be furnished with satisfactory evidence (copy of adopted resolution) that the person executing the deed on behalf of County Board of Arlington County, Virginia is duly authorized to execute the deed and all documents relating to the sale of the property.



Chicago Title Insurance Company

SCHEDULE B - SECTION 2 EXCEPTIONS

Commitment No. A0702116-TD

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Taxes for the year 2011, a lien, but not yet due and payable.
3. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises. **The coverage afforded by Covered Risk 2(c) is hereby deleted**
4. Rights of parties in possession, as tenants only, under unrecorded leases.
5. Covenants, conditions, restrictions (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, sex, religion, handicap, familial status or national origin) as set forth in instrument recorded in Deed Book 586, page 529.
6. This exception intentionally omitted.
7. Easement(s) to Arlington County Board of Supervisors recorded in Deed Book 1869, page 115.
8. Easement(s) to Virginia Electric and Power Company recorded in Deed Book 1677, page 177.
9. Easement(s) to Virginia Electric and Power Company recorded in Deed Book 3452, page 1332.
10. Ingress-egress Agreement recorded in Deed Book 568, page 529.
11. 15' set back line as shown on recorded subdivision plat.

Applicable to Outlot A:

12. Easement(s) to American Telephone and Telegraph Company recorded in Deed Book 159, page 25.
13. Easement(s) to Virginia Public Service Company recorded in Deed Book 555, page 34.

All recorded documents referred to herein are recorded among the Land Records of the County of Arlington, Virginia.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

EXHIBIT B

EXHIBIT O

Health Club - Title Commitment (Outlot A)



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

11781 Lee Jackson Memorial Hwy #300
Fairfax, VA 22033
Tel:(703) 591-2325
Fax:(703) 591-2328

CHICAGO TITLE INSURANCE COMPANY

[Handwritten Signature]

Authorized Signatory



By: *[Handwritten Signature]* President
ATTEST *[Handwritten Signature]* Secretary



Chicago Title Insurance Company

SCHEDULE A

1. Effective Date: **May 13, 2011**
at 8:00 a.m.

Commitment No. **A0702116.1-TD**

2. Policy or Policies to be issued: Amount

(a) ALTA Owner's Policy: **\$83,900.00**
ALTA 2006 Policy Form
Proposed Insured:

Health Club Investors, LLC, a Virginia limited liability company and Health Club Investors, Inc., a Virginia corporation

(b) ALTA Loan Policy:

Proposed Insured:

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple**, and title hereto is at the effective date hereof vested in:

County Board of Arlington County, Virginia

AND BEING part of the same property acquired by virtue of instrument recorded in Deed Book 1692, at Page 456.

(continued)

Countersigned:

Walker Title, LLC
Phone (703) 591-2325, Fax (703) 591-2328
11781 Lee Jackson Memorial Hwy., Suite 300
Fairfax, Virginia 22033

By: 

Authorized Officer or Agent

This commitment is invalid unless Insuring Provisions and Schedules A and B are attached.



Chicago Title Insurance Company

SCHEDULE A

(continued)

Commitment No. A0702116.1-TD

4. The land referred to in this Commitment is described as follows:

All that certain land situate in the County of Arlington, Virginia, and more particularly described as follows:

Outlot A, containing 650 square feet, more or less, as shown on a plat entitled "Plat Showing The Subdivision of Part Parcel D and Part Parcel E of the Original Property of John L. Rees" as recorded in Deed Book _____, page _____ among the land records of Arlington County, Virginia.



Chicago Title Insurance Company

SCHEDULE B - SECTION 1 REQUIREMENTS

Commitment No. A0702116.1-TD

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Pay us the premium, fees and charges for the policy.
3. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - a. **Recordation of Deed of Subdivision, in form and substance satisfactory to the Company, creating the lots described in Schedule A hereof.**
 - b. **Recordation of Deed from County Board of Arlington County, Virginia to Health Club Investors, LLC, a Virginia limited liability company and Health Club Investors, Inc., a Virginia corporation.**
4. Receipt of satisfactory Owner/Seller Affidavit as to Mechanics' Liens and Possession stating that no improvements have been made to or contracted for on captioned premises within the 120 days prior to closing, and identifying parties entitled to possession of the property, if any.
5. The Company must be furnished with satisfactory evidence (copy of adopted resolution) that the person executing the deed on behalf of County Board of Arlington County, Virginia is duly authorized to execute the deed and all documents relating to the sale of the property.



Chicago Title Insurance Company

SCHEDULE B - SECTION 2 EXCEPTIONS

Commitment No. A0702116.1-TD

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

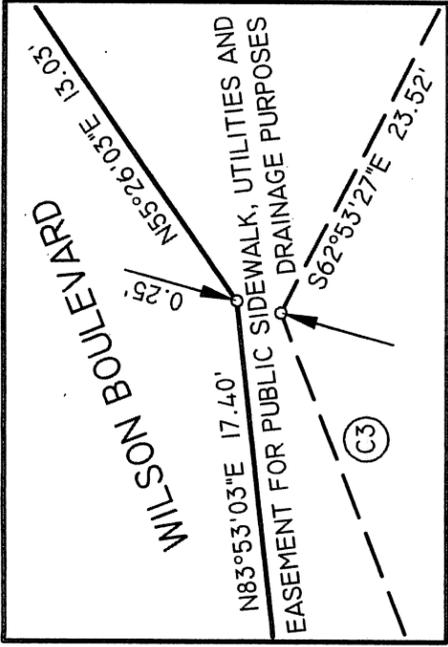
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Taxes for the year 2011, a lien, but not yet due and payable.
3. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises. **The coverage afforded by Covered Risk 2(c) is hereby deleted**
4. Easement(s) to American Telephone and Telegraph Company recorded in Deed Book 159, page 25.
5. Easement(s) to Virginia Public Service Company recorded in Deed Book 555, page 34.

All recorded documents referred to herein are recorded among the Land Records of the County of Arlington, Virginia.

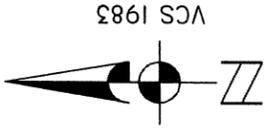
CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

EXHIBIT C 1



DETAIL
NO SCALE



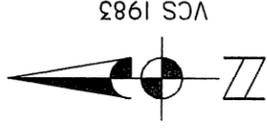
WILSON BOULEVARD

EASEMENT ACQUIRED FOR
PUBLIC SIDEWALK, UTILITIES AND
DRAINAGE PURPOSES
AREA = 474 S.F.

MATCH
LINE

P.O.C. 27+21.45 WILSON BOULEVARD
P.I. 0+00.00 N. POLLARD STREET
Δ = 51°36'00" L.T.

WILSON BOULEVARD
C/L CURVE DATA
P.I. = 28+29.86
R = 572.96'
L = 350.00'
T = 180.65'
Δ = 35°00'00"



VCS 1983

TEMPORARY
CONSTRUCTION
EASEMENT
AREA = 533 S.F.

PT. 1 / PT. 2 / PT. 3 / PT. 4

SUBD. OF PART ORIGINAL LOT 1

M. F. BIRCH ESTATE

DB. 436, PG. 423

NOTES:

- 1) NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- 2) THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-13 AS RPC 14060028.

| CURVE TABLE | | | | | | |
|-------------|---------|--------|-----------|---------|--------|-------------|
| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHORD BRNG. |
| C1 | 597.96' | 43.23' | 04°08'33" | 21.63' | 43.22' | N73°13'57"E |
| C2 | 11.70' | 19.85' | 97°12'38" | 13.27' | 17.55' | S38°37'46"E |
| C3 | 583.00' | 62.77' | 06°10'06" | 31.41' | 62.74' | N71°46'13"E |
| C4 | 587.50' | 55.90' | 05°27'06" | 27.97' | 55.88' | N72°19'58"E |

GRAPHIC SCALE



RPC 14060028
OWNER: HEALTH CLUB INVESTORS, LLC
AND HEALTH CLUB INVESTORS, INC.
(FORMERLY AL'S MOTORS)
D.B. 2324, PG. 1685
D.B. 3135, PG. 2196
D.B. 3135, PG. 2202
ADDRESS: 3910 WILSON BOULEVARD

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

PLAT SHOWING
EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENT ON
PART LOTS 2, 3 AND 4

SUBDIVISION OF PART ORIGINAL LOT 1
M. F. BIRCH ESTATE

D.B. 436, PG. 423
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'
DRAWN BY: RLF
CHECKED BY: JMB
CADD FILE: plats\Map53\13\14060028-R4.dwg

APPROVED: 7-24-09

COUNTY SURVEYOR

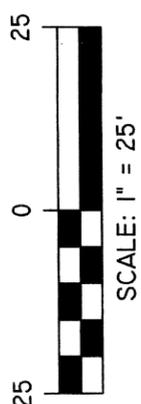
SUBDIVISION & BONDS ADMINISTRATOR



N. POLLARD STREET

MATCH
LINE

GRAPHIC SCALE



WILSON BOULEVARD
C/L CURVE DATA
P.I. = 28+29.86
R = 572.96'
L = 350.00'
T = 180.65'
Δ = 35°00'00"

P.O.C. 27+21.45 WILSON BOULEVARD
P.I. 0+00.00 N. POLLARD STREET
Δ = 51°36'00" L.T.

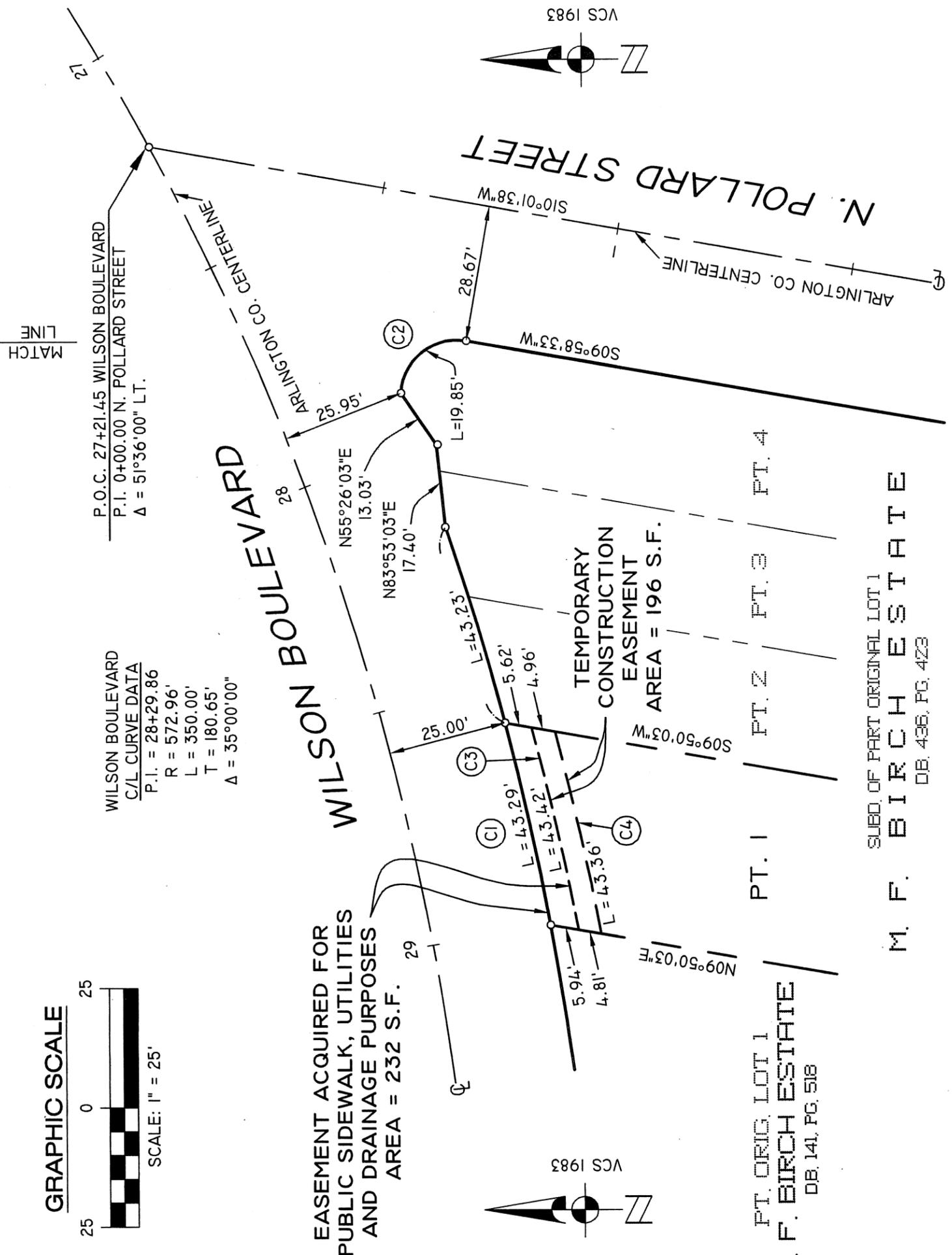
EASEMENT ACQUIRED FOR
PUBLIC SIDEWALK, UTILITIES
AND DRAINAGE PURPOSES
AREA = 232 S.F.

TEMPORARY
CONSTRUCTION
EASEMENT
AREA = 196 S.F.

PT. ORIG. LOT 1
M. F. BIRCH ESTATE
DB. 141, PG. 518

SUBD. OF PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
DB. 436, PG. 423

PT. 1 / PT. 2 / PT. 3 / PT. 4



CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHORD BRNG. |
|-------|---------|--------|-----------|---------|--------|-------------|
| C1 | 597.96' | 43.29' | 04°08'53" | 21.66' | 43.28' | N77°22'40"E |
| C2 | 11.70' | 19.85' | 97°12'38" | 13.27' | 17.55' | S38°37'46"E |
| C3 | 583.00' | 43.42' | 04°16'00" | 21.72' | 43.41' | N79°59'16"E |
| C4 | 587.50' | 43.36' | 04°13'42" | 21.69' | 43.35' | N77°10'22"E |

NOTES:

- 1) NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- 2) THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-13 AS RPC 14060023.



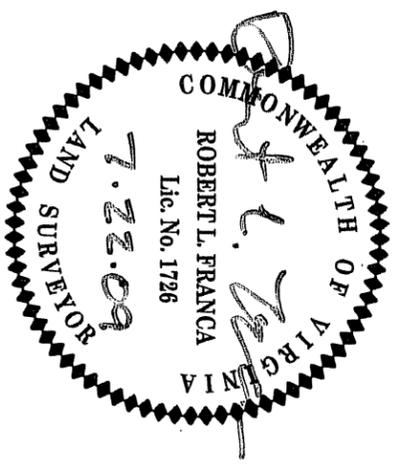
OWNER: HEALTH CLUB INVESTORS, LLC
AND HEALTH CLUB INVESTORS, INC.
(FORMERLY AL'S MOTORS)
D.B. 2324, PG. 1685
D.B. 3135, PG. 2196
D.B. 3135, PG. 2202
ADDRESS: NO STREET ADDRESS
RPC 14060023

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

PLAT SHOWING
EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES,
AND
TEMPORARY CONSTRUCTION EASEMENT ON
PART LOT 1
SUBDIVISION OF PART ORIGINAL LOT 1
M. F. BIRCH ESTATE

D.B. 436, PG. 423
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25' DRAWN BY: RLF CHECKED BY: JMB
CADD FILE: plats\Map53\13\14060023.dwg
APPROVED: 7.22.09 APPROVED: 7-24-2009
Robert L. Franca *Stuehler*
COUNTY SURVEYOR SUBDIVISION & BONDS ADMINISTRATOR



EASEMENT ACQUIRED FOR PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES
AREA = 622 S.F.

WILSON BOULEVARD
C/L CURVE DATA
P.I. = 28+29.86
R = 572.96'
L = 350.00'
T = 180.65'
Δ = 35°00'00"

EASEMENT ACQUIRED FOR PUBLIC BUS STOP PURPOSES
AREA = 96 S.F.

WILSON BOULEVARD

EX. EASEMENT FOR PUBLIC PURPOSES
D.B. 1869, PG. 115

TEMPORARY CONSTRUCTION EASEMENT #1
AREA = 283 S.F.

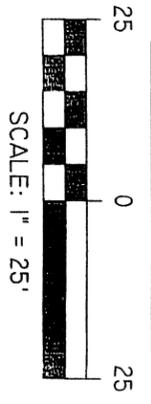
TEMPORARY CONSTRUCTION EASEMENT #2
AREA = 237 S.F.

PT. ORIG. LOT 1
M. F. BIRCH ESTATE
D.B. 141, PG. 518

PT. 1
SUBDIVISION OF PART ORIG. LOT 1
M. F. BIRCH ESTATE
D.B. 438, PG. 423

| CURVE TABLE | | | | | | |
|-------------|---------|---------|-----------|---------|---------|-------------|
| CURVE | RADIUS | LENGTH | DELTA | TANGENT | CHORD | CHORD BRNG. |
| C1 | 597.96' | 103.42' | 09°54'36" | 51.84' | 103.30' | N84°24'25"E |
| C2 | 599.50' | 106.79' | 10°12'21" | 53.54' | 106.65' | S84°15'32"W |
| C3 | 587.50' | 62.15' | 06°03'41" | 31.10' | 62.12' | S82°19'03"W |
| C4 | 583.00' | 104.94' | 10°18'48" | 52.61' | 104.80' | S84°16'40"W |
| C5 | 587.50' | 25.90' | 02°31'33" | 12.95' | 25.90' | S88°10'18"W |

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 6.00' | S03°52'17"E |
| L2 | 16.00' | S86°07'43"W |
| L3 | 6.00' | N03°52'17"W |



RPC 14060024
OWNER: HEALTH CLUB INVESTORS, LLC
AND HEALTH CLUB INVESTORS, INC.
(FORMERLY AL'S MOTORS)
D.B. 2324, PG. 1685
D.B. 3135, PG. 2196
D.B. 3135, PG. 2202
ADDRESS: 3924 WILSON BOULEVARD

N. QUINCY STREET

NOTES:

- 1) NO TITLE REPORT FURNISHED. PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
- 2) THE PROPERTY DELINEATED HEREON IS SHOWN ON THE ARLINGTON COUNTY REAL ESTATE ASSESSMENT MAP 53-13 AS RPC 14060024.

N. QUINCY STREET
C/L CURVE DATA
P.I. = 26+34.90
R = 2000.00'
L = 343.66'
T = 172.25'
Δ = 09°50'42"

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

PLAT SHOWING
EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
UTILITIES AND DRAINAGE PURPOSES,
EASEMENT ACQUIRED FOR PUBLIC BUS STOP PURPOSES
AND
TEMPORARY CONSTRUCTION EASEMENTS ON
PART ORIGINAL LOT 1
M. F. BIRCH ESTATE
D.B. 141, PG. 518
ARLINGTON COUNTY, VIRGINIA

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

APPROVED : 7-22-09
CADD FILE : plats\Mop53\13\14060024.dwg

APPROVED : 7-24-2009
SUBDIVISION & BONDS ADMINISTRATOR

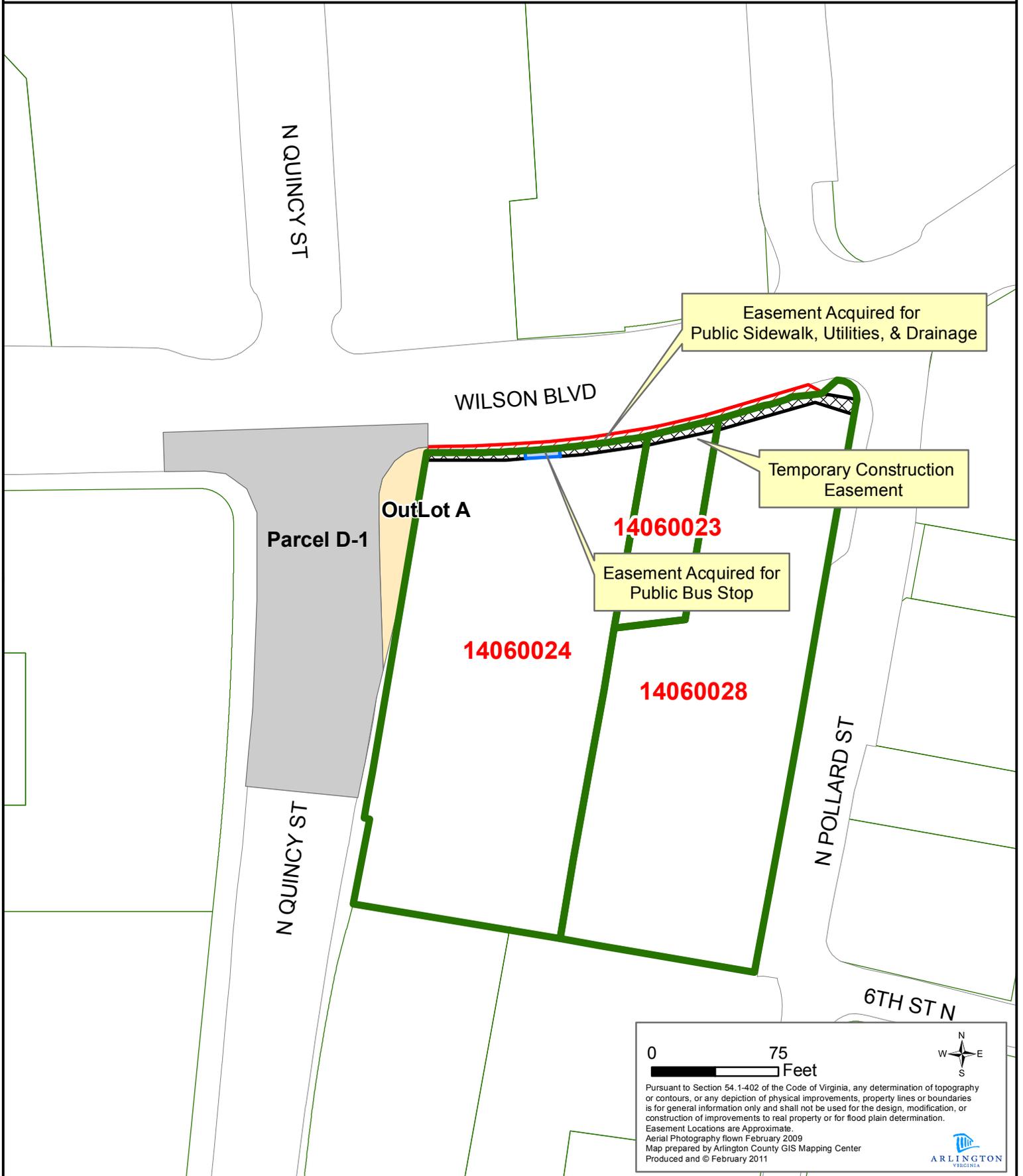
MATCH LINE

MATCH LINE

Vicinity Map
DS82

ATTACHMENT 1-1

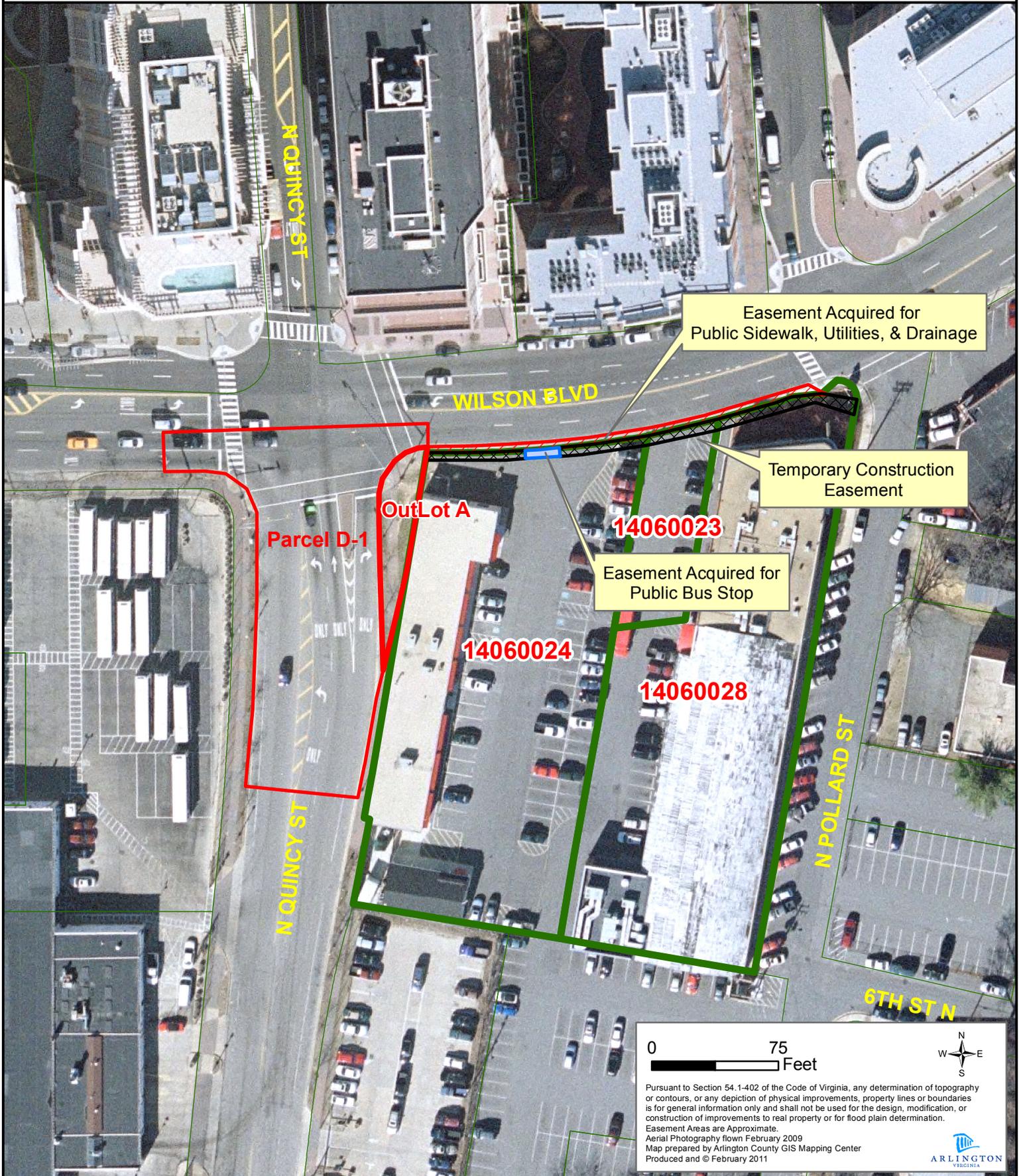
RPC# 14060024, 14060023, & 14060028



Vicinity Map DS82

ATTACHMENT 1-2

RPC# 14060024, 14060023, & 14060028



Easement Acquired for Public Sidewalk, Utilities, & Drainage

Temporary Construction Easement

Easement Acquired for Public Bus Stop

Parcel D-1

OutLot A

14060023

14060024

14060028



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 Areas are Approximate.

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



Vicinity Map

ATTACHMENT 1-3

DS82

RPC# 14060024, 14060023, & 14060028

