



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of June 16, 2012**

**DATE:** May 21, 2012

**SUBJECT:** Approval of a Deed of Subterranean Telecommunications Line Easement and Temporary Construction Easement, Between the County Board of Arlington County, Virginia and the United States of America, for the Installation and Maintenance of an Underground Telecommunications Line Across Portions of Long Bridge Park, RPC Nos. 34-23-001, 34-23-002, 34-024-349, 34-024-350 and 34-024-351.

**C. M. RECOMMENDATION:**

1. Approve the attached Deed of Subterranean Telecommunications Line Easement and Temporary Construction Easement (“Easement”), between the County Board of Arlington County, Virginia and the United States of America (“USA”), for the installation and maintenance of an underground telecommunications line across portions of Long Bridge Park, RPC Nos. 34-23-001, 34-23-002, 34-024-349, 34-024-350 and 34-024-351.
2. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute the Easement and any related documents, on behalf of the County Board, subject to approval as to form of the deed and documents by the County Attorney.

**ISSUES:** Approval and execution of the Easement (Exhibit A) is necessary to provide the USA with permission to install, and maintain underground, within portions of the County’s Long Bridge Park property, a new telecommunications line that will serve facilities of the USA. There are no outstanding issues.

**SUMMARY:** The USA has requested that the County Board grant and convey to the USA the attached Easement for the construction, installation, use, maintenance, operation, repair, replacement and removal of a telecommunication line under the County’s Long Bridge Park property. Upon approval and execution of the Easement by the County, and execution of the Easement and payment by the USA of the required compensation, the USA will be authorized to begin to locate, underground, operate and maintain a telecommunication line under the County’s Long Bridge Park property, consistent with the terms of the Easement.

County Manager:

*BMD/mjs*

County Attorney:

*[Signature]*      *BAK*

17.

Staff: Tim O’Hora, DES Real Estate; Erik Beach DPR

**BACKGROUND:** The USA has requested that the County Board grant and convey to the USA the attached Easement for the location, operation and maintenance of a telecommunication line under the County's Long Bridge Park property.

**DISCUSSION:** The terms of the attached Easement were negotiated between the County staff and staff from the USA's Army Corps of Engineers. The Easement consists of a temporary construction easement and a permanent easement. The physical areas of the Easement are depicted on the plat attached to the Easement. The location of the permanent telecommunications line easement would run underground beneath the County's Long Bridge Park, from Roaches Run, across the County's Parcel 17 Potomac Yard parcel, through the CSX rail corridor, and then underground beneath the County's Parcels 15A and 15B, in the general area of, and beneath and across portions of, the USA's existing outfall easement.

The temporary construction easement would be located on the old Twin Bridges site portion of Long Bridge Park, and would be solely for the staging, construction and installation of the subterranean telecommunications line. The temporary construction easement would automatically expire at 12:00 PM on August 31, 2012. The proposed Easement specifically does not include the permission or right of the USA to enter upon any portion of the surface of the County's property after the expiration of the temporary construction easement, except upon receipt of written authorization from County. The County reserves the right to use the area of the Easement for any reasonable purpose not inconsistent with the rights and permissions granted to the USA, including, without limitation, the installation, maintenance, repair, relocation and replacement of structures and improvements of various nature, including, without limitation, a planned park berm, esplanade, esplanade wall, esplanade wall footers, fill, fencing, landscaping, asphalt, concrete, pavers, utilities, curb and gutter.

The USA has agreed to pay to the County, as compensation, the following sums that County staff recommends as fair market value compensation for the interests being conveyed by the County to the USA: 1) Sixteen Thousand Three Hundred Dollars (\$16,300.00) for the permanent subterranean telecommunications lines easement; and 2) Nine Thousand Five Hundred Dollars (\$9,500.00) for the temporary construction easement. The total compensation to be paid by the USA to the County for the Easements will be Twenty-Five Thousand Eight Hundred Dollars (\$25,800.00).

Once the Easement is approved by the County Board and executed on behalf of both the USA and the County Board, and the compensation is received by the County from the USA, then the USA will begin to locate, underground, operate and maintain the telecommunication line under the County's Long Bridge Park property, consistent with the terms of the Easement.

**FISCAL IMPACT:** The \$25,800.00 to be received in compensation for the Easement from the USA will be deposited into the Department of Parks and Recreation Trust & Agency Account 799.91279.60x2.

**EXHIBIT A - EASEMENT**

**Grantee Address**

**When recorded return to:**

Real Property Services Field Office  
Corps of Engineers, Baltimore District  
PO Box 548  
Annapolis Junction, MD 20701

**RPC Nos.: 34023001, 34023002, 34024349, 34024350 and 34024351**

**DEED OF SUBTERRANEAN TELECOMMUNICATIONS LINE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

This Deed of Subterranean Telecommunications Line Easement and Temporary Construction Easement (the "Deed") is entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, GRANTOR, and THE UNITED STATES OF AMERICA, GRANTEE, whose mailing address is, United States Corps of Engineers, Baltimore District, Real Property Services Field Office, PO Box 548, Annapolis Junction, MD 20701.

Recitals

A. Grantor is the fee simple owner of those certain parcels of land known as Parcel 15-A and Parcel 15-B Potomac Yard Arlington (RPC Numbers 34024350 and 34024351). Parcel 15-A and Parcel 15-B Potomac Yard Arlington are portions of the land and improvements acquired by Grantor by Special Warranty Deed dated October 31, 2002, and recorded in Deed Book 3400, Page 734, among the land records of the Circuit Court of Arlington County, Virginia (the "Land Records").

B. Grantor is the fee simple owner of that certain parcel of land known as Parcel 17 Potomac Yard North (RPC Number 34024349). Parcel 17 Potomac Yard North was acquired by Grantor by Special Warranty Deed dated October 23, 2009, and recorded in Deed Book 4318, Page 1754, among the Land Records.

C. Grantor is the fee simple owner of those certain parcels of land referred to as the Twin Bridges Parcels (RPC Numbers 34023001 and 34023002), and more particularly described by the metes and bounds description in Exhibit A attached hereto and incorporated herein by this reference. The Twin Bridges Parcels were acquired by Grantor by Special Warranty Deed dated October 20, 2011, and recorded in Deed Book 4497, Page 1553, among the Land Records.

D. Parcels 15-A and 15-B Potomac Yard Arlington, Parcel 17 Potomac Yard North and the Twin Bridges Parcels are collectively hereinafter referred to as the "Grantor's Property".

E. Grantor's Property is bounded, in part, on the east by Roaches Run.

F. Grantor's Property is bounded, in part, on the west by the Old Jefferson Davis Highway, a public right of way owned by Grantor.

G. Grantee has requested and, by this Deed, the Grantor grants and conveys unto Grantee, a temporary construction easement and a subterranean telecommunications line

easement across portions of Grantor's Property. The temporary construction easement permits the Grantee to use a portion of the Grantor's Property for staging, construction and installation of a subterranean telecommunications line consisting of a 450 feet in length, 3-1.25" in diameter, high density polyethylene conduit containing fiber optic cable (collectively "Improvements") and the subterranean telecommunications line easement permits the use of such Improvements for telecommunications for the Government of the United States of America within the Grantee's Property as more particularly shown on a plat hereinafter described.

NOW, THEREFORE, for sum of Twenty-Five Thousand Eight Hundred Dollars (\$25,800.00) cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee covenant and agree as follows:

1. Temporary Construction Easement.

A. Grantor hereby grants and conveys unto Grantee a temporary, non-exclusive easement (the "Temporary Construction Easement") across, upon, under and through Grantor's Property, between Roaches Run and the Old Jefferson Davis Highway right of way, as spatially shown, in horizontal and vertical planes, on a Plat entitled "Plat Showing Subterranean Telecommunication Line Easements and Temporary Construction Easement Parcel 15A and 15B Potomac Yard Arlington, Deed Book 4464 at Page 1848, Parcel 17 Potomac Yard North, Deed Book 3754, Page 1825, Parcel B and Part of Parcel D R.F.&PRR Co. Property, Deed Book 4444 at Page 2608, Arlington County, Virginia", dated June 4, 2012, by Christopher Consultants, Ltd., attached hereto as Exhibit B (the "Plat"), and designated on the Plat as "Temporary Construction Easement Area". The purposes of the Temporary Construction Easement are for the Grantee and its contractors to use the Temporary Construction Easement Area solely for the staging, construction and installation of the Improvements, to be owned solely by the Grantee, and which Improvements solely serve the Government of the United States of America (and no other entities or persons), and for construction purposes reasonably related to the initial construction of the Improvements, but not for surface access from Old Jefferson Davis Highway to the CSX Rail Corridor or Roaches Run.

B. The Temporary Construction Easement shall commence on the effective date of this Deed and shall automatically expire at 12:00 PM on August 31, 2012. Upon the expiration of the Temporary Construction Easement, all of the rights of and benefits to Grantee in, to and under this Deed, with respect to the Temporary Construction Easement, shall automatically terminate and be of no further force and effect.

C. If any action of the Grantee's employees or agents in the exercise of the right-of-way results in damage to the Grantor's Property, the Grantee will, in its sole discretion, either repair such damage or make an appropriate settlement with the Grantor. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Grantee's liability under this clause is subject to the availability of appropriations for such payment and nothing contained in this agreement may be considered as implying that Congress will at

a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Grantor may have to make a claim under applicable laws for any damages other than those provided for herein.

2. Subterranean Telecommunications Line Easement. Grantor hereby grants and conveys to Grantee, a non-exclusive subterranean easement (the "Subterranean Telecommunications Line Easement") only under the surface of Grantor's Property between the elevations below mean sea level indicated and/or depicted on the Plat, using North American Vertical Datum of 1988 (NAVD 88), within the areas designated "5' Subterranean Telecommunications Line Easement", as shown on the Plat. The purposes of the Subterranean Telecommunications Line Easement are for the Grantee to use the Subterranean Telecommunications Line Easement Area solely for the construction, installation, use, maintenance, operation, repair, replacement and removal of the Improvements, by subterranean access only, through the Subterranean Telecommunications Line Easement Area. The Subterranean Telecommunications Line Easement hereby granted specifically does not include the permission or the right of the Grantee or others to enter upon any portion of the surface of Grantor's Property, after the expiration of the Temporary Construction Easement, or to enter the Grantor's Property for access to the Subterranean Telecommunications Line Easement Area, or to perform any work outside the Subterranean Telecommunications Line Easement Area, except upon Grantee's receipt of written authorization from Grantor. Upon termination or expiration of the Temporary Construction Easement granted by this Deed, the Grantee shall enter the Subterranean Telecommunications Line Easement Area, by subterranean access only, from Roaches Run, the CSX Rail Corridor Easement or, from the Old Jefferson Davis Highway public right-of-way, provided that the Grantee has obtained from Arlington County the required permits to perform work in the public right-of-way. The Subterranean Telecommunications Line Easement hereby granted shall automatically terminate, without the necessity of any further action by the Grantor or Grantee, upon abandonment or non-use of the Improvements by the Grantee for a period of sixty (60) days.

3. Reservations of Grantor Rights. Grantor specifically reserves to itself the right to use the Subterranean Telecommunications Line Easement Area for any reasonable purpose not inconsistent with the rights and permissions conveyed to Grantee by this Deed, provided that Grantor's use does not invade the Subterranean Telecommunications Line Easement Area. The Grantor's planned uses shall include, without limitation, the installation, maintenance, repair, relocation and replacement of structures and improvements of various nature, including, without limitation, a planned park berm, esplanade, esplanade wall, esplanade wall footers, fill, fencing, landscaping, asphalt, concrete, pavers, utilities, curb and gutter.

4. Grantee shall construct the Improvements in a workmanlike manner and in strict compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as such statutes, ordinances, rules and regulations are amended from time to time. Neither the Grantee, its contractors, or any other persons or entities shall commence any work within the Temporary Construction Easement Area or the Subterranean Telecommunications Line Easement Area until the Grantee has complied with all applicable federal, state, and local statutes, ordinances, rules, and regulations required to be satisfied before commencement of such work.



Notice shall be deemed effective upon delivery. Either party may, by like notice given at least ten (10) days before such change becomes effective, designate a new address to which such notices shall be sent.

8. Nothing in this Deed, nor any action taken by Grantor pursuant to this Deed, shall constitute or be construed as a waiver of either the sovereign immunity, governmental immunity, or other immunity or rights of the Grantor, or of its elected and appointed officials, officers and employees.

9. No provision of this Deed shall create in the public, or in any person or entity other than the Grantee or the Grantor, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Deed or otherwise.

10. The Grantor's execution and delivery of this Deed shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, nor any other governmental approval or consent required to be obtained by Grantee. Whenever, in this Deed, Grantor is required to join in, consent, give its approval, or otherwise act under this Deed, it is understood that such obligations apply to the Grantor acting in its capacity as a Grantor and not in its capacity as a governing authority. Nothing in this Deed shall be construed to waive any of Grantor's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Temporary Construction Easement or the Subterranean Telecommunications Line Easement Area, including, but not limited to its police power, right to grant or deny permits, right to collect fees, right to prevent, restrict or limit the entry upon and use of Grantor's Property, or any other power, right or obligation whatsoever.

11. Sovereign Immunity, Governmental Immunity; Supremacy; and Non-Appropriation

A. No provision of this Deed is intended to, or shall be construed as, abrogating, waiving or diminishing: (i) the sovereign or governmental immunity, under applicable federal or state law, of the Grantor or the Grantee; or (ii) the Supremacy Clause of the United States Constitution.

B. All obligations of the Grantor and the Grantee arising out of this Deed shall be subject to the appropriation of funds for such purpose(s) by the Grantor or the Grantee, as the case may be.

C. Grantee shall be liable from damages arising from or in connection with the use by Grantee to the extent allowed by law. Grantee shall not be liable for any loss, destruction or damages beyond Grantee's control and without the fault or negligence or willful misconduct of the Grantee, its employees, acting within the scope of their employment, or their contractors acting within their scope or work, including but not restricted to, acts of nature, such as fire, lightning, earthquakes, floods, or severe weather and acts of war or terrorism.

12. The rights granted and conveyed to the Grantee by this Deed are not assignable, except with the express prior written consent of Grantor.

13. No representation or statement, oral or written, other than those set forth in this Deed and documents incorporated herein by reference, shall be deemed to modify, add to, or change the terms of this Deed. All prior negotiations and discussions concerning the subject matter hereof shall be deemed superseded by, and integrated into, this Deed.

14. The agreements and covenants set forth in this Deed are not personal to the Grantee and Grantor. The burden of such agreements and covenants shall run with the Grantor's Property and Grantee's successors in interest, if any.

15. The Temporary Construction Easement and the Subterranean Telecommunications Line Easement are subject to the rights of other third parties with interests in, or prior permissions to use, whether recorded or unrecorded, the Temporary Construction Easement and the Subterranean Telecommunications Line Easement Area, respectively.

16. This Deed, and the rights and obligations of the Grantor and Grantee shall be governed by the laws of the Commonwealth of the Virginia, except to the extent federal law is controlling.

17. This Deed shall be first executed by the Grantee, and shall be effective, after approval by the Grantor, upon the date it is executed on behalf of the Grantor, and delivered to the Grantee ("Effective Date").

18. Each individual signing on behalf of a party to this Deed states that he or she is the duly authorized representative of the signing party and that his or her signature on this Deed has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

19. Notwithstanding any other provision in the Deed to the contrary, all of the Grantor's and the Grantee's obligations or liabilities, respectively, which may arise under this Deed, are subject to, and limited by, applicable law.

20. The Recitals and Exhibits are incorporated by reference into this Deed.

WITNESS the following signatures:

[Signature appear on the following pages]

**GRANTOR:**

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

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

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
\_\_\_\_\_ on behalf of The County Board of Arlington County,  
Virginia, as its authorized representative.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires:

Approved as to form:

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

**GRANTEE:**

THE UNITED STATES OF AMERICA

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

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

Title: \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_)

\_\_\_\_\_ of \_\_\_\_\_); to wit

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
\_\_\_\_\_ on behalf of the United State of America, as its  
authorized representative.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires:

## Exhibit A

### Legal Description of the "Twin Bridges Parcels" (RPC Numbers 34023001 and 34023002)

ALL that tract or parcel of land located in Arlington County, Virginia and described as a single, contiguous parcel as follows:

BEGINNING for the same at a point on the Easterly right-of-way line of Old Jefferson Davis Highway (50' R/W) said point also lying on the Northerly easement line for Rosslyn Connecting Railroad Company; thence running with said Easterly right-of-way line of Old Jefferson Davis Highway the following three (3) courses and distances:

1. North 17°34'43" East, 413.59 feet to a point; thence
2. 31.42 feet along the arc of a curve to the left having a radius of 20.00 feet and a chord bearing and distance of North 27°25'17" West, 28.28 feet to a point; thence
3. North 72°25'17" West, 30.00 feet to a point marking the lands of the United States Government; thence running with said lands of the United States Government the following five (5) courses and distances
4. North 17°34'43" East, 55.45 feet to a point; thence
5. North 47°16'33" East, 219.49 feet to a point; thence
6. North 32°40'42" East, 263.49 feet to a point; thence
7. North 83°50'15" East, 307.00 feet to point; thence
8. South 53°00'37" East, 99.02 feet to a point; thence leaving the lands of the United States Government and running with the westerly line of the Richmond Fredericksburg & Potomac railroad company
9. South 33°16'23" West, 861.25 feet to a point on the aforesaid northerly easement line for Rosslyn Connecting Railroad Company; thence running with said northerly easement line
10. 333.66 feet along the arc of a curve to the right having a radius of 1136.28 feet and a chord bearing and distance of South 71°31'47" West, 332.46 feet to the point of beginning containing 308,698 square feet or 7.08673 acres of land, more or less.

AND BEING THE SAME PROPERTY acquired by the County Board of Arlington County Virginia from MR Monument View LLC, a Delaware limited liability company, by Deed dated October 20, 2011, and recorded in Deed Book 4497, Page 1553, among the land records of Arlington County, Virginia.

## **Exhibit B**

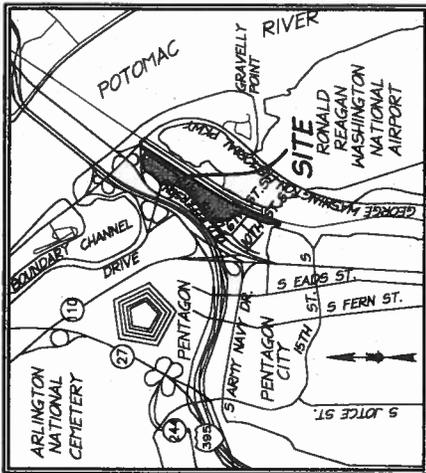
### SURVEYOR'S CERTIFICATE

I, KERRY L. SKINNER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED BY THIS PLAT IS NOW IN THE NAME OF THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA AS RECORDED IN DEED BOOK 3400 PAGE 794 (RPC NUMBERS 34024850 AND 34024851), AS RECORDED IN DEED BOOK 4497 PAGE 1563 (RPC NUMBER 34023001), AND AS RECORDED IN DEED BOOK 3754 AT PAGE 1825 (RPC NUMBER 34024844) ALL AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.



### NOTES:

1. THE PROPERTIES DELINEATED ON THIS PLAT ARE LOCATED ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NO. 076-A, IDENTIFIED BY REAL PROPERTY CODE (RPC) NUMBERS 34024850 AND 34024851 AND REAL PROPERTY IDENTIFICATION MAP NO. 044-09, IDENTIFIED BY REAL PROPERTY CODE (RPC) NUMBERS 34023001 AND 34024844.
2. RPC NUMBERS 34024850 AND 34024851 ARE ZONED "P-S" PUBLIC SERVICE DISTRICT. RPC NUMBER 34023001 IS ZONED C-O-1.5. RPC NUMBER 34024844 IS ZONED S-34.
3. THE PROPERTIES SHOWN HEREIN ARE LOCATED ON F.E.M.A. MAP COMMUNITY PANEL NO. 585520000 B, DATED 5/03/82, ZONE "C", AN AREA OF MINIMAL FLOODING.
4. NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN ON THIS PLAT.
5. PARCELS 15-A AND 15-B WERE CREATED BY A PLAT RECORDED IN DEED BOOK 4464 AT PAGE 1840. PARCEL 17 WAS CREATED BY A PLAT RECORDED IN DEED BOOK 3754 AT PAGE 1825. PARCEL B AND PART OF PARCEL D, R.F. & PRR CO. PROPERTY AS DESCRIBED BY A LEGAL DESCRIPTION RECORDED IN DEED BOOK 4464 AT PAGE 2020, ALL AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.
6. THE SUBTERRANEAN TELECOMMUNICATION EASEMENTS ARE 5 FEET IN WIDTH AND VERTICALLY 5 FEET HIGH ON PARCELS 15-A AND 15-B. IT IS LOCATED BETWEEN 1 FEET ABOVE AND 4 FEET BELOW MEAN SEA LEVEL. ON PARCEL 17, IT IS LOCATED BETWEEN 1/2 AND 2 1/2 FEET BELOW MEAN SEA LEVEL.



VICINITY MAP

SCALE: 1" = 2000'

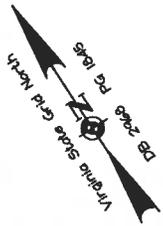
PLAT SHOWING  
 SUBTERRANEAN TELECOMMUNICATION EASEMENTS  
 AND TEMPORARY CONSTRUCTION EASEMENT  
**PARCEL 15-A AND 15-B**  
**POTOMAC YARD ARLINGTON**  
 DEED BOOK 4464 PAGE 1840

**PARCEL 17**  
**POTOMAC YARD NORTH**  
 DEED BOOK 3754 PAGE 1825  
**PARCEL B AND PART OF PARCEL D**  
**R.F. & PRR CO. PROPERTY**  
 DEED BOOK 4464 PAGE 2020

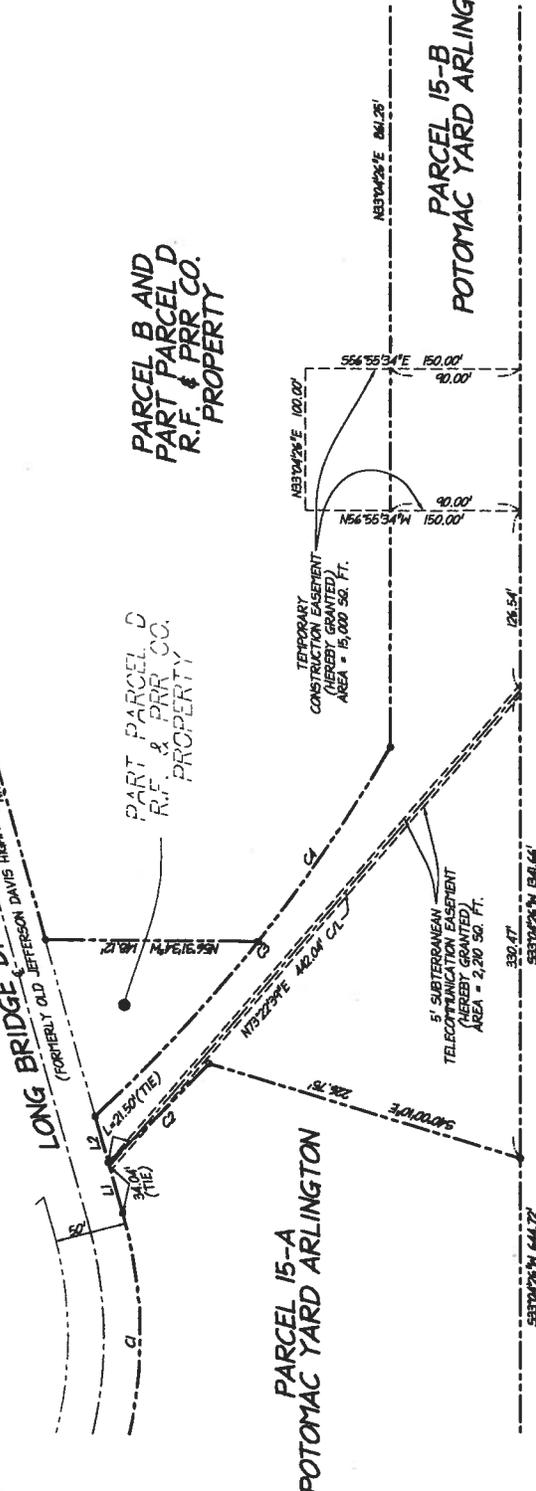
ARLINGTON COUNTY, VIRGINIA  
 SCALE: 1" = 500' DATE: 06/04/12 REV:  
 DRAWN: BWS CHECKER: MJS



christopher consultants  
 engineering planning and planning  
 1017 FREDERICK STREET  
 ARLINGTON, VA 22204



LONG BRIDGE DRIVE (R/W VARIES)  
(FORMERLY OLD JEFFERSON DAVIS HIGHWAY) N172°44'E 284.05'



PARCEL B AND PART PARCEL D  
R.F. & PRR CO. PROPERTY

PART PARCEL D  
R.F. & PRR CO. PROPERTY

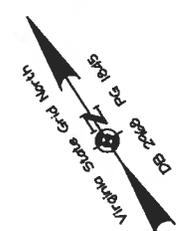
PARCEL 15-A  
POTOMAC YARD ARLINGTON

PARCEL 15-B  
POTOMAC YARD ARLINGTON

PARCEL 16  
POTOMAC YARD NORTH

PARCEL 17  
POTOMAC YARD NORTH

ROACHES RUN WATERFOWL SANCTUARY  
(WATERS OF THE POTOMAC RIVER)  
PROPERTY OF  
UNITED STATES OF AMERICA

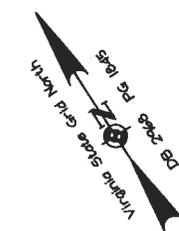


**LINE TABLE**

LINE	BEARING	LENGTH	DELTA	DISTANCE
L1	N172°44'E	192.07'	33°55'56"	97.03'
L2	N172°44'E	333.67'	08°22'05"	33.74'

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING	TANGENT
C1	324.37'	192.07'	33°55'56"	109.28'	N87°20'54"E	98.94'
C2	1166.28'	98.72'	04°51'00"	98.69'	N78°05'14"E	49.39'
C3	1136.28'	333.67'	16°44'24"	332.47'	N71°14'50"E	163.04'
C4	1136.28'	165.95'	08°22'05"	165.81'	S57°06'07"W	83.12'



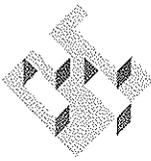
PLAT SHOWING  
SUBTERRANEAN TELECOMMUNICATION EASEMENTS  
AND TEMPORARY CONSTRUCTION EASEMENT  
**PARCEL 15-A AND 15-B  
POTOMAC YARD ARLINGTON**  
DEED BOOK 4484 PAGE 1848

**PARCEL 17  
POTOMAC YARD NORTH**  
DEED BOOK 3754 PAGE 1825

**PARCEL B AND PART OF PARCEL D  
R.F. & PRR CO. PROPERTY**  
DEED BOOK 1444 PAGE 2608

ARLINGTON COUNTY, VIRGINIA  
SCALE: 1" = 60' DATE: 06/04/12 REV:  
DRAWN: BWS CHECKER: NLS

christopher consultants  
Professional Land Surveyors  
1017 Westpark Drive, Suite 100, Fairfax, VA 22031  
703.261.1100



**Description of  
5' Subterranean Telecommunication Easement  
On the land of  
The County Board of Arlington County, Virginia  
(Parcel 15-A and 15-B, Potomac Yard Arlington)  
Arlington County, Virginia  
June 6, 2012**

Beginning at the northwesterly corner of Parcel 15-A, Potomac Yard Arlington and the southwestery corner of Parcel 15-B, Potomac Yard Arlington, said corner lies on the easterly right-of-way of Long Bridge Drive (formerly Old Jefferson Davis Highway);

Thence, departing Parcel 15-B, Potomac Yard Arlington and continuing with the easterly right-of-way of Long Bridge Drive and the westerly line of Parcel 15-A, Potomac Yard Arlington S 17°22'46" W, a distance of 2.99 feet to the true point of beginning;

Thence through Parcel 15-A and 15-B, Potomac Yard Arlington along the centerline of the 5' Subterranean Telecommunication Easement N 73°22'39" E, a distance of 442.04 feet to a point on the westerly line of Parcel 16, Potomac Yard North, Said point being N 33°04'26" E, a distance of 330.47 feet to the northeasterly corner of Parcel 15-A, Potomac Yard Arlington and the southeasterly corner of Parcel 15-B, Potomac Yard Arlington.

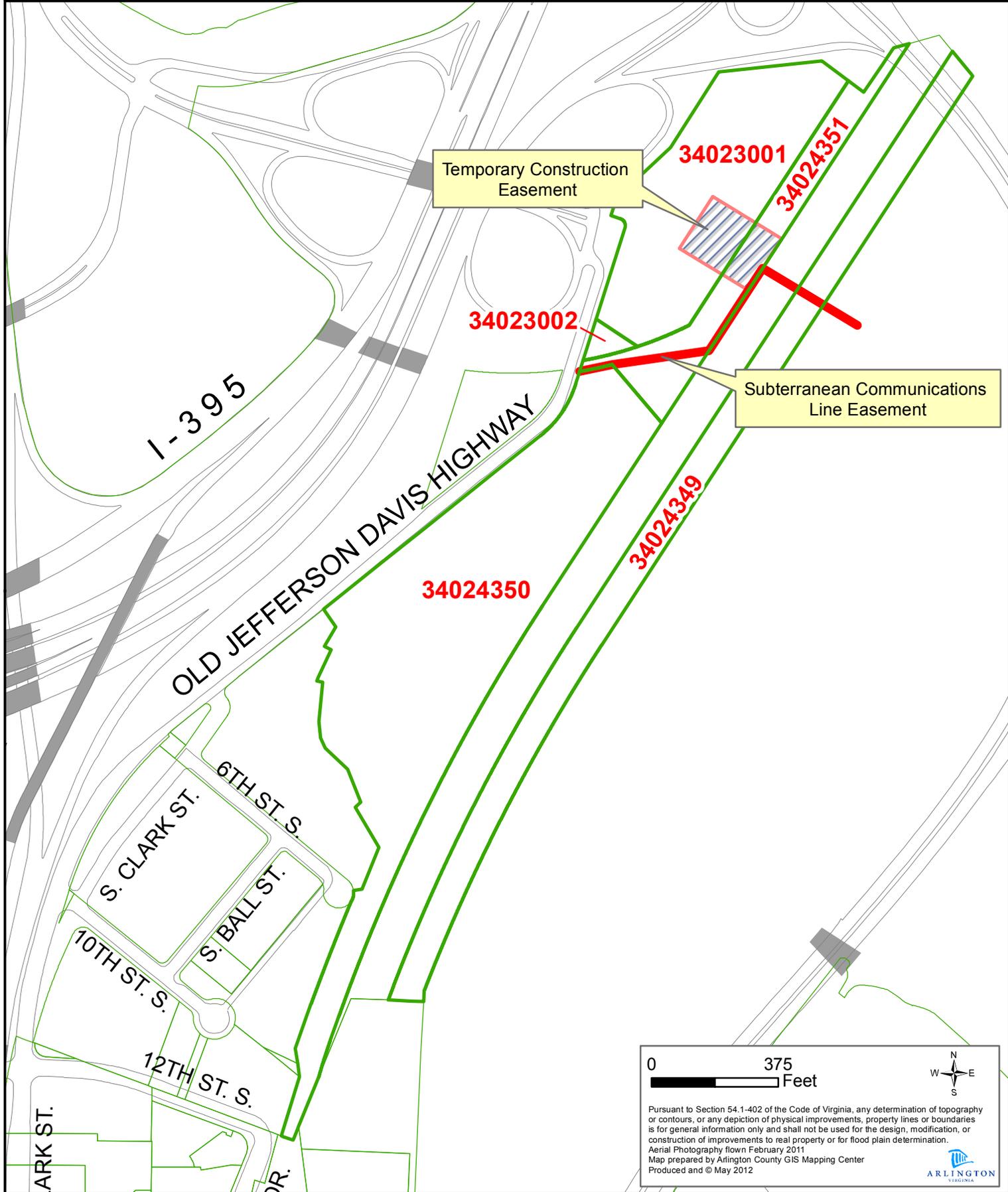
**Description of  
5' Subterranean Telecommunication Easement  
On the land of  
The County Board of Arlington County, Virginia  
(Parcel 17, Potomac Yard North)  
Arlington County, Virginia  
June 6, 2012**

Beginning at point being the northwest corner of the property herein described, said point also being common with the line of the Roaches Run Waterfowl Sanctuary (Property of the USA) and the southerly line of Parcel 16 Potomac Yard North;

Thence departing the line of the property of the USA and running with the southerly line of Parcel 16 Potomac Yard North S 33° 04' 26" W 904.43 feet to a point being the centerline of the 5' subterranean telecommunication easement;

Thence S 54° 54' 46" E 19.19 feet to an angle point; Thence S 50° 24' 02" E 71.29 feet to a point on the southerly line of Parcel 17 and the terminus of the said 5' subterranean telecommunications easement.

Vicinity Map  
Deed of Subterranean Communications Line Easement  
and Temporary Construction Easement  
RPC # 34023001, 34023002, 34024349, 34024350. & 34024351



0 375 Feet

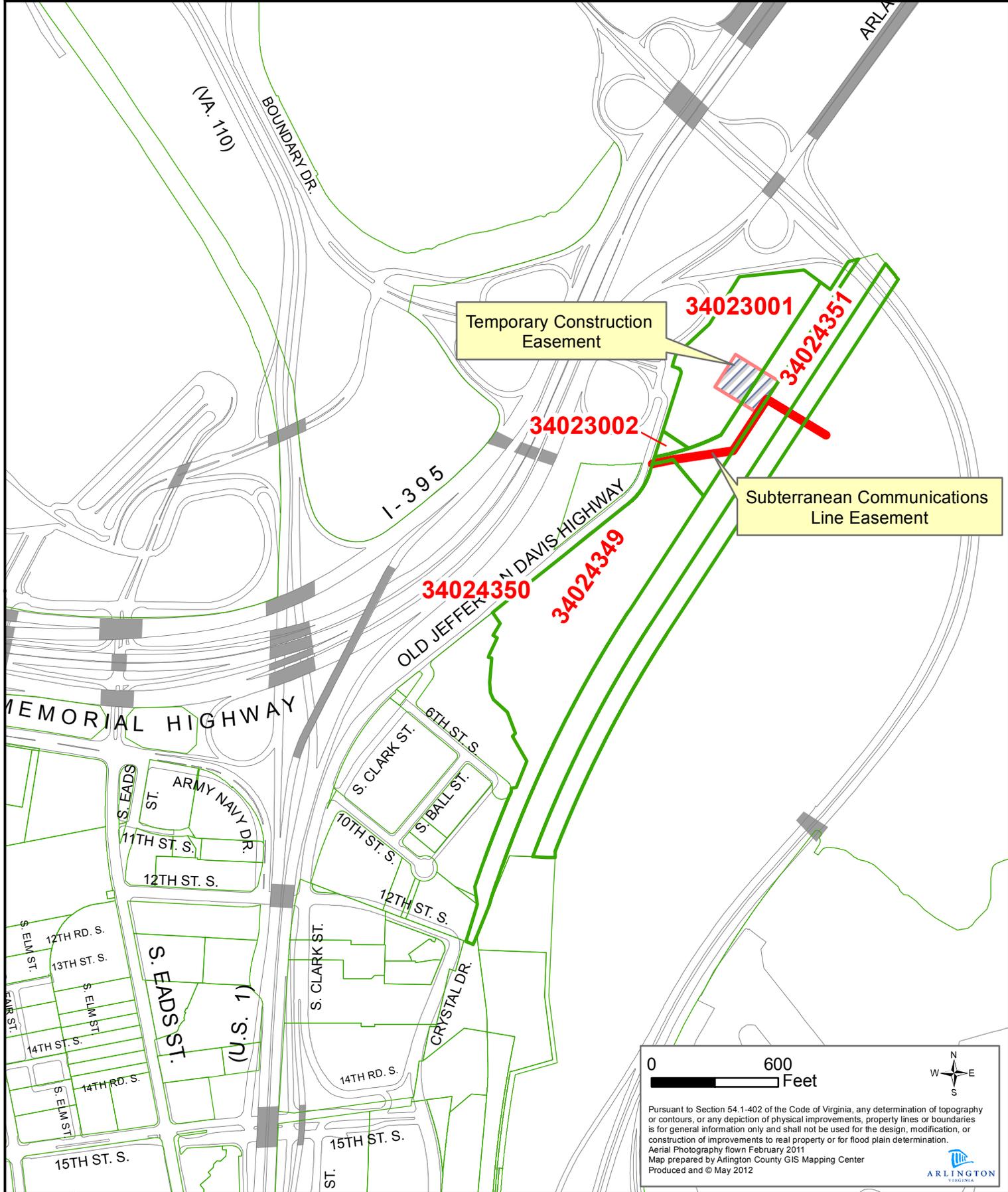
Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.  
Aerial Photography flown February 2011  
Map prepared by Arlington County GIS Mapping Center  
Produced and © May 2012

ARLINGTON VIRGINIA

# Vicinity Map

## Deed of Subterranean Communications Line Easement and Temporary Construction Easement

RPC # 34023001, 34023002, 34024349, 34024350. & 34024351



0 600 Feet

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