



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of July 21, 2012

DATE: July 9, 2012

SUBJECT: Approval and Acceptance of Deeds of Easement for Public Sidewalk, Utilities and Drainage Purposes for a Department of Environmental Services Street Improvement Project on Properties along a portion of North Quebec Street, located on 21st Street North (RPC# 06-019-001) and at 4042 Lee Highway (RPC# 06-019-002), both in Arlington County, Virginia.

C. M. RECOMMENDATION:

1. Approve the attached two Deeds of Easement for Public Sidewalk Utilities and Drainage Purposes on a property on 21st Street North (RPC# 06-019-001) and on a property at 4042 Lee Highway (RPC# 06-019-002), both in Arlington County, Virginia (“Properties”).
2. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept, on behalf of the County Board, the attached Deeds of Easement, subject to approval as to form by the County Attorney.

ISSUES: County Board approval is needed for easements for public sidewalks, utilities, and drainage. There are no issues involved with this agenda item.

SUMMARY: This is a request for the County Board to approve, and authorize the acceptance of, two deeds conveying permanent easements for public sidewalk, utilities and drainage purposes to the County that will permit future maintenance and repair of certain sidewalk improvements that were installed on a property on 21st Street North (RPC# 06-019-001) and on a property at 4042 Lee Highway (RPC# 06-019-002), both in Arlington County, Virginia (“Properties”), during the construction of a Department of Environmental Services, utility undergrounding project. The Department of Environmental Services has relocated and undergrounded, certain electrical facilities, along a portion of North Quebec Street, between 21st Street North and Lee Highway in the Cherrydale neighborhood. During construction, certain sidewalk facilities were constructed upon the Properties. The subject easements are being acquired to ensure that the County has sufficient easement area to maintain, repair, reconstruct, replace or remove the improvements that were constructed upon the Properties as part of the

County Manager:

County Attorney:

21.

Staff: Kevin Connolly, DES Real Estate

project. The attached Deeds of Easement (Attachment 1) have been signed by the owner of the Properties.

BACKGROUND: The Department of Environmental Services designed, and is constructing, a project for the undergrounding of certain electrical facilities in Cherrydale, along a portion of Lee Highway. The project plans call for the construction of underground electrical duct bank and subsequent removal of the existing overhead cables and utility poles along Lee Highway between North Oakland Street and North Quincy Street. The new underground electrical cables will tie in to the existing overhead system on North Quebec Street and on Lee Highway west of North Quebec Street. The project is currently under construction, and it is estimated that the project will be completed by the County in December of 2012, and by Dominion Virginia Power in November of 2013. As part of the project improvements, certain sidewalk improvements and related facilities have been installed on the Properties within the areas shown on the vicinity maps attached hereto as Attachment 2. The permanent easements which are the subject of this report are more particularly described on the plats that are attached to the Deeds of Easement, which plats are respectively entitled “Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes on Lot 30, Block 1, Cherrydale, D.B. 135, PG. 202, Arlington County, Virginia”, and Plat Showing Easement for Public Sidewalk, Utilities and Drainage Purposes on Part Lot 1, Block 1, Cherrydale, D.B. 135, PG. 202, Arlington County, Virginia”.

DISCUSSION: All deeds conveying property interests to the County Board must be accepted by, or on behalf of, the County Board in order to be valid. The Deeds of Easement are necessary for the construction, maintenance, repair, reconstruction, replacement and/or removal of the public sidewalk, utilities, and storm drainage improvements. The County Board is being requested therefore, to approve the attached Deeds of Easement and to authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute the deeds, indicating acceptance thereof, on behalf of the County Board.

FISCAL IMPACT: The easements are to be acquired for a total compensation of One Thousand Dollars (\$1,000) paid to the owner of the Property; Five Hundred Dollars (\$500) for each of the two easements. The cost of the easements will be paid from Account 316.43523.UGKB.000.0000.

**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 **CROWN REAL PROPERTIES LLC**, a Virginia limited liability company ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee"), and **PETER PUPECKI**, Substitute Trustee; and **TOYOTA MOTOR CREDIT CORPORATION**, a California corporation ("Beneficiary").

RECITALS:

Whereas, Crown Real Properties LLC, is the fee simple owner of those certain tracts, pieces, or parcels of real estate described below, situated in Arlington County, Virginia, conveyed by deed dated **October 26, 2005**, and confirmed by deed dated **December 13, 2006**, and recorded in Deed Book **3773** at Page **256**; and Deed Book **4078**, at Page **2350**, respectively, among the land records of Arlington County, Virginia,

Whereas, Toyota Motor Credit Corporation, is the Beneficiary of that Deed of Trust and Security Agreement from Crown Real Properties LLC, as Grantor, dated **October 26, 2004**, and recorded in Deed Book **3773**, at Page **263**, as modified by that Modification No. 2 to Loan and Security Agreement and Other Loan Documents, dated November 18, 2008, and recorded in Deed Book 4226, at Page 2188 all among the land records of Arlington County, Virginia (collectively the Deed of Trust and Security Agreement and the Modification No.2 to Loan and Security Agreement and Other Loan Documents are hereinafter referred to as the "Deed of Trust"); and

Whereas, by that certain Deed of Substitution of Trustee, dated August 27, 2008, and recorded in Deed Book 4212, at Page 2132 among the land records of Arlington County, Virginia, Vincent Paugh was appointed Trustee of the Deed of Trust, in the place and stead of David Brennan.

Whereas, by that certain Deed of Substitution of Trustee, dated April 23, 2012, and recorded in Deed Book 4559, at Page 1023 among the land records of Arlington County, Virginia, Peter Puppecki was appointed Trustee of the Deed of Trust, in the place and stead of Vincent Paugh.

WITNESSETH:

For and in consideration of the sum of Five Hundred Dollars (\$500.00) 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 sidewalk, utilities and drainage purposes over, under, upon and across **Sixteen (16)** 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 Easement for Public Sidewalk, Utilities and Drainage Purposes on Part Lot 1, Block 1, Cherrydale, D.B. 135, PG. 202, Arlington County, Virginia"** which plat was approved on **December 1, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being a portion of the same property acquired by the Grantor as described above, and more particularly described as **"Beginning at the intersection of the south line of Lee Highway with the east line of N. Quebec Street, said point being the original west corner of Lot 1; Block 1; Cherrydale, being the west corner of (Parcel 10) Stowe Property, LLC.**

Thence departing N. Quebec Street running with the south line of Lee Highway S 78°37'14"W -50.53 feet to the common north corner of Lots 2 and 3; Block 1; Cherrydale.

Thence departing Lee Highway running with the common line between Lots 2 and 3; S 03°01'46"E – 90.00 feet to a point on the west line of Lot 3.

Thence departing Lot 3 running through Lots 2 and 1 with the north line of Assessment Parcel # 06019009; N 78°37'14"E – 50.53 feet to a point on the east line of N. Quebec Street.

Thence departing Parcel 06019009 running with the east line of N. Quebec Street; N 03°01' 46" E – 90.00 feet to the point of beginning, containing 4,500 Square Feet or 0.1033 Acres of Land, more or less" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove public sidewalk, utilities, and storm 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 the public sidewalk, utilities and storm drainage facilities 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.

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

CROWN REAL PROPERTIES LLC

By: Jim Koons Management Company,
Managing Member

BY: *James S. O'Connell*
NAME: *James S. O'Connell*
TITLE: *President*

State: *va*
County: *Fairfax*

The foregoing instrument was acknowledged before me on this *10th* day of *May*,
20*12*, by *James S. O'Connell*, Jim Koons Management Company as Managing
Member of **Crown Real Properties LLC**, Grantor.

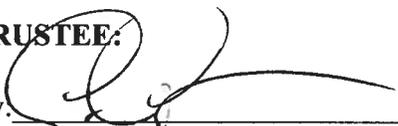
Notary Public: *Kerry Elise Hoagland*
My Commission expires: *10/31/14*



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Deed of Trust be, and the same is, subordinated to the Deed of Easement to the Grantee.

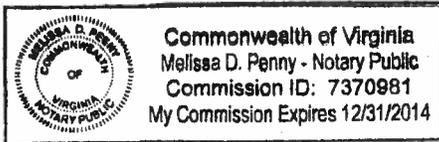
WITNESS the following signature:

TRUSTEE:
By: 
PETER PUPECKI, TRUSTEE

State: Virginia,
County: Fairfax :

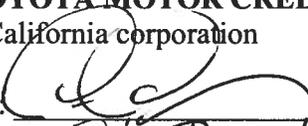
The foregoing instrument was acknowledged before me on this 7th day of May, 2012,
by **Peter Pupecki, Trustee.**

Notary Public: Melissa D. Penny
My Commission expires: 12/31/2014



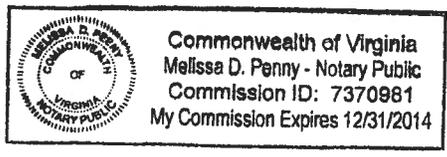
BENEFICIARY:

TOYOTA MOTOR CREDIT CORPORATION,
a California corporation

By: 
Name: Peter Pupecki
Title: DSOM

The foregoing instrument was acknowledged before me on this 7th day of May, 2012,
by Peter Pupecki, as Representative, of Toyota Motor Credit Corporation, a
California corporation.

Notary Public: Melissa D. Penny
My Commission expires: 12/31/2014



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____.

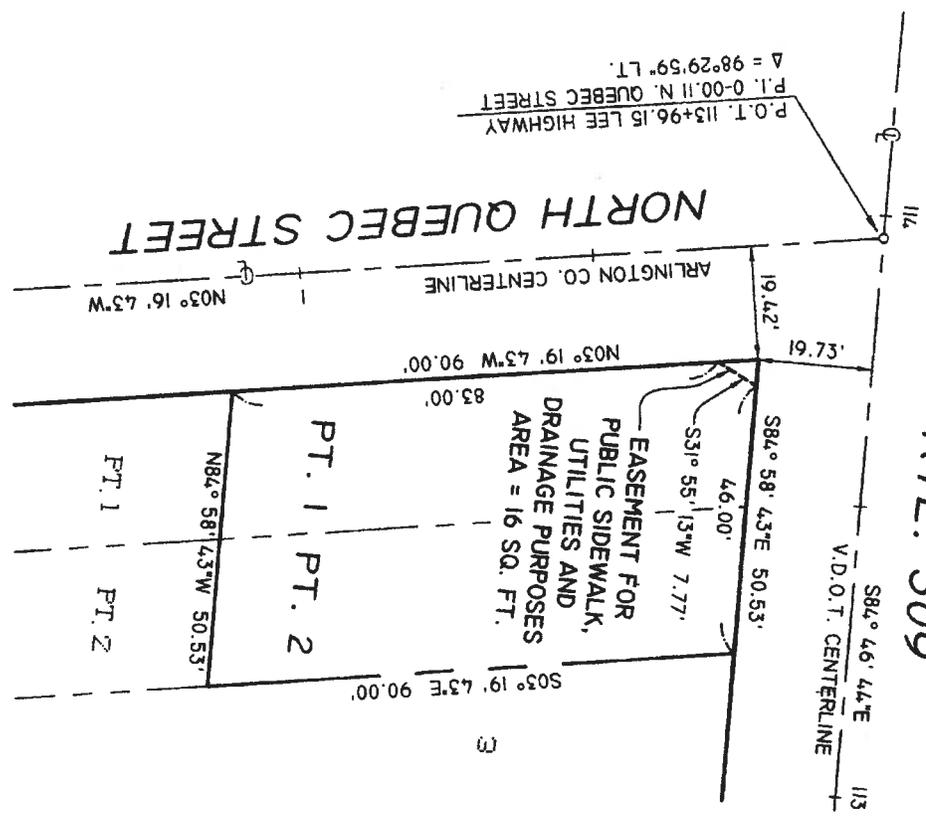
Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY



VCS 1983

LEE HIGHWAY - RTE. 309



RPC 06019002
 OWNER: CROWN REAL PROPERTIES, L.L.C.
 D.B. 3773, PG. 256
 ADDRESS: 4042 LEE HIGHWAY

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

PLAT SHOWING
 EASEMENT FOR
 PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
 PART LOT 1, BLOCK 1
CERRYDALE
 D.B. 135, PG. 202
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'	DRAWN BY: RLF	CHECKED BY: JMB
CADD FILE: PLAT5\MAP25\05\PLAT-RPC06019002.DWG		
APPROVED: 12-1-11	APPROVED: 12-1-2011	
COUNTY SURVEYOR		SUBDIVISION & BONDS ADMINISTRATOR

**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

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RECITALS:

Whereas, Crown Real Properties LLC, is the fee simple owner of those certain tracts, pieces, or parcels of real estate described below, situated in Arlington County, Virginia, conveyed by deed dated **October 26, 2005**, and confirmed by deed dated **December 13, 2006**, and recorded in Deed Book **3773** at Page **256**; and Deed Book **4078**, at Page **2350**, respectively, among the land records of Arlington County, Virginia,

Whereas, Toyota Motor Credit Corporation, is the Beneficiary of that Deed of Trust and Security Agreement from Crown Real Properties LLC, as Grantor, dated **October 26, 2004**, and recorded in Deed Book **3773**, at Page **263**, as modified by that Modification No. 2 to Loan and Security Agreement and Other Loan Documents, dated November 18, 2008, and recorded in Deed Book 4226, at Page 2188 all among the land records of Arlington County, Virginia (collectively the Deed of Trust and Security Agreement and the Modification No. 2 to Loan and Security Agreement and Other Loan Documents are hereinafter referred to as the "Deed of Trust"); and

Whereas, by that certain Deed of Substitution of Trustee, dated August 27, 2008, and recorded in Deed Book 4212, at Page 2132 among the land records of Arlington County, Virginia, Vincent Paugh was appointed Trustee of the Deed of Trust, in the place and stead of David Brennan.

Whereas, by that certain Deed of Substitution of Trustee, dated April 23, 2012, and recorded in Deed Book 4559, at Page 1023 among the land records of Arlington County, Virginia, Peter Pupecki was appointed Trustee of the Deed of Trust, in the place and stead of Vincent Paugh.

WITNESSETH:

For and in consideration of the sum of Five Hundred Dollars (\$500.00) 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 sidewalk, utilities and drainage purposes over, under, upon and across **Twenty-six (26)** 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 Easement for Public Sidewalk, Utilities and Drainage Purposes on Lot 30, Block 1, Cherrydale. D.B. 135, PG. 202, Arlington County, Virginia"** which plat was approved on **December 1, 2011** by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), said area being a portion of the same property acquired by the Grantor as described above, and more particularly described as **"All of Lots Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29) and Thirty (30), in Block One (1), in Cherrydale Subdivision, as the same appears by deed of dedication and plat duly recorded in Deed Book 135 at page 202, 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 sidewalk, utilities, and storm 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 the public sidewalk, utilities and storm drainage facilities 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 sidewalk, utilities, and storm drainage system 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.

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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:

CROWN REAL PROPERTIES LLC

By: Jim Koons Management Company,
Managing Member

BY: [Signature]
NAME: James S. O'Connell
TITLE: Resident

State: Va.
County: Fairfax

The foregoing instrument was acknowledged before me on this 10th day of May,
2012, by James S O'Connell, Jim Koons Management Company as Managing
Member of **Crown Real Properties LLC**, Grantor.

Notary Public: [Signature]
My Commission expires: 10/31/14



SUBORDINATION:

The Trustee, with the knowledge and consent of the Beneficiary, as evidenced by the Beneficiary's signature affixed to this Deed of Easement, does hereby acknowledge, agree, and consent that the lien of the Deed of Trust be, and the same is, subordinated to the Deed of Easement to the Grantee.

WITNESS the following signature:

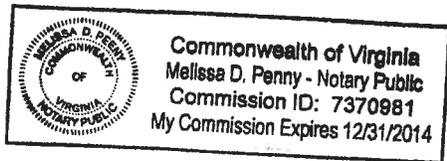
TRUSTEE:

By: 
PETER PUPECKI, TRUSTEE

State: Virginia,
County: Fairfax :

The foregoing instrument was acknowledged before me on this 7th day of May, 2012,
by **Peter Pupecki, Trustee.**

Notary Public: 
My Commission expires: 12/31/2014



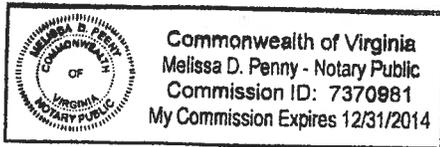
BENEFICIARY:

TOYOTA MOTOR CREDIT CORPORATION,
a California corporation

By: [Signature]
Name: Peter Popack
Title: DSOM

The foregoing instrument was acknowledged before me on this 7th day of May 2012,
by Peter Popack, as Representative, of Toyota Motor Credit Corporation, a
California corporation.

Notary Public: [Signature]
My Commission expires: 12/31/2014



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:

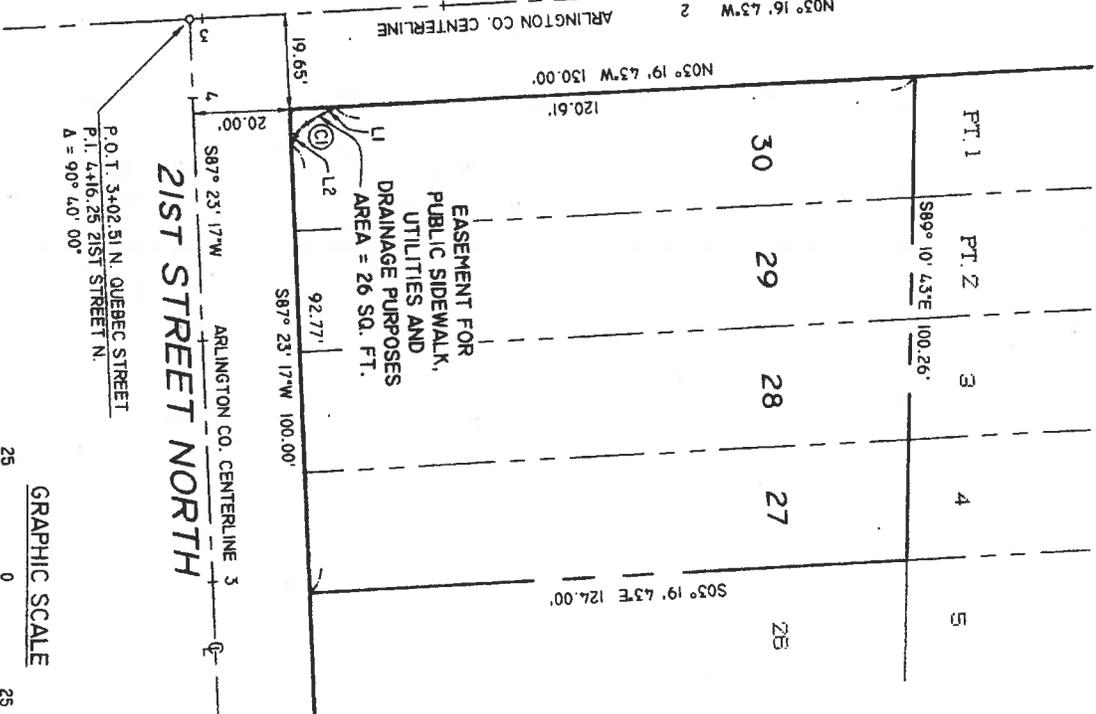
The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 20____.

Notary Public: _____
My Commission expires: _____

APPROVED AS TO FORM: _____
COUNTY ATTORNEY



NORTH QUEBEC STREET



MATCH LINE

MATCH LINE

CURVE TABLE						
CURVE	RADIUS	ARC	DELTA	TANGENT	CHORD	CHORD BEARING
C1	6.00'	3.19'	33°19'22"	1.80'	3.44'	S4.0°52'07"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.64'	S30°12'26"E
L2	2.14'	S63°31'47"E



OWNER: CROWN REAL PROPERTIES, L.L.C.
 D.B. 3773, PG. 236
 ADDRESS: NONE

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

PLAT SHOWING
 EASEMENT FOR
 PUBLIC SIDEWALK, UTILITIES AND DRAINAGE PURPOSES ON
 LOT 30, BLOCK 1
 CHERRYDALE
 D.B. 135, PG. 202
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 25'

CADD FILE: PLAT\MAP43\05\PLAT-PPC06019001.DWG

APPROVED: 12-1-11

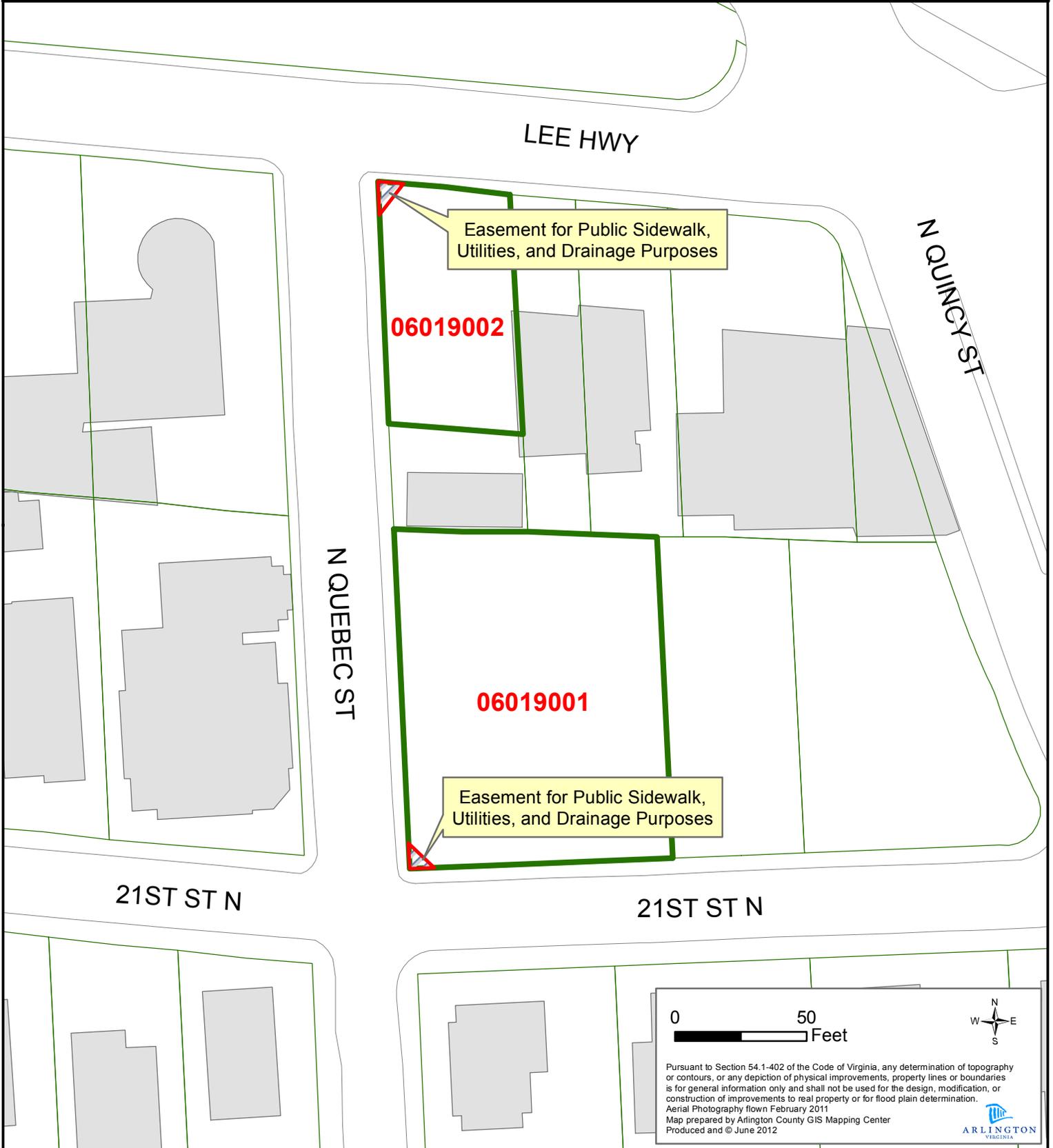
APPROVED: 12-1-2011

COUNTY SURVEYOR

DRAWN BY: RLF
 CHECKED BY: JMB

SUBDIVISION & BONDS ADMINISTRATOR

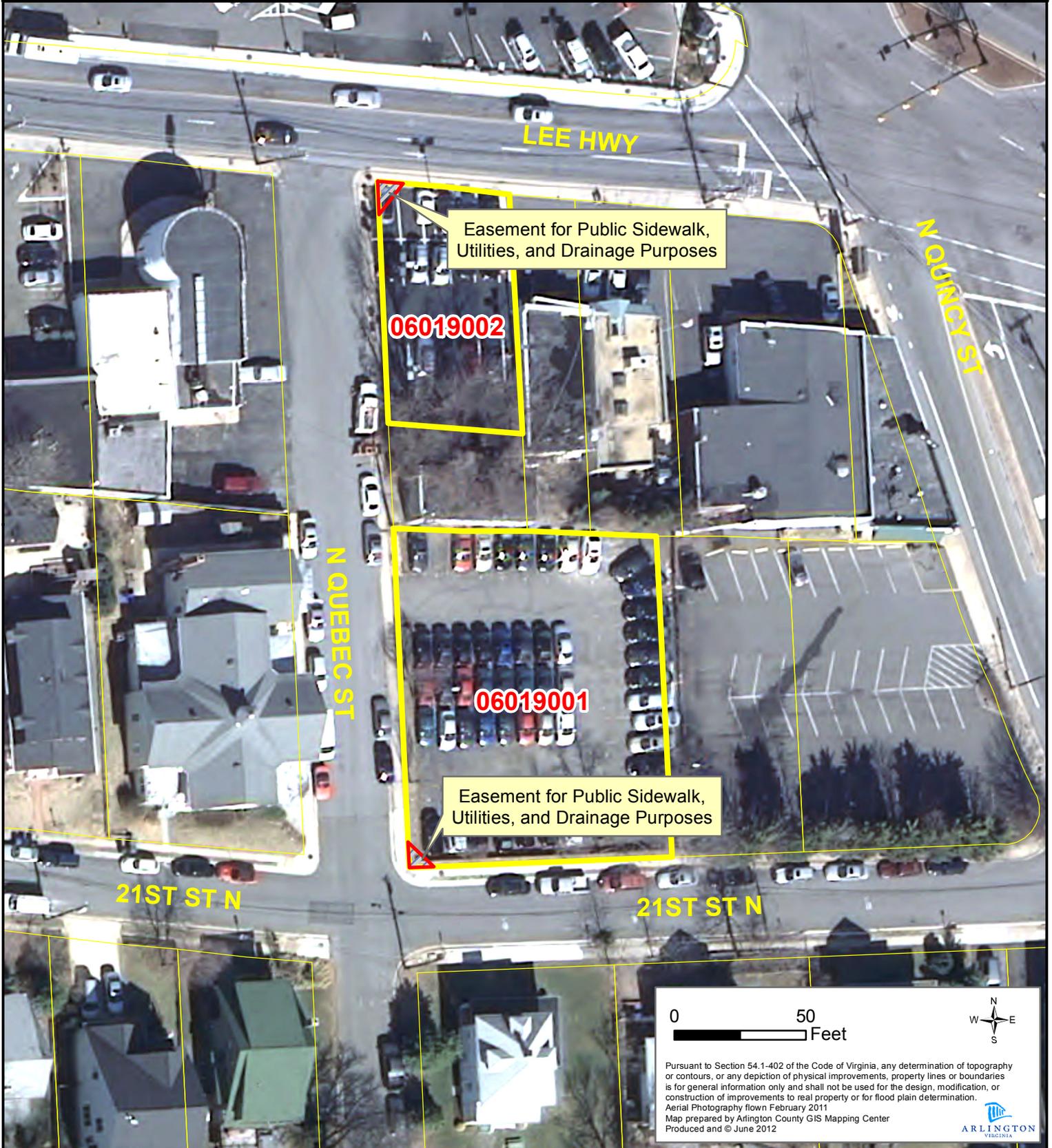
Vicinity Map
4042 Lee Hwy
RPC #06019001 & 06019002



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 © June 2012



Vicinity Map
4042 Lee Hwy
RPC #06019001 & 06019002



Easement for Public Sidewalk,
Utilities, and Drainage Purposes

06019002

06019001

Easement for Public Sidewalk,
Utilities, and Drainage Purposes

0 50
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 © June 2012



Vicinity Map
4042 Lee Hwy
RPC #06019001 & 06019002

