



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of October 15, 2011

DATE: September 6, 2011.

SUBJECT: Authorization to Accept Two Deeds of Easement and Temporary Easement and Construction Agreements for the Acquisition of Permanent and Temporary Easements for Public Sidewalk, Utilities, Retaining Wall, and Storm Drainage Purposes on Properties Located at 5210 Old Dominion Drive (RPC# 02-018-018) and 5220 Old Dominion Drive (RPC# 02-018-017), Arlington, Virginia.

C. M. RECOMMENDATION:

1. Authorize the acceptance of the two attached Deeds of Easement and Temporary Easement and Construction Agreements; and
2. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept on behalf of the County Board, the two Deeds of Easement and Temporary Easement and Construction Agreements, subject to approval as to form by the County Attorney.

ISSUE: This is a request for the County Board's authorization to accept two Deeds of Easement and Temporary Easement and Construction Agreement documents for permanent and temporary easements for the installation and ongoing maintenance of public sidewalk, retaining wall, and utilities. There are no issues associated with the authorization to accept the Deeds.

SUMMARY: The subject Deeds of Easement (the deed of easement for 5210 Old Dominion Drive is attached to this report as Attachment 1, and the deed of easement for 5220 Old Dominion Drive is attached as Attachment 2) are offers to grant and convey to the County one permanent easement and one temporary easement and construction agreement on each separate parcel. These easements are being conveyed to the County by the respective owners of each parcel for nominal consideration. The County requires these easements as part of the Department of Environmental Services Project #SD95 for the construction and ongoing maintenance of a public sidewalk, utilities, retaining wall, and storm drainage facilities along Old Dominion Drive.

County Manager:

County Attorney:

15.

Staff: Michael Halewski, DES, Real Estate Bureau

BACKGROUND: The two subject parcels are located on the west side of Old Dominion Drive, between North George Mason Drive and 37th Street North. The locations of the subject parcels, and permanent and temporary easements on portions of these parcels, are more particularly shown on the Vicinity Maps attached to this report as Attachments 3, 4, and 5. Both properties are located in the Rock Spring Civic Association.

DISCUSSION: Deeds conveying properties to the County Board must be accepted by, or on behalf of, the County Board in order to be valid. The easements to be conveyed by these Deeds of Easement are required by the County for the construction, installation, and maintenance of a new sidewalk, utilities, retaining wall, and drainage facilities. The two Deeds of Easement are signed by the respective property owners, and received in the office of the Department of Environmental Services. The County Board's authorization for the Real Estate Bureau Chief, Department of Environmental Services to execute the deeds, indicating acceptance thereof, is also being requested.

The permanent easement (area = 456 Sq. Ft.) and temporary easement (area = 451 square feet) on portions of 5210 Old Dominion Drive (RPC# 02-018-018) are more particularly described on the plat attached to the Deed of Easement and Temporary Easement and Construction Agreement, entitled, "Plat Showing Easement Acquired for Public Sidewalk, Utilities, Retaining Wall and Storm Drainage Purposes and Temporary Construction Easement on Lot 27, Block 8, Section One, Stratford Hills, D.B. 1146, PG. 164, Arlington County, Virginia".

The permanent easement (area = 613 sq. ft.) and temporary easement (area = 933 sq. ft.) on portions of 5220 Old Dominion Drive (RPC# 02-018-017) are more particularly described in the plat attached to the Deed of Easement and Temporary Easement and Construction Agreement, entitled, "Plat Showing Easement Acquired for Public Sidewalk, Utilities, Retaining Wall and Storm Drainage Purposes and Temporary Construction Easement on Lot 28, Block 8, Section One, Stratford Hills, D.B. 1146, PG. 164, Arlington County, Virginia".

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

Prepared By
& Return to: Arlington County, Virginia
Real Estate Bureau
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

RPC # 02018018

This Deed is exempt from recordation tax under Va. Code §58.1-811A.3.

**DEED OF EASEMENT AND TEMPORARY EASEMENT AND
CONSTRUCTION AGREEMENT**

This DEED OF EASEMENT AND TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this ____ day of _____, 200__, by and between V. JAKE VRDOLJAK, GRANTOR, and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic, GRANTEE.

WITNESSETH

WHEREAS, GRANTOR is the owner of certain real property, presently known as 5210 Old Dominion Drive, located in Arlington County, Virginia, by virtue of a Deed dated November 30, 2001, and recorded in **Deed Book 3223 at Page 808** among the Land Records of Arlington County, Virginia, and as more particularly described therein as: "Lot 27, Block 8, Section 1, Stratford Hills, as the same is shown on plat of resubdivision recorded in Deed Book 1146, page 166, among the land records of Arlington County, Virginia" (the "Property");

WHEREAS, the Property is the dominant estate in a non-exclusive, private Ingress-Egress Easement for the purpose of providing functional vehicular and pedestrian access to the Property through and across a portion of a neighboring property, by virtue of a Deed of Easement and of Covenants dated July 11, 2001, and recorded in **Deed Book 3170 at Page 301** among the Land Records of Arlington County, Virginia, and as more particularly described therein and on the plat attached thereto (the "Driveway Easement");

WHEREAS, Grantee desires to obtain, and Grantor desires to grant and convey, a perpetual easement for public sidewalk, utilities, retaining wall, and storm drainage purposes, over, under, upon, across, and through a portion of the Property; and

WHEREAS, Grantee desires to obtain, and Grantor desires to grant and convey, a temporary easement and construction agreement for the use of a portion of the Property during the construction of the public sidewalk, utilities, retaining wall, and storm drainage facilities.

**EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, RETAINING WALL, AND
STORM DRAINAGE PURPOSES**

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities, retaining wall and storm drainage purposes over, under, upon and across **Four Hundred Fifty-six (456) square feet** of the Property ("Permanent Easement Area"), described as, "Easement Acquired for Public Sidewalk, Utilities, Retaining Wall and Storm Drainage Purposes, Area = 456 Sq. Ft.," on the plat attached hereto and made a part hereof, entitled, "**Plat Showing Easement Acquired for Public Sidewalk, Utilities, Retaining Wall and Storm Drainage Purposes and Temporary Construction Easement on Lot 27, Block 8, Section One, STRATFORD HILLS, D.B. 1146, PG. 164, Arlington County, Virginia,**" which plat was approved on **March 4, 2008**, by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, retaining wall and storm drainage facilities, including accessories and appurtenances thereto, within said Permanent 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, retaining wall and storm drainage facilities within the above-described Permanent Easement Area (the Permanent Easement Area, and the rights related thereto, are referred to herein jointly as the "Permanent Easement").

Grantor covenants that Grantor is seized of and has the right to convey the Permanent Easement, and that Grantor shall make no use of the Permanent Easement Area that is inconsistent with the Permanent 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, retaining wall and storm drainage system within the Permanent Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent to the Permanent 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 Permanent Easement Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges adjacent to the Permanent 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, including, but not limited to the retaining wall, shall be and remain the property of the Grantee, and Grantee shall

maintain all such facilities at its sole cost and expense. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

Grantor agrees that this Permanent Easement shall run with the land and shall be binding upon Grantor and his successors and assigns.

TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT

THIS DEED FURTHER WITNESSETH, for and in consideration of the sum of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a temporary easement for the use, as described herein, of a portion of the Property more specifically described as an area of real estate containing approximately **Four Hundred Fifty-one (451) square feet** of land situated in Arlington County, Virginia, shown on the Plat as, "Temporary Construction Easement, Area = 451 Sq. Ft.," (the "Temporary Easement Area"), together with the right of Grantee to use the area to construct, maintain, repair, reconstruct, replace and/or remove (jointly "Work") public sidewalk, utilities, retaining wall and storm drainage facilities, including accessories and appurtenances thereto, adjacent to the Temporary Easement Area, 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 (the Temporary Easement Area, and the rights related thereto, are referred to herein jointly as the "Temporary Easement").

Grantor covenants that Grantor is seized of and has the right to convey the Temporary Easement, and that Grantor shall make no use of the Temporary Easement Area that is inconsistent with the rights hereby conveyed.

The Temporary Easement created by this Deed shall begin upon the date of acceptance of this Deed by the Grantee and shall expire upon the completion of the Work or on an earlier date if Grantor is so notified in writing by Grantee.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities, retaining wall and storm drainage facilities within or adjacent to the Temporary Easement Area, the Grantee will, at no cost to the Grantor: (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 Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges on or adjacent to the

Temporary Easement Area; 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.

Grantee agrees to replace, at grantee's sole cost and expense, all trees removed from the Property for project construction, as more particularly shown on the attached plan, entitled, "Partial Plan View of Temporary Construction Easement Plan, Old Dominion Drive from Williamsburg Blvd to 37th Street North," dated July 18, 2007, revised July 10, 2008, with replacement trees. The replacement of the trees will be done in accordance with the County's Tree Replacement Policy ("Tree Policy"), with input from the Grantor as to specific tree species allowed under the Tree Policy.

INCORPORATIONS

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

MISCELLANEOUS

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

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

WITNESS the following signature(s):

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

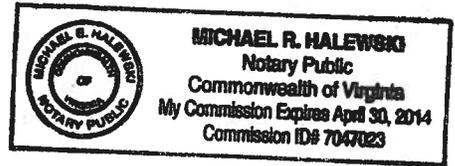
GRANTOR:

V. Jake Vrdoljak
V. JAKE VRDOLJAK, GRANTOR

State/Commonwealth of: Virginia :
County/City of: Arlington : to-wit:

The foregoing instrument was acknowledged before me on this 8TH day of March, 2011, by V. Jake Vrdoljak, GRANTOR.

Notary Public: Michael R. Halewski
My Commission expires: April 30, 2014



GRANTEE:

Accepted this _____ day of _____, 200__, on behalf of the County Board of Arlington County, Virginia, a body corporate and politic, GRANTEE, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 200__.

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 and politic, GRANTEE, this _____ day of _____, 200__.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

EXHIBIT A
[SEE ATTACHED PLAT]

ARLINGTON, VIRGINIA

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION - SURVEY SECTION

PLAT SHOWING

EASEMENT ACQUIRED FOR PUBLIC SIDEWALK,
UTILITIES, RETAINING WALL AND STORM
DRAINAGE PURPOSES
AND

TEMPORARY CONSTRUCTION EASEMENT ON

LOT 27
BLOCK 8, SECTION ONE
STRATFORD HILLS

D.B. 114.6, PG. 164

ARLINGTON COUNTY, VIRGINIA

CHECKED BY: SWR

DRAWN BY: RLF

SCALE: 1" = 25'

CADD FILE: DATA\PLAT\MAP 21\14\ROW-02018018.DWG

APPROVED: 2-29-08

APPROVED: 3-4-2008

COUNTY SURVEYOR

SUBDIVISION & BONDS ADMINISTRATOR

RPC# 02018018

OWNER: V. JAKE VIRDOLJAK
D.B. 3223, PG. 808

ADDRESS: 5210 OLD DOMINION DRIVE

GRAPHIC SCALE



SCALE: 1" = 25'



MATCH LINE



Z1

Z2

BLOCK 8
SECTION 1
STRATFORD HILLS
DB. 758, PG. 63

27

10,679 S.F. (RECORDED)
10,675 S.F. (COMPUTED)

1-B

Z8

N. GEORGE
MASON
DRIVE

EASEMENT ACQUIRED
FOR PUBLIC SIDEWALK,
UTILITIES, RETAINING
WALL AND STORM
DRAINAGE PURPOSES
AREA = 456 SQ. FT.

TEMPORARY
CONSTRUCTION
EASEMENT
AREA = 451 SQ. FT.

S45°41'00"E 89.71'
S45°41'00"E 90.63'
91.55' (COMPUTED)
91.60' (RECORDED)

MATCH LINE

OLD DOMINION DRIVE - RTE. 309

R = 1500.00'

P.T.

S45°46'06"E

V.D.O.T. CENTERLINE

75.20'

5.08'

5.00'

S45°41'00"E

S45°41'00"E

89.71'

90.63'

5.00'

S54°47'20"W

137.35' (RECORDED)
137.29' (COMPUTED)

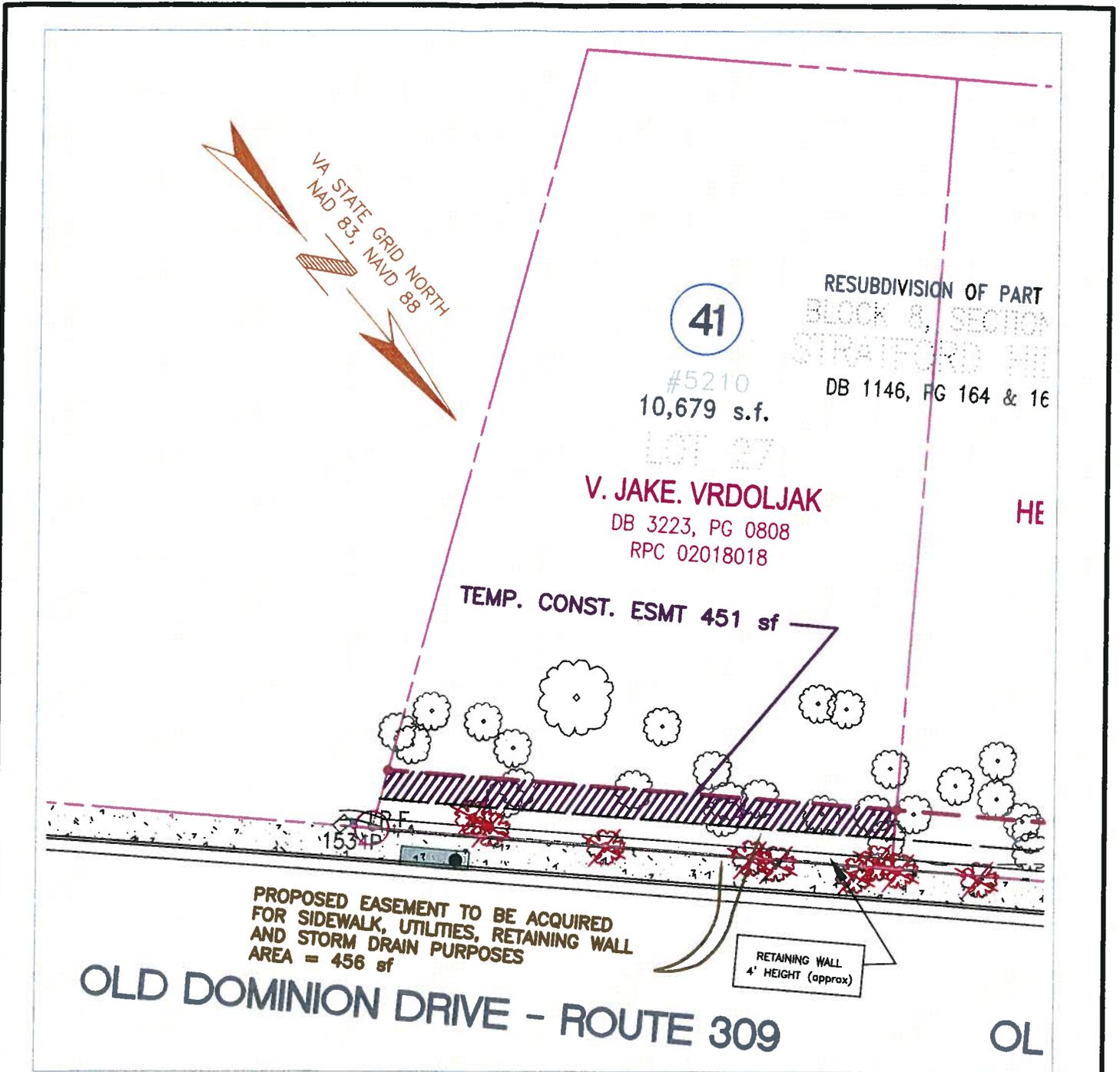
N44°19'47"E

155.00'

N45°41'00"W

66.60'

EXHIBIT B
[SEE ATTACHED PLAN]



LEGEND

-  LIMITS OF DISTURBANCE
-  TEMPORARY CONSTRUCTION EASEMENT AREA



JAKE R. VRDOLJAK
DB 3223, PG 0808
RPC 02018018

SCALE: 1" = 25'

PARTIAL PLAN VIEW OF
TEMPORARY CONSTRUCTION EASEMENT PLAN
OLD DOMINION DRIVE

from Williamsburg Blvd to 37th Street North
July 18, 2007

Revised July 10, 2008

Prepared By
& Return to: Arlington County, Virginia
Real Estate Bureau
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

RPC # 02018017

This Deed is exempt from recordation tax under Va. Code §58.1-811A.3.

**DEED OF EASEMENT AND TEMPORARY EASEMENT AND
CONSTRUCTION AGREEMENT**

This DEED OF EASEMENT AND TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT (“Deed”) is made this ____ day of _____, 200__, by and between **ANTONIO L. SIERRA** and **STEPHANIE H. SIERRA**, (the “Owners”) **GRANTORS**; **V. JAKE VRDOLJAK**, (the “Neighboring Property Owner”) **GRANTOR**; and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, (the “County” or “Grantee”), **GRANTEE**.

WITNESSETH

WHEREAS, the Owners are the fee simple owners of certain real property, presently known as 5220 Old Dominion Drive, located in Arlington County, Virginia, by virtue of a Deed dated December 1, 2010, and recorded in **Deed Book 4418 at Page 2495** among the Land Records of Arlington County, Virginia (the “Land Records”), and as more particularly described therein as: **“Lot 28, Block 8, Section 1, Stratford Hills, as the same is shown on plat of resubdivision recorded in Deed Book 1146, page 166, among the land records of Arlington County, Virginia”** (the “Property”);

WHEREAS, the Neighboring Property Owner is the fee simple owner of certain real property, presently known as 5210 Old Dominion Drive, located and situate in Arlington County, Virginia, by virtue of a Deed dated November 30, 2001, and recorded in Deed Book 3223 at Page 808 among the Land Records (“Lot 27”);

WHEREAS, the Property is the servient estate of a non-exclusive, private Ingress-Egress Easement for the purpose of providing functional vehicular and pedestrian access to Lot 27 (presently owned by the Neighboring Property Owner), through and across a portion of the Property, by virtue of a Deed of Easement and of Covenants dated July 11, 2001, and recorded in **Deed Book 3170 at Page 301** among the Land Records, and as more particularly described therein and on the plat attached thereto (the “Driveway Easement”);

WHEREAS, Grantee desires to obtain, and the Grantors desire to grant and convey, a perpetual easement for public sidewalk, utilities, retaining wall, and storm drainage purposes, over, under, upon, across, and through a portion of the Property; and

WHEREAS, Grantee desires to obtain, and Grantors desire to grant and convey, a temporary easement and construction agreement for the use of a portion of the Property during the construction of the public sidewalk, utilities, retaining wall, and storm drainage facilities.

**EASEMENT FOR PUBLIC SIDEWALK, UTILITIES, RETAINING WALL, AND
STORM DRAINAGE PURPOSES**

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), other good and valuable consideration, 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, retaining wall and storm drainage purposes over, under, upon and across **Six Hundred Thirteen (613) square feet** of the Property ("Permanent Easement Area"), described as, "Easement Acquired for Public Sidewalk, Utilities, Retaining Wall and Storm Drainage Purposes, Area = 613 Sq. Ft.," on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Public Sidewalk, Utilities, Retaining Wall and Storm Drainage Purposes and Temporary Construction Easement on Lot 28, Block 8, Section One, STRATFORD HILLS, D.B. 1146, PG. 164, Arlington County, Virginia,**" which plat was approved on **July 31, 2008**, by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, retaining wall and storm drainage facilities, including accessories and appurtenances thereto, within said Permanent 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, retaining wall and storm drainage facilities within the above-described Permanent Easement Area (the Permanent Easement Area, and the rights related thereto, are referred to herein jointly as the "Permanent Easement").

Grantors covenant that Grantors are seized of and have the right to convey the Permanent Easement, and that Grantors shall make no use of the Permanent Easement Area that is inconsistent with the Permanent 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, retaining wall and storm drainage system within the Permanent Easement Area, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Permanent 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 Permanent

Easement Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges adjacent to the Permanent 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, including, but not limited to the retaining wall, shall be and remain the property of the Grantee, and Grantee shall maintain all such facilities at its sole cost and expense. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

Grantors agree that this Permanent Easement shall run with the land and shall be binding upon Grantors and their successors and assigns.

TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT

THIS DEED FURTHER WITNESSETH, for and in consideration of the sum of Ten Dollars (\$10.00), other good and valuable consideration, 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 the Property more specifically described as an area of real estate containing approximately **Nine Hundred Thirty-three (933) square feet** of land situated in Arlington County, Virginia, shown on the Plat as, "Temporary Construction Easement, Area = 933 Sq. Ft.," (the "Temporary Easement Area"), together with the right of Grantee to use the area to construct, maintain, repair, reconstruct, replace and/or remove (jointly "Work") public sidewalk, utilities, retaining wall and storm drainage facilities, including accessories and appurtenances thereto, adjacent to the Temporary Easement Area, 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 (the Temporary Easement Area, and the rights related thereto, are referred to herein jointly as the "Temporary Easement").

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

The Temporary Easement created by this Deed shall begin upon the date of acceptance of this Deed by the Grantee and shall expire upon the completion of the Work or on an earlier date if Grantors are so notified in writing by Grantee.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public sidewalk, utilities,

retaining wall and storm drainage facilities within or adjacent to the Temporary Easement Area, 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 Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges on or adjacent to the Temporary Easement Area; 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.

Grantee agrees to remove all trees in that portion of the Temporary Easement Area that begins at the merging of the proposed retaining wall and the Grantors' driveway and includes the area alignment to the back of the Virginia Dominion pole (pole 1534000) and the Grantors' driveway, as more particularly shown on the attached plan, entitled, "Partial Plan View of Temporary Construction Easement Plan, Old Dominion Drive from Williamsburg Blvd to 37th Street North," dated July 18, 2007, revised August 15, 2008 (the "Plan"). Grantee further agrees to cover over the stumps of the removed trees on this portion of the Temporary Easement area.

Grantee agrees to replace, at Grantee's sole cost and expense, all trees removed from the Property for project construction, as more particularly shown on the Plan, with replacement trees. The replacement of the trees will be done in accordance with the County's Tree Replacement Policy ("Tree Policy"), with input from the Owners as to specific tree species allowed under the Tree Policy.

Grantee agrees to adjust, as shown on and consistent with the Plan, the existing driveway to match the proposed curb and gutter of Old Dominion Drive. The adjustment to the driveway will reduce or match the slope of the existing driveway.

CONSENT AND SUBORDINATION

THIS DEED FURTHER WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Neighboring Property Owner, as shown by his execution herein, does hereby consent and hereby subordinate the Driveway Easement to the Permanent Easement and the Temporary Easement granted herein as shown on the Plat. It is expressly understood that the subordination of the Driveway Easement to the Permanent Easement and the Temporary Easement granted herein, in the location and dimensions shown on the Plat, shall not affect in any way any other land encumbered by the Driveway Easement, and the Driveway Easement shall remain in full force and effect as to the land comprising the Permanent Easement Area and the Temporary Easement Area, subject to said subordination.

INCORPORATIONS

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

MISCELLANEOUS

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

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

WITNESS the following signature(s):

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTORS:

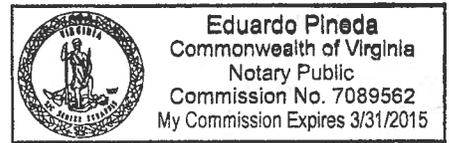


ANTONIO L. SIERRA, GRANTOR

State/Commonwealth of: Virginia :
County/City of: Arlington : to-wit:

The foregoing instrument was acknowledged before me on this 30 day of July,
2011, by **Antonio L. Sierra, GRANTOR.**

Notary Public: 
My Commission expires: March 31, 2015



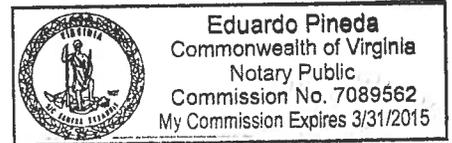


STEPHANIE H. SIERRA, GRANTOR

State/Commonwealth of: Virginia :
County/City of: Arlington : to-wit:

The foregoing instrument was acknowledged before me on this 30 day of July,
2011, by **Stephanie H. Sierra, GRANTOR.**

Notary Public: 
My Commission expires: March 31, 2015



V. Jake Vrdoljak
V JAKE VRDOLJAK, GRANTOR

State/Commonwealth of: District of Columbia :

County/City of: Columbia : to-wit:

The foregoing instrument was acknowledged before me on this 29th day of August 2001, by V. Jake Vrdoljak, GRANTOR.

Notary Public: Elizabeth C. Sullivan
My Commission expires: 5-14-2013

GRANTEE:

Accepted this _____ day of _____, 200__, on behalf of the County Board of Arlington County, Virginia, a body corporate and politic, **GRANTEE**, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 200__.

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 and politic, **GRANTEE**, this _____ day of _____, 200__.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

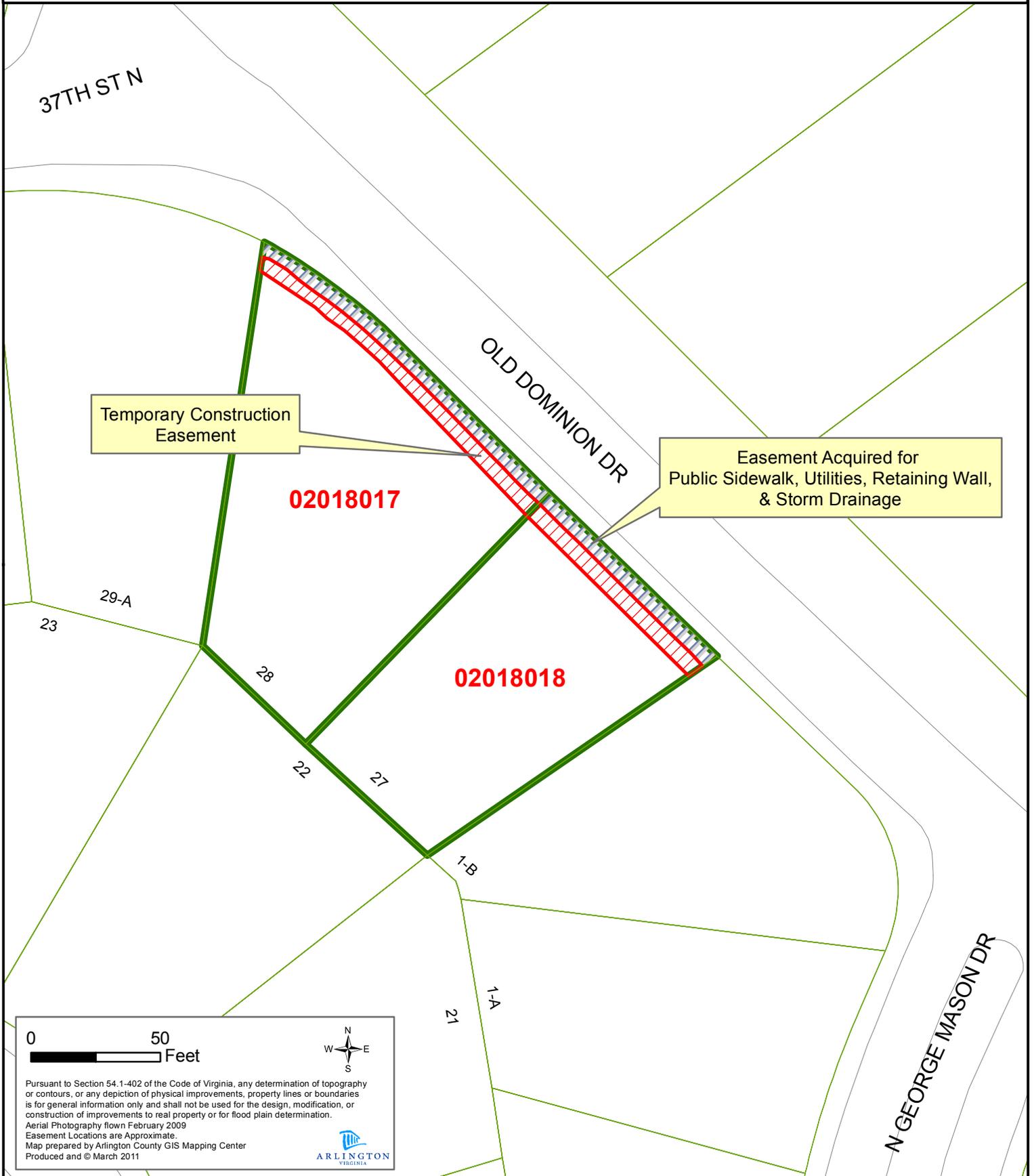
EXHIBIT A
[SEE ATTACHED PLAT]

EXHIBIT B
[SEE ATTACHED PLAN]

Vicinity Map

5210 & 5220 Old Dominion Dr

RPC# 02018017 & 02018018



Vicinity Map

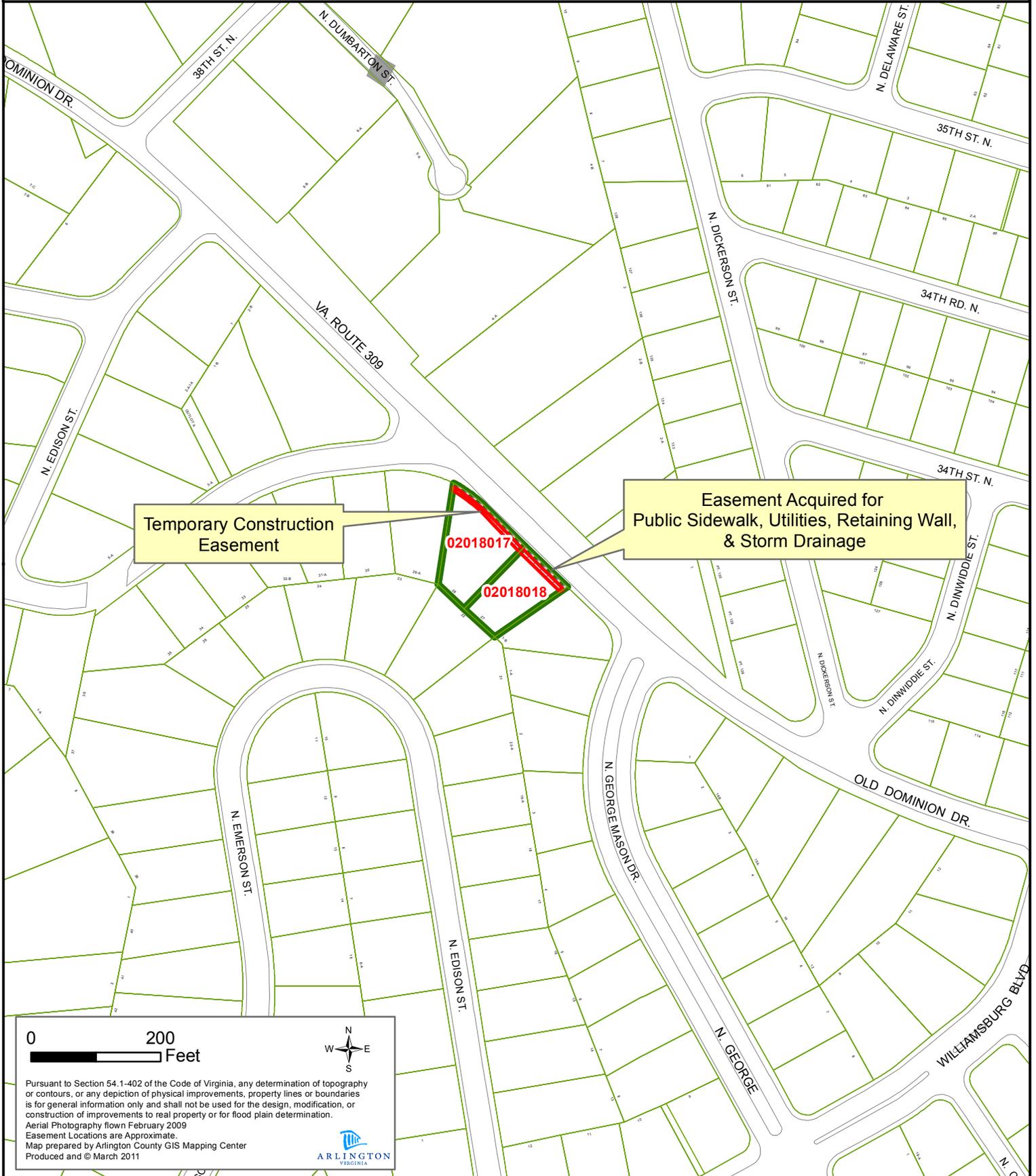
5210 & 5220 Old Dominion Dr

RPC# 02018017 & 02018018



Vicinity Map

5210 & 5220 Old Dominion Dr RPC# 02018017 & 02018018



Temporary Construction Easement

Easement Acquired for Public Sidewalk, Utilities, Retaining Wall, & Storm Drainage

0 200 Feet



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. Aerial Photography flown February 2009. Easement Locations are Approximate. Map prepared by Arlington County GIS Mapping Center. Produced and © March 2011

