



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of December 13, 2011

DATE: December 7, 2011

SUBJECT: Adoption of a Resolution (1) Authorizing a Bona Fide Offer to Purchase the Land and Improvements at 2020 14th Street North in Arlington County, (2) Approving an Agreement of Sale to be Sent with the Bona Fide Offer to the Owner of that Property, (3) Authorizing the County Manager to Execute the Agreement of Sale on Behalf of the County Board, (4) Authorizing the Acquisition, for Public Purposes and by Eminent Domain, of the Parcels of Real Estate with Improvements, Known as Lots 3 & 4, Block 14, of the Subdivision of Ft. Myer Heights, as said Subdivision is Shown on a Plat Recorded in Deed Book N-4, at Page 50, Among the Land Records of Arlington County, Virginia, Which Portion Contains 11,000 Square Feet, More or Less, and All of Those Portions of Lots 1 & 2, Block 14, of the Subdivision of Ft. Myer Heights, Containing 10,311 Square Feet, More or Less, as Shown on a Plat Attached to a Deed Recorded in Deed Book 1129, at Page 535, Among the Land Records of Arlington County, Virginia, Which Lots are Located at 2020 14th Street North, Arlington, Virginia, 22201, and identified as RPC # 17-016-012 & # 17-016-013, and Which Parcels Consist of a Total of 21,311 Square Feet, Subject to and Excepting from Acquisition by Eminent Domain Certain Leases Identified in the Resolution; and (5) Appropriating \$15 million from the Utilities Fund PAYG account to the General Fund PAYG account as a temporary loan pending reimbursement to the Utilities Fund PAYG account by the issuance of revenue bonds through the Arlington County Industrial Development Authority.

C. M. RECOMMENDATION:

Adopt the attached Resolution (**Attachment # 1**) that:

- (1) authorizes a bona fide offer to purchase the land and improvements at 2020 14th Street North in Arlington County,
- (2) approves an Agreement of Sale to be sent with the bona fide offer to the owner of that property,
- (3) authorizes the County Manager to execute that Agreement of Sale on behalf of the County Board,
- (4) authorizes the acquisition, for public purposes and by eminent domain, of the parcels of real estate with improvements, known as Lots 3 & 4, Block 14, of the Subdivision

County Manager:

BMD/kma

County Attorney:

BRC

GM

35.

Staff: Greg Emanuel; Uri Arkin; Michael Halewski; Lynne Porfiri - DES

of Ft. Myer Heights, as said Subdivision is Shown on a Plat Recorded in Deed Book N-4, at Page 50, Among the Land Records of Arlington County, Virginia, which portion contains 11,000 Square Feet, More or Less, and All of Those Portions of Lots 1 & 2, Block 14, of the Subdivision of Ft. Myer Heights, Containing 10,311 Square Feet, More or Less, and Shown on a Plat Attached to a Deed Recorded in Deed Book 1129, at Page 535, Among the Land Records of Arlington County, Virginia, Which Lots are Located at 2020 14th Street North, Arlington, Virginia, 22201, and identified as RPC # 17-016-012 & # 17-016-013, and which parcels consist of 21,311 total square feet, subject to and excepting from acquisition by eminent domain certain leases identified in the Resolution; and

- (5) appropriates \$15 million from the Utilities Fund PAYG account (fund 519) to the General Fund PAYG account (fund 313) as a temporary loan pending reimbursement to the Utilities Fund PAYG account by the issuance of revenue bonds through the Arlington County Industrial Development Authority (“IDA”).

ISSUES: Whether or not to authorize and direct the County Manager, or her designee, to make a bona fide offer to purchase the subject property with improvements and, if the offer is not accepted, whether or not to authorize and direct the acquisition of the property and improvements by eminent domain, subject to certain leases identified in the Resolution. Additionally, the Board is asked to appropriate funds for the acquisition.

SUMMARY: Arlington County has a need for space in the Courthouse area to accommodate County office space; space for a comprehensive homeless services center and year-round homeless shelter; and County vehicular fleet storage and parking space. After an analysis of the commercial office properties available in the Courthouse submarket, County staff identified the real property and improvements located at 2020 14th St. North in Arlington (“subject property”) as the most suitable property for the County’s purposes. The subject property would provide the County with a building that can be renovated for use as County office space; space for a comprehensive homeless services center and year-round homeless shelter; and County vehicular fleet storage and parking space. If the County Board adopts the attached Resolution and if the County’s bona fide offer is not accepted by the owner and if an agreement is not reached for the voluntary sale of the subject property to the County, then the attached Resolution will enable the County to acquire the subject property by eminent domain, subject to certain leases identified in the Resolution.

BACKGROUND: The subject property is located at the southeast corner of the intersection of North Courthouse Road and 14th Street North, in the Courthouse submarket of Arlington. The subject property is shown in **Attachments # 2, 3, and 4** to this Report. The existing building located on the property is currently used as a multi-tenant commercial office building with ground-level retail. There are currently 18 office tenants, three retail tenants, and one parking tenant in the building.

After an extensive analysis of the commercial office properties available in the Courthouse submarket, County staff identified the subject property as the most suitable property for additional County office space, and for vehicular fleet storage and parking. County staff also

identified a portion of the building as suitable for conversion to use as a comprehensive homeless services center and year-round homeless shelter to replace the emergency winter shelter located at 2049 15th Street North in the Courthouse area.

Since November 2010, County staff has been attempting to reach a negotiated sales agreement with the owner of the subject property. An appraisal commissioned by the County indicates that the current appraised value of the subject property is Twenty-Five Million Five Hundred Thousand Dollars (\$25,500,000). This value was determined by John M. Lansbury, MAI, of Metropolitan Commercial Valuations, LLC, on October 7, 2011, and effective as of October 4, 2011.

DISCUSSION: The County and the property owner have been unable to agree on a sale price for the property. If no voluntary sale is agreed to between the property owner and the County Board, then it will be necessary for the County Board to commence eminent domain proceedings against the subject property and its owner in order to acquire the subject property in fee simple, subject to certain leases stated in the Resolution that will be excepted from any eminent domain action. The acquisition by eminent domain will include extinguishment of eight current leases for the second, third and fourth floors of the building, as well as the parking lease.

If the County acquires the subject property, the County will begin renovation of portions of the G-1 level of the underground garage and portions of the parking breezeway, all of the second and third floors, and portions of the fourth floor to accommodate County office space and space for a comprehensive homeless services center and year-round homeless shelter. County staff intend for the leases of the existing retail tenants (Ragtime, Highland Shoe Repair, and Courthouse Deli) and all existing tenants on the fifth through seventh floors not to be directly affected by the condemnation action authorized in the Resolution. County staff intend for those tenants to remain in the building for the terms of their respective leases. County office functions may fill in the office space occupied by certain tenants as some of the existing leases (those not extinguished by eminent domain) expire and the existing tenants vacate the building. The longest current office lease expires on February 28, 2017. If the County acquires the subject property, then the County prefers to retain retail tenants in the ground floor of the building.

The County Manager recommends that the County Board adopt the attached Resolution resolving, among other things, that:

1. Acquisition of the subject property is necessary for public purposes;
2. The work and improvements to be made within and upon the subject property are necessary to provide County office space; space for a comprehensive homeless services center and year-round homeless shelter; and County vehicular fleet storage and parking space;
3. The public purposes and needs stated and discussed above necessitate that the County Board acquire the subject property for such purposes; and

4. a. A public necessity exists for the acquisition of the subject property for public purposes;
- b. The subject property shall be used for public purposes; and
- c. Such public uses may be approved and in this case are approved by the County Board pursuant to §§ 15.2-734, -1800, -1901, -1901.1, and -1903 of the Code of Virginia (1950, amended) and other laws of the Commonwealth of Virginia.

By adopting the attached Resolution, the County Board will authorize and direct the County Manager, or her designee, to make a bona fide offer to acquire the subject property in fee simple from the owner. If such effort is ineffectual, or if the terms of a purchase cannot be agreed upon by the County and the owner, then the adopted Resolution will authorize and direct the County Attorney, or any attorney employed by him, to institute and conduct, in the name of the County Board, condemnation proceedings in the Circuit Court of Arlington County, Virginia, to acquire the subject property from the owner, less and except the existing leasehold interests of the three ground-level retail tenants and the tenants on the fifth through seventh floors. The leases that are to be excluded from any condemnation action are expressly identified in the Resolution. Although the lease for the fourth floor would be included in any condemnation action, the County may attempt to negotiate a new lease of the fourth floor with the current tenant, less the small portion of the fourth floor that the County will need as part of the comprehensive homeless services center construction. The Resolution authorizes the County Manager, or her designee, to verify the Petition in such condemnation, and authorizes and directs counsel for the County Board to take all such action as may be necessary to conduct the proceedings to a conclusion consistent with the Resolution and any subsequent action or actions of the County Board regarding this matter.

LEGAL NOTICE: Notice of a public hearing regarding the proposed adoption of the Resolution was published in a newspaper having general circulation in Arlington County on November 22, 2011, and November 30, 2011.

FISCAL IMPACT: If a condemnation suit is filed by the County, then it is possible that during the course of the condemnation proceedings the Circuit Court or its commissioners may determine that the fair market value of the subject property exceeds the \$25.5 million appraised value determined by the County's appraiser. So long as the County, before or after the Court's or commissioners' determination of the subject property's fair market value, has not entered upon the subject property, the County may choose whether or not to acquire the subject property. If, after filing a Petition for Condemnation, the County decides not to acquire the subject property, then the County may be required to pay the attorney's fees, lay and expert witness fees, and other reasonable expenses of the owner of the subject property.

In addition to the acquisition cost of the Property, the County Code and the Code of Virginia may require payment of certain relocation expenses to the relocated property owner and tenants. County staff, in reliance on an outside relocation consultant, estimates the potential expenses may be approximately \$800,000 for relocating the owner and the tenants currently occupying the garage and the second, third, and fourth floors of the building (if relocation of the fourth floor

tenant is necessary). The actual relocation costs and expenses to be paid by the County to displaced parties cannot be determined until displaced tenants' actual incurred costs are determined.

Funds are available for the acquisition of the Property in the following funds: \$12 million in the General Fund PAYG account (fund 313), and \$15 million, in the form of a temporary loan, from the Utilities PAYG account (fund 519). The temporary loan from the Utilities Fund PAYG account has no material fiscal impact and is only necessary on an interim basis should a bona fide offer be accepted by the owner.

Permanent funding will be necessary in order to cover the cost of the acquisition (\$25.5 million), renovation of floors 1-3 of the Property (\$4 million), and estimated tenant relocation costs (\$800,000). Staff is estimating a total cost of \$34 million. This includes a contingency of \$3.7 million to account for any potential increases to the overall project budget. Sources of funding include: 1) \$12 million from previously allocated General Fund PAYG; and 2) the issuance of approximately \$22 million in bonds through the Arlington County IDA. The bonds will be issued as taxable-rate subject-to-appropriation debt with a 20- or 25-year maturity.

Assuming that the issuance of the bonds occurs in FY 2012, debt service is expected to increase FY 2013 General Fund debt service by approximately \$1.7 - \$2.0 million. This amount may be lower if the bonds are not issued until FY 2013. Approximately \$5 million of additional funding will be required to complete renovations of floors 4 through 7. This is expected to occur in a phased manner from 2014-2017 as current leases expire. Overall maintenance of the building is expected to increase the County's operating budget. The current owner's building maintenance expenses are approximately \$817,000 per year. The County can expect similar building maintenance expenses, a portion of which will be passed through to the remaining tenants in accordance with the terms of each tenant's respective lease. The operation of a comprehensive homeless services center and year-round homeless shelter is also expected to increase the County's operating budget. These costs will depend on the amount of additional programming provided, and may range from \$500,000 or more on an annual basis.

RESOLUTION

(1) AUTHORIZING A BONA FIDE OFFER TO PURCHASE THE LAND AND IMPROVEMENTS AT 2020 14TH STREET NORTH IN ARLINGTON COUNTY, (2) APPROVING AN AGREEMENT OF SALE TO BE SENT WITH THE BONA FIDE OFFER TO THE OWNER OF THAT PROPERTY, (3) AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT OF SALE ON BEHALF OF THE COUNTY BOARD, (4) AUTHORIZING THE ACQUISITION, FOR PUBLIC PURPOSES AND BY EMINENT DOMAIN, OF THE PARCELS OF REAL ESTATE WITH IMPROVEMENTS, KNOWN AS LOTS 3 & 4, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, AT PAGE 50, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA, WHICH PORTION CONTAINS 11,000 SQUARE FEET, MORE OR LESS, AND ALL OF THOSE PORTIONS OF LOTS 1 & 2, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, CONTAINING 10,311 SQUARE FEET, MORE OR LESS, AS SHOWN ON A PLAT ATTACHED TO A DEED RECORDED IN DEED BOOK 1129, AT PAGE 535, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA, WHICH LOTS ARE LOCATED AT 2020 14TH STREET NORTH, ARLINGTON, VIRGINIA, 22201, AND FURTHER IDENTIFIED AS RPC # 17-016-012 & # 17-016-013, AND WHICH PARCELS CONSIST OF A TOTAL OF 21,311 SQUARE FEET, SUBJECT TO AND EXCEPTING FROM ACQUISITION BY EMINENT DOMAIN CERTAIN LEASES IDENTIFIED IN THIS RESOLUTION, AND (5) APPROPRIATING \$14 MILLION FROM THE UTILITIES FUND PAYG ACCOUNT (FUND 519) TO THE GENERAL FUND PAYG ACCOUNT (FUND 313) AS A TEMPORARY LOAN PENDING REIMBURSEMENT TO THE UTILITIES FUND PAYG ACCOUNT BY THE ISSUANCE OF REVENUE BONDS THROUGH THE ARLINGTON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY.

BE IT RESOLVED by the County Board of Arlington County, Virginia (“County Board”), that:

1. The County Board intends to acquire a parcel of real property, with improvements thereon and appurtenances thereunto belonging, known as Lots 3 & 4, Block 14, of the Subdivision of Ft. Myer Heights, as said Subdivision is Shown on a Plat Recorded in Deed Book N-4, at Page 50, Among the Land Records of Arlington County, Virginia, which portion contains 11,000 square feet, more or less, and All of Those Portions of Lots 1 & 2, Block 14, of the Subdivision of Ft. Myer Heights, Containing 10,311 Square Feet, More or Less, as Shown on a Plat Attached to a Deed Recorded in Deed Book 1129, at Page 535, Among the Land Records of Arlington County, Virginia, which lots are located at 2020 14th Street North, Arlington, Virginia, 22201, and further identified as RPC # 17-016-012 & # 17-016-013) (hereinafter collectively “Property”), for public purposes, which proposed purposes will enhance the public health, convenience and welfare, and subject to and excepting from acquisition by eminent domain certain leases identified herein; and,

2. The Property is more fully shown on a plat entitled “ALTA/ACSM Land Title

Survey Part Lot 1, Part Lot 2, Lot 3, Lot 4 of Block 14, Fort Myer Heights D.B. N-4, PG. 50 Being the Property of BREOF THOMAS REO, LLC. D.B. 4070, PG. 790 Arlington County, Virginia”, dated October 19, 2011, prepared by Robert L. Franca, Land Surveyor, which plat is attached to this Resolution as **Exhibit A** and made a part hereof by this reference, the Property being more particularly described as follows:

PARCEL A: LOT 4, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, PAGE 50, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

PARCEL B: LOT 3, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, PAGE 50, AND ALL THOSE PORTIONS OF LOTS 1 AND 2, IN BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, CONTAINING 10,311 SQUARE FEET, MORE OR LESS, AND SHOWN ON A PLAT ATTACHED TO A DEED RECORDED IN DEED BOOK 1129, PAGE 535.

SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF N. TROY STREET (FORTY FEET WIDE), SAID POINT BEING A COMMON CORNER WITH THE WOODBURY HEIGHTS CONDOMINIUM, S 83° 21' 25" W, 110.00 FEET TO A DRILL HOLE FOUND, SAID POINT LYING IN THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC.;

THENCE RUNNING WITH THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC., N 6° 38' 35" W, 2.00 FEET TO A DRILL HOLE FOUND AND S 83° 21' 25" W, 99.53 FEET TO A DRILL HOLE SET IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD (WIDTH VARIES);

THENCE RUNNING WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD THE FOLLOWING THREE COURSES AND DISTANCES:

1. WITH A CURVE TO THE LEFT OF RADIUS 59.84 FEET, HAVING A CENTRAL ANGLE OF 18° 34' 26", A CHORD OF 19.31 FEET, CHORD BEARING OF N 17° 50' 36" W AND AN ARC LENGTH OF 19.40 FEET TO A DRILL HOLE SET;
2. THENCE WITH A CURVE TO THE RIGHT OF RADIUS 50.84 FEET, HAVING A CENTRAL ANGLE OF 20° 29' 14", CHORD OF

- 18.08 FEET, CHORD BEARING OF N 16° 53' 12" W, AND AN ARC LENGTH OF 18.18 FEET TO A DRILL HOLE SET;
3. THENCE N 6° 38' 35" W, 61.26 FEET TO A PK NAIL SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH (FIFTY FEET WIDE);

THENCE RUNNING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH, N 83° 21' 25" E 216.50 FEET TO A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH TROY STREET;

THENCE RUNNING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH TROY STREET, S 6° 38' 35" E, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21,311 SQUARE FEET OF LAND OR 0.489 ACRES.

BEING THE SAME PROPERTY DESCRIBED IN DEED BOOK 4070, PAGE 790 AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

3. The property and leased premises which need to be acquired by eminent domain before the leases' expiration or termination by their terms is the Property LESS AND EXCEPT the following leases which are not to be extinguished by eminent domain:

(a) Standard Commercial Shopping Center Lease between A & A Thomas, Inc., and Sagebrush, Inc., dated July 1994, as subsequently assigned, assumed and amended, and now between BREF Thomas REO, LLC, and Vintage Restaurant Inc., relating to leased premises referred to in the Fourth Amendment to Commercial Shopping Center Lease dated May 5, 2011, as "(a) the "Existing Premises", located on the lower level of the Building ... and consisting of: (i) approximately 3,983 usable square feet of space ... and (ii) approximately 450 usable square feet of storage space ...; and (b) approximately 224 usable square feet of storage space ... located in the garage of the building located at 2020 N. 14th Street" plus "... (i) approximately 302 usable square feet of storage space ... and (ii) approximately 265 usable square feet of space ...", altogether "... containing a total of approximately 5,000 usable square feet.";

(b) Deed of Lease for Retail Space between BREF Thomas REO, LLC, and Lena Kachechian and Yssay Kachechian, dated January 1, 2008, relating to leased premises referred to therein as "Suite # A located on a portion of the first (1st) floor of the Building, which is deemed to consist of one thousand one hundred ninety two (1,192) square feet of Net Rentable Area";

(c) Deed of Lease Agreement between A & A Thomas, Inc., and Abendroth & Davies, Inc., dated November 11, 1997, as subsequently assigned, assumed and amended, and now between BREF Thomas REO, LLC, and Courthouse Deli, Inc., relating to leased premises referred to therein as "space (containing 3,274 square feet of

floor area) ... located in a building ... at 2020 North 14th Street, Suite 150 ...”;

(d) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Proteus, Inc., dated November 30, 2006, as may have been subsequently assigned, assumed and amended, relating to leased premises referred to therein as “Suite #500 located on a portion of the 5th floor of the Building, which is deemed to consist of 4,064 square feet of Net Rentable Area”;

(e) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Danoffice, Inc., executed by the landlord on July 9, 2009, as may have been subsequently assigned, assumed and amended, relating to leased premises referred to therein as “Suite 520 located on a portion of the 5th Floor of the Building, which is deemed to consist of 1,034 square feet of Net Rentable Area”;

(f) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Ronald L. Hiss and Harry A. Dennis, III, dated February 2007, relating to leased premises referred to therein as “Suite #530 located on a portion of the fifth (5th) floor of the Building, which is deemed to consist of 1,461 square feet of Net Rentable Area”;

(g) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and QuanTech, Inc., dated January 15, 2010, relating to leased premises referred to therein as “Suite #560 located on a portion of the fifth (5th) floor of the Building, which is deemed to consist of 2,919 square feet of Net Rentable Area”;

(h) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Wakefield Research, LLC, dated December 2009, as subsequently amended by First Amendment to Deed of Lease dated May 23, 2011, relating to leased premises referred to in the First Amendment as “certain premises on the sixth (6th) floor of the Building containing approximately two thousand three hundred twelve (2,312) square feet of Net Rentable Area, known as Suite 600”;

(i) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Apextech, LLC, dated November 19, 2008, as may have been amended, relating to leased premises referred to therein as “Suite 620 located on a portion of the 6th floor of the Building, which is deemed to consist of 2,312 square feet of Net Rentable Area”;

(j) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and Theobald Bufano & Associates, P.C., dated November 19, 2007, relating to leased premises referred to therein as “Suite # 640 located on a portion of the sixth (6th) floor of the Building, which is deemed to consist of two thousand two hundred seven (2,207) square feet of Net Rentable Area”;

(k) Deed of Lease For Office Space between BREOF Thomas REO, LLC, and The YEM Trust, dated July 26, 2010, relating to leased premises referred to therein as “Suite #660 located on a portion of the sixth floor of the Building, which is deemed to consist of 3,857 square feet of Net Rentable Area”;

(l) Deed of Lease For Office Space between BREF Thomas REO, LLC, and The Crash Foundation, dated November 14, 2006, and as amended by a First Amendment to Deed of Lease dated October 19, 2009, relating to leased premises referred to in the Deed of Lease as “Suite #710 located on a portion of the seventh floor of the Building, which is deemed to consist of 888 square feet of Net Rentable Area”;

(m) Deed of Lease Agreement by and between A&A Thomas, L.L.C., and Ignited Solutions, L.L.C., dated June 29, 2004, as amended by First Amendment to Deed of Lease Agreement dated November 22, 2005, by Second Amendment to Deed of Lease Agreement dated April 1, 2007, and by Third Amendment to Deed of Lease Agreement dated November 1, 2010, relating to leased premises referred to in the Lease Agreement and Amendments as “containing approximately 947 square feet of floor area located in suite 720 on the seventh (7th) floor”, “Suite 730, comprised of 2,137 rentable square feet”, “Suite 760 located on the seventh (7th) floor of the Building containing a total of approximately one thousand eighty-one (1,081) rentable square feet”, and “Suite 700 located on the seventh (7th) floor of the Building, containing approximately four thousand thirty-one (4,031) rentable square feet of office space”; and

(n) Deed of Lease For Office Space between BREF Thomas REO, LLC, and Equity Trustees, L.L.C., and Bierman, Geesing & Ward, LLC, dated August 20, 2009, relating to premises referred to therein as “Suite # 750 located on a portion of the seventh floor of the Building, which is deemed to consist of 2,425 square feet of Net Rentable Area”.

The Property, less and except the aforementioned leases, is referred to hereinafter collectively as the “Condemned Property”.

4. The Property is needed by the County Board for the following public uses: County office space; space for a comprehensive homeless services center and year-round homeless shelter; and County vehicular fleet storage and parking space.

5. The County Board is authorized by, *inter alia*, Code of Virginia (1950, as amended) §§ 15.2-734, -1800, -1901, -1901.1, and -1903, and other laws of the Commonwealth of Virginia, to acquire interests in private real property for the purpose of carrying out the County Board’s powers and duties, and to acquire interests in private real property by condemnation whenever, in the opinion of the County Board, a public necessity exists therefor; and

6. The County Board is of the opinion, and hereby determines and finds, that:

(a) a public necessity exists for the acquisition of the Condemned Property for public purposes, in order to provide County office space; space for a comprehensive homeless services center and year-round homeless shelter; and County vehicular fleet storage and parking space;

(b) there is a public necessity for the County to acquire the Condemned Property in order to: (i) meet the County's need for County office space in the Courthouse submarket; (ii) enhance the public health, convenience, and welfare by providing a comprehensive homeless services center and year-round homeless shelter; and (iii) provide County vehicular fleet storage and parking space;

(c) the Condemned Property shall be used for County office space; space for a comprehensive homeless services center and year-round homeless shelter; and County vehicular fleet storage and parking space; and

(d) such public uses are acceptable to and approved by the County Board; and

(e) the County Board has reviewed this acquisition for purposes of complying with § 1-219.1 of the Code of Virginia, 1950, as amended; and,

7. The record owner of the Property, as indicated by the records of the Clerk of the Circuit Court of Arlington County, Virginia, is BREOF THOMAS REO, LLC, a Delaware limited liability company ("Record Owner"); and,

8. The appraised value of the Property as of October 4, 2011, was Twenty-Five Million Five Hundred Thousand Dollars (\$25,500,000); and,

9. The County Board hereby: authorizes and directs the County Manager or her designee to make a bona fide offer to the owner of the Property in order to acquire the Property; approves the Agreement of Sale attached hereto as **Exhibit B** to accompany the bona fide offer; and, if such offer is accepted, authorizes the County Manager to execute the Agreement of Sale on the County Board's behalf after such Agreement has been first executed by the owner; and

10. If such effort to purchase the Property is ineffectual or unsuccessful, or if the terms of a purchase are not agreed upon or consent to purchase is not obtained, then the County Board authorizes and directs the County Attorney, or any attorney employed by him, or other attorney as may be retained by the County Board (collectively "Attorney"), to institute and conduct, in the name of the County Board, condemnation proceedings, in the Circuit Court of Arlington County, Virginia, to acquire a fee simple interest in the Condemned Property, pursuant to the applicable provisions of the Code of Virginia (1950, as amended), namely Title 25.1, Chapters 1 and 2; and

11. The County Manager or her designee is authorized and directed to verify the petition to be filed to commence acquisition of the Condemned Property by condemnation, and to execute, on behalf of the County Board, all such other documents as are necessary to effectuate and finally conclude such proceedings. The Attorney is authorized to take all such actions as may be necessary to conduct the proceedings consistent with this Resolution and any subsequent action of the County Board regarding this matter; and

12. The County Board hereby appropriates \$14 million from the Utilities Fund PAYG account (fund 519) to the General Fund PAYG account (fund 313) as a temporary loan pending

reimbursement to the Utilities Fund PAYG account by the issuance of revenue bonds through the Arlington County Industrial Development Authority.

ADOPTED THIS _____ DAY OF _____ 2011.

THE COUNTY BOARD OF ARLINGTON COUNTY,
VIRGINIA,

By: _____
Chair

Attest:

Clerk of the County Board

EXHIBIT B
AGREEMENT OF SALE

This AGREEMENT OF SALE (the "Agreement") is made on _____, 20__ by and between BREOF THOMAS REO, LLC, a Delaware limited liability company ("Seller"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate ("Purchaser").

In consideration of \$10.00 cash in hand paid and for other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the mutual benefits to be received by the parties, Seller agrees to sell, and Purchaser agrees to buy pursuant to the terms and conditions of this Agreement, in fee simple absolute, all that land, together with the improvements thereon, situate, lying and being in Arlington County, Virginia, and being more particularly described in paragraph 1 below:

1. THE PROPERTY: The "Property", known as 2020 14th Street North, and identified by Arlington County, Virginia Real Property Code Numbers 17-016-012 and 17-016-013, is more particularly described in the legal description attached hereto as EXHIBIT A TO AGREEMENT OF SALE, and more particularly shown and described on the ALTA/ACSM survey attached hereto as EXHIBIT B TO AGREEMENT OF SALE.

2. PRICE: The total purchase price of the Property is Twenty-five Million Five Hundred Thousand and 00/100ths Dollars (\$25,500,000.00), subject to adjustments as provided for in this Agreement, to be paid by Purchaser to Seller as set forth hereafter (the "Purchase Price").

3. SETTLEMENT:

- a. The settlement of the sale of the Property in accordance with this Agreement (the "Settlement" or "Settlement Date") shall take place within thirty (30) days after the completion of the requirements of paragraph 10 (Hazardous Materials), unless extended to meet the conditions and requirements of paragraph 5 (Title), paragraph 11 (Survey), or as provided in paragraph 3b.
- b. The Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services is authorized to extend the Settlement Date on behalf of the Purchaser pursuant to any provision of this Agreement, or upon written agreement of the Seller and Purchaser.

- c. Settlement shall take place in the offices of Walker Title, LLC, 11781 Lee Jackson Memorial Highway, Suite 300, Fairfax, Virginia 22033 or such other place as the Purchaser may designate (the "Settlement Agent").
- d. On or before Settlement, Purchaser shall deliver good and sufficient funds to the Settlement Agent for the Purchase Price and settlement costs. The settlement proceeds due to Seller, after settlement costs proration and adjustments made pursuant to this Agreement, will be disbursed to Seller by the Settlement Agent's trustee check or wired funds upon the satisfactory completion of the bringdown of title and recording of the deed of conveyance. No less than thirty (30) days prior to Settlement, Seller shall provide the Settlement Agent with written authorization and documentation sufficient to permit the Settlement Agent to obtain accurate payoff amounts from the holder of any promissory note secured by the Property and/or other lien or encumbrances affecting the Property.
- e. Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined by §1445 of the Internal Revenue Code, and is a resident of Virginia. At the time of Settlement, Seller shall execute before a notary public, as may be required, all necessary forms and affidavits stating the foregoing under penalty of perjury. Seller shall provide its true and correct address and United States Taxpayer Identification Number for a proper 1099 Internal Revenue Service Form and such other forms, where such information is required, together with an "Owner's Affidavit" prepared and provided by the Purchaser's title insurance company. Seller and Purchaser shall also execute such other settlement documents as are reasonably required by the Settlement Agent (*If Seller is a foreign person or is not a Virginia resident, then this subparagraph must be revised to so state*).
- f. Seller warrants and represents that it has the full legal right and authority to execute this Agreement and to convey the Property to Purchaser and to execute any and all other documents necessary or desirable to effectuate Seller's obligations pursuant to this Agreement of Sale. If additional signatures, authority or documentation is required by the title insurance company or the Settlement Agent, Seller shall promptly and at its own cost supply the same. If the Seller is a legal entity such as a corporation, partnership, limited liability company or is a fiduciary, such as a trustee, executor or administrator, then the Seller warrants and represents that it

has the authority to execute this Agreement on behalf of Seller, and to bind Seller to the terms of this Agreement.

g. **DISCLOSURES: a. Choice of Settlement Agent: You have the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, your lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement attorney who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.**

h. **ESCROW, CLOSING, AND SETTLEMENT GUIDELINES: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement, or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act. (1997, c.716.)**

4. **ENCUMBRANCES:** Seller shall not, either by commission or omission, cause or permit the Property to be encumbered in any way after Seller's execution of this Agreement.

5. **TITLE:** Seller agrees to execute and deliver a good and sufficient Special Warranty deed with English Covenants of Title to the Property to Purchaser at Settlement. The Property shall be conveyed free and clear of all deeds of trust, judgments, liens, indebtedness or encumbrances, and without restrictions, easements, rights of way, covenants of record, title and survey exceptions, which, in the sole opinion of Purchaser, restrict or adversely affect the use of the Property by Purchaser for public

purposes (together "Title Exceptions"). In addition, title shall be marketable and fully insurable ("Marketability") at usual and normal rates by a highly reliable national title insurance company licensed to do business in the Commonwealth of Virginia and approved by Purchaser, and free of Title Exceptions. Seller shall, at its sole expense, remove any such Title Exceptions or objectionable Marketability matters prior to Settlement. So long as Seller is actively pursuing the removal of such Title Exceptions or objectionable Marketability matters in good faith, the Settlement Date shall be extended until such Title Exceptions or objectionable Marketability matters are corrected, at the sole option of Purchaser. If at any time Purchaser concludes that such Title Exceptions or objectionable Marketability matters cannot be removed in a timely and satisfactory fashion, then the Purchaser may declare this Agreement void, and neither party will have further rights or responsibilities hereunder.

6. CHARGES: Examination of title, notary fees, State and local recording taxes (except the Virginia grantor tax) if any such taxes are applicable to this transaction, and Purchaser's attorney's fees are to be the cost of Purchaser. Seller shall pay for its own attorney's fees and costs, the preparation of the deed, the Virginia grantor tax, a reasonable settlement fee, the release of any liens or encumbrances against the Property, and the costs and attorney's fees to cure or remove any Title Exceptions or objectionable Marketability matters. Real estate taxes, water, sewer, utility and all other charges are to be pro-rated to the Settlement Date.

7. ELECTION REGARDING RELOCATION ASSISTANCE:
[INTENTIONALLY OMITTED].

8. DAMAGE PRIOR TO POSSESSION: Risk of loss shall be on Seller until the recordation of the deed. Seller shall maintain fire and casualty insurance on the Property in a face amount of not less than the Purchase Price until delivery of possession to Purchaser. If, prior to delivery of possession, the Property is damaged by fire or other casualty, Purchaser may, at Purchaser's sole option, terminate this Agreement. If Purchaser does not terminate this Agreement, Seller shall, at Settlement, assign to Purchaser all claims against insurers or other third parties, and Seller shall also cooperate with Purchaser in every respect in making and supporting a proof of loss and affecting the collection of insurance. This provision shall survive conveyance of the Property to Purchaser.

9. POSSESSION AT SETTLEMENT: Seller agrees to give possession of the Property to Purchaser at Settlement.

10. HAZARDOUS MATERIALS:

- a. Seller represents that, to the best of Seller's knowledge: (i) neither Seller, nor its predecessors in title, have disposed of, released, or deposited hazardous or toxic wastes or substances, including asbestos, regulated by the most stringent applicable Federal, State or Local environmental, health, and safety laws, regulations, ordinances, or standards ("Hazardous Materials") on or within any part of the Property; and (ii) Seller has no actual knowledge of any such disposal, release, or deposit of Hazardous Materials on or within any part of the Property. Seller further warrants that Seller has not disposed of, released, or deposited any Hazardous Materials originating on the Property, except as provided by law at a site or facility approved by Federal, or State or Local regulatory agencies for the disposal of such materials. These representations and warranties in this paragraph shall survive conveyance of the Property to Purchaser.
- b. Prior to Settlement, Purchaser may have the Property inspected by a contractor of Purchaser's choice for the presence of Hazardous Materials, including asbestos and lead based paint in amounts or forms in excess of the most stringent applicable Federal, State or local environmental, health and safety laws, regulations, ordinances, or standards. This inspection shall assume continued use of all improvements, if any, on the Property. The aforesaid inspection, together with any report, opinion or investigation of the Property for Hazardous Materials shall be referred to as the "Inspection Report."
- c. If the Inspection Report showed the presence of Hazardous Materials, a copy of the Inspection Report, including estimated cost of remediation or removal shall be sent to the Seller. The Seller shall notify Purchaser, with five (5) days of receipt of the Inspection Report, whether Seller shall remediate or remove such Hazardous Materials at its own expense, or whether Purchaser shall deduct the estimated cost for remediation or removal from the Purchase Price due at Settlement. If no written notice is received within the five (5) days, Seller shall be deemed to have chosen not to remove or remediate the Hazardous Materials and the estimated cost of removal or remediation shall be deducted from the Purchase Price.
- d. If the Seller chooses to remove or remediate the Hazardous Materials from the Property, the Seller will present certification acceptable to Purchaser and applicable Federal, State and local regulatory agencies, prior to Settlement verifying the completion of said removal or remediation. All

removal and remediation activities performed by or on behalf of the Seller, including certification as above, shall be completed within sixty (60) calendar days of the Seller's receipt of the Inspection Report, or such longer period as Purchaser in its sole discretion shall allow.

- e. Notwithstanding the forgoing, if the Inspection Report shows the presence of Hazardous Materials, Purchaser shall have the option, at any time after receipt of the Inspection Report, to:
 - (i) withdraw from this Agreement in writing and declare it null and void; or
 - (ii) notify the Seller that Purchaser shall proceed with the purchase of the Property and deduct Purchaser's estimated cost of removal of any Hazardous Materials or asbestos from the Purchase Price due at Settlement.
- f. If Purchaser is satisfied, in its sole discretion, that the Property is free of Hazardous Materials, or that the amount of such materials is not sufficient to prevent purchase of the Property, then Purchaser shall proceed with the purchase of the Property and Settlement shall take place in accordance with the terms and conditions of this Agreement.

11. SURVEY: The boundaries and acreage of the Property to be conveyed may be determined and depicted by a survey prepared by a registered land surveyor or engineer, conducted at the direction and expense of Purchaser. The survey may locate and depict all improvements, easements, rights of way, set backs, encroachments, flood plain and flood fringe areas and any other particulars which may be required by Purchaser. Purchaser shall provide Seller with a copy of the survey and, with a list of any matters which, in Purchaser's sole discretion, restrict or adversely affect Purchaser's intended use of the Property, encumber the Property, or otherwise adversely affect the marketability, use or enjoyment of the Property (all of the aforesaid being referred to as "Survey Exceptions"). Thereafter, Seller, at its own expense, shall remove any such Survey Exceptions prior to Settlement. Notwithstanding the foregoing, so long as Seller is actively pursuing the removal of Survey Exceptions in good faith, the Settlement Date shall be extended until such Survey Exceptions are corrected, at the option of Purchaser. If at any time Purchaser concludes that the Survey Exceptions cannot be removed in a timely and satisfactory fashion, then the Purchaser may declare this Agreement void, and neither party will have further rights or responsibilities hereunder.

12. INSPECTION OF PREMISES AND ADDITIONAL DOCUMENTS: Sellers will permit the agents, designees and employees of Purchaser access to the

and against any demand, suit, claim or liability, for any broker's, agent's or finder's fee asserted by any person or entity claiming to be engaged by or on behalf of Seller.

15. DAMAGES: In the event Seller fails or refuses to perform its obligations under this Agreement, including but not limited to its obligation to convey the Property, Purchaser shall be entitled to recover all of its costs and expenses incurred in connection with this Agreement, any breach of this Agreement, or the enforcement of this Agreement, including but not limited to its costs for the preparation of this Agreement, for all inspections, studies and surveys performed or contracted for in connection with this Agreement, and all of its attorney's fees and court costs incurred pursuant to this paragraph. In addition to the foregoing, Purchaser shall be entitled to all other damages it has suffered, in accordance with law. Without limiting or waiving the foregoing, Purchaser may also seek all remedies to which it is entitled in equity, including the right to an injunction or restraining order and the right to seek specific performance.

16. BINDING AGREEMENT: The parties to this Agreement mutually agree that it shall be binding upon them, and each of the respective heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein except as specifically provided herein; that this Agreement contains the final and entire agreement between the parties hereto; and that they shall not be bound by any terms conditions, statements, warranties or representations, oral or written, not contained herein.

17. APPLICABLE LAW: This Agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia. All legal actions brought by either Purchaser or Seller concerning this Agreement shall be brought in the Arlington County Circuit Court, and in no other court.

WITNESS the following signatures by the following persons duly authorized to bind Seller and Purchaser, respectively:

SELLER: **BREOF THOMAS REO, LLC,**
A Delaware limited liability company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public

My Commission expires: _____

PURCHASER: **THE COUNTY BOARD OF ARLINGTON COUNTY,**
VIRGINIA, a body corporate

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public

My Commission expires: _____

Approved as to form:

County Attorney

EXHIBIT A TO AGREEMENT OF SALE
LEGAL DESCRIPTION

PARCEL A: LOT 4, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, PAGE 50, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

PARCEL B: LOT 3, BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, AS SAID SUBDIVISION IS SHOWN ON A PLAT RECORDED IN DEED BOOK N-4, PAGE 50, AND ALL THOSE PORTIONS OF LOTS 1 AND 2, IN BLOCK 14, OF THE SUBDIVISION OF FT. MYER HEIGHTS, CONTAINING 10,311 SQUARE FEET, MORE OR LESS, AND SHOWN ON A PLAT ATTACHED TO A DEED RECORDED IN DEED BOOK 1129, PAGE 535.

SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF N. TROY STREET (FORTY FEET WIDE), SAID POINT BEING A COMMON CORNER WITH THE WOODBURY HEIGHTS CONDOMINIUM, S 83° 21' 25" W, 110.00 FEET TO A DRILL HOLE FOUND, SAID POINT LYING IN THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC.;

THENCE RUNNING WITH THE LINE OF THE LAND OF ARLINGTON COURTHOUSE LLC., N 6° 38' 35" W, 2.00 FEET TO A DRILL HOLE FOUND AND S 83° 21' 25" W, 99.53 FEET TO A DRILL HOLE SET IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD (WIDTH VARIES);

THENCE RUNNING WITH THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COURTHOUSE ROAD THE FOLLOWING THREE COURSES AND DISTANCES:

1. WITH A CURVE TO THE LEFT OF RADIUS 59.84 FEET, HAVING A CENTRAL ANGLE OF 18° 34' 26", A CHORD OF 19.31 FEET, CHORD BEARING OF N 17° 50' 36" W AND AN ARC LENGTH OF 19.40 FEET TO A DRILL HOLE SET;
2. THENCE WITH A CURVE TO THE RIGHT OF RADIUS 50.84 FEET, HAVING A CENTRAL ANGLE OF 20° 29' 14", CHORD OF 18.08 FEET, CHORD BEARING OF N 16° 53'

- 12" W, AND AN ARC LENGTH OF 18.18 FEET TO A DRILL HOLE SET;
3. THENCE N 6° 38' 35" W, 61.26 FEET TO A PK NAIL SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH (FIFTY FEET WIDE);

THENCE RUNNING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF 14TH STREET NORTH, N 83° 21' 25" E 216.50 FEET TO A PK NAIL FOUND IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED NORTH TROY STREET;

THENCE RUNNING WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH TROY STREET, S 6° 38' 35" E, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 21,311 SQUARE FEET OF LAND OR 0.489 ACRES.

BEING THE SAME PROPERTY DESCRIBED IN DEED BOOK 4070, PAGE 790 AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.

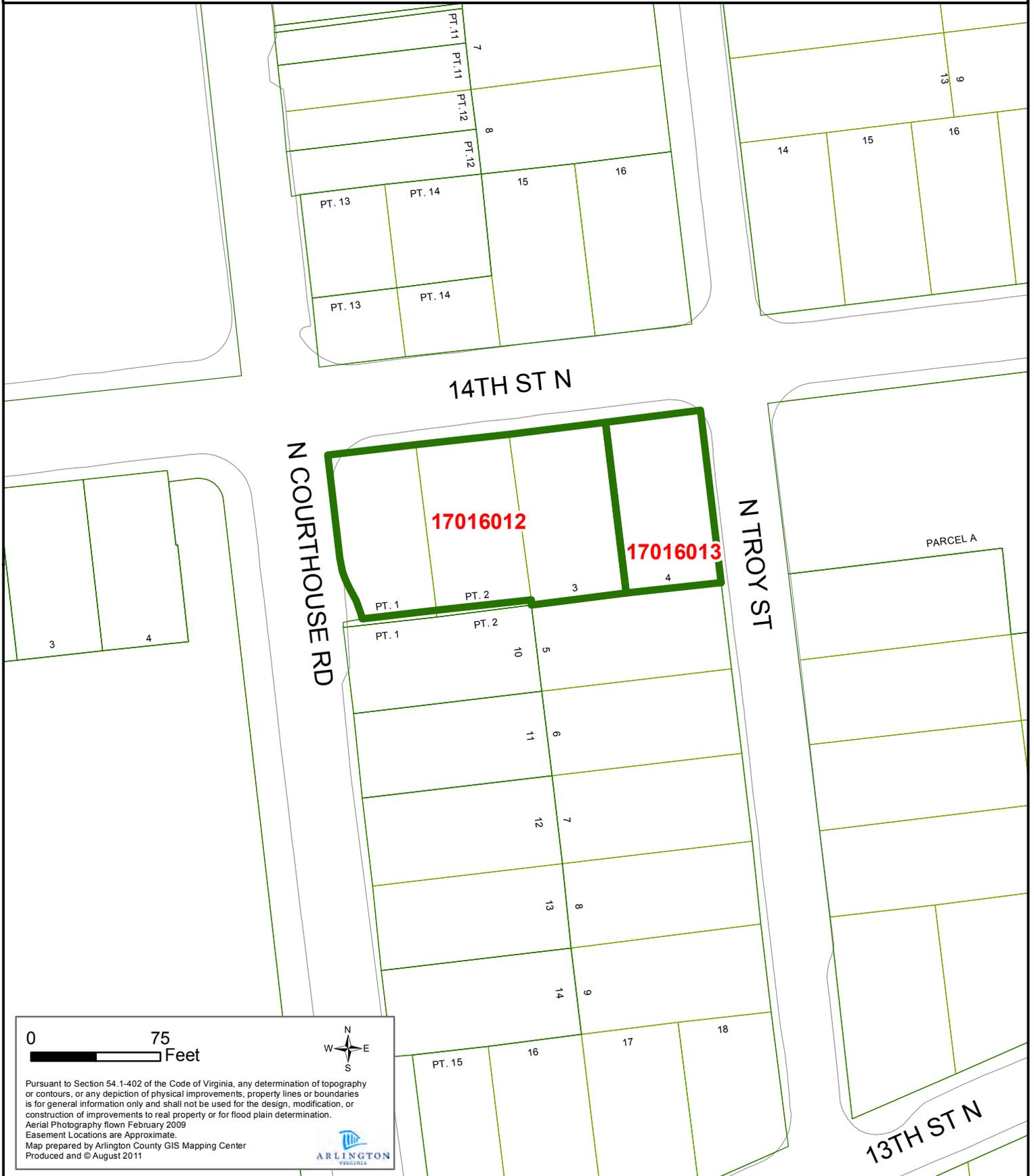
EXHIBIT C TO AGREEMENT OF SALE
**LIST OF ADDITIONAL DOCUMENTS AND ITEMS TO BE DELIVERED BY SELLER
TO PURCHASER TO THE EXTENT EXISTING AND/OR IN SELLER'S POSSESSION**

1. Copies of any ongoing management contracts relating to the Property and a list of the management contracts, setting forth the title, date, parties, purpose, and term of each agreement;
2. Copies of all Leases, together with: (1) copies of all documents, agreements, and other writings relating to the Leases or the parties thereto; and (ii) a copy of the standard form of lease used to lease the Property;
3. Existing plans and specification for the Property, surveys, environmental studies, geotechnical studies, pest infestation reports, roof reports, engineering studies, and any inspection reports, engineering reports, and similar reports (including, without limitation, site plans and all structural, plumbing, electrical, mechanical, and civil plans, drawings, and specifications, including "as built" plans and drawings (if any));
4. Power, gas, water , sewer, and other utility (other than County utilities) bills for the last twelve (12) months and copies of any necessary permits for such Property;
5. Copies of all documents relating to any lawsuit currently affecting the Property or Seller and a summary of unresolved legal actions threatened in writing concerning the Property or Seller;
6. Copy of any warranties on equipment or service;
7. A Blanket Bill of Sale (the "Bill of Sale") conveying to Purchaser good title to the Personal Property and all other tangible property constituting the Property (the Bill of Sale shall include a list of all Personal Property transferred as part of this transaction), in as-is, where-is condition and without representation or warranty;
8. An assignment of Leases, Rents, and Security Deposits assigning to Purchaser the Leases, Rents, and the refundable Tenant Deposits;
9. A letter to the tenants prepared by Purchaser and executed by Seller stating that the Property has been sold to Purchaser, directing that all future rental payments be sent to Purchaser and stating that Purchaser will comply with all applicable laws with regard to tenant security deposits;
10. All documents required to be delivered pursuant to the Agreement of Sale;
11. All keys, combinations, and codes to all locks and security systems at the Property;
12. A statement that Seller has completed all work on all outstanding Tenant maintenance, repairs, and replacement requests, work orders and work tickets received or issued at least seven (7) days prior to Settlement, unless the Seller is awaiting parts or unless the parties have agreed to escrow funds as provided in Section 8(a).

Vicinity Map

2020 14th ST N

RPC# 17016012 & 17016013



0 75 Feet



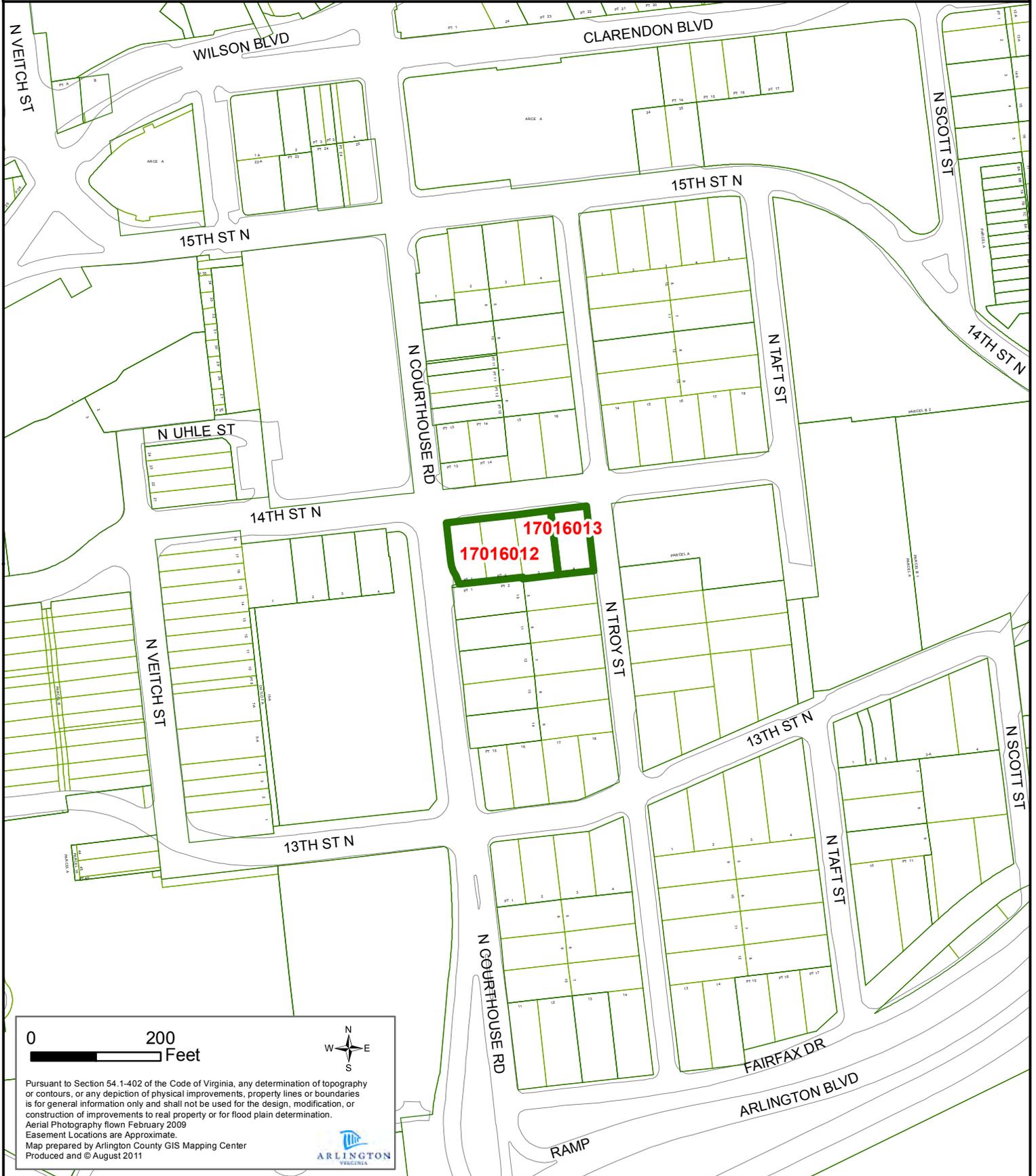
Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property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



Vicinity Map

2020 14th ST N

RPC# 17016012 & 17016013



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 © August 2011



Vicinity Map

2020 14th ST N

RPC# 17016012 & 17016013

