



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of September 17, 2011**

**DATE:** August 22, 2011

**SUBJECT:** Approval of an Agreement between the Young Men's Christian Association of Metropolitan Washington, D.C. and the County Board of Arlington County, Virginia to Convey, by Quitclaim Deed of Gift and Covenant, the Real Property known as All of Lots 9, 10 and 11 (Mary) Morris Subdivision, Arlington, Virginia (RPC No. 31021013).

**C. M. RECOMMENDATION:**

1. Approve the attached Agreement between the Young Men's Christian Association of Metropolitan Washington, D.C. ("YMCA") and the County Board of Arlington County, Virginia ("County") to convey, by Quitclaim Deed of Gift and Covenant, the real property known as All of Lots 9, 10 and 11 (Mary) Morris Subdivision, Arlington County, Virginia (RPC No. 31021013);
2. Authorize the Real Estate Bureau Chief, or his designee, to execute the Agreement, accept the Deed, and execute all related documents necessary for the conveyance, subject to approval as to form of the Agreement and Deed by the County Attorney.

**ISSUE:** This action would authorize the acceptance of a donation of unimproved real property from the YMCA to the County for future incorporation into Drew Park, conditioned upon recognition to the YMCA for the donation to the County. There are no outstanding issues.

**SUMMARY:** The YMCA has agreed to donate and convey the property to the County for no monetary consideration, in accordance with the Agreement attached hereto as Exhibit A, conditioned upon the County recognizing YMCA's donation in the form of a plaque, memorial or other similar object to be affixed to the property. The subject property is adjacent to Arlington Public School Board ("APS") owned property, a portion of which is licensed to the County for the operation of Drew Park, and is located at the intersection of 23<sup>rd</sup> Street South and S. Kenmore Street (see Attachments 1 and 2 – Vicinity Maps). The property is being acquired for future expansion of the County's Drew Park facilities consistent with the conceptual master plan which is attached hereto as Exhibit B.

County Manager:

County Attorney:

25.

Staff: Betsy Herbst, DES, Real Estate Bureau

**BACKGROUND:** The property, located at the intersection of S. Kenmore Street and 23<sup>rd</sup> Street South, is adjacent to APS-owned property known as Drew Model School, and is more particularly described in the legal description contained in the Agreement, attached hereto as Exhibit A. The property is approximately 9,770 square feet or .224 acres in size and will be used for future expansion of the County's Drew Park facilities. The County presently has a license to use a portion of APS property for Drew Park that is in close proximity to the subject property being acquired. Drew Park opened in June 2009.

**DISCUSSION:** The Property would be donated by YMCA to the County for no monetary consideration, for future expansion of the Drew Park facility constructed by the County on APS property. The current use of the abutting APS property is by agreement between the County and APS under a License Agreement entered into on July 30, 2008. Construction of the new Drew Park began in September 2008 and was completed in June 2009. In lieu of monetary consideration for the Property, the YMCA has requested that the County agree to recognize YMCA's donation in the form of a plaque or other similar recognition, in a mutually agreeable form, at a cost not to exceed \$20,000.

Under the terms of the Agreement, YMCA, before approval of the Agreement, will deliver a deed, in trust, conditioned upon approval of the Agreement by the County Board. The County agrees to acknowledge YMCA's donation of the property in the form of a plaque, memorial or other similar object to be affixed to the property, of a mutually agreed design and size, at a cost to the County not to exceed \$20,000. After selection by the YMCA of a recognition from options provided by the County, the County will record the Deed among the land records. Thereafter, the County must install the recognition to the property within 3 years from recordation of the Deed and acknowledge YMCA's donation of the property at a public ceremony. The County further agrees to incorporate the recognition into any future design of the park. If the Agreement is not approved by the County Board and executed by October 31, 2011, then the Agreement, shall be null and void and the parties will have no further obligation to the other. The County will return to the YMCA the deed held in trust.

Further expansion of the open space for Drew Park is anticipated as negotiations for acquisition of additional parcels along the eastern portion of the site are ongoing. The Property is the third of five parcels which would be included in the future park open space. Most recently the County purchased one half of the duplex structure located on S. Kenmore Street near the new Drew Park in February 2009.

County staff anticipates a future agreement between the County and APS to exchange ownership of portions of the Drew School site and portions of the abutting County property, in accordance with the actual and expected futures uses of the properties. Such a future exchange was anticipated by and referenced in the license between the County and APS regarding the County's current use of the nearby APS property. Upon the acquisition of the portion of the Drew School site, the County can also vacate a small, unused portion of 24<sup>th</sup> Street South for use of the area as additional park open space (see Attachments 1 and 2 – Vicinity Maps).

**FISCAL IMPACT:** Under the terms of the Agreement, the County agrees to pay the cost of the title examination, notary fees, recording fees and taxes, if any, for recordation of the Deed conveying the property from the YMCA to the County. These costs will be nominal and will be paid from DPRCR's land acquisition account (324.438200.80001.LA.RJ4.0000). The Agreement also requires DPRCR to recognize YMCA's donation in the form of a plaque or other similar recognition, in a mutually agreeable form, at a cost not to exceed \$20,000. This cost will be paid from DPRCR's General Fund operating budget.

**RECOMMENDATION:** It is recommended that the County Board approve the Agreement attached hereto as Exhibit A and authorize the Real Estate Bureau Chief, or his designee, to execute the Agreement, accept the Deed, and execute all related documents necessary for the conveyance, subject to approval as to form of the Agreement and Deed by the County Attorney.

## **AGREEMENT**

This Agreement ("Agreement") is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN WASHINGTON, D.C.**, a District of Columbia non-profit corporation ("YMCA"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("County")(collectively, the "Parties").

### **RECITALS:**

WHEREAS, YMCA is the owner, in fee simple, of certain unimproved real property located in Arlington County, Virginia, consisting of 9,770, more or less, square feet of land identified as Arlington County, Virginia RPC #31021013, and more particularly described as follows:

All of Lots 9, 10 and 11, (Mary) Morris subdivision, as the same appears duly dedicated, platted and recorded in Deed Book M-4, page 551 of the land records of Arlington County, Virginia; less and except that portion conveyed to the County Board of Arlington County, containing 2,010.64 square feet, more or less, by deed recorded in Deed Book 1321, page 234 among the aforesaid land records (collectively, the "Property");

WHEREAS, YMCA desires to donate the Property to the County and the County desires to accept title to the Property on the terms and conditions hereinafter set forth.

### **WITNESSETH:**

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the mutual promises and covenants of YMCA and the County, and other good and valuable consideration hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above Recitals set forth herein are hereby incorporated by reference into this Agreement.

2. The YMCA agrees to convey the Property by Quitclaim Deed of Gift and Covenant to the County ("Deed") for all public purposes, including, without limitation, park and recreational purposes.

3. The County intends to incorporate the Property into Drew Park ("Park") and into the design of planned future improvements to the Park ("Project").

4. The County agrees to recognize YMCA's donation of the Property; such recognition to be in the form of a plaque, memorial or other similar object to be affixed to the Property, of a mutually agreed design and size on the Property (the "Recognition"). The Parties agree that the cost of such Recognition shall be at the County's sole cost and expense, and cost to the County shall not exceed \$20,000. Within ninety (90) days after execution of the Agreement by both parties, the YMCA shall select from among the Recognition options provided by the County, or suggested by the YMCA and approved by the County, for the Recognition. After the YMCA selects a Recognition option, approved by the County, then the Parties shall memorialize, in writing, the mutually agreed Recognition, and the County will record the Deed in the land records of the Circuit Court of Arlington County. Within three years from the recordation of the Deed, the County shall place, install and affix the Recognition to the Property and acknowledge YMCA's donation of the Property at a public ceremony.

5. The County agrees to incorporate any Recognition into any future design of the Park and the Project. The Parties acknowledge that the construction of the Project is subject to future appropriation of funds. The County Director of Parks, Recreation and Cultural Resources will recommend to the County Manager that she request the County Board to include funds in the County FY 2013 budget for the Recognition.

6. To consummate the conveyance of the Property to the County, YMCA agrees to execute and deliver the Deed, in the form attached hereto as Exhibit A, to the County in trust, conditioned upon approval of this Agreement by the County Board and execution thereof on behalf of the County Board, by October 31, 2011. If this Agreement is not approved and executed by October 31, 2011, then this Agreement, and any Deed executed by the YMCA, shall be null and void, and the Parties shall have no obligation or liability to the other Party.



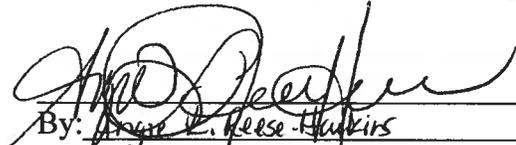
11. The Parties agree that this Agreement shall be binding upon them, and each of their respective successors and assigns; that the provision whereof shall survive the execution and delivery of the Deed aforesaid and shall not be merged therein except as specifically provided herein; that this Agreement contains the final and entire agreement between the Parties hereto; and that the Parties shall not be bound by any terms conditions, statements, warranties or representations, oral or written, not contained herein.

12. This Agreement shall be effective on the date when it is last executed by authorized representatives of the Parties.

[SIGNATURES ON THE FOLLOWING PAGES]

WITNESS the following signatures:

**YOUNG MEN'S CHRISTIAN ASSOCIATION  
OF METROPOLITAN WASHINGTON, D.C.,  
Formerly known as YMCA of the City of Washington**

  
By: Angela E. Reese-Hinkins  
Title: President & CEO  
Date: \_\_\_\_\_

**THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

Grantee: County Board of Arlington County, Virginia  
2100 Clarendon Boulevard, 3rd Floor  
Arlington, Virginia 22201  
Consideration: \$0

Return to: Real Estate Bureau Chief  
2100 Clarendon Blvd, 8<sup>th</sup> Floor  
Arlington, Virginia 22201  
RPC #: 31021013

**This instrument is exempt from recordation tax pursuant to §58.1-811 A.3 and exempt from grantor's tax pursuant to §58.1-811 C.5 and D of the Code of Virginia**

**QUITCLAIM DEED OF GIFT  
AND COVENANT**

This QUITCLAIM DEED OF GIFT AND COVENANT (the "Deed") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN WASHINGTON, D.C., formerly known as Y.M.C.A. OF THE CITY OF WASHINGTON, a District of Columbia non-profit corporation, GRANTOR; and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic, GRANTEE.

**\*\*WITNESSETH\*\***

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged, the Grantor does hereby quitclaim, release, and convey unto the Grantee, its successors and assigns, for all public purposes including, without limitation, park and recreational purposes, any and all right, title and interest it may possess in and to the following real property:

All of Lots 9, 10 and 11, (Mary) Morris subdivision, as the same appears duly dedicated, platted and recorded in Deed Book M-4, page 551 of the land records of Arlington County, Virginia.

Less and except that portion conveyed to the County Board of Arlington County, containing 2,010.64 square feet, more or less, by deed recorded in Deed Book 1321, page 234 among the aforesaid land records

(collectively, the "Property").

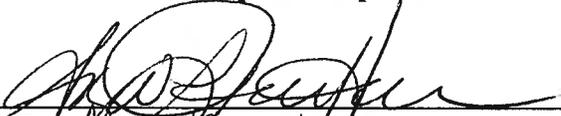
The Grantee hereby covenants and binds itself, and its respective successors in title and interest, to install and affix to the Property, and maintain, a permanent plaque, memorial or similar object, mutually agreed by the Grantor and Grantee as to design and size, acknowledging Grantor's donation of the Property to the Grantee ("Recognition"). The Grantor further covenants that, if the mutually agreed Recognition has not been installed and affixed to the Property within three (3) years following the recordation date of this Deed, then Grantor may file

an appropriate action at law or suit in equity, at Grantee's cost and expense, to require the Grantee to install the mutually agreeable Recognition. This covenant ("Covenant") shall be enforceable solely by the Grantor filing an appropriate action at law or suit in equity, at Grantee's cost and expense, only to require the Grantee to install the mutually agreed Recognition. Any such action or suit shall neither authorize nor require a reconveyance, reversion or defeasance of title to the Property from the Grantee to the Grantor, or to their respective successors in title or interest.

This conveyance is made subject to (i) non-delinquent general and special real property taxes and public assessments, (ii) all other covenants, conditions, restrictions, easements, reservations, dedications, and rights-of-way of record; (iii) all matters discoverable or ascertainable by inspection or survey of the Property; (iv) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property; and (v) any other matters created, permitted or approved in writing by Grantee.

WITNESS the following signatures and seals:

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF  
METROPOLITAN WASHINGTON, D.C., formerly known as  
Y.M.C.A. of the City of Washington, a District of Columbia  
non-profit corporation**

  
\_\_\_\_\_  
NAME: Angie L. Reese Hawkins  
TITLE: President and CEO  
DATE: \_\_\_\_\_

STATE OF \_\_\_\_\_;  
CITY/COUNTY OF WASH, DC, to-wit:

The foregoing instrument was acknowledged before me by  
Angie Reese-Hawkins, as President + CEO of Young Men's  
Christian Association of Metropolitan Washington, D.C., formerly known as Y.M.C.A. of the  
City of Washington, a District of Columbia non-profit corporation, this 22 day of  
AUGUST, 2011.

  
NOTARY PUBLIC

My Commission Expires: NOVEMBER 14, 2013  
Registration No: \_\_\_\_\_

**ACCEPTED:**

**COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA:**

The aforesaid Deed is accepted on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly approved on \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by \_\_\_\_\_, the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

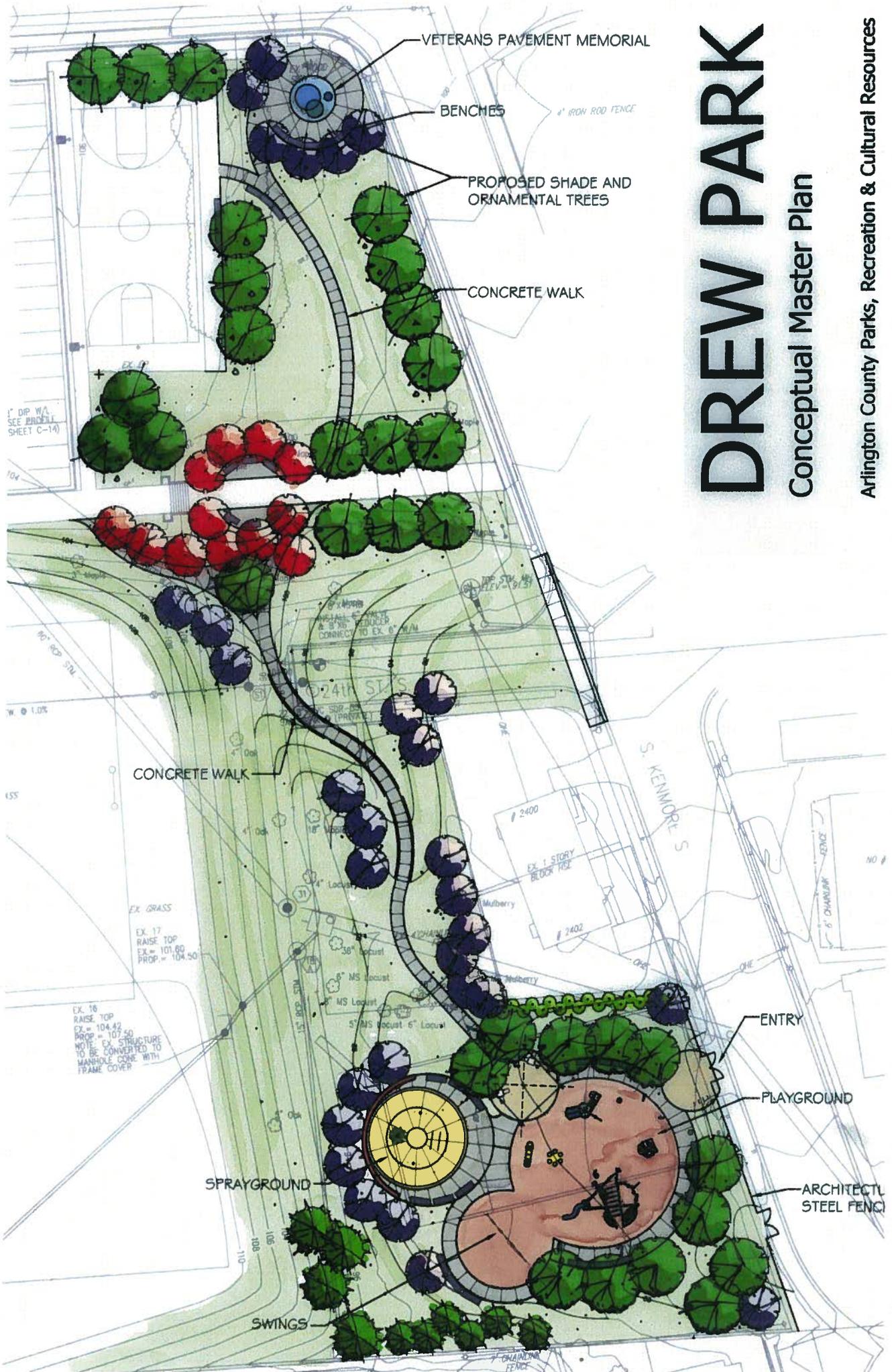
APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

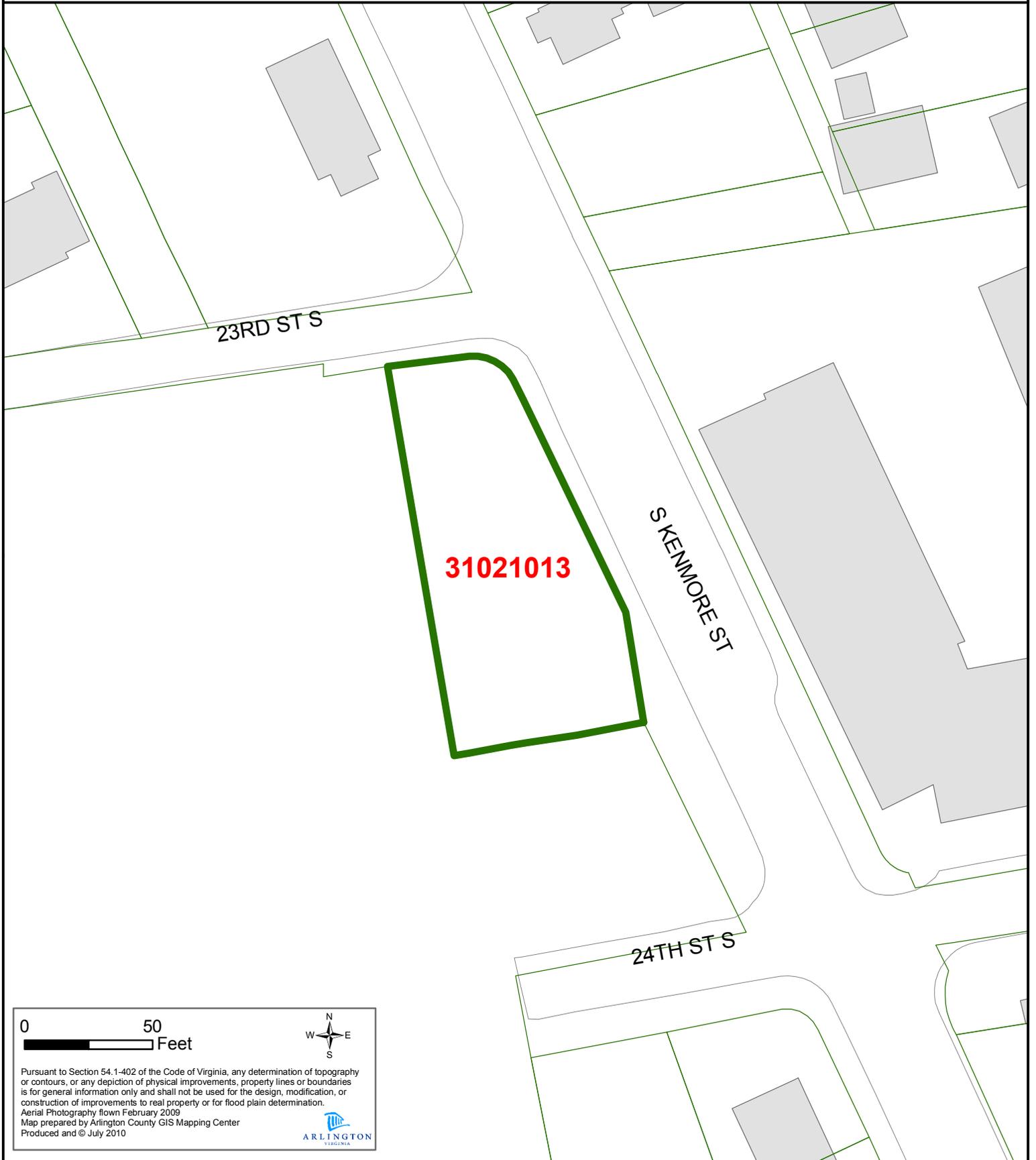
# DREW PARK

## Conceptual Master Plan

Arlington County Parks, Recreation & Cultural Resources



Vicinity Map  
YMCA Property Acquisition  
South Kenmore Street & 23rd Street South  
RPC# 31021013



**31021013**

23RD ST S

S KENMORE ST

24TH ST S

0 50 Feet



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.  
Aerial Photography flown February 2009  
Map prepared by Arlington County GIS Mapping Center  
Produced and © July 2010



Vicinity Map  
YMCA Property Acquisition  
South Kenmore Street & 23rd Street South  
RPC# 31021013

