



## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of October 15, 2011

**DATE:** October 4, 2011

**SUBJECT:** Approval of a Real Estate Permit between the County Board of Arlington County, Virginia and the Washington Metropolitan Area Transit Authority permitting the construction, installation, maintenance and removal of transportation improvements at the Pentagon City Metrorail Station entrances.

#### **C. M. RECOMMENDATIONS:**

1. Approve the attached Real Estate Permit (“Permit”) between the County Board of Arlington County, Virginia and the Washington Metropolitan Area Transit Authority permitting the construction, installation, maintenance and removal of transportation improvements at the Pentagon City Metrorail Station entrances.
2. Authorize Dennis Leach, Deputy Director, Department of Environmental Services, or his designee, to execute on behalf of the County Board, the Permit and all related documents, subject to the approval as to form of such documents by the County Attorney.

**ISSUES:** The Permit is required to allow the County to make and maintain specified transportation improvements in and around the plaza areas of the Pentagon City Metrorail station entrances as part of the Pentagon City Multi-Modal Improvements Project (“Project”). There are no issues identified with this request.

**SUMMARY:** As part of the Pentagon City Multi-Modal Improvement Project, the County needs permission from WMATA to enter WMATA property to construct and maintain transportation improvements on and surrounding the two Pentagon City Metrorail station entrances.

**BACKGROUND:** The proposed improvements are on the plaza areas surrounding the two entrances at the Pentagon City Metrorail stations, and are part of a larger transportation improvement project that has been planned for South Hayes Street since 2003. The Project includes improvements to South Hayes Street between Army Navy Drive and 15<sup>th</sup> Street South

County Manager:

County Attorney:

19.

Staff: Linda Eichelbaum Collier, Real Estate Bureau, Katherine Youngbluth, Capital Project Management Coordinator

consisting of, among other improvements, new sidewalks, replacement of bus shelters, installation of a covered bicycle shelter, tree and shrub removal, fence removal, removal of bicycle storage boxes, and installation of new bicycle racks. The Project will provide safer passageways throughout the corridor, and will revitalize and upgrade the streetscape, transit passenger amenities, pedestrian and bicycle areas throughout the Project limits. The Permit will allow construction of the planned improvements to the plaza areas surrounding the two Pentagon City Metrorail entrances where WMATA has real estate interests. One of the Metrorail entrances, for which WMATA has easement interests in the property, is located at the southwest quadrant of the intersection of 12<sup>th</sup> Street South and South Hayes Street. The other Metrorail entrance, for which WMATA owns the underlying real estate in fee simple, is located at the southeast quadrant of the intersection of 12<sup>th</sup> Street South and South Hayes Street. (See Vicinity Maps attached as Attachments 2 and 3). To obtain permission to construct and maintain the Project improvements, the County must enter into the attached Permit.

**DISCUSSION:** The proposed Permit (Attachment 1) would allow the County to construct, install, maintain and remove transportation improvements to be located on WMATA property, including, among other items, new sidewalks at each of the Metrorail Station entrances, replacement of all of the bus shelters, installation of a covered bike shelter, tree and shrub removal, fence removal, removal of bicycle storage boxes and installation of new bicycle racks, all as shown on the plans attached to the Permit labeled Exhibits B and C. All other improvements planned for the Metrorail entrances are located within existing County easement areas. As part of the Permit, the County is agreeing to maintain the improvements, including removal of snow from the new sidewalk areas. The pending County-wide snow removal contract will cover the Permit area.

Legal Description of the Property: WMATA owns the property upon which the station entrance at the southeast quadrant of 12<sup>th</sup> Street South and South Hayes Street is located by a Gift Deed recorded in Deed Book 2041 at page 1601 in the land records of Arlington County, Virginia (“Land Records”). WMATA has an easement for the station located at the southwest quadrant of 12<sup>th</sup> Street South and South Hayes Street recorded in Deed Book 1962 at page 360 of the Land Records.

**FISCAL IMPACT:** The Permit that is the subject of this Board Report commits the County, subject to appropriation, to future maintenance of the improvements installed pursuant to the permissions granted under the Permit. These operating costs will need to be included in future years’ budgets and the out year costs will depend upon the particular improvements replaced and maintained under the Permit. Any snow removal costs will be included in the County-wide snow removal contract.

**CONCLUSION:** It is recommended that the County Board approve the attached Real Estate Permit between the County Board of Arlington County, Virginia and the Washington Metropolitan Area Transit Authority concerning the construction, installation, maintenance and removal of transportation improvements at the Pentagon City Metrorail Station entrances and authorize the Deputy Director, Department of Environmental Services, or his designee, to execute on behalf of the County Board, the Permit and all related documents, subject to approval as to form of such documents by the County Attorney.

**THIS PERMIT IS NOT IN EFFECT UNTIL IT IS EXECUTED BY WMATA**

**PCN 251137**

**WMATA PARCEL NO.: VC076, VC079/C007**

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
REAL ESTATE PERMIT**

**THIS REAL ESTATE PERMIT** (hereinafter "**Permit**") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2011 (hereinafter "**Effective Date**"), by and between the **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic with principal offices at 600 Fifth Street, NW, Washington, DC 20001 (hereinafter "**WMATA**") and the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, with principal offices at 2100 Clarendon Boulevard, Virginia 22201 (hereinafter "**County**" or "**Permittee**"). Permittee and WMATA are sometimes referred to herein jointly as the "**Parties**" or individually as a "**Party**."

**WITNESSETH:**

**RECITAL 1:** Permittee, among other items, is constructing improvements at and around the entrances to the Pentagon City Metrorail station (hereinafter "**Station**") on both WMATA and non-WMATA property (hereinafter "**Project**").

**RECITAL 2:** The Project was envisioned by the 2003 and 2005 WMATA Multi-Modal Studies for the Pentagon City Metro Area, and the improvements on WMATA property include, among other items, new sidewalks at each of the Station entrances, replacement of all bus shelters, installation of a covered bike shelter, tree and shrub removal, fence removal, removal of bicycle storage boxes, and installation of new bike racks (hereinafter "**Improvements**"). The time period of Construction of the Improvements is sometimes hereinafter referred to "**Initial Construction**" and such term does not include any repairs, maintenance or construction occurring after the Improvements are installed or built.

**RECITAL 3:** The Improvements will require both temporary and long-term use by the Contractor(s) (as hereinafter defined), the County and the public at large of portions of WMATA property in Section COO7 on WMATA's right-of-way between Station Markers C280 + 00 and C298 + 00, (hereinafter "**Permitted Premises**") as such portions are shown on **Exhibits A, B and C** which are attached hereto and made a part hereof.

**RECITAL 4:** WMATA has agreed to allow Permittee and its contractor(s), subcontractor(s), consultants (hereinafter collectively, "**Contractor(s)**") and collectively with the Permittee "**Permitted Parties**" the right and privilege to enter upon and use the Permitted Premises in accordance with the terms and conditions specifically set forth in this Permit.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Incorporation of Recitals.**

The Recitals set forth above and attached Exhibits **A, B, C and D** are incorporated herein by this reference and have the same force and effect as if fully hereinafter set forth.

**2. Description of Permitted Premises.**

The Permitted Premises which is the subject of this Permit is located in Section COO7 on WMATA's right-of-way between Station Markers C280 + 00 and C298 + 00 as shown on **Exhibits A, B and C.**

**3. Permitted Access.**

This Permit allows Permitted Parties and others acting on behalf of Permitted Parties to enter onto the Permitted Premises, provided that the terms and conditions contained herein are met.

**4. Use of Permitted Premises.**

**4.1 Long-Term Occupancy**

In accordance with the terms and conditions of this Permit and the Approved Construction Drawings and Specifications (as defined in **Subsection 5.1** below), WMATA grants unto Permitted Parties the right to construct, operate, maintain, repair, replace, relocate (within the boundaries of the Permitted Premises) and remove (all subject to **Section 22** below) the following Improvements on the Permitted Premises:

East of South Hayes Street, Corner of 12<sup>th</sup> Street South

- (i) Bus Shelter, 1-6 feet x 24 feet = 144 square feet
- (ii) Bus Shelter, 1-6 feet x 12 feet = 72 square feet
- (iii) Bike Rack, 1-18 feet x 2.5 feet = 45 square feet
- (iv) Sidewalk, 1-8 feet x 24 feet = 192 square feet
- (v) Sidewalk, 1-10 feet x 18 feet = 180 square feet
- (vi) Sidewalk, 1 (8x9+21x8+24x20) = 720 square feet

Subtotal Area: 1,353 square feet

West of South Hayes Street, Corner of 12<sup>th</sup> Street South

- (i) Bike Shelter, 1-14 feet x 22 feet = 308 square feet
- (ii) Bike Racks, 1-18 feet x 2.5 feet = 45 square feet

Subtotal Area: 353 square feet

**Total Area Long-Term Occupancy: 1,706 square feet**

#### 4.2 Temporary Occupancy

In accordance with the terms and conditions of this Permit, and the Approved Construction Drawings and Specifications (See **Subsection 5.1** below), WMATA grants unto Permitted Parties the right to temporarily use the Permitted Premises for construction purposes as follows:

East Entrance to Station- 4576 square feet as shown on **Exhibit B**

West Entrance to Station- 3501 square feet as shown on **Exhibit C**

**Total Area Temporary Occupancy: 8,077 square feet**

#### 5. Conditions on Use.

- 5.1 As set forth in this **Subsection 5.1**, this Permit may only be exercised by Permitted Parties in accordance with the approved plans and schedules (hereinafter “**Approved Construction Drawings and Specifications**”) as stated in WMATA’s July 25, 2011 letter contained in **Exhibit D**.
- 5.2 All work shall be planned and performed in accordance with the requirements of WMATA’s *Adjacent Construction Project Manual, Rev.4* or as further revised (hereinafter “**Adjacent Construction Project Manual**”). If certain requirements listed as terms and conditions in this Permit differ from those in the *Adjacent Construction Project Manual*, Permittee shall immediately contact WMATA’s Supervisor of Field Projects or the Construction Inspection Facilitator (see **Subsection 5.9** below) in writing for written clarification.
- 5.3 Intentionally omitted (drawing and plan submission).
- 5.4 Intentionally omitted (document review process).
- 5.5 No changes may be made to the Approved Construction Drawings and Specifications without the prior written approval of WMATA’s Construction Inspection Facilitator (see **Subsection 5.9** below).
- 5.6 Intentionally omitted (construction in phases).
- 5.7 The safety and traffic maintenance plans, operation sequences and equipment positioning plans (hereinafter “**Plans**”) must ensure adequate safety for WMATA employees and the general public entering/exiting WMATA facilities by car, on foot and riding on WMATA trains and buses. Such Plans have been approved by WMATA as part of the Approved Construction Drawings and Specifications as indicated in **Exhibit D**.

- 5.8** WMATA accepts no liability and waives none of its rights under this Permit solely by reason of its approval of any drawings or specifications including the Approved Construction Drawings and Specifications.
- 5.9** Permitted Parties shall contact WMATA's Supervisor of Field Projects, Mr. William Milner of the Office of Joint Development and Adjacent Construction, telephone: 301-618-1001 (office) or 202-253-7226 (cell) to schedule a pre-construction and pre-activity meeting. This request shall be made at least ten (10) business days prior to any planned start of work on the Permitted Premises. At this meeting, Mr. Milner will designate WMATA's Construction Inspection Facilitator and provide Permitted Parties with the requisite contact information for the Construction Inspection Facilitator.
- 5.10** Upon written approval from WMATA, Permitted Parties may conduct the necessary exploration or tests to determine the location of WMATA's existing facilities.
- 5.11** Swinging a crane and suspended loads over WMATA property/facilities is strictly prohibited except with WMATA's written approval.
- 5.12** Intentionally omitted (support functions and electrical power outages).
- 5.13** Intentionally omitted (work within twenty-five (25) feet of WMATA's operating tracks).
- 5.14** Intentionally omitted (monitoring of Metrorail structures and tracks during any construction or installation within WMATA's Zone of Influence).
- 5.15** During the period of Initial Construction, wooden construction fencing shall be installed at the boundary of the areas with public access. The fencing shall be at least six-feet high and be of substantial construction using one (1) hour fire-rated materials.
- 5.16** During the period of Initial Construction, temporary sidewalks or pedestrian ways which will be in use more than ten (10) calendar days shall be constructed of four (4) inch thick Portland cement concrete or four (4) inches of asphaltic concrete placed and finished by a machine.
- 5.17** Intentionally omitted (work within twenty-five (25) feet of WMATA's tracks must be done during non-revenue hours).
- 5.18** Intentionally omitted (escorts during pre-construction surveys and inspections).
- 5.19** All utilities and structures must be located by Permitted Parties in advance

of work by using WMATA As-Built Drawings and Miss Utility information and must be protected from any damage. Permitted Parties should be aware that WMATA As-Built Drawings may not reflect current site conditions and WMATA will not be responsible for any damage caused by such inaccuracies. Any excavation in the vicinity of WMATA or Dominion Virginia Power's feeders to the Metrorail system and other underground utilities or within the work site shall be through hand excavation.

- 5.20** Permitted Parties accept the Permitted Premises and adjacent areas in an "as is" condition, including any possible concrete over pours, sheeting and shoring which remain in place, inaccurate location of utilities or portions of the facilities and similar conditions. It shall be Permitted Parties' responsibility to verify the actual location of existing facilities, structures and utilities on the Permitted Premises and Permitted Parties shall perform a pre-construction survey and provide WMATA with a copy. Permitted Parties agree that the existence of any facility unknown to WMATA or inaccurately portrayed will not be the subject of a claim against WMATA.
- 5.21** Flammable liquids shall not be stored within twenty-five (25) feet horizontally or vertically, regardless of topographic or man-made barriers, of WMATA underground facilities, except in the tanks of automobiles.
- 5.22** WMATA reserves the right to inspect the Permitted Premises at any time provided such inspections do not materially interfere with the progress of the construction work on the Project nor delay the construction schedule. Additionally, WMATA reserves the right to inspect, at reasonable times, Permittee's activities for conformance with the Approved Construction Drawings and Specifications and Occupational Safety and Health Administration ("OSHA") safety requirements to ensure that WMATA's interests (and operations) are not impeded at any time. WMATA's designated representative(s) shall have full access to the Permitted Premises for the purpose of determining the safety of the work and the impact on WMATA operations, and such person(s) shall have the absolute authority to stop all work if, in WMATA's sole opinion, Permitted Parties are acting in a manner that is unsafe for WMATA operations, the work is not in full compliance with the Approved Construction Drawings and Specifications or is interfering with efficient WMATA operations.
- 5.23** Permittee shall contractually require its Contractor(s) to maintain "as-built" records during construction of the Improvements under this Permit. Construction impact to the Permitted Premises shall be documented in the as-built records in accordance with WMATA's *Adjacent Construction Project Manual*. Upon completion of construction, Permittee shall require its Contractor(s) to provide WMATA with "as-built" records as follows:

- (1) Electronic as-builts:
  - (i) Three (3) compact disks with as-built files in TIF (image viewing) and PDF (portable document format) and DWG (AutoCAD) formats.
  - (ii) Overlay as-built documentation onto WMATA's as-built file(s).
  - (iii) Engineering sections in WMATA's contract plans which are impacted by proposed modification are to be updated.
- (2) Additionally, Permittee shall contractually require its Contractor(s) to submit as-built documentation via three (3) print copies. These records shall be signed and certified by the engineer of record as "as-built."

**5.24** Permittee shall furnish WMATA with copies of any Contractor(s)' claims, change orders and schedule updates.

**5.25** Permittee shall not be released from its construction obligations in accordance with the Approved Construction Drawings and Specifications and this Permit until WMATA's final approval of the Improvements.

**Special Conditions on Use**

**5.26** Any Contractor(s) working on the Permitted Premises on behalf of Permittee shall be required by Permittee to comply with this Permit, and Permittee shall include this requirement in its contract documents.

**6. Term of Agreement.**

For Initial Construction purposes, this Permit commences on January 1, 2012 and terminates fourteen (14) months thereafter, on March 1, 2013 (hereinafter "**Construction Term**"). For all other and subsequent purposes, this Permit commences on March 1, 2013 and continues until the Improvements are no longer needed by the County or the Permit is terminated for cause as provided in **Sections 10 and 11** below (hereinafter "**Term**").

**7. Extension Option.**

The Parties may mutually agree in writing to extend the Construction Term of this Permit. Permittee shall request an extension of the Construction Term in writing, at least thirty (30) calendar days prior to the expiration of the Construction Term.

**8. Payment by Permittee.**

Intentionally omitted.

**9. Assignment.**

This Permit is not assignable or transferable by Permittee in any way. The rights, privileges, duties and obligations extended to or assumed by Permittee are personal to Permittee, its officers, employees, agents and Contractor(s) only.

**10. Suspension/Termination.**

- 10.1** WMATA may suspend this Permit, in whole or in part, if any condition created by Permitted Parties on or about the Permitted Premises threatens the safety or security of the Permitted Premises, any WMATA operation or function, the public, or is in violation of any applicable laws, rules, regulations, policies, instruction or directions whether federal or local relating to this Permit or any work hereunder. If Permitted Parties do not correct the condition or begin efforts to correct the condition which serves as the basis for WMATA's suspension decision within ten (10) calendar days following receipt of written notice of such condition from WMATA, then WMATA may terminate this Permit, in whole or in part, by notice to Permittee without any further opportunity to cure such condition.
- 10.2** This Permit may also be terminated or revoked by WMATA, in whole or in part, at any time, if deemed necessary by WMATA for the purposes of safety, security, public welfare or operational necessity.
- 10.3** Upon termination or earlier revocation of this Permit during Initial Construction, all Permitted Parties shall, within thirty (30) calendar days after receipt of written notice of such termination or revocation, remove the construction equipment and the Improvements. If such removal cannot be completed within thirty (30) calendar days, then the Parties may agree to a reasonable time schedule for such removal.
- 10.4** Upon termination or earlier revocation once Initial Construction is complete, at the discretion of WMATA, either the Improvements shall remain, or the Permitted Parties, shall, within thirty (30) calendar days after receipt of written notice of such termination or revocation, remove the Improvements and restore the Permitted Premises to the reasonable satisfaction of WMATA. If such removal and restoration cannot be completed within thirty (30) calendar days, then the Parties may agree to a reasonable time schedule for such completion.
- 10.5** This Permit may be terminated at any time by Permittee by providing ten (10) calendar days prior written notice to WMATA.
- 10.6** Except for obligations and liabilities barred by the sovereign immunity or the inability to indemnify as to the Permittee, all obligations and liabilities of Permitted Parties under this Permit shall survive the termination of this Permit pursuant to this Section or the expiration of the Permit at the end of the Term, as may be extended in **Sections 6 and 7** above.

**11. Default/Termination.**

Permittee shall be deemed to be in default of this Permit if any Permitted Party shall fail to observe or perform any of the provisions, covenants, conditions, or

agreements contained herein and such failure shall continue for a period of ten (10) calendar days after written notice is received from WMATA. If an event of default shall have occurred and be continuing, WMATA, at its option, may at once, or at any time thereafter, terminate this Permit by written notice to Permittee, whereupon this Permit shall end and all rights of Permitted Parties hereunder (but not their obligations and liabilities as set forth in **Section 10** above) shall expire and terminate. Upon such termination by WMATA, the provisions for removal of the Improvements and/or restoration of the Permitted Premises, as set forth in **Section 10** above shall be followed. Nothing in this **Section 11** shall be deemed to limit in any way WMATA's independent right under **Section 10** above, to suspend, terminate or revoke this Permit.

**12. Conduct of Work.**

In the conduct of work undertaken herein, Permitted Parties shall require all parties working on the Permitted Premises to exercise all normal and reasonable safety precautions. Permitted Parties shall maintain the Permitted Premises in a clean and presentable manner.

**13. Employee and Public Safety.**

As coordinated with WMATA, barricades, fences, signs, lanterns and other suitable devices necessary for employee and public safety shall be provided and adequately maintained by Permitted Parties at their sole cost and expense.

**14. Security.**

Permitted Parties shall maintain the security of the Improvements and the Permitted Premises to the reasonable satisfaction of WMATA during the Term of this Permit.

**15. Restoration.**

Intentionally omitted (see **Section 10** above).

**16. Responsibility for Licenses and Permits.**

Permitted Parties shall be responsible for obtaining any necessary licenses and permits for the work authorized under this Permit including transportation and disposal of materials.

**17. Compliance with Orders and Directions of WMATA.**

With respect to all work authorized under this Permit, Permitted Parties shall at all times conform with and abide by the reasonable orders and directions of WMATA officials or their duly authorized representatives, regardless of whether such orders and directions are oral or written. Nothing in this **Section 17** shall be deemed to limit in any way WMATA's independent right under **Section 10** above, to suspend or terminate this Permit.

**18. Non-Interference with WMATA Activities, Etc.**

**18.1** Pursuant to the Approved Construction Drawings and Specifications and the terms of this Permit, Permitted Parties may only use the Permitted Premises in such manner and at such times as not to interfere with the use, construction, maintenance, repair and operations of WMATA.

**18.2** No commercial or other activity which is contrary or inconsistent with WMATA's policies or regulations, now or as revised, shall be allowed on the Permitted Premises.

**19. Damage to WMATA Property.**

Except for obligations and liabilities barred by Permittee's sovereign immunity or the inability of Permittee to indemnify others, and subject to the appropriation of funds by Permittee, Permittee and/or its Contractor(s) shall be responsible for, and make good at their own expense, all damage to WMATA property caused in whole or in part by the acts or omissions of any Permitted Party and others acting on behalf of a Permitted Party, in carrying out the activities and operations authorized under this Permit. Permittee and its Contractor(s) shall ensure that such repair or replacement is carried out within fifteen (15) business days of Permittee and its Contractor(s)' receipt of written notice from WMATA except in the case of an emergency as determined by WMATA in its sole discretion, in which event Permittee and its Contractor(s)' obligation of repair or replacement shall be immediate upon receipt of notice from WMATA.

**20. Utility Charges.**

Permitted Parties, at their sole cost and expense, shall pay all charges for any utilities used on the Permitted Premises during occupancy thereof when and as the same shall become due and payable. Permitted Parties are prohibited, without the prior written consent of WMATA (in its sole discretion) from making any connection to any utility line serving WMATA operations.

**21. Signage.**

No signage may be erected on the Permitted Premises without WMATA's prior written approval. Such signs shall be compatible with WMATA's requirements as to size, type and graphics and shall be designed, fabricated, installed and replaced as necessary by Permittee.

**22. Maintenance and Repairs.**

**22.1** Permittee shall be responsible for the maintenance, repair and replacement of the Improvements at its sole cost and expense. After Initial Construction, Permittee shall keep the Improvements in good repair and in a clean and orderly condition, free of rubbish, snow, ice and graffiti.

**22.2** Prior to performing any repairs, upgrades or replacements to the Improvements, Permittee shall notify WMATA of the work to be performed

by sending a written notice to WMATA in accordance with **Section 29** below, and Permittee and its Contractor(s) shall comply with all WMATA requirements in effect at the time that the work is being performed, including obtaining WMATA's written approval prior to commencing work.

**23. Ownership.**

**23.1** Permittee shall own the Improvements and related utilities.

**23.2** WMATA shall continue to own the underlying ground.

**24. Indemnification.**

**24.1 During Construction**

**24.1.1** Permittee shall contractually require its Contractor(s) to indemnify, defend and hold harmless WMATA, its directors, officers, employees and agents from any and all claims, liabilities, losses, demands, damages, obligations, penalties, costs, charges and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, including employees of Permittee or its Contractor(s) or any Permitted Party, and for loss or damage to any property, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work authorized by this Permit and/or any acts in connection with activities to be performed under this Permit resulting in whole or in part from the acts, errors or omissions of Permittee or its Contractor(s), or any employee, agent or representative of Permittee or its Contractor(s) or any Permitted Party. Nothing in the preceding sentence shall be deemed to relieve Contractor(s) from ultimate liability for any obligation under this Permit.

**24.1.2** Permittee shall contractually require its Contractor(s) to indemnify, defend and hold harmless WMATA, its directors, officers, employees and agents from any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorney's fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the Permitted Premises by Permitted Parties or anyone acting on their behalf.

**24.1.3** Permittee shall contractually require its Contractor(s) to resist or defend, upon written notice from WMATA to Permittee or its Contractor(s), at the Contractor(s)' own expense, any action or proceeding brought against WMATA relating to the

indemnification required by this **Section 24**. Such counsel shall be approved by WMATA in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same.

**24.1.4** Permittee understands and agrees that it is Permittee's Contractor(s)' responsibility to provide indemnification to WMATA pursuant to this **Section 24**. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of insurance to fully fund any indemnification shall not relieve the obligations assumed under this indemnification.

## **24.2 During Operations**

**24.2.1** After Initial Construction, the County will maintain the Improvements according to the provisions of **Section 22.1** above and the County's self-insurance program shall apply.

**24.2.2** Permittee shall contractually require any Contractor(s) doing any work on the Permitted Premises after Initial Construction to comply with the indemnification requirements set forth in **Subsection 24.1** above.

## **25. Insurance.**

**25.1** Permittee shall contractually require its Contractor(s) to procure at their sole cost and expense, and to maintain in force at all times during the: (a) construction of the Improvements, or (b) when work is being done on the Permitted Premises (including routine maintenance) as applicable, the insurance marked by an "X" below. All insurance companies must have an A.M. Best rating of "A-/VII" or better and be approved by WMATA. All required insurance policies must:

- (1) Be written in accordance with the requirements as applicable;
- (2) Be endorsed to include a provision that the policy shall not be canceled, materially changed, or nonrenewed without at least thirty (30) calendar days prior written notice to WMATA's Office of Insurance;
- (3) State or be endorsed to provide that the coverage afforded under the policies shall apply on a primary basis and not on an excess or contributing basis with any policies that may be available to WMATA; and
- (4) Have self-insurance retentions or policy deductibles no greater than \$100,000, unless approved in writing by WMATA.

- 25.2** As may be required in any insurance policy carried by any Permitted Party, this Permit is understood and agreed to be a written contract or an Insured Contract between that Permitted Party and WMATA.
- 25.3** The insurance limits required of the Contractor(s) herein may be met through primary and umbrella/excess policies. Policies written on a claims made basis are not acceptable.
- 25.4** Permittee shall contractually require Contractor(s) to require each subcontractor, at all tiers, to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to WMATA, or Contractor(s) may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted to WMATA so stipulates.
- 25.5** The limits of liability included herein are minimum limits. WMATA reserves the right to review or change these limits if the terms of the Permit or standards in the industry change. If requested by WMATA, Permittee shall require Contractor(s) to make any necessary adjustments in such limits or in the type of coverage to reflect then currently acceptable, commercially reasonable policy limits and types of coverage for similar uses and operations.
- 25.6** Permittee shall contractually require Contractor(s) to furnish evidence of all required insurance in the form of a certificate of insurance (hereinafter "COI"), including all applicable endorsements, at least ten (10) business days prior to the start of any work on the Permitted Premises. However, WMATA reserves the right to request copies of policies of any required insurance as denoted below. If requested by WMATA, Permittee shall have Contractor(s) deliver to WMATA, within ten (10) business days of the request, a copy of such policies, certified by the insurance carrier as being true and complete.
- 25.7** COIs shall:
- (1) Disclose any deductible, sublimit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage.
  - (2) Show WMATA as an Additional Insured for Commercial General Liability.
  - (3) Reference this Permit or **PCN 251137**.
  - (4) Include as attachments all required endorsements.
  - (5) Include policy numbers in all endorsements.
  - (6) Show WMATA as the Certificate Holder.

**25.8** At least two (2) weeks prior to the expiration of the policies, Permittee shall have Contractor(s) provide renewal COIs and all applicable endorsements to WMATA, with terms and limits no less favorable than the expiring insurance policies. No work shall be allowed to proceed until the evidence of insurance has been received and approved in writing by WMATA.

**25.9** Evidence of insurance coverage shall be sent to:

Office of Station Area Planning and Asset Management  
Washington Metropolitan Area Transit Authority  
600 Fifth Street, NW, Room 5B  
Washington, DC 20001

With a copy to:

Office of Insurance  
Washington Metropolitan Area Transit Authority  
600 Fifth Street, NW, Room 8F  
Washington, DC 20001

**25.10** Required Insurance From Contractor marked by "X":

**25.10.1 During Construction and When Work Is Being Performed on Permitted Premises**

[X] **Commercial General Liability Insurance** with minimum limits of \$5,000,000 per occurrence, written on an occurrence form. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary limits are reduced or aggregate limits are exhausted. The coverage shall include:

[X] Terrorism coverage.

[X] XCU coverage (explosion, collapse, and underground hazards).

[X] Contractual liability exclusion (applicable to work performed within 50 feet of railroad property) must be removed.

[X] Additional Insured Endorsement naming WMATA.

[X] **Workers' Compensation Insurance** meeting the statutory requirements of the jurisdiction where the work will be performed, including Employer's Liability coverage with minimum limits of \$1,000,000 each accident or disease.

- [X] **Business Automobile Liability Insurance** with minimum limits of \$1,000,000 per occurrence covering Contractor(s) against claims for bodily injury and property damage arising out of the ownership, maintenance or use of any owned, hired, or non-owned motor vehicle.

**25.10.2 During Operations and Routine Maintenance on Permitted Premises**

- [X] **Commercial General Liability Insurance** with minimum limits of \$5,000,000 per occurrence, written on an occurrence form. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to “drop down” to become primary in the event the primary limits are reduced or aggregate limits are exhausted. The coverage shall include:

- [X] Terrorism coverage.
- [X] XCU coverage (explosion, collapse, and underground hazards).
- [X] Contractual liability exclusion (applicable to work performed within 50 feet of railroad property) must be removed.
- [X] Additional Insured Endorsement naming WMATA.

- [X] **Workers’ Compensation Insurance** meeting the statutory requirements of the jurisdiction where the work will be performed, including Employer’s Liability coverage with minimum limits of \$1,000,000 each accident or disease.

- [X] **Business Automobile Liability Insurance** with minimum limits of \$2,000,000 per occurrence covering Contractor(s) against claims for bodily injury and property damage arising out of the ownership, maintenance or use of any owned, hired, or non-owned motor vehicle.

**25.11** After Initial Construction and prior to commencement of the Term, Permittee shall submit an “insurance letter” to WMATA setting forth its self-insurance program. WMATA may from time-to-time request an updated “insurance letter.” Permittee shall submit this document to WMATA within ten (10) business days of receipt of WMATA’s written request.

**26. Non-Liability of WMATA.**

WMATA shall have no liability for any injury or property damage whatsoever. Neither the grant of this right of entry, nor any provision thereof, shall impose upon the County or WMATA any new or additional duty or liability or enlarge any

existing duty or liability of WMATA. Nothing in this Permit shall be deemed to waive the County's or WMATA's immunity as a sovereign entity.

**27. No Impairment of WMATA's Title.**

This Permit constitutes a mere license, and nothing in this Permit and no action or inaction by WMATA shall be construed to mean that WMATA has granted Permittee or any other person or entity any legal or equitable estate in the Permitted Premises, or any right, power, or permission to do any act or make any agreement which may create, give rise to, or be the foundation for any right, title, interest, lien, charge, or other encumbrance upon the estate of WMATA in the Permitted Premises. In amplification and not in limitation of the foregoing, Permittee shall not allow any portion of the Permitted Premises to be used by any persons or entities, in such manner as would likely impair WMATA's title or interest in the Permitted Premises or would result in a claim of adverse use, adverse possession, prescription, dedication or other similar claims with respect to the Permitted Premises or any part thereof.

**28. Compliance with All Laws, Rules and Regulations.**

Permitted Parties shall comply with all applicable laws, rules and regulations, policies, instructions and directives, whether federal, state or local, relating to this Permit and Permitted Parties' work hereunder. Should any Permitted Parties' work involve use of, or create materials considered to be hazardous waste which require special handling, Permittee shall ensure that disposal of waste and residue is made in accordance with applicable environmental laws and regulations including, but not limited to the *Resource Conservation Recovery Act* ("RCRA"), the *Toxic Substances Control Act* ("TSCA") and where required, shall include preparation and filing of reports and travel manifest documents. WMATA shall be provided with copies of all such reports and documents.

**29. Notices.**

Notices given in connection with this Permit shall be in writing and shall be sent by: (i) registered or certified mail, return receipt requested; (ii) hand delivery; (iii) a nationally recognized overnight courier service for next business day delivery; or (iv) any telecommunications device capable of creating a written record of such notice and its receipt. Notices and other communications shall be deemed to have been given on the date of actual receipt.

**If to WMATA:**

Director  
Office of Station Area Planning  
and Asset Management  
WMATA  
600 Fifth Street, NW, Room 5B  
Washington, DC 20001

**If to Permittee:**

Capital Project Management Coordinator  
Division of Transportation  
Arlington County Government  
2100 Clarendon Boulevard, Suite 900  
Arlington, VA 22201

and to such other address and to the attention of such other parties as may be designated in writing by WMATA or Permittee to the other, pursuant to this **Section 29**.

**30. Officials Not To Benefit.**

**30.1** No member (i.e., Representative or Senator) of, or delegate to Congress, or any similar official, or resident commissioner, or any member of such person's family, shall be admitted to any share or part of this Permit, or to any benefit that may arise therefrom; but this provision shall not apply if this Permit is made with a corporation or other entity with which such official or family member has only a de minimis (in WMATA's sole opinion) contractual or ownership interest. Permittee warrants, represents and agrees that as of the date of this Permit, to the best of its knowledge, no person described in this Subsection, nor any entity with which such person is affiliated, has any such interest in any Permitted Party. Permittee shall forthwith deliver written notice to WMATA of any breach of the foregoing warranty representation and agreement and shall make reasonable inquiries from time to time to determine whether any such breach has occurred.

**30.2** No member, officer, or employee of WMATA or of a local public body during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this Permit.

**31. Gratuities.**

In connection with this Permit, or any amendments or modifications thereto, the giving of, or offering to give, gratuities (in the form of entertainment, gifts or otherwise) by a Permitted Party or any agent, representative, or other person deemed to be acting on behalf of a Permitted Party, or any Contractor(s), subcontractor or supplier furnishing material to or performing work under this Permit, to any director, officer or employee of WMATA, or to any director, officer, employee of any of WMATA's agents, consultants or representatives, with an intent to secure an agreement or favorable treatment or the making of any determinations with respect to performance under this Permit is expressly forbidden. The terms of this Section shall be strictly construed and enforced in the event of violation hereto.

**32. No Indemnification.**

Notwithstanding any other term or provision of this Permit to the contrary, County and WMATA shall have no obligation to explicitly or implicitly indemnify or hold harmless each other from any liability whatsoever.

**33. Appropriation of Funds.**

All obligations under this Permit shall be fully subject to the appropriation of funds by the County and WMATA for the specific purpose of satisfying the payment

obligations and other Permit obligations of the County and WMATA.

**34. Governing Law.**

This Permit shall be governed by the laws of the Commonwealth of Virginia; however to the extent that Virginia law conflicts with the WMATA Compact, (Public Law 89-774, 80 Stat 1324, as amended), WMATA shall be governed by the WMATA Compact.

**35. Not Construed Against Drafter.**

This Permit has been negotiated and prepared by both WMATA and Permittee and their respective attorneys and should any provision of this Permit require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

**36. Counterparts.**

The Parties hereto agree that this Permit may be executed in one or more identical counterparts, each of which shall be deemed to be an original thereof, and shall be enforceable against each of the Parties hereto.

**37. Authority.**

The Parties represent and warrant that they have the power and authority to enter into and perform their obligations under this Permit. Additionally, the signatories to this Permit represent and warrant that they have the legal authority to bind and commit the Party he/she represents.

**38. Entire Agreement.**

This Permit constitutes the entire agreement between the Parties regarding the subject matter hereto. The Parties acknowledge that no representations or warranties have been made except as set forth herein. This Permit shall not be modified or amended in any manner except by an instrument in writing executed by the Parties as an amendment to this Permit.

SIGNATURES ON NEXT PAGE

**IN WITNESS WHEREOF**, the Parties have caused this Permit to be executed in two (2) counterparts as of the date and year first written above.

**WITNESS OR ATTEST:**

\_\_\_\_\_

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

**WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY**

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

Steven E. Goldin  
Contracting Officer

**WITNESS OR ATTEST:**

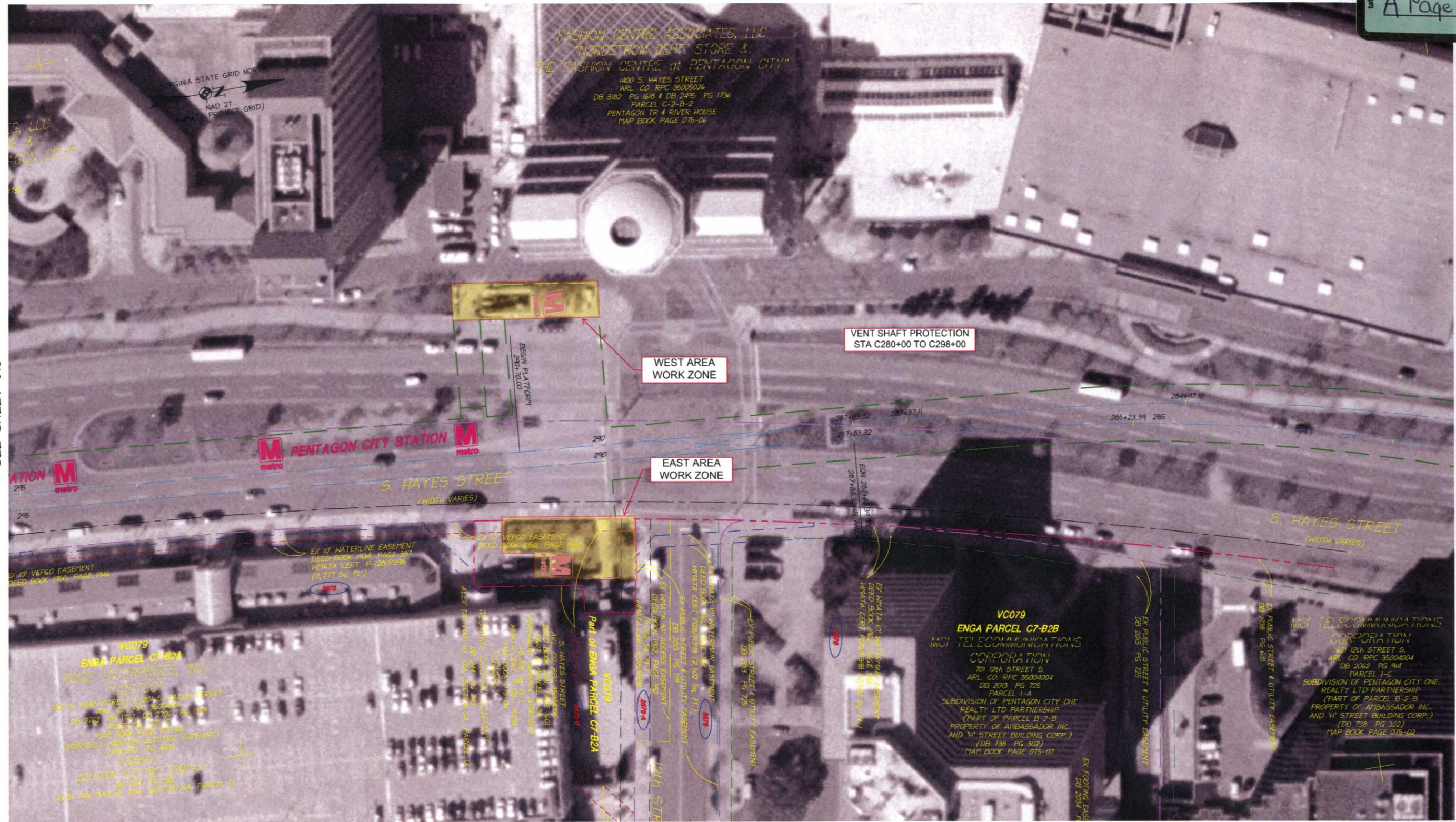
\_\_\_\_\_

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

**COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA**

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

Dennis M. Leach  
Deputy Director  
Department of Environmental Services



SEE SHEET 015

SEE SHEET 013

SEE SHEET 014-B

ATTACHMENT 2A

CONTRACT NO. 3Z812R

DESIGNED	N/A	N/A
DRAWN	N/A	N/A
CHECKED	N/A	N/A
APPROVED	N/A	N/A

REFERENCE DRAWINGS		REVISIONS		
NUMBER	DESCRIPTION	DATE	BY	DESCRIPTION



**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

SUBMITTED BY  
**christopher consultants**  
engineering surveying land planning  
christopher consultants, llc  
8000 main street (fourth floor) Fairfax, VA 22031-3607  
703.273.8820 • fax: 703.273.7830

APPROVED \_\_\_\_\_

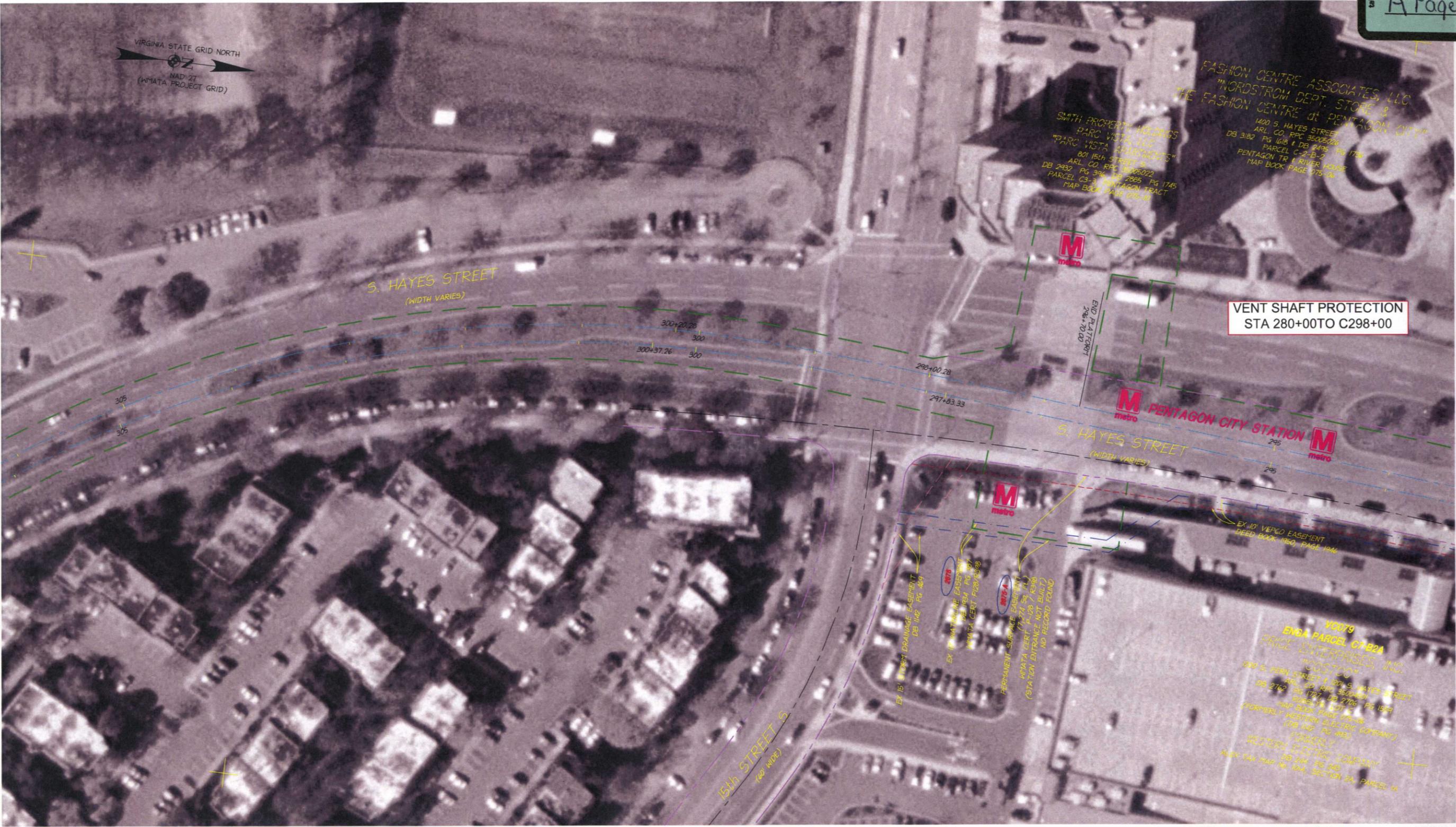
**SYSTEMWIDE UTILITY OUTGRANTS  
HUNTINGTON ROUTE  
SECTION C7 - STA 283+00 TO 294+00**

SCALE 20 0 20 40

DRAWING NO. C07\_283+00-294+00

SHEET 14A

DC 242000-114.dwg  
C:\Virginia\WMA\A\J\...CS-Hur-C11-Ticket-32812R.dwg\J...CS-C11... Rev. 22 x 34.dwg



SEE SHEET 016

SEE SHEET 014-A

SEE SHEET 014-B

**ATTACHMENT 2B**

CONTRACT NO.  
3Z812R

DESIGNED	N/A	N/A
DRAWN	N/A	N/A
CHECKED	N/A	N/A
APPROVED	N/A	N/A

REFERENCE DRAWINGS	
NUMBER	DESCRIPTION

REVISIONS		
NUMBER	DATE	DESCRIPTION



**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

SUBMITTED BY  
**christopher consultants**  
 engineering surveying land planning  
 christopher consultants, llc  
 6900 main street (fourth floor) - Fairfax, VA 22031-3607  
 703.273.8820 - fax: 703.273.7838

APPROVED \_\_\_\_\_

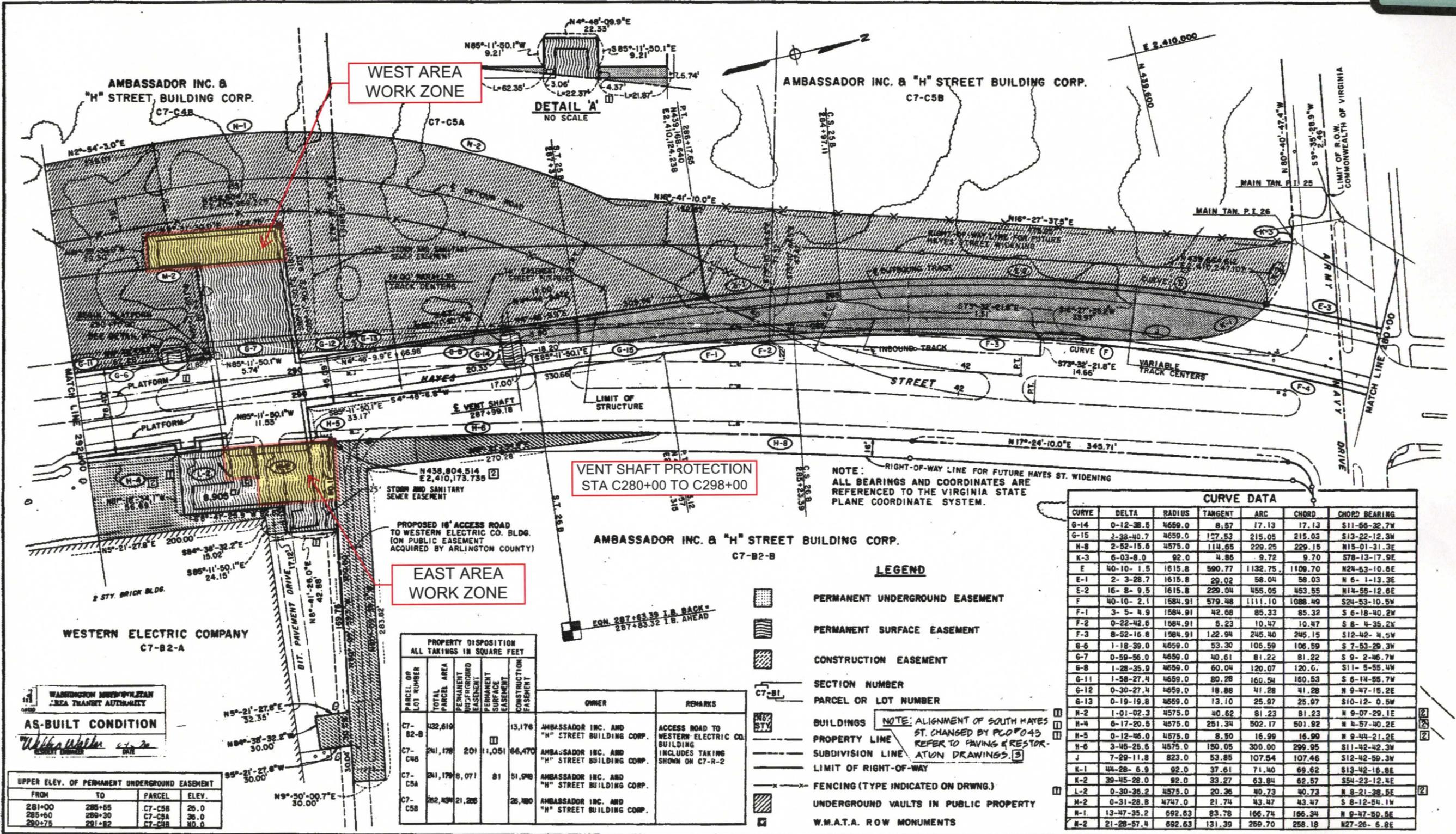
**SYSTEMWIDE UTILITY OUTGRANTS  
HUNTINGTON ROUTE  
SECTION C7 - STA 294+00-305+00**

SCALE 20 0 20 40

DRAWING NO.  
C07\_294+00-305+00

SHEET 015

Oct 24, 2002 - 4:12pm  
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WEST AREA WORK ZONE

VENT SHAFT PROTECTION  
STA C280+00 TO C298+00

EAST AREA WORK ZONE

NOTE: ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE VIRGINIA STATE PLANE COORDINATE SYSTEM.

CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	CHORD BEARING
G-14	0-12-38.5	4659.0	8.57	17.13	17.13	S11-56-32.7W
G-15	3-38-40.7	4659.0	127.53	215.05	215.05	S13-22-12.3W
H-8	2-52-15.6	4575.0	114.65	229.25	229.15	N15-01-31.3E
K-3	6-03-8.0	92.0	4.86	9.72	9.70	S78-13-17.9E
E	40-10-1.5	1615.8	590.77	1132.75	1109.70	N24-53-10.6E
E-1	2-3-28.7	1615.8	29.02	58.04	58.03	N 6- 1-13.3E
E-2	16- 8- 9.5	1615.8	229.04	455.05	453.55	N14-55-12.6E
F	40-10-2.1	1584.91	579.48	1111.10	1088.49	S24-53-10.5W
F-1	3- 5- 8.9	1584.91	42.68	85.33	85.32	S 6-18-40.2W
F-2	0-22-42.6	1584.91	5.23	10.47	10.47	S 8- 4-35.2E
F-3	8-52-16.8	1584.91	122.94	245.40	245.15	S12-42- 4.5W
G-6	1-18-39.0	4659.0	53.30	105.59	106.59	S 7-53-29.3W
G-7	0-59-56.0	4659.0	40.61	81.22	81.22	S 9- 2-46.7W
G-8	1-28-35.9	4659.0	60.04	120.07	120.06	S11- 5-55.4W
G-11	1-58-27.4	4659.0	80.28	160.54	160.53	S 6-14-55.7W
G-12	0-30-27.4	4659.0	18.86	41.28	41.28	N 9-47-15.2E
G-13	0-19-19.8	4659.0	13.10	25.97	25.97	S10-12- 0.5W
H-2	1-01-02.3	4575.0	40.62	81.23	81.23	N 9-07-29.1E
H-4	6-17-20.5	4575.0	251.34	502.17	501.92	N 4-57-40.2E
H-5	0-12-46.0	4575.0	8.90	16.99	16.99	N 9-44-21.2E
H-6	3-45-25.6	4575.0	150.05	300.00	299.95	S11-42-42.3W
J	7-29-11.8	823.0	53.85	107.54	107.46	S12-42-59.3W
K-1	44-28- 6.9	92.0	37.61	71.40	69.62	S13-42-16.8E
K-2	39-45-28.0	92.0	33.27	63.94	62.57	S24-23-12.4E
L-2	0-30-36.2	4575.0	20.36	40.73	40.73	N 8-21-38.5E
M-2	0-31-28.8	4747.0	21.74	43.47	43.47	S 8-12-54.1W
N-1	13-47-35.2	692.63	83.78	166.74	166.34	N 9-47-50.5E
N-2	21-28-57.4	692.63	131.39	269.70	258.18	N27-26- 6.8E

- LEGEND**
- PERMANENT UNDERGROUND EASEMENT
  - PERMANENT SURFACE EASEMENT
  - CONSTRUCTION EASEMENT
  - SECTION NUMBER
  - PARCEL OR LOT NUMBER
  - BUILDINGS
  - PROPERTY LINE
  - SUBDIVISION LINE
  - LIMIT OF RIGHT-OF-WAY
  - FENCING (TYPE INDICATED ON DRWNG.)
  - UNDERGROUND VAULTS IN PUBLIC PROPERTY
  - W.M.A.T.A. ROW MONUMENTS

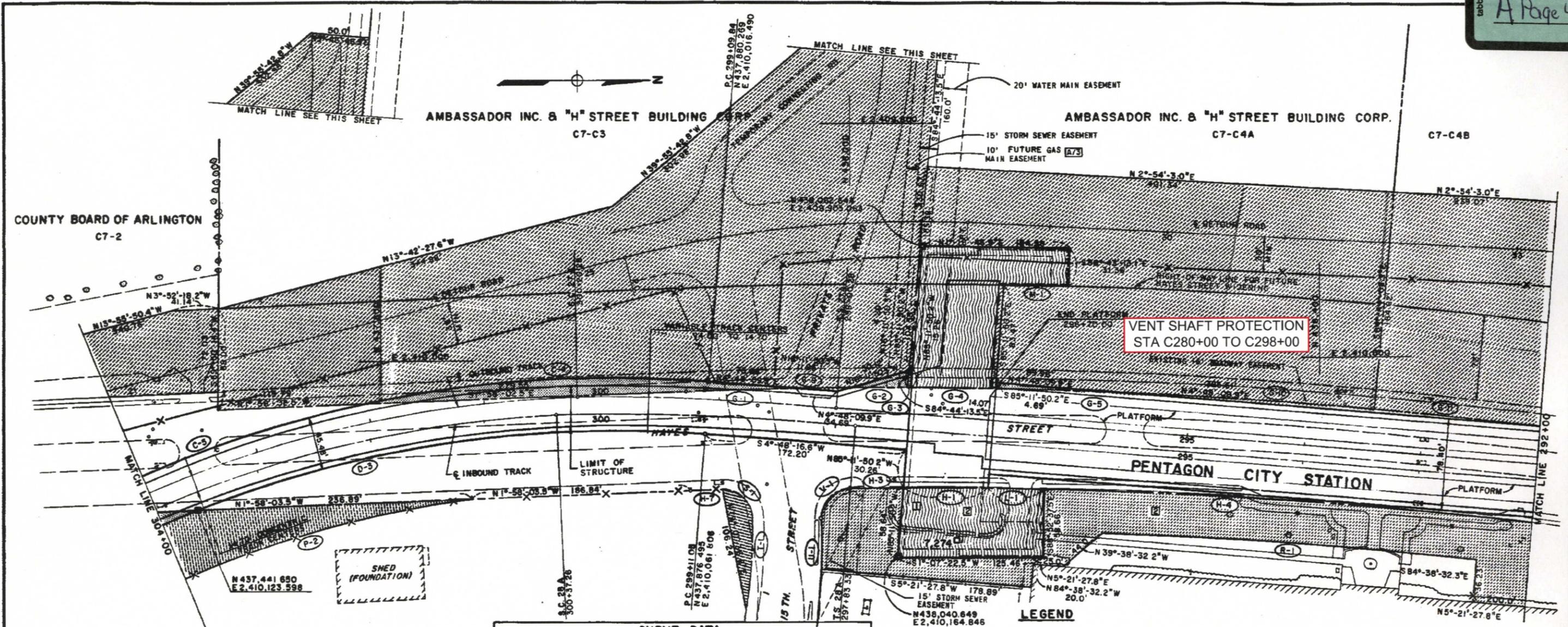
PROPERTY DISPOSITION ALL TAKINGS IN SQUARE FEET					OWNER	REMARKS
PARCEL OR LOT NUMBER	TOTAL PARCEL AREA	PERMANENT UNDERGROUND EASEMENT	PERMANENT SURFACE EASEMENT	CONSTRUCTION EASEMENT		
C7-82-B	432,619			13,176	AMBASSADOR INC. AND "H" STREET BUILDING CORP.	ACCESS ROAD TO WESTERN ELECTRIC CO. BLDG. INCLUDES TAKING SHOWN ON C7-R-2
C7-C4B	241,178	201	11,051	66,470	AMBASSADOR INC. AND "H" STREET BUILDING CORP.	
C7-C5A	241,179	8,071	81	51,540	AMBASSADOR INC. AND "H" STREET BUILDING CORP.	
C7-C5B	252,439	21,225		26,480	AMBASSADOR INC. AND "H" STREET BUILDING CORP.	

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
AS-BUILT CONDITION  
Robert G. James  
Robert G. James

UPPER ELEV. OF PERMANENT UNDERGROUND EASEMENT		
FROM	TO	PARCEL ELEV.
281+00	285+55	C7-C5B 26.0
285+60	289+30	C7-C5A 36.0
290+75	291+82	C7-C5B 40.0

DESIGNED R.D. HAMPTON	DATE	NUMBER	DESCRIPTION	DATE	BY	DESCRIPTION		<b>WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY</b> GREEN ASSOCIATES CONSULTING ENGINEERS DE LEUW, CATHER & COMPANY GENERAL ENGINEERING CONSULTANT HARRY WEESE & ASSOCIATES GENERAL ARCHITECTURAL CONSULTANT	<b>HUNTINGTON ROUTE</b> RIGHT-OF-WAY STA. 280+00 TO STA. 292+00 SCALE 1"=40' DRAWING NO. C7-R-3 M44-11
DRAWN J.B. DILLY				11-12-73	J.B.D.	ADDED ELEV. EASEMENTS P.C.O. #44			
CHECKED				7-29-75	R.G.J.	ADD SURFACE & CONSTR. EASEMENT PAR. C7-B2-A & RELOCATED MONUMENT P.C.O. #51			
APPROVED				3-30-76	R.G.J.	NOTE ADDED PER P.C.O. #43, AS-BUILT			

A/3



COUNTY BOARD OF ARLINGTON  
C7-2

AMBASSADOR INC. & "H" STREET BUILDING  
C7-C3

AMBASSADOR INC. & "H" STREET BUILDING CORP.  
C7-C4A

C7-C4B

AMBASSADOR INC. & "H" STREET BUILDING CORP.  
C7-B1

PARCEL OR LOT NUMBER	TOTAL PARCEL AREA	PERMANENT UNDERGROUND EASEMENT	PERMANENT SURFACE EASEMENT	CONSTRUCTION EASEMENT
C7-B2A	740,730	16,179	31,576	
C7-C3	882,888	3,066	109,960	
C7-C4A	234,448	257	10,261	62,570

NOTE:  
ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE VIRGINIA STATE PLANE COORDINATE SYSTEM.

OWNER	REMARKS
WESTERN ELECTRIC COMPANY	INCLUDES TAKING SHOWN ON C7-R-3
AMBASSADOR INC. AND "H" STREET BUILDING CORP.	
AMBASSADOR INC. AND "H" STREET BUILDING CORP.	

CURVE	DELTA	RADIUS	TANGENT	ARC	CHGd	CORD BEARING
C-5	15-29-44.1	1028.69	139.90	278.21	27.36	N19-35-49.4W
C-4	16-39-13.5	1028.69	150.56	299.00	27.95	N 3-30-10.3W
D-3	26-48-45.2	983.21	225.30	442.95	439.21	S 8-5-15.5E
G-1	1-8-57.4	4659.0	46.73	93.45	93.45	E 1-23-33.8E
G-2	0-34-33.7	4659.0	23.42	46.84	46.84	S 0-2-10.9W
G-3	0-2-59.1	4659.0	2.02	4.05	4.05	S 0-20-52.34
G-4	0-53-15.4	4659.0	36.09	72.18	72.17	S 0-49-4.1W
G-5	1-6-26.1	4659.0	45.04	90.08	90.08	S 1-48-55.7W
G-9	0-33-58.7	4659.0	23.02	46.05	46.05	S 0-32-5.2E
G-10	2-53-32.5	4659.0	117.62	235.19	235.17	S 3-43-55.5W
H-1	0-54-14.3	4575.0	36.09	72.13	72.18	N 0-44-40.3E
H-3	0-33-01.9	4575.0	21.98	43.96	43.96	N 0-01-01.9E
L-1	0-37-12.6	4575.0	24.76	49.52	49.52	N 1-30-23.6E
M-1	0-39-21.6	4747.0	27.18	54.35	54.35	S 1-39-19.0W
P-2	57-20-34.5	933.21	510.31	933.98	853.48	N35-47-49.2W
R-1	4-1-34.8	4537.0	159.48	318.83	318.76	N 4-26-19.4E
S-1	90-42-14.7	25.0	25.31	35.57	35.57	N43-43-46.1E
T-1	9-45-5.5	470.0	40.09	79.99	79.90	S86-3-55.0E
U-1	4-55-35.6	530.0	22.80	45.57	45.56	N88-32-20.2W
V-1	90-44-39.1	25.0	25.33	39.59	39.58	N45-37-48.3W
H-7	0-13-25.9	4575.0	12.98	25.96	25.96	N 1-48-19.5W

**LEGEND**

- PERMANENT UNDERGROUND EASEMENT
- PERMANENT SURFACE EASEMENT
- CONSTRUCTION EASEMENT
- SECTION NUMBER
- PARCEL OR LOT NUMBER
- BUILDINGS
- PROPERTY LINE
- SUBDIVISION LINE
- LIMIT OF RIGHT-OF-WAY
- FENCING (TYPE INDICATED ON DRAWING)
- UNDERGROUND VAULTS IN PUBLIC PROPERTY
- W.M.A.T.A. ROW MONUMENTS

WESTERN ELECTRIC COMPANY  
C7-B2A

2 STY BRICK BLDG.

UPPER ELEVATION OF PERMANENT UNDERGROUND EASEMENT			
FROM	TO	PARCEL	ELEV.
295+75	297+40	C7-C4-A	41.0
297+40	302+00	C7-C3	33.0

NOTE: ALIGNMENT OF S. HAYES ST. CHANGED BY P.C.O.#043. REFER TO PAVING & RESTORATION DRAWINGS.

**ATTACHMENT 3B**

AS-BUILT CONDITION

DESIGNED	DATE	NUMBER	DESCRIPTION	DATE	BY	DESCRIPTION
R.D. HAMPTON				11/2/71	J.B.D.	CHANGED "PROPOSED" TO "FUTURE" [A/3]
J.B. DILLY				11/12/73	J.B.D.	CHANGED PROP. DISPOSITION TABLE [1]
K.J. KRACH				7-29-75	R.G.J.	ADD SURFACE & CONSTR. EASEMENT PAR. C7-B2-A, P.C.O. #51 [2]
R.D. HAMPTON	9-2-77			3-30-76	T.E.J.	NOTE ADDED PER PCO 43 AS BUILT

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

GREEN ASSOCIATES CONSULTING ENGINEERS  
Robert G. James

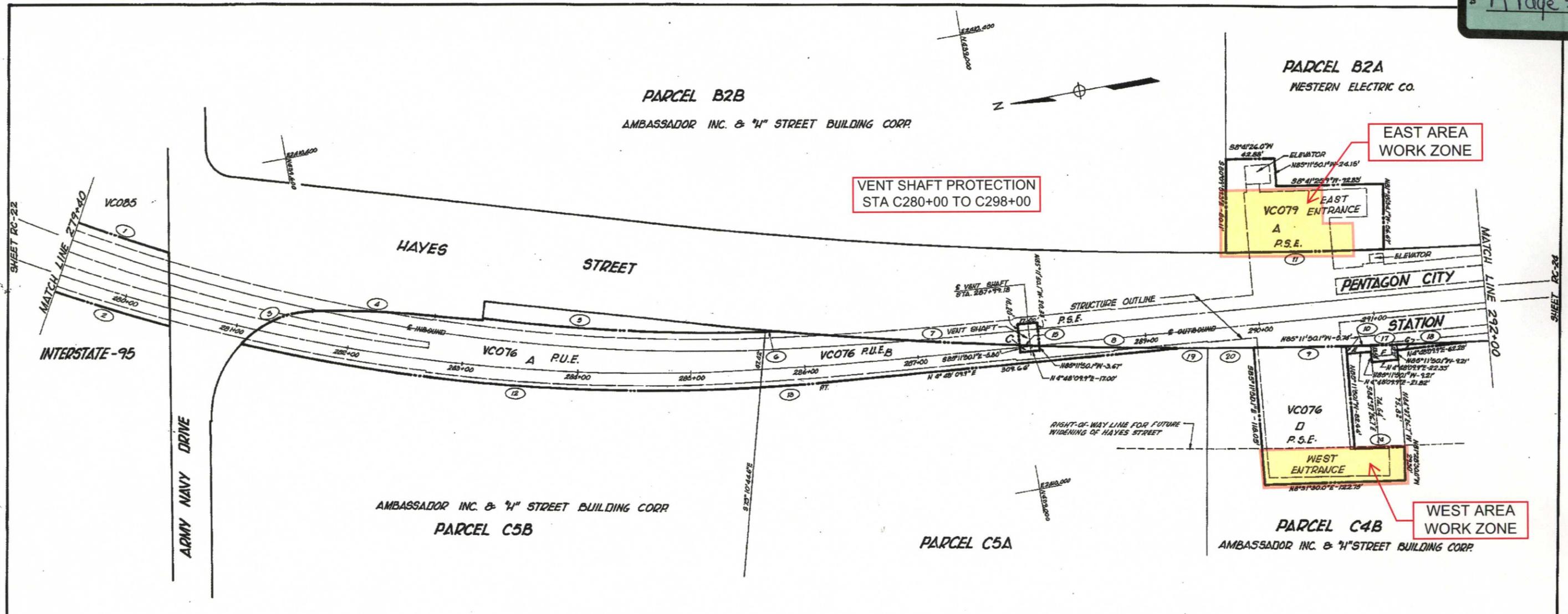
DE LEUW, CATHAR & COMPANY  
GENERAL ENGINEERING CONSULTANT

HARRY WEESE & ASSOCIATES  
GENERAL ARCHITECTURAL CONSULTANT

**HUNTINGTON ROUTE**  
RIGHT-OF-WAY  
STA. 292+00 TO STA. 304+00

SCALE: 1" = 40'

DRAWING NO. C7-R-2 M44-10



**NOTES**

- COORDINATES ARE BASED ON THE STATE COORDINATE SYSTEM, 1974 ADJUSTED N.G.S. FIELD GEOGRAPHIC POSITIONS.
- DISTANCES WITHOUT BEARINGS ARE CONSIDERED TO BE NORTH/SOUTH OR EAST/WEST.
- ELEVATIONS SHOWN ARE BASED ON U.S.C. & G.S. MEAN SEA LEVEL DATUM, 1929 GENERAL ADJUSTMENT.

**LEGEND**

- W.M.A.T.A. PROPERTY LINE
- PROPERTY LINE
- ( ) CURVE NUMBER
- - - ACCESS EASEMENT

**W.M.A.T.A. PROPERTY DESCRIPTION**

W.M.A.T.A. PARCEL NO.	CERTIFICATION NUMBER	CONDEMNATION RECORD	PERMIT/LEASE NUMBER	AREA IN SF	INTEREST ACQUIRED	GRANTOR	LIBER	FOLIO	ELEVATION		ESTATE CERS.	CHANGES
									UPPER	LOWER		
VC085	P178/2046					COMMONWEALTH OF VIRGINIA (V.D.M.)						
VC076	P178/2046					A R.U.E.			26.0'			DEED NOT YET AVAILABLE
						B R.U.E.			36.0'			
						C R.S.E.						
						D R.S.E.						
						E R.U.E.			40.0'			
						F R.S.E.						
						G R.U.E.			40.0'			
VC079	P178/1898					WESTERN ELECTRIC CO. INC.	2041	160				

**CURVE DATA (CONTINUED)**

CURVE NO.	DELTA	RADIUS	ARC
19	0°19'28"	4695.0'	25.97'
20	0°30'22"	4695.0'	41.25'

**CURVE DATA**

CURVE NO.	DELTA	RADIUS	ARC
1	1°44'42"	1584.91'	690.89'
2	2°36'42"	1615.80'	619.60'
3	4°28'06"	92.0'	71.40'
4	7°29'18"	823.0'	107.54'
5	9°52'26"	1584.91'	245.40'
6	0°22'42"	1584.91'	10.67'
7	2°38'42"	4695.0'	215.05'
8	1°28'36"	4695.0'	120.07'
9	0°29'54"	4695.0'	31.22'
10	0°18'28"	4695.0'	21.67'
11	1°21'28"	4695.0'	133.95'
12	1°43'08"	1615.80'	459.05'
13	2°03'28"	1615.80'	55.04'
14	0°31'28"	4695.0'	45.67'
15	0°12'36"	4695.0'	17.13'
17	0°16'30"	4695.0'	22.37'
18	0°46'06"	4695.0'	62.25'

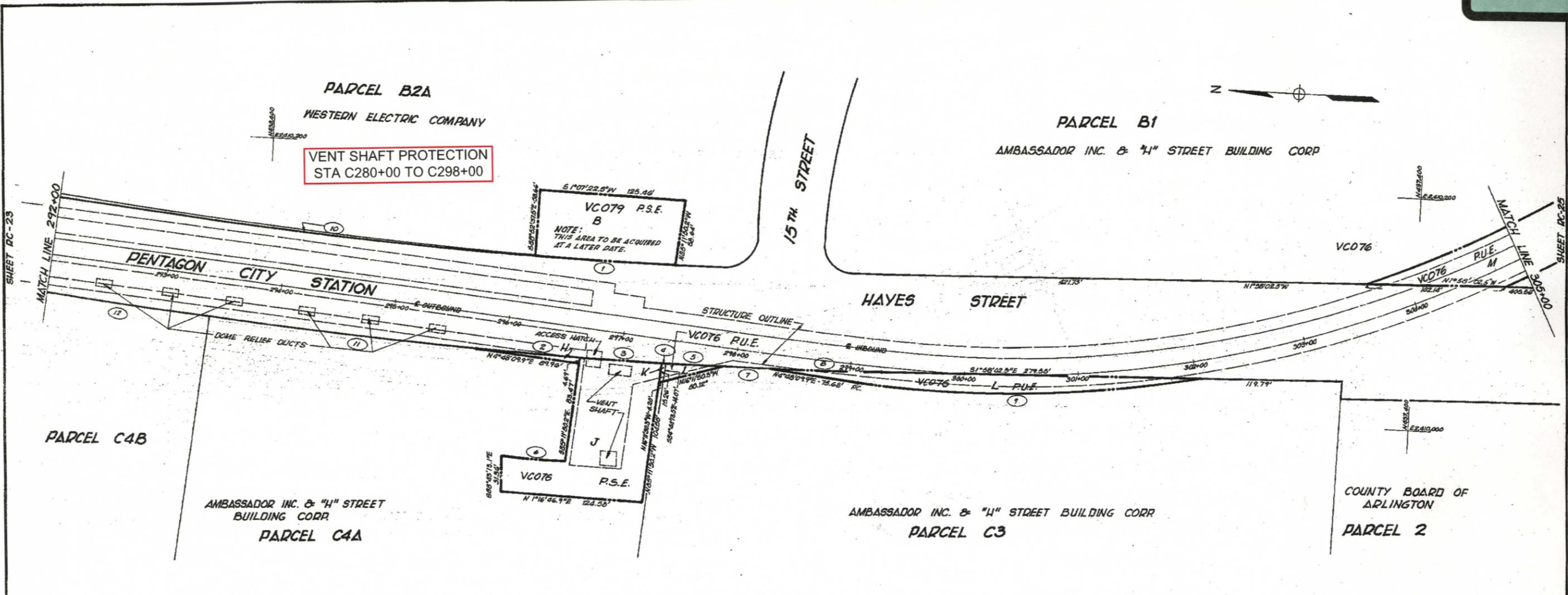
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
**OWNERSHIP MAP**

**HUNTINGTON ROUTE**  
STA. 279+40 TO STA. 292+00

DE LEUW, CATHER & COMPANY - GENERAL ENGINEERING CONSULTANT

SCALE: HORIZ 1"=40'  
DRAWING NO. DC-23

DESIGNED BY: J. CASAGANOV  
 DRAWN BY: J. CASAGANOV  
 CHECKED BY: E. Gohal  
 DATE: 4/1/78  
 APPROVED BY: E. Gohal  
 DATE: 4/1/78



**NOTES**

- COORDINATES ARE BASED ON THE STATE COORDINATE SYSTEM, 1974 ADJUSTED N.G.S. FIELD GEOGRAPHIC POSITIONS.
- DISTANCES WITHOUT BEARINGS ARE CONSIDERED TO BE NORTH/SOUTH OR EAST/WEST.
- ELEVATIONS SHOWN ARE BASED ON U.S.C. & G.S. MEAN SEA LEVEL DATUM, 1929 GENERAL ADJUSTMENT.

**W.M.A.T.A. PROPERTY DESCRIPTION**

W.M.A.T.A. PARCEL NO.	CERTIFICATION NUMBER	CONDEMNATION RECORD	PERMIT/LEASE NUMBER	AREA IN SF	INTEREST ACQUIRED	GRANTOR	LIBER	FOLIO	ELEVATION		ESTATE CERT.	CHANGES
									UPPER	LOWER		
VC076	7178/ R026			197	R.U.E.	CAFRTZ (C4A)			41.0'			DEED NOT YET AVAILABLE
				10,261	R.R.E.				41.0'			
				60	R.U.E.				33.0'			
				3,966	R.U.E.	(C3)			36.0'			
				26,717	R.U.E.	(B-1)						
VC079	7178/ R398			1,674	R.S.E.	WESTERN ELECTRIC						DEED NOT YET AVAILABLE

CURVE DATA			
CURVE NO.	DELTA	RADIUS	ARC
1	1°3'26.9"	4575.0'	121.70'
2	1°6'28.1"	4659.0'	92.08'
3	0°53'16.4"	4692.0'	72.18'
4	0°42'59.4"	4659.0'	62.05'
5	0°34'53.7"	4659.0'	49.84'
6	0°32'21.6"	4742.0'	54.36'
7	0°33'58.7"	4659.0'	46.05'
8	1°08'01.4"	4692.0'	78.45'
9	1°09'13.5"	1028.69'	299.0'
10	6°17'20.5"	4575.0'	502.11'
11	2°53'32.5"	4659.0'	253.19'
12	1°58'17.4"	4638.0'	162.52'

**LEGEND**

--- W.M.A.T.A. PROPERTY LINE

--- PROPERTY LINE

(2) CURVE NUMBER

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY  
**OWNERSHIP MAP**

**HUNTINGTON ROUTE**  
STA. 292+00 TO STA. 305+00

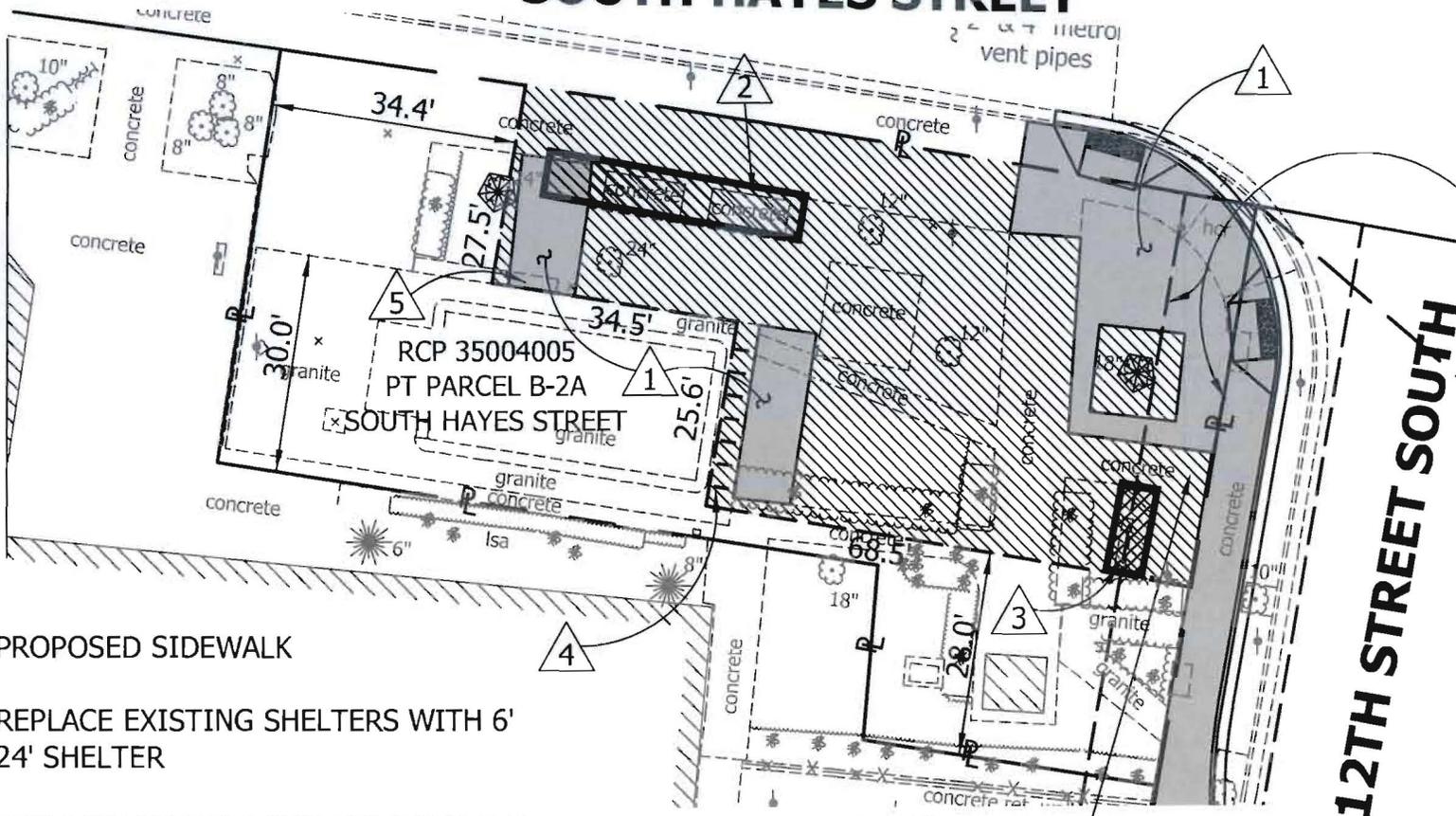
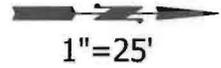
DE LEUW, CATHAR & COMPANY - GENERAL ENGINEERING CONSULTANT

SCALE: HORIZ. 1" = 40'  
DRAWING NO. **DC-24**

**ATTACHMENT 4B**

DESIGNED: A. CHESNAK/201  
DRAWN: A. CHESNAK/201  
CHECKED: S. Johnson 4/1/78  
DATE: 5-10-77  
APPROVED: S-10-77

# SOUTH HAYES STREET



- 1 PROPOSED SIDEWALK
- 2 REPLACE EXISTING SHELTERS WITH 6' 24' SHELTER
- 3 REPLACE EXISTING SHELTER WITH 6' X 12' SHELTER
- 4 PROPOSED (7) 'U' STYLE BICYCLE RACKS
- 5 REMOVE EXISTING BENCH

TEMPORARY  
CONSTRUCTION  
EASEMENT  
4,576 SF

EXHIBIT 'B'

PARTIAL PLAN VIEW OF  
**TEMPORARY CONSTRUCTION EASEMENT PLAN**  
PENTAGON CITY MULTI-MODAL - 15TH STREET SOUTH TO ARMY NAVY DRIVE  
JANUARY 18, 2011

REVISED 1.28.11  
REVISED 2.22.11  
REVISED 3.22.11  
REVISED 7.14.11  
REVISED 8.01.11  
REVISED 9.20.11

SHEET 1 OF 1

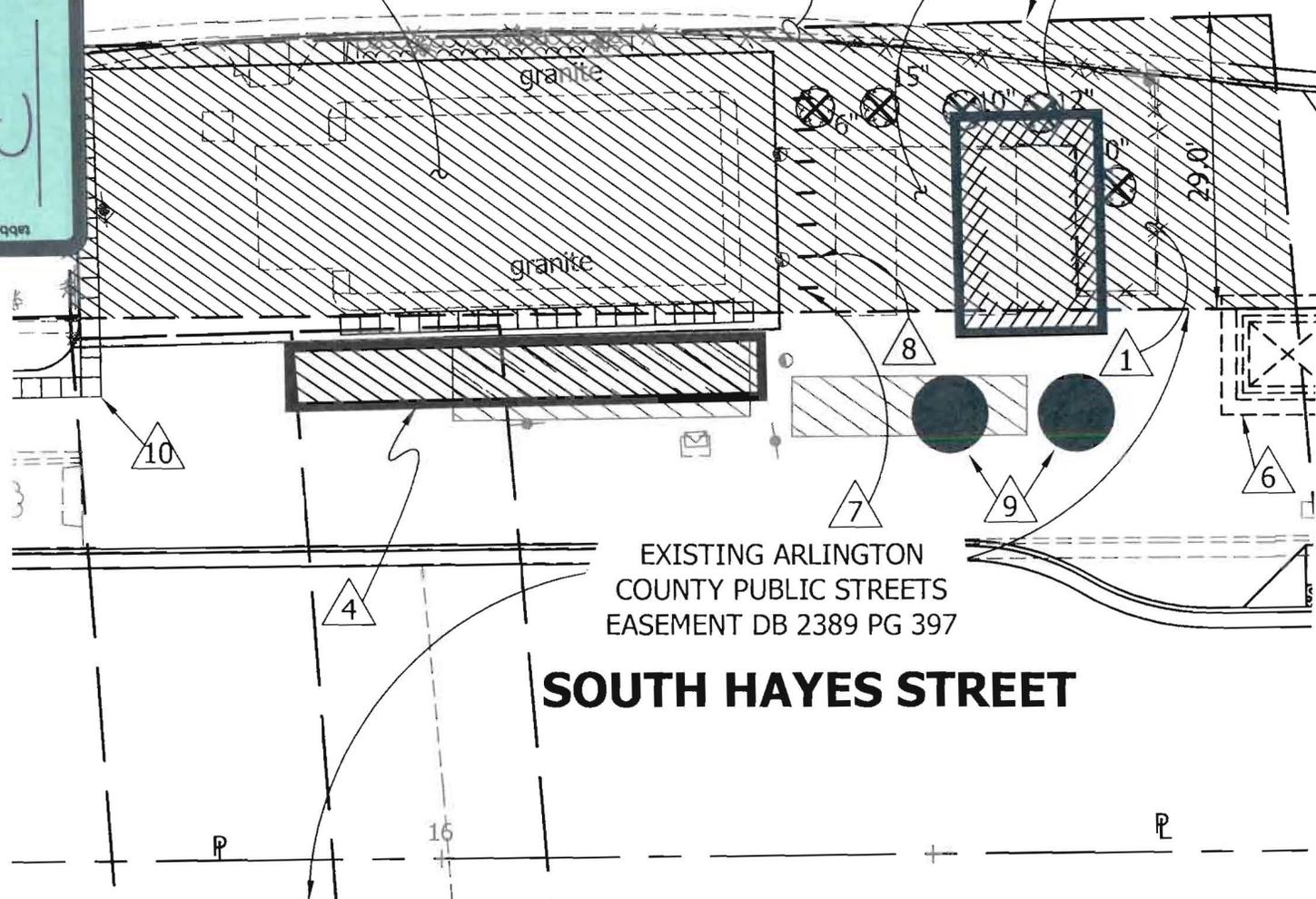


TEMPORARY CONSTRUCTION EASEMENT 3,501 SF

RCP 35005029  
PARCEL C-2-B-5  
850 ARMY NAVY DRIVE

EXISTING WMATA EASEMENT  
FROM RCP 35005029  
DB 1962 PG 360

1"=25'



- 1 PROPOSED SIDEWALK
- 2 EXIST. BICYCLE STORAGE BOXES TO BE REMOVED
- 3 EXISTING FENCE TO BE REMOVED
- 4 PROPOSED 6' X 48' PED. SHELTER (2)
- 5 PROPOSED 14' X 22' BIKE SHELTER
- 6 FUTURE ELEVATOR
- ⊗ EXISTING TREE REMOVAL
- 7 REMOVE EXIST. BOLLARDS
- 8 PROPOSED (7) 'U' STYLE BICYCLE RACKS.
- 9 PROPOSED PLANTER BENCHES (2)
- 10 EXIST. MEDIA BOXES TO REMAIN (TYP.)

EXISTING ARLINGTON COUNTY PUBLIC STREETS EASEMENT DB 2389 PG 397

### SOUTH HAYES STREET

EXHIBIT 'C'

PARTIAL PLAN VIEW OF  
**TEMPORARY CONSTRUCTION EASEMENT PLAN**  
PENTAGON CITY MULTI-MODAL - 15TH STREET SOUTH TO ARMY NAVY DRIVE  
FEBRUARY 22, 2011

REVISED 3.22.11  
REVISED 4.11.11  
REVISED 8.01.11  
REVISED 9.20.11



July 25, 2011

Ms. Katherine D. Youngbluth  
Capital Projects Management Coordinator  
Department of Environmental Services  
2100 Clarendon Boulevard, Suite 900  
Arlington, VA 22201

Re: Pentagon City Multi-Modal Improvement Project  
PCN 251137

Dear Ms. Youngbluth:

Reference is made to your July 19, 2011 letter together with the revised and latest plans (55 sheets, 11" x 17") for the above project.

WMATA Office of Joint Development and Adjacent Construction (JDAC) reviewed the drawing submittal in accordance with the July 12, 2011 review comments and find it acceptable as the basis for the execution of this project and hereby issue its conditional approval.

These drawings shall be part of exhibits of the real estate permit as the "Approved Construction Drawings and Specifications." Any discrepancy found after the project installation should be reflected in the as-built documents as required by WMATA Adjacent Construction Project Manual.

If you have any questions, or require additional information, please contact F. Ranni Manzanero of my staff at 301-618-1017.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom P. Crone".

Thomas P. Crone, CCM  
Manager, Adjacent Construction

**Washington  
Metropolitan Area  
Transit Authority**

600 Fifth Street, NW  
Washington, D.C. 20001  
202/962-1234

By Metrorail:  
Judiciary Square-Red Line  
Gallery Place-Chinatown  
Red, Green and  
Yellow Lines

A District of Columbia,  
Maryland and Virginia  
Transit Partnership

cc: JDAC – R. Manzanero  
SAAM – Heidi Ackerman

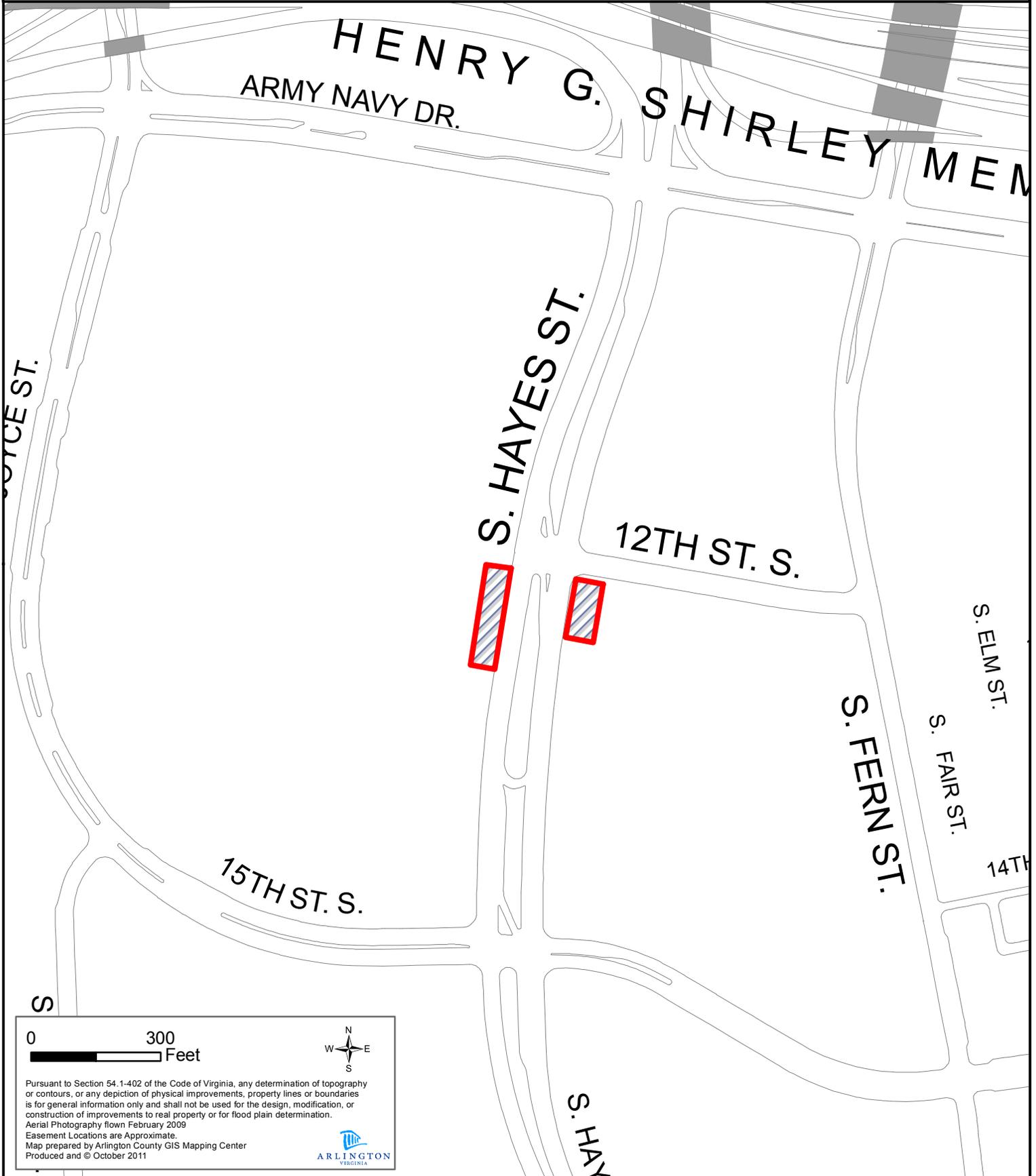
# Vicinity Map WMATA Permit Pentagon City Multi-Modal Project



0 100 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 © October 2011

Vicinity Map  
WMATA Permit  
Pentagon City Multi-Modal Project



0 300 Feet



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