



## ARLINGTON COUNTY, VIRGINIA

### County Board Agenda Item Meeting of January 21, 2012

**DATE:** December 30, 2011

**SUBJECT:** Approval and Authorization to Accept Deeds of Easement for Public Storm Sewer on Lot 36, Block Two, Section Two, Bellevue Forest, located at 3909 30<sup>th</sup> Street North (RPC #04-008-031); and Lot 16A, Block Two, Section One, Bellevue Forest, located at 3919 30<sup>th</sup> Street North, (RPC #04-008-032)

#### **C. M. RECOMMENDATION:**

1. Approve the attached Deed of Easement from J. Joyce Kaiser to the County Board of Arlington County, Virginia (“Exhibit A”), granting to the County a permanent public storm sewer easement on a portion of the property located at 3909 30<sup>th</sup> Street North, RPC # 04-008-031; and
2. Approve the attached Deed of Easement from Thomas Patrick Bidigare and Sarah Anne Bidigare to the County Board of Arlington County, Virginia (“Exhibit B”), granting to the County a permanent public storm sewer easement on a portion of the property located at 3919 30<sup>th</sup> Street North, RPC # 04-008-032; and
3. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept, on behalf of the County Board, the Deeds of Easement attached hereto as Exhibits “A” and “B”, and all associated documents, subject to approval of all documents by the County Attorney.

**ISSUES:** This is a request for the County Board to approve two attached Deeds of Easement for public storm sewer purposes on portions of properties located at 3909 30<sup>th</sup> Street North and 3919 30<sup>th</sup> Street North and to authorize the Deeds to be accepted on behalf of the Board. No issues have been identified.

**SUMMARY:** The proposed public storm sewer easements have been requested by the Department of Environmental Services Office of Sustainability and Environmental Management (OSEM) to allow for the proper access to, and maintenance of, a portion of an eighteen (18) inch

County Manager:

County Attorney:

21.

Staff: Ryan Johnson & Lynne Porfiri- DES, Real Estate Bureau

diameter storm sewer pipe that is not currently located within a County easement. Approval and acceptance of the attached Deeds of Easement will allow the County to construct, repair, maintain, reconstruct, replace or remove storm sewer and drainage facilities within the easement area.

**BACKGROUND:** The subject properties are in Bellevue Forest Civic Association near the intersection of Military Road and 30<sup>th</sup> Street N. directly across the street from Donaldson Run Park. The easements to be conveyed to the County are more particularly shown on the Vicinity Maps attached to this report as Exhibits “C”, “D”, and “E”.

**DISCUSSION:** The permanent easements for public storm sewer and drainage facilities will authorize the County to enter and use the easement area to repair and maintain the existing storm sewer and drainage facilities consisting of an eighteen (18) inch wide storm sewer pipe, end wall, manhole, and catch basin. These facilities are located partially on Lot 36, Block Two, Section Two, Bellevue Forest and partially on Lot 16A, Block Two, Section One, Bellevue Forest.

Catch basins located in nearby N. Quincy Street collect sheet flow surface water emanating from the public right of way. The water eventually enters a pipe at the rear of subject properties. The County proposes to acquire an easement over the area where the pipe currently exists. This will be one collection point for storm water run-off into Donaldson Run. Upon approval and acceptance of the Deeds of Easement, the County will have the right to enter the easement areas for purposes specified in the Deeds of Easement, the existing facilities will become County facilities and the County will be responsible for improving and maintaining them.

Deeds conveying property to the County Board must be accepted by, or on behalf of, the County Board in order to be valid.

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

# EXHIBIT A

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

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

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

## DEED OF EASEMENT

This DEED OF EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by **J. JOYCE KAISER**, widowed and unremarried, **SURVIVING TENANT BY THE ENTIRETY, BENEDICT F. KAISER HAVING DIED ON JUNE 15, 1981 IN ARLINGTON COUNTY, VIRGINIA** ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

For and in consideration of the sum of One Dollar (\$1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a perpetual easement for public storm sewer and drainage facilities, including accessories and appurtenances thereto, over, under, through and across **One Thousand Five Hundred Fifty-Four (1,554) square feet** of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Public Storm Sewer Easement On Lot 36, Block Two, Section Two, Bellevue Forest, D.B. 500, Pg. 146, Arlington County, Virginia**" which plat was approved on **December 20, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantor by deed dated **April 4, 1952** recorded in the Land Records of the Arlington County Circuit Court in Deed Book **1046** at Page **7**, and more particularly described therein as "**all of that certain lot or parcel of land situate, lying and being in Arlington County, Virginia, known as Lot Thirty-six (36), Block Two (2), Section Two (2), of the Subdivision of Bellevue Forest, as the same is duly platted, dedicated and recorded among the land records of said County in Deed Book 500 at page 146**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public storm sewer and drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace public storm sewer and drainage facilities, including accessories and appurtenances thereto, within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

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

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

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public storm sewer and drainage facilities, including accessories and appurtenances thereto, within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

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

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

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

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

WITNESS the following signature(s):

**[Signatures appear on the following pages.]**

GRANTOR:

J. Joyce Kaiser  
**J. JOYCE KAISER,**  
Surviving Tenant by the Entirety,  
Benedict F. Kaiser having died on  
June 15, 1981 in Arlington County, Virginia.

State: Virginia  
County: Arlington

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of December  
20 11, by **J. Joyce Kaiser**, Grantor.

Notary Public: [Signature]  
My Commission expires: 1/31/15  
Notary ID: 148905



**GRANTEE:**

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
For the County Board of Arlington County, Virginia

**COMMONWEALTH OF VIRGINIA**  
**COUNTY OF ARLINGTON, to-wit:**

The foregoing instrument was acknowledged before me by \_\_\_\_\_, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_  
COUNTY ATTORNEY



# EXHIBIT B

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

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

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

## DEED OF EASEMENT

This DEED OF EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **THOMAS PATRICK BIDIGARE** and **SARAH ANNE BIDIGARE**, Husband and Wife ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

For and in consideration of the sum of One Dollar (\$1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a perpetual easement for public storm sewer and drainage facilities, including accessories and appurtenances thereto, over, under, upon and across **One Thousand Seventy-Seven (1,077) square feet** of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Public Storm Sewer Easement On Lot 16A, Block Two, Section One, Bellevue Forest, D.B. 499, PG. 86, Arlington County, Virginia**" which plat was approved on **December 20, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantor by deed dated **June 18, 2007**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **4108** at Page **1860**, and more particularly described therein as "**Lot 16-A, of a Resubdivision of Lots 15-18, both inclusive, Block 2, Section 1, BELLEVUE FOREST, as per plat thereof recorded in Deed Book 499, at Page 86, among the land records of Arlington County, Virginia**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public storm sewer and drainage facilities, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace public storm sewer and drainage facilities, including accessories and appurtenances thereto, within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

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

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

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public storm sewer and drainage facilities, including accessories and appurtenances thereto, within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees, plants, shrubbery, and hedges on or adjacent to the Easement Area that are affected by the construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Easement Area; and (4) guarantee any new nursery stock trees, plants, shrubbery, and hedges for one year against damage from the date of planting.

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

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

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

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

WITNESS the following signature(s):

**[Signatures appear on the following pages.]**

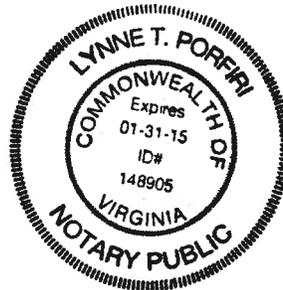
GRANTOR:

Thomas Patrick Bidigare  
**THOMAS PATRICK BIDIGARE**

State: VIRGINIA  
County: ARLINGTON

The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of January 2012, by **Thomas Patrick Bidigare**, Grantor.

Notary Public: [Signature]  
My Commission expires: 1/31/15



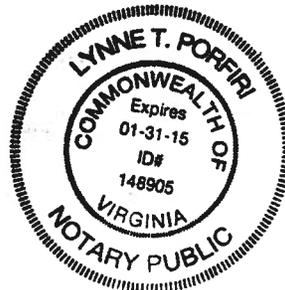
GRANTOR:

Sarah Anne Bidigare  
**SARAH ANNE BIDIGARE**

State: Virginia  
County: Arlington

The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of January 2012, by **Sarah Anne Bidigare**, Grantor.

Notary Public: [Signature]  
My Commission expires: 1/31/15



**GRANTEE:**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
For the County Board of Arlington County, Virginia

**COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON, to-wit:**

The foregoing instrument was acknowledged before me by \_\_\_\_\_, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

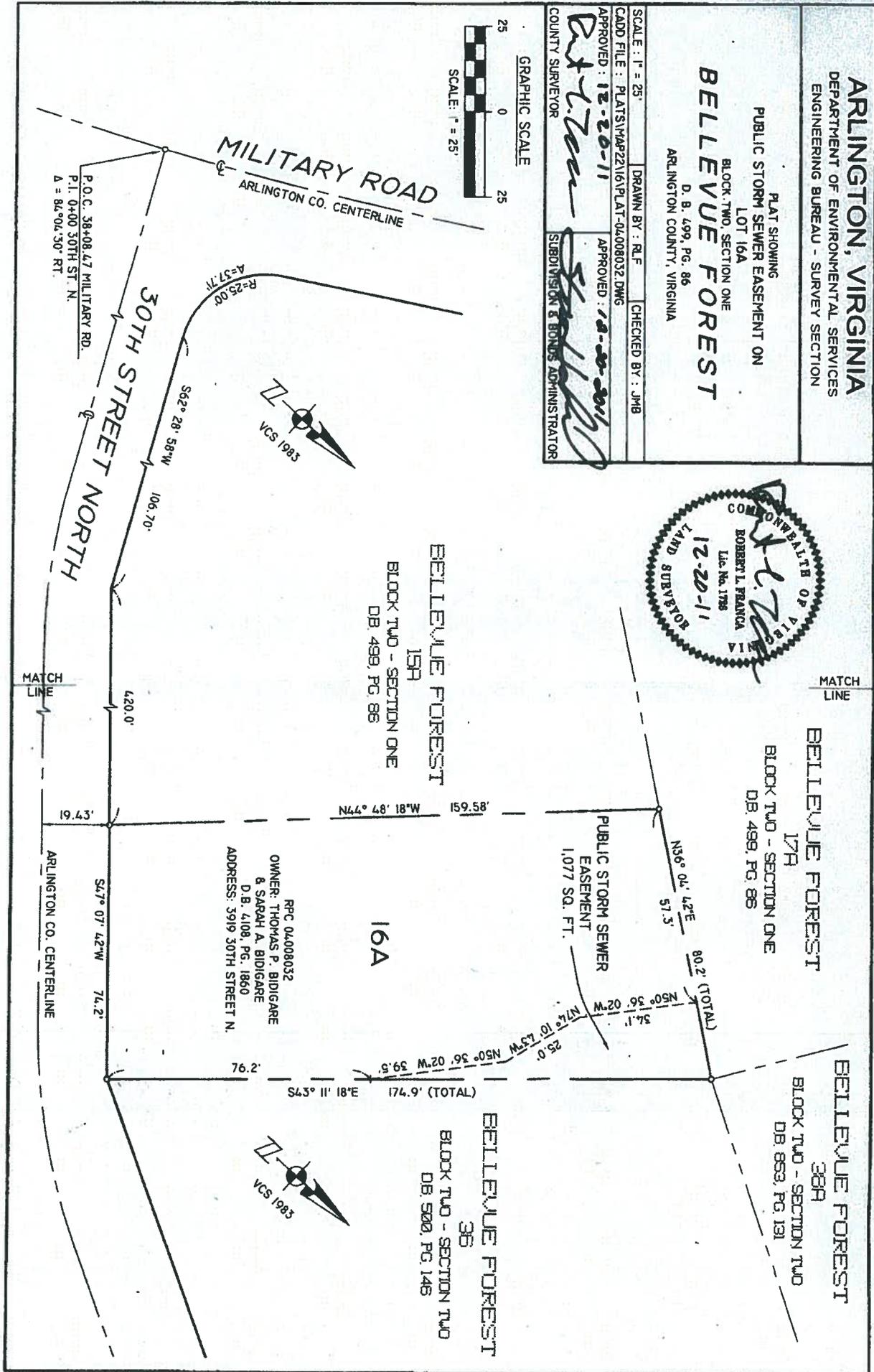
APPROVED AS TO FORM: \_\_\_\_\_  
COUNTY ATTORNEY

**ARLINGTON, VIRGINIA**  
 DEPARTMENT OF ENVIRONMENTAL SERVICES  
 ENGINEERING BUREAU - SURVEY SECTION

PLAT SHOWING  
 PUBLIC STORM SEWER EASEMENT ON  
 LOT 16A  
**BELLEUE FOREST**  
 BLOCK TWO, SECTION ONE  
 D. B. 499, PG. 86  
 ARLINGTON COUNTY, VIRGINIA

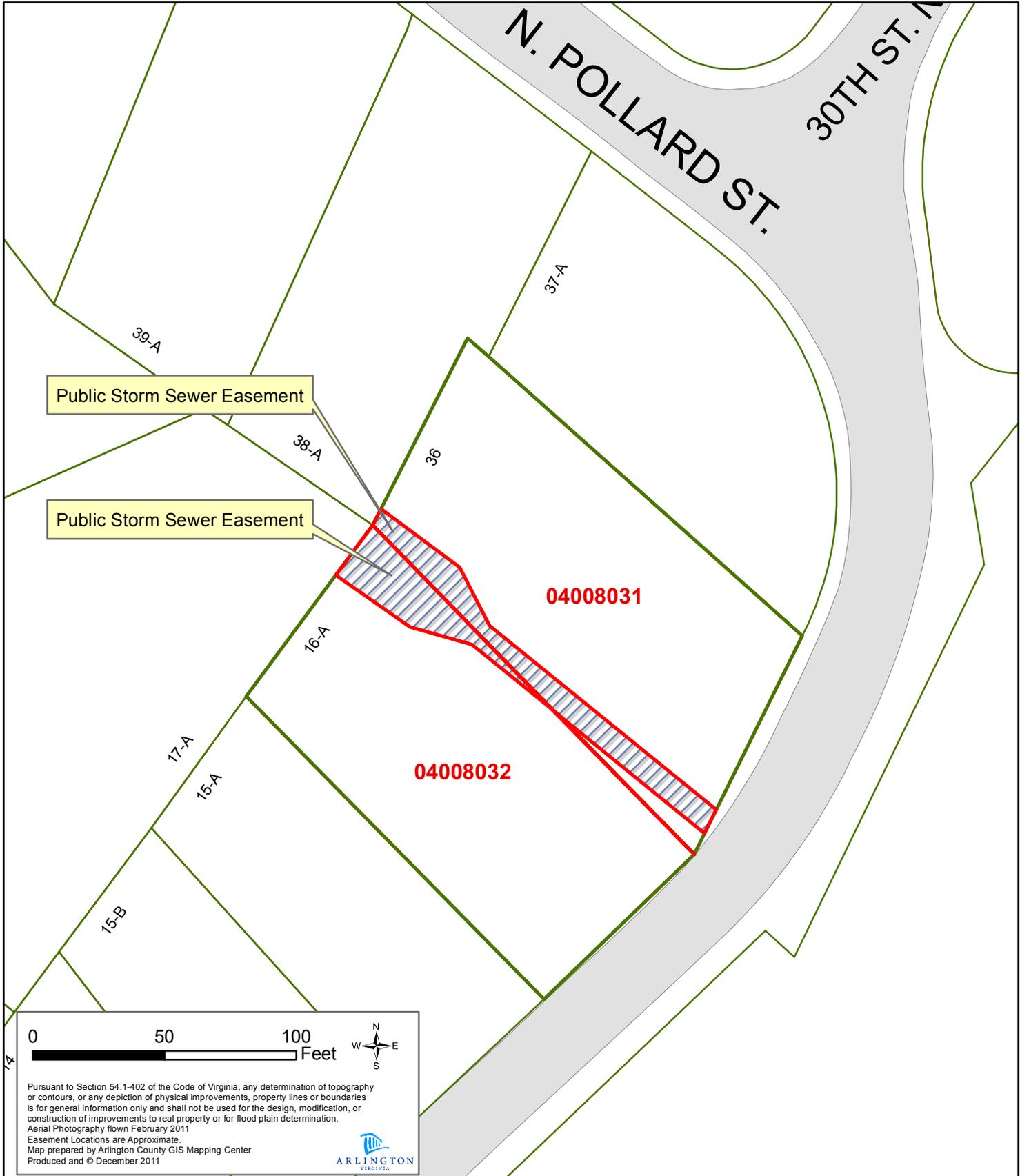
SCALE: 1" = 25'  
 DRAWN BY: RLF  
 CHECKED BY: JMB

CADD FILE: PLAT\MAP22\16\PLAT-04008032.DWG  
 APPROVED: 12-20-11  
 APPROVED: 12-20-2011  
 COUNTY SURVEYOR  
 SUBDIVISION & BONDS ADMINISTRATOR



# Vicinity Map

Public Storm Sewer Easement  
3919 & 3909 30th St. N.  
RPC# 04008032 & 04008031



0 50 100 Feet

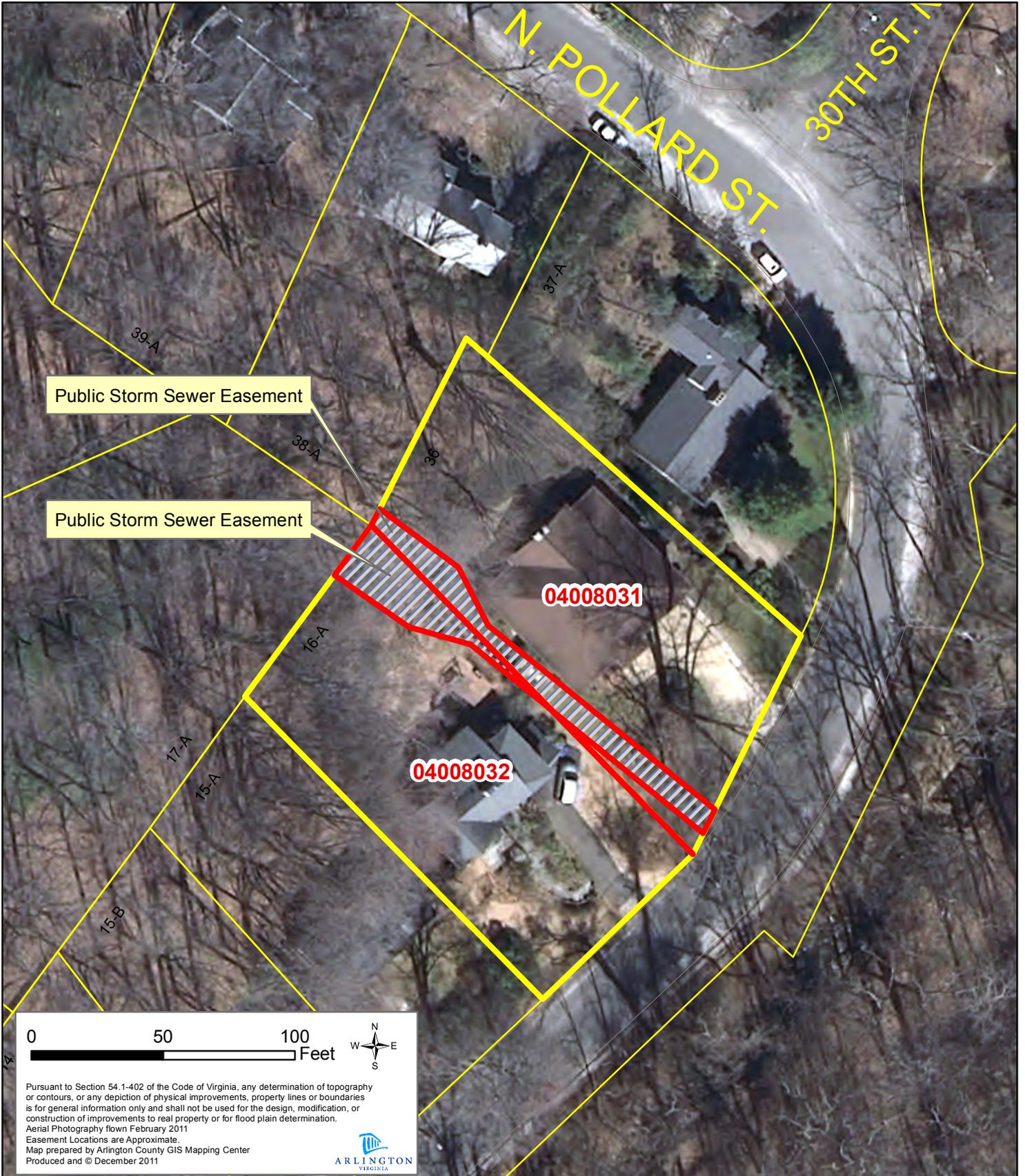
W N  
S E

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 2011  
Easement Locations are Approximate.  
Map prepared by Arlington County GIS Mapping Center  
Produced and © December 2011

ARLINGTON VIRGINIA

# Vicinity Map

Public Storm Sewer Easement  
3919 & 3909 30th St. N.  
RPC# 04008032 & 04008031

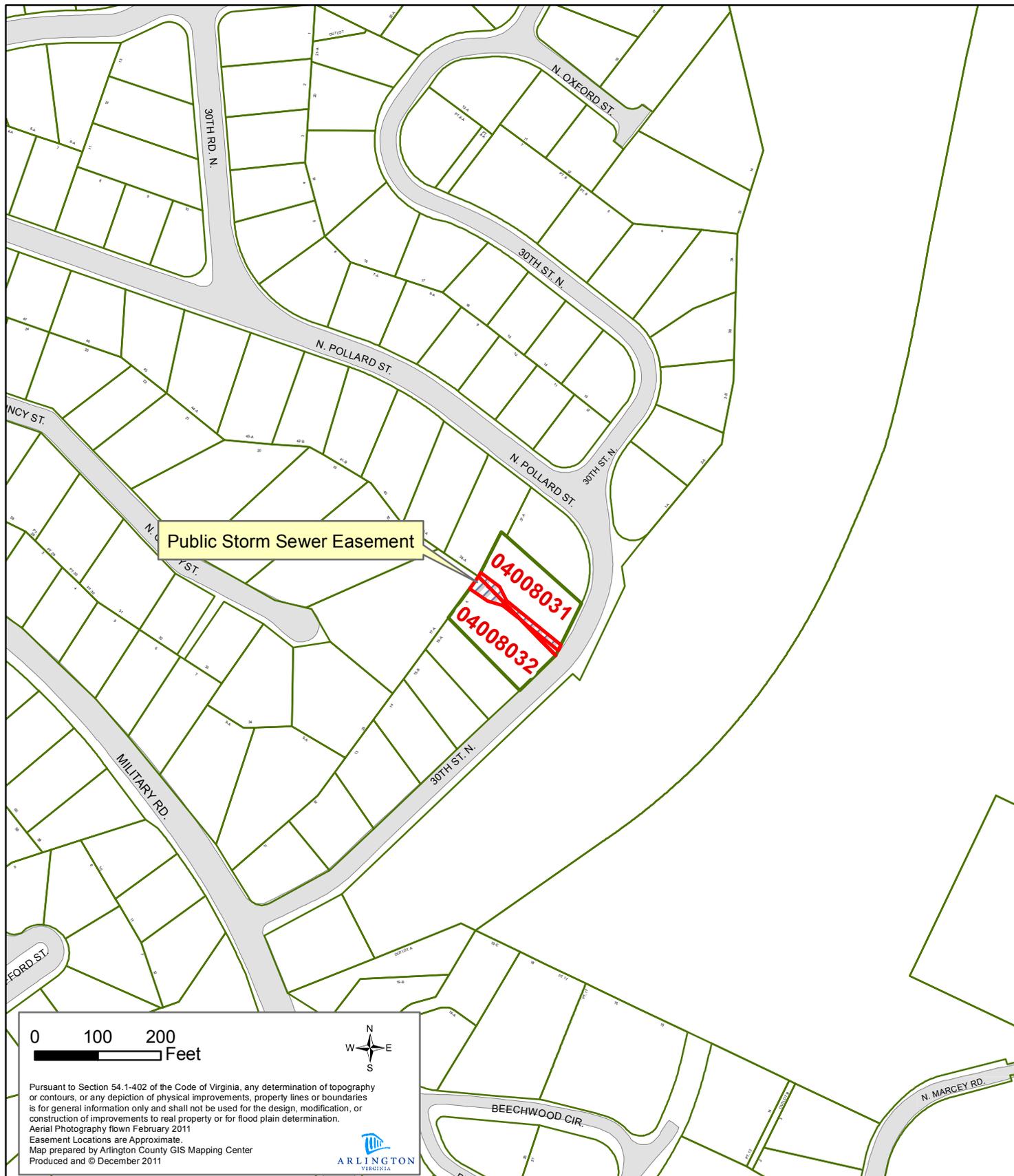


Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property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



## Vicinity Map

Public Storm Sewer Easement  
3919 & 3909 30th St. N.  
RPC# 04008032 & 04008031



0 100 200 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 2011  
Easement Locations are Approximate.  
Map prepared by Arlington County GIS Mapping Center  
Produced and © December 2011

