



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of July 21, 2012**

DATE: July 17, 2012

SUBJECT:

A. Consent to and Authorize the Resubdivision of the County Board Owned Parcel Known as Parcel A, Buckingham Commons Village 1, Arlington County, Virginia, and the Dedication of Portions of the Resubdivided Property for: i) Public Park Purposes; and ii) Public Street and Utility Purposes (RPC No. 20-024-240); and

B. Approval of a Deed of Covenants to Maintain Public Park and License Agreement between Buckingham Commons II Associates, LLC, Buckingham Parcel D Associates, LLC, Buckingham MI Apartments, LP and Buckingham Market Apartments, LLC, all as Grantors and Licensees, and the County Board of Arlington County, Virginia, as Grantee and Licensor, regarding Henry Wright Park, known as Parcels A1 and A2, Buckingham Commons Village 1, Arlington, Virginia (RPC Nos. 20-024-240, 20-024-242, 20-024-243, 20-024-245, 20-024-246).

C. M. RECOMMENDATION:

1. Consent to and Authorize the Resubdivision of the County Board Owned Parcel Known as Parcel A, Buckingham Commons Village 1, Arlington County, Virginia ("Property"), and the Dedication of Portions of the Resubdivided Property for: i) Public Park Purposes; and ii) Public Street and Utility Purposes (RPC No. 20-024-240);
2. Approve the attached Deed of Covenants to Maintain Public Park and License Agreement between Buckingham Commons II Associates, LLC, Buckingham Parcel D Associates, LLC, Buckingham MI Apartments, LP and Buckingham Market Apartments, LLC, all as Grantors and Licensees, and the County Board of Arlington County, Virginia, as Grantee and Licensor, regarding Henry Wright Park known as Parcels A1 and A2, Buckingham Commons Village 1, Arlington, Virginia (RPC Nos. 20-024-240, 20-024-242, 20-024-243, 20-024-245, 20-024-246);

County Manager:

BMD/mjs

County Attorney:

[Signature] *BAK*

25.

Staff: Betsy Herbst, DES, Real Estate Bureau

3. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to: i) execute the Deed of Resubdivision and Dedication and all other documents necessary for the County to resubdivide the Property and dedicate portions of the Property for public park purposes and public street and utility purposes; ii) accept the Deed of Covenants to Maintain Public Park and License Agreement (hereinafter, collectively the “Deeds”), provided that the Grantors have first delivered to the Real Estate Bureau Chief, a Partial Release of Deed of Temporary Construction Easement, acceptable to the Real Estate Bureau Chief, releasing the portion of the Resubdivided Property dedicated to Public Park Purposes from the Deed of Temporary Construction Easement; iii) execute all related documents to i) and ii) above, subject to execution of the Deed of Covenants by the Grantor/Licensee, and approval as to form by the County Attorney of all Deeds.

ISSUES: The resubdivision and dedication by the County of the public park and the public street right-of-way are necessary to establish a portion of the Property as public park and dedicate and establish portions of the Property as North 4th Street and North Upton Street as public streets. There are no issues related to the resubdivision and dedication. The County Board is also being asked to accept a Deed of Covenants to Maintain Public Park and License Agreement (“Deed of Covenants”) for ongoing maintenance and repair of the public park by the current and future owners of the surrounding properties, as required by the conditions of Site Plan #405. The Developer has agreed to all the terms of the Deed of Covenants and there are no unresolved issues.

SUMMARY: In order to dedicate and establish portions of County Board owned property as public park and portions of 4th Street North and North Upton Street as public streets, the County must resubdivide the property and dedicate portions of the resubdivided property to public park and public street and utility purposes. The approval of the attached Deed of Covenants will bind the current and future owners of the properties under the control of Site Plan #405 to maintain the public park, and permit access for the purposes of such maintenance. The subject property of both Deeds is currently known as Parcel A, Buckingham Commons Village 1, and upon acceptance of the park and streets, will be the site of Henry Wright Park and new portions of 4th Street North and North Upton Street (see Vicinity Maps at Attachments 1 and 2).

BACKGROUND: On June 9, 2007, the County Board approved an amendment to the Comprehensive Plan-Master Transportation Plan-Part I to add new sections of North Upton Street, between North Pershing Drive and North Henderson Road, and 4th Street North, between George Mason Drive and the new section of North Upton Street. At the same meeting, the County Board also enacted an ordinance pursuant to an application by 4319 North Pershing Drive Apartment Investors, LLC (“4319”) for Site Plan #405 on property then known as Buckingham Section Nine.

After enactment of the ordinance, 4319 (the then owner of the site plan property) resubdivided the site plan property by Deed of Vacation, Rededication and Resubdivision dated October 11, 2007, recorded in Deed Book 414 at Page 803, among the Arlington County land records, to be known after such resubdivision as Parcels A through E, Buckingham Commons Village 1. Thereafter, Buckingham Commons II Associates, LLC acquired Parcels B and C on October 30,

2007; Buckingham Parcel D Associates, LLC acquired Parcel D on October 30, 2007; and Buckingham MI Apartments, LP acquired Parcel E on October 30, 2007.

On October 13, 2009, the County acquired title to Parcel A, Buckingham Commons Village 1, by a deed dated and recorded on October 13, 2009, in Deed Book 4316 at Page 1272 among the land records. Parcel A is located within the Buckingham Village 1 project and is surrounded by the block comprised of N. George Mason Drive, North Pershing Drive, N. Upton Street and North Henderson Road.

The site plan required Paradigm Development Company (“PDC”), Buckingham Commons II Associates, LLC, Buckingham Parcel D Associates, LLC, and Buckingham M.I. Apartments, L.P. and 4319, as the original site plan applicants (collectively, “the Developer”), to design the park, obtain bids and manage the construction of the public park on a portion of the site plan property (Parcel A) now owned by the County. The site plan also required the developer to construct the park project at the County’s option and expense. On June 9, 2007, the County Board also approved, on a sole-source basis, the selection of Paradigm Development Company, to obtain bids and perform construction management of the selected general contractor that may construct the public park.

On July 9, 2011, the County Board approved the naming of the public park to be known as “Henry Wright Park”. Thereafter, the County Board entered into a Construction Agreement on July 28, 2011, with PDC and its associates setting forth the terms by which the Developer could award a contract to a general contractor to construct the public park. The public park was constructed by Paradigm Construction Corporation and is nearing completion.

DISCUSSION: Under the terms of the Deed of Covenants, the owners of the surrounding site plan properties, and their successors in title and interest, will have the entire and on-going responsibility for maintaining and repairing the public park and for establishing a reserve fund to assure perpetual maintenance of the park.

The Deed of Covenants also contains a License Agreement between the County and the surrounding site plan property owners granting permission to the owners to enter the County property for the specific purposes of inspecting, maintaining, repairing, replacing, renovating and removing equipment and other improvements of the public park.

Under the terms of the Deed of Covenants, the Grantors are required to post a maintenance bond, cash escrow, or letter of credit with the County (collectively, “bond”), in an amount equal to the cost of inspecting, maintaining and repairing the park for one year. If the Grantors fail to inspect, maintain or repair the park as required by the covenants, then, following notice to the Grantors, the County is authorized to draw upon the bond to pay for the necessary repairs.

Under the Deed of Covenants, the Grantors also will be required to make annual contributions to the reserve fund to provide adequate funds in the future to replace or substantially renovate the recreational elements and equipment within the public park when such improvements reach the end of their estimated useful life cycle. Each contribution to the reserve fund will be due and payable on or before April 15 of each calendar year in the amounts set forth in the Deed of

Covenants. The contributions, including an annual escalation of expected cost increases, may be adjusted periodically if the Director of the Department of Parks and Recreation (“DPR”) determines, following analysis, that an adjustment is necessary to maintain the adequacy of the reserve fund.

As required by the site plan conditions and the Construction Agreement, the Developer is required to execute and deliver the Deed of Covenants, and all documents required by the site plan, prior to final approval and acceptance of the public park, its equipment and improvements by the County Manager.

The Developer began construction of the public park on County-owned Parcel A, during the fall of 2011 and the park and its improvements are nearing completion. The Developer has also constructed the streets, curb, gutter and sidewalks that will become new sections of North Upton Street and 4th Street North. During the construction period, the Developer was permitted to enter Parcel A for the purposes of constructing the park and streets under the terms of a Deed of Temporary Construction Easement granted by the County to the Developer and recorded in Deed Book 4316 Page 1296 among the land records. Before the Real Estate Bureau Chief can accept the Deed of Covenants, the Developer first must deliver to the County a partial release of the temporary easement for the purpose of releasing the portion of the resubdivided property to be dedicated for public park purposes.

Under the Deed of Covenants, the only exception to the Developer’s responsibility for maintenance and repair of the Public Park is for trash removal and damages occurring during an event for which the County has issued a special events permit to a third party. The County only issues special events permits to persons or entities that provide proof of insurance coverage, have agreed to indemnify the County for any claims and have agreed to clean up and remove trash following the special event. Under the Deed of Covenants, the Director of Parks and Recreation, or his/her designee, will only be able to issue special events permits, as to this park, for purposes which such permits may now be issued.

The County Board is also being requested to consent to and authorize the resubdivision and dedication of existing Parcel A into new Parcels A1 and A2, to dedicate Parcels A1 and A2 for public park purposes, and to dedicate the new sections of 4th Street North and North Upton Street as public streets. The separation of Parcels A1 and A2 from the dedication of street right-of-way will also serve to identify areas of the public park to be maintained by the developer and the public streets to be maintained by the County. The County will retain ownership of all improvements made in the park and will program the park consistent with activities appropriate for County neighborhood parks of similar size and character.

FISCAL IMPACT: On-going maintenance and repair of the public park will be the sole responsibility of the Developer and its successors in title and interest. Upon dedication of the public streets, the County will maintain the new portions of North 4th Street and North Upton Street.

CONCLUSION: It is recommended that the County Board: 1) consent to and authorize the resubdivision of the County Board owned parcel known as Parcel A, Buckingham Commons Village 1, Arlington County, Virginia, and the dedication of portions of the resubdivided

property for: i) public park purposes, and ii) public street and utility purposes; 2) approve the attached Deed of Covenants to Maintain Public Park and License Agreement between Buckingham Commons II Associates, LLC, Buckingham Parcel D Associates, LLC, Buckingham MI Apartments, LP and Buckingham Market Apartments, LLC, all as Grantors and Licensees, and the County Board of Arlington County, Virginia, as Grantee and Licensor, regarding Henry Wright Park known as Parcels A1 and A2, Buckingham Commons Village 1, Arlington, Virginia (RPC Nos. 20-024-240, 20-024-242, 20-024-243, 20-024-245, 20-024-246); and 3) authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee to: i) execute the Deed of Resubdivision and Dedication and all other documents necessary for the County to resubdivide the Property and dedicate portions of the Property for public park purposes and public street and utility purposes; ii) accept the Deed of Covenants to Maintain Public Park and License Agreement, provided that the Grantors have first delivered to the Real Estate Bureau Chief, a Partial Release of Deed of Temporary Construction Easement, acceptable to the Real Estate Bureau Chief, releasing the portion of the Resubdivided Property dedicated to Public Park Purposes from the Deed of Temporary Construction Easement; iii) execute all related documents to i) and ii) above, subject to execution of the Deed of Covenants by the Grantor/Licensee, and approval as to form by the County Attorney of all Deeds.

RPC #: 20024240, 20024241, 20024242, 20024243, 20024245 and 20024246

Return original document to:

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

DEED OF COVENANTS TO MAINTAIN PUBLIC PARK AND LICENSE AGREEMENT

THIS DEED OF COVENANTS TO MAINTAIN PUBLIC PARK AND LICENSE AGREEMENT (the "Deed") is made this ____ day of _____ 2012, by BUCKINGHAM COMMONS II ASSOCIATES, LLC, a Delaware limited liability company; BUCKINGHAM PARCEL D ASSOCIATES, LLC, a Delaware limited liability company; and BUCKINGHAM MI APARTMENTS, LP, a Virginia limited partnership and BUCKINGHAM MARKET APARTMENTS, LLC, a Delaware limited liability company (collectively, "Grantors"), GRANTORS and LICENSEES; and the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic (the "County" or "Grantee"), GRANTEE and LICENSOR. The Grantors and Grantee are sometimes collectively referred to hereinafter as "Parties" and individually referred to hereinafter as "Party".

RECITALS

R-1: On June 9, 2007, the County Board of Arlington County, Virginia, enacted an Ordinance pursuant to an application by 4319 North Pershing Drive Apartment Investors, LLC ("4319") for Site Plan #405 on file in the Office of the Zoning Administrator, for a special exception for a site plan for certain property then known as Buckingham Section Nine (the "Ordinance"), currently known as Parcels A, B, C, D and E and currently consisting of RPC #s 20024240, 20024241, 20024242, 20024243, and 20024245 and 20024246 (collectively, "Site Plan Property");

R-2: After enactment of the Ordinance, 4319 (the then-owner of the Site Plan Property) resubdivided the Site Plan Property by Deed of Vacation, Rededication and Resubdivision dated October 11, 2007, and recorded on October 12, 2007 in Deed Book 4141 at Page 803 among the Arlington County, Virginia land records ("Land Records"), to be known after such resubdivision as Parcels A through E, Buckingham Commons Village 1;

R-3: Thereafter, Buckingham Commons II Associates, LLC acquired Parcels B and C, by virtue of a deed dated October 30, 2007, and recorded in Deed Book 4146 at Page 62 among the Land Records; Buckingham Parcel D Associates, LLC acquired Parcel D by virtue of a deed dated October 30, 2007, and recorded in Deed Book 4146 at Page 62 among the Land Records; and Buckingham MI Apartments, LP acquired Parcel E by virtue of a deed dated October 30, 2007, and recorded in Deed Book 4146 at Page 48 among the Land Records;

R-4: On September 24, 2009, Buckingham MI Apartments, LP, owner of Parcel E, created the Buckingham Village Condominium by recordation of a Declaration for Buckingham Village 1 Condominium in Deed Book 4311 at Page 1639 among the Land Records, including Convertible Space A and Convertible Space B (collectively, Parcels B, C, D and E, including Convertible Space A and Convertible Space B, are hereinafter referred to as the “Burdened Parcels”).

R-5: By Deed of Bargain and Sale recorded in Deed Book 4312 at Page 488, Buckingham M.I. Apartments, L.P. conveyed Convertible Space B to Buckingham Market Apartments, LLC.

R-6: The County acquired Parcel A, Buckingham Commons Village 1, by virtue of a deed dated October 13, 2009, and recorded October 13, 2009 in Deed Book 4316 at Page 1274 among the Land Records (the “County Parcel”);

R-7: Immediately prior to the recordation of this Deed, the County recorded a Deed of Resubdivision and Dedication and plat to resubdivide the County Parcel, as described and depicted on the plat attached thereto, and to dedicate certain areas of the County Parcel for public park purposes and public street and utilities purposes;

R-8: The Ordinance contains several conditions, including Condition No. 76, which provides, among other things, that the developer, as defined therein, of the Site Plan Property shall design, construct, inspect, maintain and repair a public park, including all elements, equipment and other improvements, as described in the Ordinance on a portion of the Site Plan Property. Such portions are designated as “Parcel A1” and “Parcel A2” on the plat attached as Exhibit D (“Plat”), entitled “Plat Showing The Resubdivision of Parcel A BUCKINGHAM COMMONS VILLAGE 1 Deed Book 4141, Page 803, Arlington County, Virginia”, prepared by Urban, Ltd., and dated February, 2012 (collectively, “Park Property” or “Public Park”). The phrases “Park Property” or “Public Park” as used hereinafter shall be deemed to include and, refer collectively to the real estate elements, equipment, and other improvements;

R-9: Since enactment of the Ordinance, the County Manager has approved: the final Civil Engineering Plan dated December 7, 2009 (approved by the Director of the Department of Environmental Services on February 5, 2010); the Buckingham Village I Redevelopment Community Park Plan dated March 12, 2010 (approved by the Planning Division Chief of the Department of Community Planning, Housing and Development on March 27, 2010); the Landscape Architectural Specifications Manual dated January 19, 2011 (approved by the Planning Division Chief of the Department of Community Planning, Housing and Development on April 15, 2011); and the Buckingham Redev. – Public Park Construction Documents dated January 19, 2011 (approved by the Planning Division Chief of the Department of Community Planning, Housing and Development on April 15, 2011) as required by Condition No. 76 of the Ordinance (collectively, the “Park Plan”). The approved plans and documents included all equipment and improvements to be constructed in the Public Park;

R-10: The County, Paradigm Development Company (“Paradigm”), and others entered into a Construction Agreement, dated July 28, 2011, setting forth the terms and conditions by which the developer (as that term is defined in Site Plan #405) will satisfy Condition #76 concerning the design and construction of the Public Park (the “Construction Agreement”);

R-11: On July 9, 2011, the County Board approved the naming of the Public Park to be known as “Henry Wright Park”;

R-12: Upon completion of construction of the Public Park by Paradigm and others, and prior to the acceptance by the County of the Public Park, Paradigm and others are required, pursuant to Paragraph 16 of the Construction Agreement, to deliver to the County this Deed fully executed;

R-13: By this Deed, the County and the Grantors desire to subject the Burdened Parcels, and to bind the Grantors, their respective successors in title and all future owners of the Burdened Parcels, to the covenants hereinafter provided, all for the benefit of the County and the County Parcel. Such covenants shall run with the land.

COVENANTS TO MAINTAIN PUBLIC PARK

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the mutual covenants and agreements of the Parties set forth hereinafter, and other good and valuable consideration, the Parties for themselves, and for their respective successors in title and interest, hereby covenant and agree as follows. As used hereinafter, the terms “Grantors” and “Grantee” shall be deemed to include their respective successors in title and interest.

1. The Burdened Parcels shall be held, transferred, sold, conveyed, and occupied subject to these Covenants to Maintain Public Park (“Covenants”). By this Deed, the Grantors hereby declare, covenant, agree and impose upon the Burdened Parcels the covenants contained herein, which Covenants shall run with the land and shall benefit the County Parcel. The Burdened Parcels are, and shall be held, transferred, sold and conveyed subject to the Covenants of this Deed, which Covenants shall be binding upon the Burdened Parcels and owners thereof.
2. Prior to execution of this Deed by the Parties, the Grantors and developer, as defined in the Ordinance, shall have designed, at their sole cost and expense, and constructed or caused to be constructed the Public Park at the County’s expense, as required by the Ordinance and the Construction Agreement.

The Grantors hereby covenant and bind themselves, and their respective successors in title and interest, to inspect, maintain, repair, replace, remove and renovate the Park elements, equipment and improvements, as such elements, equipment and improvements are shown and described in the Park Plan and Exhibit E attached

hereto, and as required by Condition #76 of the Ordinance, attached to this Deed as Exhibit A, according to the following requirements:

- a. The Grantors agree that the Grantors, and not the County, shall be solely obligated and liable, at all times, for the inspection, maintenance, repair, replacement, removal and renovation of the Public Park, including all of its elements, equipment and improvements, as shown and described in the Park Plan, where there is excess wear and tear that requires replacement for health and safety reasons. The Grantors must immediately secure (from use by any person) any equipment that is determined by the Director of DPR (defined below) to pose a health or safety hazard or risk. All maintenance work including, without limitation, mowing of grass and removal of debris and trash, shall be performed in accordance with manufacturer's recommendations, the Department of Justice Title II Regulation 28 CFR Part 35 for State and Local Governments and the 2010 Americans with Disabilities Act Standards for Accessible Design or most current federal standards, standards and procedures set forth by the Arlington County Department of Parks and Recreation ("DPR"), and all successor procedures generally applicable to public parks in Arlington County, Virginia, as the same exist upon delivery of this Deed or as may hereafter be enacted or amended, and, in addition, in accordance with the Maintenance Standards set forth in Exhibit B attached hereto. The Grantors, at all times, shall maintain the Park Property in clean, safe, and sanitary condition; take good care thereof and suffer no waste or injury thereto. The County and the Grantors hereby agree that the Arlington County Manager, or the Director of DPR, if authorized by the County Manager, shall solely determine whether the Public Park has been maintained by Grantors in accordance with such standards and requirements of this Deed.
- b. The Grantors shall post with the County a maintenance bond, cash escrow, or letter of credit (collectively "Maintenance Bond"), as determined by and in a form acceptable to, the Director of DPR. The amount of the Maintenance Bond shall be equal to the cost, as such cost has been determined by the County, and provided hereinafter, of inspecting, maintaining and repairing the Public Park for one year. The amount of the Maintenance Bond shall be \$22,000.00 ("Maintenance Bond Amount"). The Grantors agree to submit the Maintenance Bond to the Director of DPR at the time of completion of construction of the Public Park by developer, and prior to acceptance by the County of the Public Park equipment and improvements. The Public Park shall be considered complete, in accordance with the plans and specifications, when the Director of DPR notifies the Grantors in writing of such fact. Should the Grantors fail to inspect, maintain, or repair the Public Park in strict accordance with Maintenance Standards and other requirements of this Deed, as such failure solely is determined by the County Manager in her/his

reasonable discretion, or by the Director of DPR (if authorized by the County Manager), then the Maintenance Bond will be drawn upon, enforced or applied by the County to pay for necessary inspection, maintenance, and repairs after notice to the Grantors as provided in Sec. 2.c. below.

Immediately upon drawing, enforcement, or application of the Maintenance Bond, the Grantors shall restore or replenish, or cause to be restored or replenished, the full amount of the Maintenance Bond. The request for a Maintenance Bond shall continue and remain in full force and effect from year to year for the duration of these Covenants. If, at any time, the Maintenance Bond is not, for any reason, in full force and effect, then the County shall have all remedies available at law and equity, including, without limitation, specific performance. Grantors acknowledge that the failure to maintain the Maintenance Bond, inter alia, is a violation of Condition #76 of the Site Plan.

- c. If the Grantors fail to inspect, maintain or repair the Public Park as required by this Deed, then the County shall notify Grantors in writing of such failure. In the notice, the County will allow Grantors a period of thirty (30) days to cure such failure. If, after the thirty (30) day period ends, the Grantors have failed to complete the requirements of this Deed to inspect, maintain or repair the Public Park in strict accordance with this Deed, then the County may, in its sole discretion, draw upon, enforce, or apply the Maintenance Bond to pay for necessary inspections, maintenance and repairs.

- i.) The Grantors shall also establish, as hereinafter described , and at all times maintain, through annual contributions of the Grantors, a separate capital replacement reserve fund (“Reserve Fund”). The Reserve Fund shall exist for the sole purpose of assuring that adequate funds are available, and will be available in the future, to remove, replace or substantially renovate recreational elements, equipment and improvements within the Public Park, when elements, equipment and improvements reach the end of their estimated useful life cycle, as determined by the County Director of DPR.

- ii.) Prior to the execution of this Deed by the County, the Grantors shall make the first contribution to the Reserve Fund in the amount of \$15,231.00. The Grantors shall make annual contributions (which may be made in monthly installments) to the Reserve Fund, and submit, annually, as hereinafter provided, to the Director of DPR written evidence of such contributions. Each contribution to the Reserve Fund shall be in an annual amount (but may be made in monthly installments), due and payable on or before April 15 of each calendar year indicated in the chart as follows:

Calendar Year	Amount	Calendar Year	Amount
		2027	\$23,729.43
2013	\$15,687.93	2028	\$24,441.31
2014	\$16,158.57	2029	\$25,174.55
2015	\$16,643.33	2030	\$25,929.79
2016	\$17,142.63	2031	\$26,707.68
2017	\$17,656.91	2032	\$27,508.91
2018	\$18,186.62	2033	\$28,334.18
2019	\$18,732.22	2034	\$29,184.21
2020	\$19,294.19	2035	\$30,059.74
2021	\$19,873.02	2036	\$30,961.53
2022	\$20,469.21	2037	\$31,890.38
2023	\$21,083.29	2038	\$32,847.09
2024	\$21,715.79	2039	\$33,832.50
2025	\$22,367.26	2040	\$34,847.48
2026	\$23,038.28	2041	\$35,892.90

The amounts in the chart above include an annual escalation of 3.0%. The amounts are for the first 30 years of operation of the Public Park. Beginning in the year 2042, the Grantors shall continue to make annual payments, perpetually, to the Reserve Fund with an annual escalation of 3.0%, along with any periodic adjustments, if necessary to maintain the adequacy of the Reserve Fund, as provided below.

The amount or amounts of any or all annual contributions shall be increased, upon prior written notice by the County to the Grantors, if an analysis by the Director of DPR determines, in his/her sole discretion but with reasonable discussion with the Grantor, that such increase is necessary to maintain the adequacy of the Reserve Fund. A copy of such analysis will be provided by the County to the Grantors upon request.

iii.) The elements, equipment and improvements to which the Reserve Fund relates are generally described as the concrete curb, sidewalks, utilities, benches, tables, chairs, trash cans, playground equipment, play surface, fence, signs, pavilion, flag poles, pavers, bike racks, drinking fountain, and lighting, and more particularly described in the final Civil Engineering Plan dated December 7, 2009 (approved by the Director of the Department of Environmental Services on February 5, 2010), the Buckingham Village I Redevelopment Community Park Plan dated March 12, 2010 (approved by the Planning Division Chief of the Department of Community Planning, Housing and Development on March 27, 2010), the Landscape Architectural Specifications Manual dated January 19, 2011 (approved by the Planning Division Chief of the Department of Community Planning, Housing and

Development on April 15, 2011), and the Buckingham Redev.-Public Park Construction Documents dated January 19, 2011 (approved by the Planning Division Chief of the Department of Community Planning, Housing and Development on April 15, 2011).

iv.) A Life Cycle and Replacement Plan specifying when elements, equipment and improvements shall be replaced or renovated is attached to this Deed designated as Exhibit C and incorporated herein by reference. The Grantors may submit a written request for consideration by the Director of DPR for adjustment of the replacement timing of elements. Exhibit C does not relieve the Grantors of its independent obligation to inspect, maintain, and immediately replace and repair any such elements, equipment and improvements which are in an unsafe condition.

v.) Prior to the execution of this Deed, the Grantors shall establish the Reserve Fund and written evidence of the establishment of the Reserve Fund, acceptable to the Director of DPR, shall immediately be delivered by the Grantors to the Director of DPR. The Reserve Fund account information and annual statement shall be provided by the Grantors to the Director of DPR by April 15th of each year. The first Reserve Fund annual statement shall be due on the April 15th following completion of the Public Park, as such completion is described in Sec. 2.b. above. The Grantors shall deliver to the County an annual statement showing the current account funds in the Reserve Fund and an itemization of all deductions from the account over the preceding year.

- e. The Grantors shall obtain, in its own account, and pay or cause to be paid, any and all: installation, connection, and service charges for water, electricity, gas, sewage, waste; trash removal; garbage disposal; and all other utility services furnished to the Public Park. The Grantors further shall pay for any and all other costs and expenses related to the installation, operation, management, maintenance, repair and replacement of any elements, equipment or improvements for the Public Park. The County shall neither be responsible nor liable for the above described costs and expenses.
- f. All notices, demands, and requests which may be given or, are required to be given by any party to the other Party shall be in writing, and shall be either hand delivered by FedEx or sent by United States certified mail, return receipt requested, with proper first class postage prepaid, properly and full addressed, as follows:

If to the County: Real Estate Bureau Chief
Arlington County
Department of Environmental Services
2100 Clarendon Blvd., Suite 800

Arlington, VA 22201

With copy to: Director, Department of Parks and Recreation
Arlington County
2100 Clarendon Blvd, 4th Floor
Arlington, VA 22201

If to Grantors: Buckingham Market Apartments LLC
Attn: Patricia Beyer Smith
c/o Paradigm Development Company
1415 N. Taft Street, Suite 100
Arlington, VA 22201

Buckingham Parcel D Associates, LLC
Attn: Patricia Beyer Smith
c/o Paradigm Development Company
1415 N. Taft Street, Suite 100
Arlington, VA 22201

Buckingham MI Apartments, LLC
Attn: Patricia Beyer Smith
c/o Paradigm Development Company
1415 N. Taft Street, Suite 100
Arlington, VA 22201

Buckingham Commons II Associates, LLC
Attn: Patricia Beyer Smith
c/o Paradigm Development Company
1415 N. Taft Street, Suite 100
Arlington, VA 22201

Notice shall be deemed effective upon delivery. Any party may, by like notice given to all other Parties at least seven (7) days before such change becomes effective, designate in writing a new address to which such notices shall be sent.

3. The Grantors are, and shall be, each jointly and severally liable and obligated to, at all times, comply with, and satisfy, all the requirements of these Covenants.
4. If, after the Effective Date of this Deed, the County installs or replaces elements, equipment or improvements in the Public Park which are inconsistent with the approved Park Plan, (collectively, "Subsequent Inconsistent County Improvements"), then the Grantors shall not be responsible for inspecting, maintaining, repairing or replacing such Subsequent Inconsistent Improvements.

5. These Covenants shall neither extinguish nor diminish the rights of the County to use the County Property for any public purpose, or permit the use thereof by the public at large, in the County's sole discretion. If the Grantors fail to maintain the Park Property consistent with the Site Plan, including Condition #76, and in strict accordance with these Covenants, then the County retains the right, in its sole discretion and without any obligation or liability to the County, to other Parties, or to any third persons whatsoever, to close all, or any portion of, the Park Property and/or to exclude all persons and entities from entry upon, and use, thereof.
6. As to the Public Park, the Director of Parks and Recreation, or his/her designee, will only issue special events permits, and only for those purposes now requiring such permits. If the County issues any special event permit to persons or entities, other than the Grantors, to use the Public Park, then the Grantors shall not be responsible for removing trash from the Public Park after such event, or restoring damage to the Public Park, caused by the permittee during such event.
7. No failure by the County to enforce any provision of these Covenants shall be deemed a waiver of the County's rights to enforce these Covenants thereafter.
8. Any breach of these Covenants by the Grantors shall not abrogate the effect of these Covenants to run with the land.
9. The Parties agree that no provision of this Deed shall create in the public, or in any person or entity other than those signing this Deed, their executors, administrators and assigns as parties hereto, 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 these Covenants or otherwise. No person or entity, other than the Grantee shall have any right to enforce these Covenants.
10. The obligations created by these Covenants shall survive any transfer, division, or subdivision of the Burdened Parcels, or aggregation of any other real property with the Burdened Parcels.
11. If the County shall determine that any default has occurred under these Covenants, then the County may enforce the Covenants by proceeding at law, or in equity, against the persons or entities violating or attempting to violate any part of the Covenants. The County may seek judicial action to restrain or enforce any violation of these Covenants. No remedy conferred upon, or reserved to, the County by these Covenants is intended to be exclusive of any other available remedy or remedies. Each and every such remedy is cumulative and in addition to every other remedy given under the Covenants and existing at law or equity. No delay or omission to exercise any right or power conferred under the Covenants will impair any such right or power or will be construed to be a waiver thereof.

12. The Covenants shall not be amended or released, except by written instrument executed by the Grantee.
13. If any provision of this Deed shall be held invalid or unenforceable, such holding shall not invalidate or make unenforceable any other provision of this Deed.
14. As used in these Covenants, the terms “maintenance” and “maintain” shall be construed to include, without limitation, the responsibility of the Grantors to replace any plant, structure, or fixture required by the Park Landscape Plan, upon a determination by the County Director of the DPR that such plant, structure, or fixture needs replacement to comply with, or as required by, the County Code, the Ordinance, or County standards.
15. This Deed shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia. All legal actions brought by either Grantors or Grantee concerning this Deed shall be brought in the Arlington County General District County, the Arlington County Circuit Court, and no other court.
16. This Deed shall not become effective unless and until the County Board of Arlington County, Virginia, approves this Deed and it is executed on behalf of the County (“Effective Date”). If this Deed is not approved by the County Board and executed by an authorized person, then no liability whatsoever shall accrue to the County or the Grantors, and the County and the Grantors shall have no obligations whatsoever to each other.
17. The Recitals set forth above are incorporated into this Deed.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License Agreement”) is hereby made a part of this Deed.

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the County Board of Arlington County, Virginia (the “County”), as Licensor, hereby grants to the Grantors and their successors in title and interest to the Burdened Parcels (as defined in the Recitals to this Deed), as Licensees, hereinafter jointly “Licensees” for the purposes of this License Agreement, permission to enter the County Parcel for the specific purposes set forth in this Deed, and perform their obligations thereunder, upon the following terms and conditions:

1. The Licensed Premises. The Licensees are hereby granted nonexclusive

permission to enter the County Parcel (“Licensed Premises”) in its “AS IS” condition for the sole purpose of the uses permitted in Section 3 below, subject to the terms of this License Agreement.

2. Term. The term of this License Agreement shall begin on the date that this License Agreement is executed on behalf of the Licensor (the “License Commencement Date”) and shall continue until the above Covenants, which run with the land and inure to the benefit of the owner of the County Parcel, and are binding upon, the Licensees, and their respective successors in title and interest, are terminated or otherwise extinguished, as evidenced by a recorded instrument executed by the Parties.
3. Permissions Under License Agreement. The Licensees are permitted access to enter the Licensed Premises solely to perform the inspection, maintenance, repair, replacement, renovation and removal obligations (“Permissions”) necessary to maintain the County Parcel and Public Park in strict accordance with the requirements of this Deed. The Licensees also shall comply with all laws, rules, orders, ordinances and regulations of the County, and of any applicable governmental authority, the Arlington County Manager, his/her designee, as now existing and as hereinafter may be amended or modified by the County.
4. No Transfer or Assignment. This License Agreement and the permissions, rights and obligations under this License Agreement are non-transferable and non-assignable by the Licensee to any person or entity who or which is not a successor in title and interest to the Grantors.
5. Rights of County as Licensor. The Licensor, through the Director of DPR, has, and shall have, the unilateral right to determine, schedule, program, and administer the use of the Public Park to the same extent as any other public park designated as a Neighborhood Park under DPR’s Open Space Classification System. The uses of the Public Park may include events considered appropriate by the Director of DPR for the size, parking availability, classification and location of the Public Park. Licensee may obtain from the County permission to schedule programs in the Public Park through the DPR Facilities Scheduling Office. All scheduled programs, whether scheduled by the County or by the Licensees, shall be subject to then existing and current Arlington County Park Rules and Regulations. Licensee will be given notice at least 7 days written notice of any said programming and or activities approved by the County.
6. No Signs. The Licensees shall neither install nor place, or permit or authorize others to install or place, on or within the Park Property, any signs, other than those signs permitted by the applicable County ordinances, County

regulations, and any written agreement between the County and others. This provision shall not release the Licensee and others from first obtaining from the County all required permits, approvals, and permissions otherwise required for the placement of such signs. Initial County signage will be installed prior to acceptance of the Public Park by the County, which may include, but is not limited to, signage concerning Park regulations, hours of operations, rules and regulations.

7. Rules and Regulations. All uses of the Licensed Premises, being a public neighborhood park, shall be subject to all then existing and current ordinances, policies, rules and regulations of the County, as may be amended or revised from time to time, including, but not limited to, the established regulations and procedures relating to special events, as described in such regulations and procedures.
8. No Liability, Indemnification. (A) All personal property of Licensees, their employees, agents, contractors, business invitees, Licensees' customers, clients, and guests in and on the Licensed Premises, shall be and remain therein under any and all circumstances at the sole risk of the above described persons and entities. The Licensor shall not be liable to any such person or entity for any damage to, or loss of such personal property. The Licensees hereby agree to defend, indemnify, and hold harmless the Licensor and its elected and appointed officials, officers, employees, contractors and agents from any liability, cost and expenses for lost, stolen, damaged or destroyed personal property of Licensee. (B) The Licensees acknowledge that Licensor, its elected and appointed officials, officers, employees, contractors and agents shall not be liable for any damages, special, consequential, punitive or otherwise, as a result of any claim relating to this License Agreement or the Licensees' use of the Licensed Premises. (C) Licensees hereby agree to defend, indemnify and hold harmless the Licensor, and its elected and appointed officials, officers, employees, contracts, agents, successors, and assigns from and against all claims, cause of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property arising from or in connection with, the Licensee's obligation to inspect, maintain, repair, replace, remove and renovate the Park elements, equipment, and improvements as such elements, equipment, and improvements are shown and described in the Park Plan, , as required by Condition #76 of the Ordinance, attached to this Deed as Exhibit A. The indemnification in this section shall survive the expiration or termination of the License Agreement.
9. Insurance. Licensees, at their sole expense, shall obtain and maintain a policy of commercial general liability insurance, beginning on, and at all times after, the Lease Commencement Date, from an insurance carrier satisfactory to

Licensors, providing coverage for claims arising from or in connection with the Licensee's obligations under the Deed, Ordinance and this License Agreement for personal injury, death, property damage or loss suffered by any person, thing or interest, with a minimum of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Such insurance coverage shall protect from liability the persons and entities indemnified under Section 8 of this License Agreement. Licensees shall maintain such insurance coverage in full force and effect continuously at all times after the License Commencement Date. The insurance policy and policy limits shall not operate as a limit on Licensees' liability to Licensor under this License Agreement, nor as a limit on Licensees' duty of indemnification thereunder. Prior to the License Commencement Date, and on each annual anniversary of the Lease Commencement Date thereafter, Licensees shall deliver to the DPR certificates of insurance indicating that the insurance is in effect for the following one year period insuring all activity contemplated under this License Agreement, and containing a twenty (20) days' notice provision prior to termination, cancellation, non-renewal, material change, or reduction of coverage. If the insurer fails to provide notice to the Licensor, then Licensee shall notify Licensor in writing within 5 calendar days of when Licensee receives notice from insurer of any such termination, cancellation, non-renewal, material change, or reduction of coverage. The policy shall provide, among other things, that the actions or omission of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. No provision of this Deed shall act as a waiver of any rights of subrogation of the Licensor's Self Insurance Program or Licensor insurance carrier(s). The insurance required to be carried by Licensees herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated no lower than A- in the A.M. Best Rate Guide. Such insurance (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) shall name Licensor and others listed hereinafter as additional insureds and loss payees; and (iii) shall provide that the policy shall not be canceled, failed to be renewed or materially amended without at least thirty (30) days prior written notice to Licensor. At Licensor's written request, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to Licensor of the payment of all premiums for such policy, shall be delivered to Licensor. Licensor, its elected and appointed officials, officers, employees, contractors and agents shall be named as additional insureds under all coverage maintained by Licensees hereunder and the certificate of insurance, or the certified policy must so state. Coverage afforded under this Section shall be primary as respects the Licensor, its elected and appointed officials, officers, employees, contractors, and agents.

The following definition of the term “County” applies to all policies issued under the License Agreement:

“The County Board of Arlington County, Virginia and any affiliated or subsidiary Board, Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board, Authority, Committee, or Independent Agency is either a Body Politic created by the County Board of Arlington, County, Virginia, or one in which controlling interest is vested in Arlington County; or Arlington County Constitutional Officers.”

10. Termination of License. Notwithstanding anything herein to the contrary, the Licensor, and only the Licensor, in its sole discretion, shall have the right to terminate this License Agreement, at any time, but only in writing, without cause, without penalty, and without liability whatsoever to the Licensee, by providing thirty (30) days prior written notice of such termination to the Licensees. If, after the effective date of such termination, Licensees fail to terminate their use of the Park Property and to vacate all areas of the Park Property promptly upon the termination of this License Agreement, then Licensees shall be deemed a trespasser(s). Thereafter, the Licensor may immediately remove, or cause to be removed, the Licensees. This License Agreement shall not automatically terminate upon the transfer or conveyance of the Burdened Parcels, as such parcels are defined in the Recitals to this Deed. This License Agreement, being necessary to ensure performance of the Deed Covenants and Ordinance, shall: inure to the benefit of the owner of the County Parcel; and be binding upon, the Licensees, unless terminated or otherwise extinguished.
11. Park Closure. The Licensor has the right to temporarily or permanently close, the Public Park or any portion thereof in the interest of public health, safety and welfare, without liability to the Licensor or to others.
12. Liability. The Licensees are, and shall be, jointly and severally liable and obligated to, at all times, to comply with, and satisfy, all the requirements of this License Agreement.
13. No Partnership or Lease. It is agreed that nothing contained in this License Agreement shall be deemed or construed as creating a partnership, joint venture, the relationship of landlord and tenant between Licensor and Licensees, a leasehold interest, or any real estate or ownership interest in the County Parcel. The Licensor has the continuing right at all times to enter upon or use the Licensed Premises at will without notice.

14. Role of County/Effect of County Decisions; No Waiver. The County's execution of this License Agreement shall neither constitute nor be deemed to be governmental approval for any actions or interest contemplated herein, or for any other governmental approval or consent required to be obtained by the Licensees from the County. Whenever, in this License Agreement, the County is required to join in, consent, give its approval, or otherwise act under this License Agreement, it is understood that such obligations are meant to apply to the County acting in its capacity as a property owner and not in its capacity as a governing authority. Notwithstanding the foregoing, nothing in this License Agreement shall be construed to waive any of County's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Licensed Premises, including, but not limited to the County's police power, right to grant or deny permits, right to collect taxes or fees, or any other power, right or obligation whatsoever.
15. No Waiver of Sovereign Immunity by County. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this License Agreement nor any action taken by the County pursuant to this License Agreement nor any document which arises out of this License Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County, or of its elected and appointed officials, officers and employees.
16. No Rights in Third Parties. The parties hereto mutually agree that no provision of this License Agreement shall create in the public, or in any person or entity other than those signing this License Agreement, their executors, administrators and assigns as parties hereto, rights as third party beneficiary hereunder, or authorized 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 License Agreement or otherwise. No party, other than the Licensor, Licensees, and Licensees' successors in title and interest, shall have any right to enforce this License Agreement.
17. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this License Agreement to the contrary, the County shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensees or any third party or parties, from any liability whatsoever, regarding this License Agreement or any act or omission arising out of this License Agreement.
18. Applicability of Laws. This License Agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia. All legal actions brought by either Licensor or Licensee concerning this License Agreement shall be brought in the Arlington County General

District Court, or the Arlington County Circuit Court, and no other court.

19. Approval of License Agreement by Licensor. This License Agreement shall not become effective unless and until the County Board approves this License Agreement, and this Deed is accepted on behalf of the County Board. If this License Agreement is not approved by the County Board and executed by an authorized person, then no liability whatsoever shall accrue to the County or the Licensees, and the County and the Licensees shall have no obligations whatsoever to each other.

COVENANTS REAL

The Grantors/Licensees declare that the agreements and covenants stated in this Deed are not covenants personal to the Grantors/Licensees, but are covenants real, running with the land.

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

The Recitals are hereby incorporated into this Deed.

WITNESS the following signatures and seals:

[SIGNATURES AND SEALS APPEAR ON THE FOLLOWING PAGES]

GRANTORS/LICENSEES:

BUCKINGHAM COMMONS II ASSOCIATES, LLC,
a Delaware limited liability company

By: Paradigm Buckingham Commons II, LLC,
a Virginia limited liability company,
its Managing Member

By: Buckingham Commons II, Inc.,
a Virginia corporation,
its Managing Member

By: _____ (SEAL)
Stanley W. Sloter, its President

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Stanley W. Sloter, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself as the President of Buckingham Commons II, Inc., a Virginia corporation, Managing Member of Paradigm Buckingham Commons II, LLC, a Virginia limited liability company, Managing Member of BUCKINGHAM COMMONS II ASSOCIATES, LLC, a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing document for the purposes therein contained, by signing his name on behalf of the limited liability company.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

Notary Registration No: _____

BUCKINGHAM PARCEL D ASSOCIATES,
LLC, a Delaware limited liability company

By: Paradigm Parcel D Associates, LLC,
a Virginia limited liability company,
its Managing Member

By: Paradigm Parcel D, Inc.,
a Virginia corporation,
its Managing Member

By: _____ (SEAL)
Stanley W. Slotter, its President

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Stanley W. Slotter, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself as the President of Paradigm Parcel D, Inc., a Virginia corporation, Managing Member of Paradigm Parcel D Associates, LLC, a Virginia limited liability company, Managing Member of BUCKINGHAM PARCEL D ASSOCIATES, LLC, a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing document for the purposes therein contained, by signing his name on behalf of the limited liability company.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

Notary Registration No: _____

BUCKINGHAM MI APARTMENTS, LP,
a Virginia limited partnership

By: Paradigm Buckingham M.I. Apartments, LP,
A Virginia limited partnership,
Its General Partner

By: Paradigm Buckingham M.I., Inc.,
A Virginia corporation,
Its General Partner

By: _____ (SEAL)
Stanley W. Slotter, its President

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Stanley W. Slotter, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself as the President of Paradigm Buckingham M.I., Inc., a Virginia corporation, General Partner of Paradigm Buckingham M.I. Apartments, LP, a Virginia limited partnership, General Partner of BUCKINGHAM MI APARTMENTS, LP, a Virginia limited partnership, and that he, in such capacity, being authorized to do so, executed the foregoing document for the purposes therein contained, by signing his name on behalf of the limited liability company.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

Notary Registration No: _____

BUCKINGHAM MARKET APARTMENTS,
LLC, a Delaware limited liability company

By: Paradigm Buckingham Market Apartments, LLC,
a Virginia limited liability company,
its Managing Member

By: Paradigm Buckingham Market, Inc.,
A Virginia corporation,
Its Managing Member

By: _____ (SEAL)
Stanley W. Slotter, its President

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Stanley W. Slotter, known to me to be, or satisfactorily proven to be the person whose name is subscribed to the foregoing document, personally appeared before me in the jurisdiction set forth above and acknowledged himself as the President of Paradigm Buckingham Market, Inc., a Virginia corporation, Managing Member of Paradigm Buckingham Market Apartments, LLC, a Virginia limited liability company, Managing Member of BUCKINGHAM MARKET APARTMENTS, LLC, a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing document for the purposes therein contained, by signing his name on behalf of the limited liability company.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

Notary Registration No: _____

GRANTEE/LICENSOR:

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this _____ day of _____, 20____, on behalf of the County Board of Arlington County, Virginia, pursuant to a Resolution, of the said Board duly adopted on September 17, 2011.

By: _____
For the County Board of Arlington County, Virginia
Name: _____
Title: _____

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: _____

Notary Registration No: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

EXHIBIT A
Site Plan #405, Condition #76

Public Park Improvements

76. Design of Public Park

The developer agrees, at its own expense, to design the Public Park and coordinate with the Department of Parks and Recreation (DPR) to further refine the park design and various park elements in accordance with design standards and procedures generally applicable to parks in Arlington County, VA. The Public Park shall be designed for public park use including passive public recreation and public playground. The Public Park shall be subject to the current rules and regulations applicable to public parks within Arlington County, Virginia, as may hereafter be amended.

The developer agrees to submit to the Zoning Administrator and obtain approval from the County Manager for a final park design and detailed landscape plan for the entire Public Park prior to the issuance of the Demolition Permit for Building B in Village 1 as designated in drawings dated March 30, 2007, and revised drawings dated May 30, 2007, and approved by the County Board and made part of the public record on June 9, 2007. The final design and landscape plan for the Public Park shall be consistent with the park concept plan shown in the drawings dated March 30, 2007, and revised drawings dated May 30, 2007, and reviewed and approved by the County Board and made part of the public record on June 9, 2007. The developer agrees to present the final park design and park landscape plan to the Buckingham Community Civic Association, the Buckingham-Gates Tenants Association, and the Park and Recreation Commission for review and comment prior to County Manager approval. The final park design, park landscape plan, including all types of passive recreational amenities and site elements in the landscape plan, together with a cost estimate for construction of the park as designed, shall be subject to the prior written approval by the County Manager to ensure that the improvements are consistent with design and safety standards approved by DPR. The developer agrees to include changes or revisions that the County Manager may request to the final park, which are consistent with the approved site plan drawings dated March 30, 2007, and revised drawings dated May 30, 2007. The final park design and landscape plan for the Public Park shall include the same level of detail outlined and required in Conditions #15 and 16 above. In addition, the developer agrees to include the following information at the time of the final park design submission:

- a. A cost estimate to construct the park as shown on the final park landscape plan;
- b. An annual maintenance plan, including the estimated cost of maintaining the park for one year, subject to approval by the County Manager;
- c. A life cycle and replacement plan for proposed park features and equipment, including estimated annual funding contributions to an escrow account that would be necessary to pay for major equipment replacement or park renovations in the

- d. future, to ensure that the park remains in good repair, which plan shall be subject to approval by the County Manager;
- e. Details of the park amenities and structures, including, but not limited to, tot and elementary-aged play equipment, engineered or rubberized play surfaces, pergolas, gazebos, kiosks, pavilions, sculptures, public art or focal features, trees and landscaping, details of site furnishings including, but not limited to, benches, tables, chairs, trash receptacles, light posts and fixtures, bollards, drinking fountains, flagpoles, bicycle racks;
- f. The final sidewalk pattern and design of pathways located internal to the Public Park, and the final selection of materials and colors to be used, subject to the approval of the County Manager as consistent with County standards for such materials and colors.

Construction of the Public Park

The developer agrees, at its own cost and expense, to develop construction drawings and specifications, that implement the approved design, to be used in the bidding process. Prior to the commencement of the bidding process, the developer agrees to submit to the County completed bid documents and related final cost estimate (for construction of the park shown on those documents) and a bidders list for review and comment. The County shall have thirty (30) days for review and comment. The developer agrees to obtain the County Manager's approval of the documents and the improvements shown thereon and the bidders list before putting the documents out for bid. If the estimate or bid provided by the developer for such work is deemed acceptable by the County, then the developer agrees to construct the park improvements at the County's expense; however, the County may opt to construct said improvements itself if the estimate or the bid provided by the developer for such work is deemed not acceptable by the County Manager in his discretion. Construction of the Public Park and its improvements will be competitively bid by the developer. The developer agrees to obtain bids from a minimum of three (3) contractors that are deemed acceptable by the County. Once the bids are received, the developer agrees to give the County notice of the specifics of such bids and to allow the County thirty (30) days to decide whether to proceed with the work as bid, or to perform or contract for the work on its own.

Within 30 days after the issuance of a notice to proceed with construction, the developer agrees to deliver to the County the Schedule of Values for the park construction project. During the construction process, the developer agrees to obtain County Manager approval in advance, for any requested change orders or substitutions to the original bid documents. Throughout the construction process, the developer agrees to submit monthly invoices for park construction work that has been completed and paid for by the developer to date, subject to a retainage of at least 5 percent. Upon submitting an invoice for reimbursement to the County, the developer agrees that the County shall have thirty (30) days in which to pay the invoice. If payment is not provided by the County within

thirty (30) days, the developer shall provide notice to the County of the delinquency in payment. Upon receipt of the developer's notice of delinquency in payment, the County shall have fifteen (15) days to provide payment. If payment of the invoice is not provided by the County within the fifteen (15) days, the developer is under no obligation to continue construction of the park until payment is made by the County or the developer and the County come to an alternative resolution that is acceptable to both parties.

If the County determines that the developer shall construct the Public Park, then the developer agrees to implement the approved final park design and park landscape plan, including all types of passive recreational amenities and site elements in the landscape plan, for the Public Park and complete construction of the entire Public Park prior to the issuance of the first Certificate of Occupancy for tenant occupancy for Building B. Upon final completion of the construction and installation of the Public Park by the developer, acceptance of the Public Park and its recreational improvements is subject to the written approval by the County Manager, as being consistent with the final park plan, with all applicable laws and ordinances, and with all adopted county standards.

Maintenance of the Public Park

The developer agrees to be solely responsible for the inspection, maintenance, and repair of the Public Park and all its elements. All maintenance work shall be performed in accordance with manufacturer's recommendations, the Americans with Disabilities Act standards, standards and procedures set forth by DPR, and all successor procedures generally applicable to public parks in Arlington County, Virginia, as may hereafter be enacted or amended.

At least six (6) months prior to the issuance of the first Certificate of Occupancy allowing tenant occupancy for Building B in Village 1 (as designated on drawings dated March 30, 2007, and revised drawings dated May 30, 2007, and approved by the County Board and made part of the public record on June 9, 2007), the developer agrees to take all reasonable steps to fulfill the application process for a license and/or contractual agreement with the County Board ("Agreement"), which Agreement shall be subject to approval by the County Board, for the developer to provide general maintenance services and to repair and replace equipment and furnishings in the Public Park in accordance to Department of Parks and Recreation maintenance and life cycle standards and with this condition. The developer agrees that the Agreement shall, among other things, identify the specific roles, responsibilities, insurance coverage requirements, liabilities, and terms and conditions related to the management, programming and maintenance of the Public Park and shall be acceptable in substance to the County Manager.

The developer further agrees that the Agreement with the County shall include the developer's obligation to post a Maintenance Bond or escrow account with the County equal to the cost, as determined by the County, of maintaining the park for one year. The developer agrees to submit the amount of the Maintenance Bond at the time of the

submission of the final park landscape plan for the Public Park for County Manager approval. Should the developer or his representative fail to maintain the Public Park in strict accordance with County standards, then the Bond will be revoked and may be utilized by the County to pay for the necessary repairs and provide the necessary maintenance. The Agreement shall be terminable by the County, in its sole discretion, should the developer, or its successors, fail to maintain the park to the level required by DPR and this condition. The Agreement shall provide for notices of default and cure periods relative to termination.

The developer also agrees that the Agreement shall contain an obligation on the developer's part to create and maintain, through annual contributions, an escrow account for the sole purpose of assuring that there are adequate funds in the future to remove, replace or substantially renovate major recreational amenities or elements within the Public Park when they reach the end of their life cycle. The amount of the annual contributions by the developer shall be based on the estimate contained within the approved life cycle and replacement plan submitted as part of the final park design and park landscape plan and shall include an escalation clause to cover future cost increases. The developer, or its successor, shall provide the County with an annual statement showing the current account funds and what items were deducted from the account over the preceding year. The account status information shall be provided to DPR by April 15th of each year, starting with the year of completion of the park.

Naming of the Public Park

The developer agrees that the permanent name for the above-mentioned Public Park shall be designated in accordance with the Arlington County Policy for Naming and Renaming of County Facilities and Parks adopted on July 10, 1999 or the then-current Arlington County Park Naming Policy.

EXHIBIT B

PUBLIC PARK MAINTENANCE STANDARDS

- 1) General Park Maintenance
 - a) All planting areas, including lawns, buffers, and parking lots, shall be periodically inspected, a minimum of once per month, and, in any event, every two (2) weeks during the growing season (approximately March 25 – November 16) or after each mowing session.
 - b) Leaf removal shall be conducted every four weeks from November 1 through January 15 each year.
 - c) Remove all litter and debris daily from the park.
 - d) Maintain at all times a minimum of a 2-inch depth of organic hardwood mulch or equal in all planting beds.
- 2) Irrigation (if applicable)
 - a) Automatic sprinklers shall be cleaned out and winterized by November 15 of each year and they should be tested and fully operational by April 15 of each year.
 - b) Evaluate effectiveness of irrigation system and modify as necessary.
 - i) Water requirements:
 - New turf: keep moist until all seed germinates and becomes an established stand of turf.
 - Existing turf: during dry periods, water twice a week from April 15 through November 15 for 20 minutes at a time, or set irrigation for coverage of 1-2 inches of water per week or as determined to be appropriate by the professional landscape contractor hired to maintain the park.
- 3) Seasonal flowers - annual flower beds shall be periodically mulched and the soil amended annually. New plantings shall be provided in May of each year or as available from the landscape contractor. During the Growing Season, all beds shall receive periodic inspections as provided in Paragraph 1 above, irrigations and weeding to maintain a neat appearance.
- 4) Turf Management
 - a) The Licensee, as defined in the Deed of Covenants, to which this is Exhibit B ("Licensee"), shall require that all chemical applications applied within the Public Park, including lime, fertilizers, pesticides, and herbicides, shall be applied by a certified, licensed, and insured chemical applicator. Notices for chemical treatments shall be posted in the park 48 hours prior to all scheduled chemical applications and remain posted until the treatment is completed and the area is deemed safe for use according to the licensed applicator.

- i) A yearly Integrated Pest Management Plan will be submitted to the DPR Area 2 Park Manager for review and approval of treatments by March 1 of every year or as determined by the landscape contractor. The Park Manager will give written approval to the Licensee within 15 days of receiving the plan. If no notice is received within that time period, then the plan is deemed approved. The plan shall include a listing of treatment methods and chemicals to be used in the Public Open Space and also define a procedure for notifying park visitors when a chemical treatment will be used.
 - b) Lawn areas shall not exceed a height of 4 inches at any time. Fertilizer and soil amendments should be added as necessary and/or on a seasonal basis. Fertilizer is optimally applied to lawn and turf areas three times in the spring, summer and fall. Timing, frequency and rate of application shall be adjusted according to weather and to horticultural and soil test conditions for each specific site. Fertilizer shall be applied by accepted methods only. Safety shall be highest priority during applications. Care shall be taken not to apply fertilizer when the ground is wet.
 - c) Soil amendments such as lime, gypsum or peat moss shall be used to be added to the soils of the lawns, turf or planting areas periodically. The need for such soil amendments shall be analyzed during the periodic inspections and in conjunction with soil tests.
 - d) Soil amendments shall be applied in accordance with manufacturer's specifications or based upon soil test results.
 - i) Apply a 3-1-2 (21-7-14, 10-4-6, or 24-4-B) 50% organic fertilizer twice a year between March 15 to April 15 and September 1 to October 1. If the Licensee determines it is necessary, two additional applications may be made in May and November. Do not apply fertilizer or soil amendments while turf is either wet or under extreme stress, in windy conditions, or when children are present.
- 5) Pruning
- a) Removal of dead, diseased, insect infested or weak wood shall take place in the dormant season or after flowering. Excessive shoots and suckers shall be removed.
 - b) Shrub material used as a screen shall be pruned as a mass to enhance their natural form such as hedges.
 - c) Root pruning of trees adjacent to curbs or sidewalks shall occur during periodic inspections with knowledge of most recent pruning. No more than 1/3 of root systems of each tree shall be pruned during a year.
 - d) Insect and disease control shall be included in the Integrated Pest Management Plan, which plan has been approved by DPR Parks and Natural Resources Division Chief.
 - e) All plantings, including existing mature trees, shall be periodically inspected for insect or

disease infestation. Methods utilized to control insects or disease may range from spraying and pruning to plant removal. Whatever method is utilized, safety and control shall be highest priority.

6) Renovation

- a) Annually the lawn area shall be aerated and then re-seeded.
- b) Lawn areas damaged, destroyed or failing due to insects, disease, weather or physical damage shall have the turf replaced.

Lawn – all areas where soil has been exposed shall be renovated during the next planting season. Proper horticultural and soil erosion prevention methods shall be utilized. If soil erosion has occurred, the area shall be repaired with a seed mixture compatible to existing plantings. Plantings – all plantings which are damaged or destroyed shall be replaced during the next growing season (the time between the last frost and the first frost). A failing, damaged or destroyed landscape screen or buffer must be renovated or replaced within a reasonable period of time which shall also be by the next growing season.

Park Facility Maintenance Management

1) Site Amenities:

- a) Benches, paths, lights, flag poles, bicycle racks, fencing, water fountain, trash receptacles, picnic tables, signs and all other elements, equipment and improvements shall be inspected at least twice a year, once in March and once in September, to determine their condition. Any damaged, worn or unsafe conditions on or within such structures shall be corrected immediately to a safe condition.

Power wash/hose down park benches, gazebo, paths, and playground equipment monthly, except in winter.

- 2) Refuse and recycling containers shall be emptied three times per week at a minimum and daily if necessary.

3) Playground and playground fence maintenance:

- a) The playground equipment and structures shall be inspected, cleaned, and serviced once every fourteen calendar days and, in any event, on a complaint basis and the playground be maintained in ordinance with the guidelines produced by the National Playground Safety Institute. Any conditions that are unsafe or that threaten the public safety shall be corrected immediately with play equipment manufacturer's guidelines.
- b) The playground shall be inspected twice a year (i.e., March and October) by a Certified

Playground Safety Inspector (CPSI).

- 4) Water Fountain:
 - a) Check water flow and drainage daily.
 - b) Inspect the backflow preventer yearly and repair as needed.
- 5) Paved surfaces:
 - a) All paved surfaces, concrete sidewalks, asphalt pavement and decorative pavement shall be swept bi-weekly and trash, stains and/or obstructions shall be removed immediately.
 - b) Pavement shall be inspected at least once per month for damage, cracks, and/or pot holes for unsafe condition. If conditions present a trip and fall hazard, the area will be repaired immediately.
- 6) Maintain historic marker:
 - a) Check the condition of the sign and wash off dirt and debris from the surface at least every 6 months.
 - b) If the sign is damaged the Licensee will repair it according to the recommendations of the manufacturer or replace it if the damage is extensive making the sign unreadable or a safety hazard.
- 7) Flag Poles:
 - a) The Licensee shall be responsible for providing the flags for the three flag poles. A United States flag, a Commonwealth of Virginia flag and an Arlington County flag may be flown on the poles. The poles shall be inspected annually for damage and repaired by the Licensee. If a pole is found to be structurally unsound the Licensee shall rope off the surrounding area where the pole could fall and have it repaired or removed immediately.
- 8) Park lighting:
 - a) All park lights will be kept in an operational condition and when they are damaged will be repaired as soon as possible.
 - b) Replace light bulbs within 72 hours of a reported outage.
- 9) Snow and Ice Removal (As required by County Code Chap. 27, Section 24):
 - a) Remove from the entire width of the sidewalk up to 3 feet wide (to accommodate wheelchairs, strollers, and adults with children in hand).
 - b) Remove within 24 hours after the snow stops falling when accumulations are less than 6 inches, and within 36 hours when 6 or more inches of snow accumulate. (As measured at National Airport, per National Weather Service).

c) All other applicable requirements as stated in the ordinance.

10) Vandalism:

a) Report to County Police vandalism as soon as discovered.

b) Graffiti shall be removed within 48 hours of discovery.

EXHIBIT C LIFE CYCLE AND REPLACEMENT PLAN

Buckingham Village - 2nd Public Park
LIFE CYCLE AND REPLACEMENT PLAN
4/7/10

Budgetary Reimbursement/MAJOR or how associated to the LIFE Cycle and Replacement Plan

Code	Replacement Item	Quantity	Schedule of Values	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
0500	Site Concrete-Curbs & Sidewalks		\$ 51,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0700	Site Utilities - Storm Drain		21,720											
0800	Landscape Plants													
	600	14,790						3,132						3,132
	1000	5,960						960						960
	1100	11,230						1,872						1,872
	1200	240						1,200						1,200
	1300	1,200						1,200						1,200
	1400	1,500						1,500						1,500
	1500	1,500						1,500						1,500
	1600	1,500						1,500						1,500
	1700	1,500						1,500						1,500
	1800	1,500						1,500						1,500
	1900	1,500						1,500						1,500
	2000	1,500						1,500						1,500
	2100	1,500						1,500						1,500
	2200	1,500						1,500						1,500
	2300	1,500						1,500						1,500
	2400	1,500						1,500						1,500
	2500	1,500						1,500						1,500
	2600	1,500						1,500						1,500
	2700	1,500						1,500						1,500
	2800	1,500						1,500						1,500
	2900	1,500						1,500						1,500
	3000	1,500						1,500						1,500
	3100	1,500						1,500						1,500
	3200	1,500						1,500						1,500
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	3400	1,500						1,500						1,500
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	4000	1,500						1,500						1,500
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	9900	1,500						1,500						1,500
	10000	1,500						1,500						1,500
	Subtotal		\$ 378,600	\$ 2,700	\$ 2,700	\$ 3,000	\$ 2,700	\$ 4,214	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700

1. We have not included an escalation factor on these numbers.
2. The Life Cycle Assumptions are based on how long we feel the designed equipment and/or systems will last.

NOTES

1. THE PROPERTY DELINEATED ON THIS PLAT APPEARS ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP NO. 063-09, AND IS IDENTIFIED BY REAL PROPERTY CODE (RPC) NUMBER 2007420.
2. THIS PARCEL IS SUBJECT TO THE CONTROL OF SITE PLAN SPACOS APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ON JUNE 9, 2007. THE SITE PLAN SPACOS APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ARE SUBJECT TO THE OBLIGATIONS IMPOSED BY THE SITE PLAN SPACOS. THE OBLIGATIONS IMPOSED BY THE SITE PLAN SPACOS ARE TO BE ENFORCED BY THE ZONING ADMINISTRATOR OF ARLINGTON COUNTY, VIRGINIA.

3. OWNER: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
 2100 CLARENDON BLVD 3RD FL
 ARLINGTON, VA 22201
 DR. 4318 PO. 1274

OWNERS CERTIFICATE

THE PLATTING OF THE PROPERTY ACQUIRED BY THE OWNER, THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, AND RECORDED AMONG LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

BY: THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNATURE _____ DATE _____
 NAME (PRINT) _____
 TITLE _____

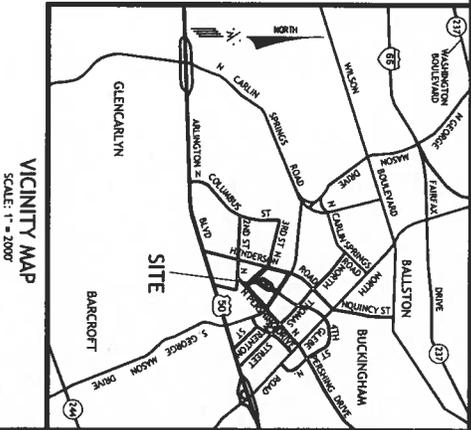
SURVEYORS CERTIFICATE

I, CHAD E. JERNIGAN, A DULY CERTIFIED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTIES SHOWN HEREON ARE NOW IN THE NAME OF THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA AS ACQUIRED IN DEED BOOK 416 AT PAGE 1774, AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA, AND THAT THE BEARINGS AS SHOWN ARE CALCULATED TO TRUE NORTH PER PLAT DATUM SHOWN IN DEED BOOK 221 AT PAGE 1107.

CHAD E. JERNIGAN L.S. #2877 DATE _____



EXHIBIT D



VICINITY MAP
 SCALE: 1" = 200'

CURVE TABLE

NO.	RADIUS	ARC	DELTA	TANGENT	CHORD	BEARING
C1	47.29'	36.23'	43.9344°	19.06'	35.35'	N16.9224°W
C2	22.84'	29.36'	73.3958°	17.11'	27.38'	S05.4531°E
C3	56.25'	46.91'	47.4630°	24.91'	45.56'	S03.5225°W
C4	20.00'	25.58'	73.1630°	14.87'	23.87'	N07.0050°E
C5	121.48'	6.35'	2.5950°	3.18'	6.35'	N07.0050°E
C6	22.50'	35.35'	90.0035°	22.50'	31.82'	N11.7543°W
C7	22.50'	35.35'	90.0035°	22.50'	31.82'	N11.7543°W
C8	9.25'	7.48'	47.0723°	4.08'	7.47'	N11.4632°E
C9	132.83'	62.61'	28.0735°	31.85'	62.07'	S44.3176°W
C10	69.50'	21.32'	47.2435°	11.15'	20.86'	S12.4146°W
C11	54.03'	44.91'	47.3727°	23.84'	43.63'	S09.3000°W
C12	20.00'	15.55'	44.3254°	8.19'	15.16'	S54.0643°E
C13	12.50'	22.62'	103.3935°	15.90'	19.65'	N04.3322°W
C14	40.00'	39.47'	56.3226°	21.51'	37.89'	S14.2517°E
C15	17.50'	27.50'	90.0205°	17.51'	24.76'	S87.4232°E
C16	121.48'	52.48'	24.4503°	26.65'	52.07'	N21.0032°E
C17	11.81'	7.82'	37.5639°	4.06'	7.68'	N53.1739°E
C18	11.28'	6.96'	35.3658°	3.60'	6.87'	S60.1607°W
C19	35.00'	54.98'	90.0000°	35.00'	48.50'	S87.4130°E
C20	12.00'	18.90'	90.1416°	12.00'	17.01'	S02.7538°E
C21	30.25'	3.22'	6.1206°	1.64'	3.22'	S51.1708°E
C22	24.00'	18.95'	45.1420°	10.80'	18.46'	S10.4653°W
C23	40.54'	23.49'	33.8644°	12.08'	25.16'	N16.5041°E
C24	88.23'	50.91'	33.0311°	28.19'	50.23'	S50.0946°W
C25	27.33'	9.60'	20.0709°	4.85'	9.55'	N82.4312°W
C26	50.00'	17.14'	19.2843°	8.66'	17.06'	S82.2859°E
C27	11.00'	9.82'	51.0815°	5.26'	9.50'	N50.5230°W
C28	88.25'	59.91'	38.5346°	31.16'	58.77'	N14.0831°E
C29	30.25'	47.64'	90.1346°	30.37'	42.87'	N78.2957°E

AREA TABULATION

PARCEL A1 14,371 S.F. OR 0.32991 AC
 PARCEL A2 14,371 S.F. OR 0.32991 AC
 STREET DEDICATION 69,809 S.F. OR 1.60260 AC
 ORIGINAL SITE AREA 98,551 S.F. OR 2.26242 AC

MATCH LINE

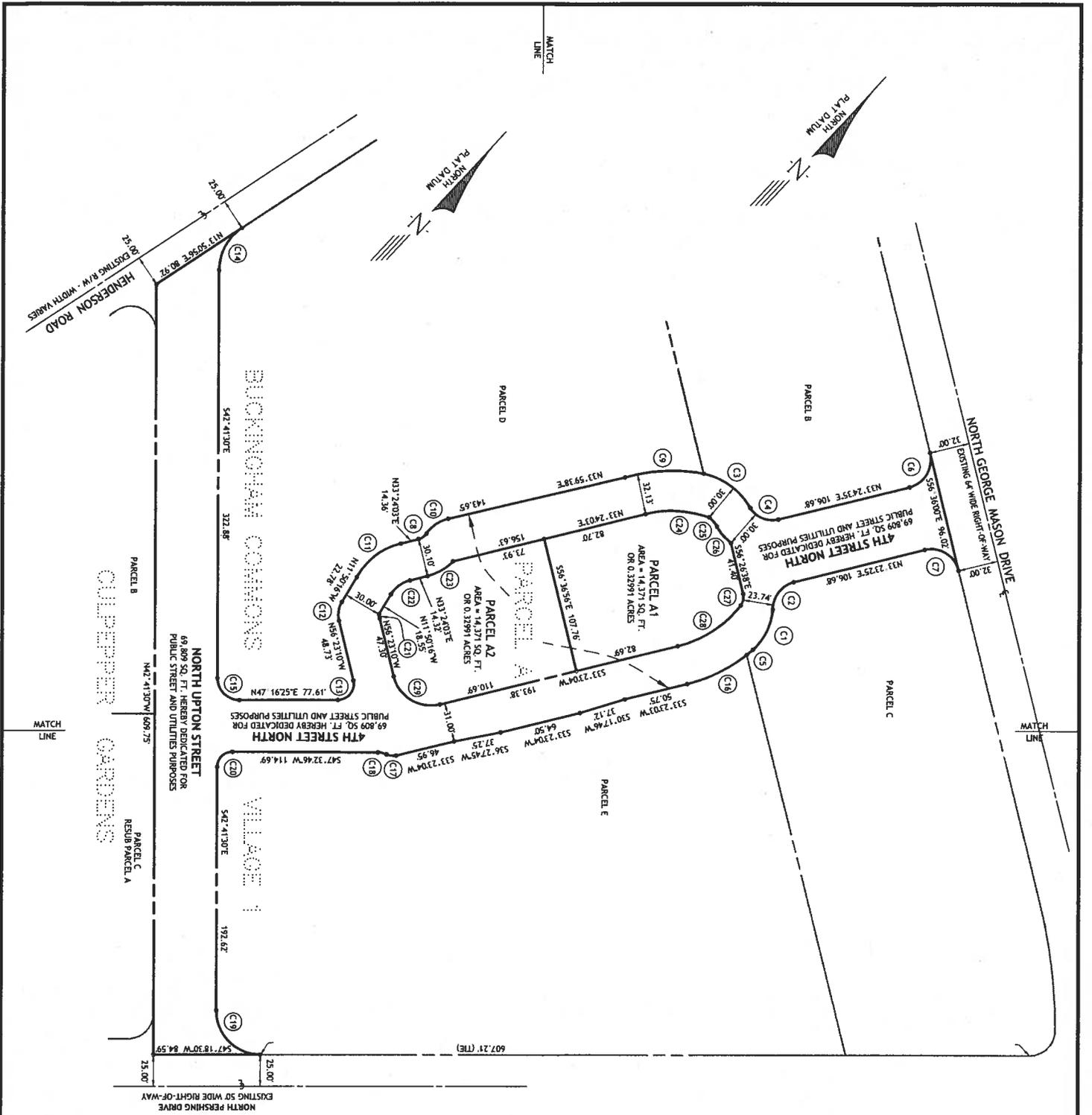
MATCH LINE

MATCH LINE



Urban
 Institute
 1900 North 17th Street, Suite 200
 Arlington, Virginia 22209
 www.urban-institute.com

PLAT SHOWING
 THE RESUBDIVISION OF
 PARCEL A
BUCKINGHAM COMMONS
 VILLAGE 1
 DEED BOOK 4141, PAGE 803
 ARLINGTON COUNTY, VIRGINIA
 SCALE: 1" = 50'
 DATE: FEBRUARY, 2012





Urban

 Urban, Ltd.

 1100 River Road, Suite 300

 Alexandria, Virginia 22304

 Tel: 703.642.2800

 www.urban-llc.com

PLAT SHOWING

 THE RESUBDIVISION OF

 PARCEL A

BUCKINGHAM COMMONS

VILLAGE 1

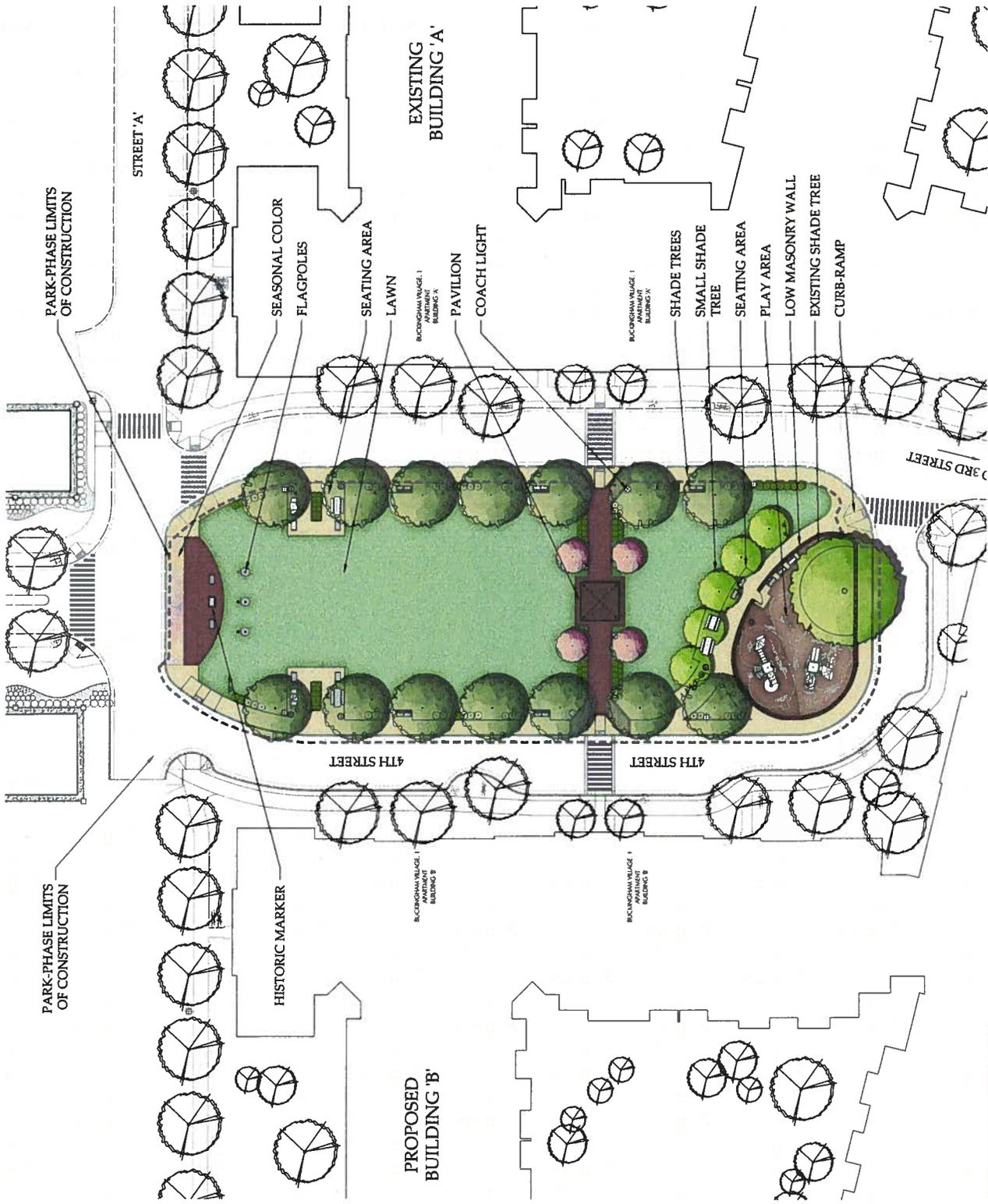
 DEED BOOK 4141, PAGE 803

 ARLINGTON COUNTY, VIRGINIA

 SCALE: 1" = 50'

 DATE: FEBRUARY, 2012

Premier: Eugene Landscaping, Architects, Land Surveyors

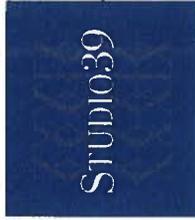


ARLINGTON COUNTY, VIRGINIA

BUCKINGHAM REDEVELOPMENT - PUBLIC PARK

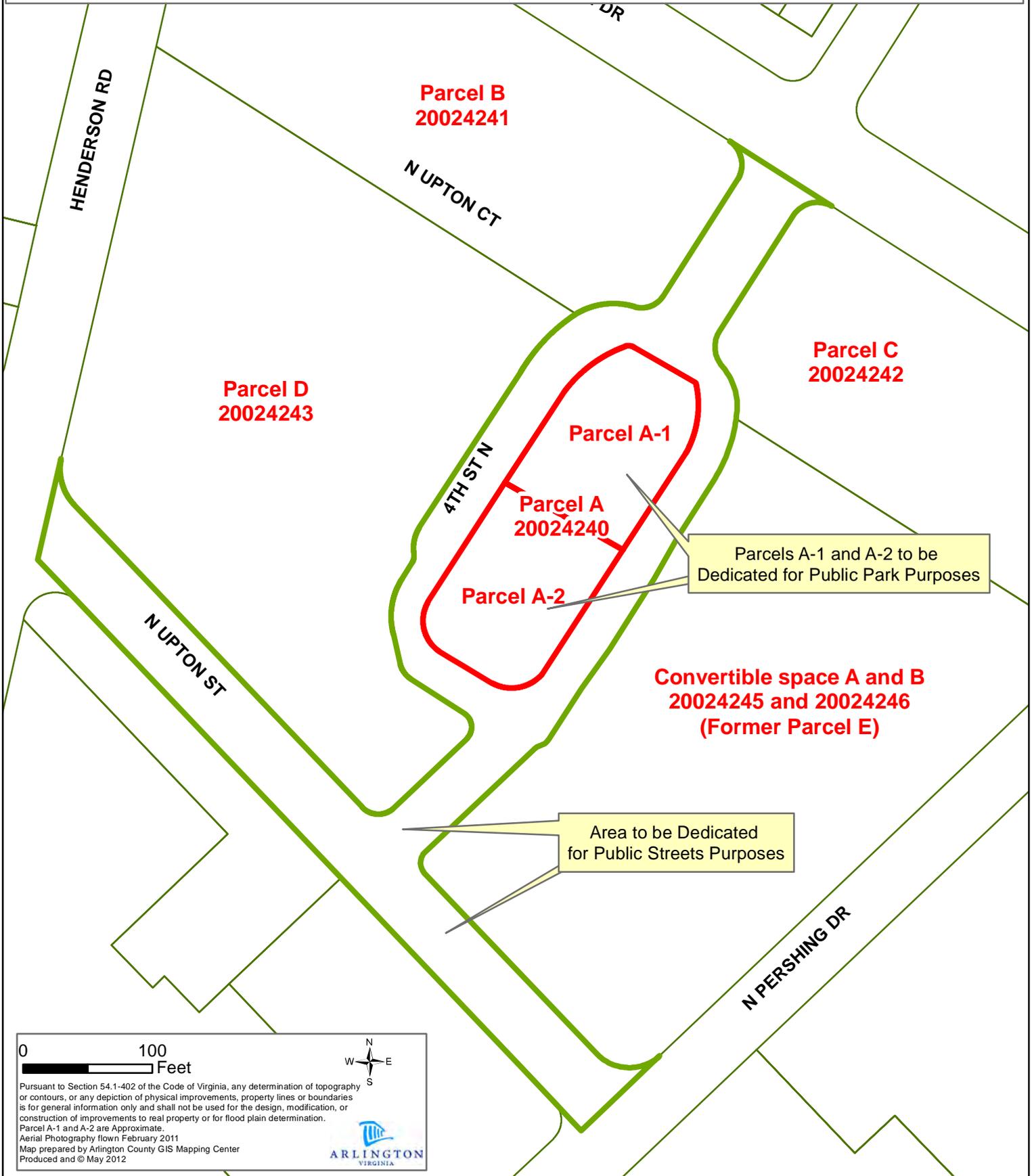
Prepared for PARADIGM COMPANIES by STUDIO39

THIS DOCUMENT IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT REFLECT ACTUAL QUANTITIES, DIMENSIONS, MATERIALS, OR CONDITIONS.



Vicinity Map

Buckingham Commons Village 1
Resubdivision of Parcel A, Henry Wright Park
RPC # 20024240



0 100 Feet



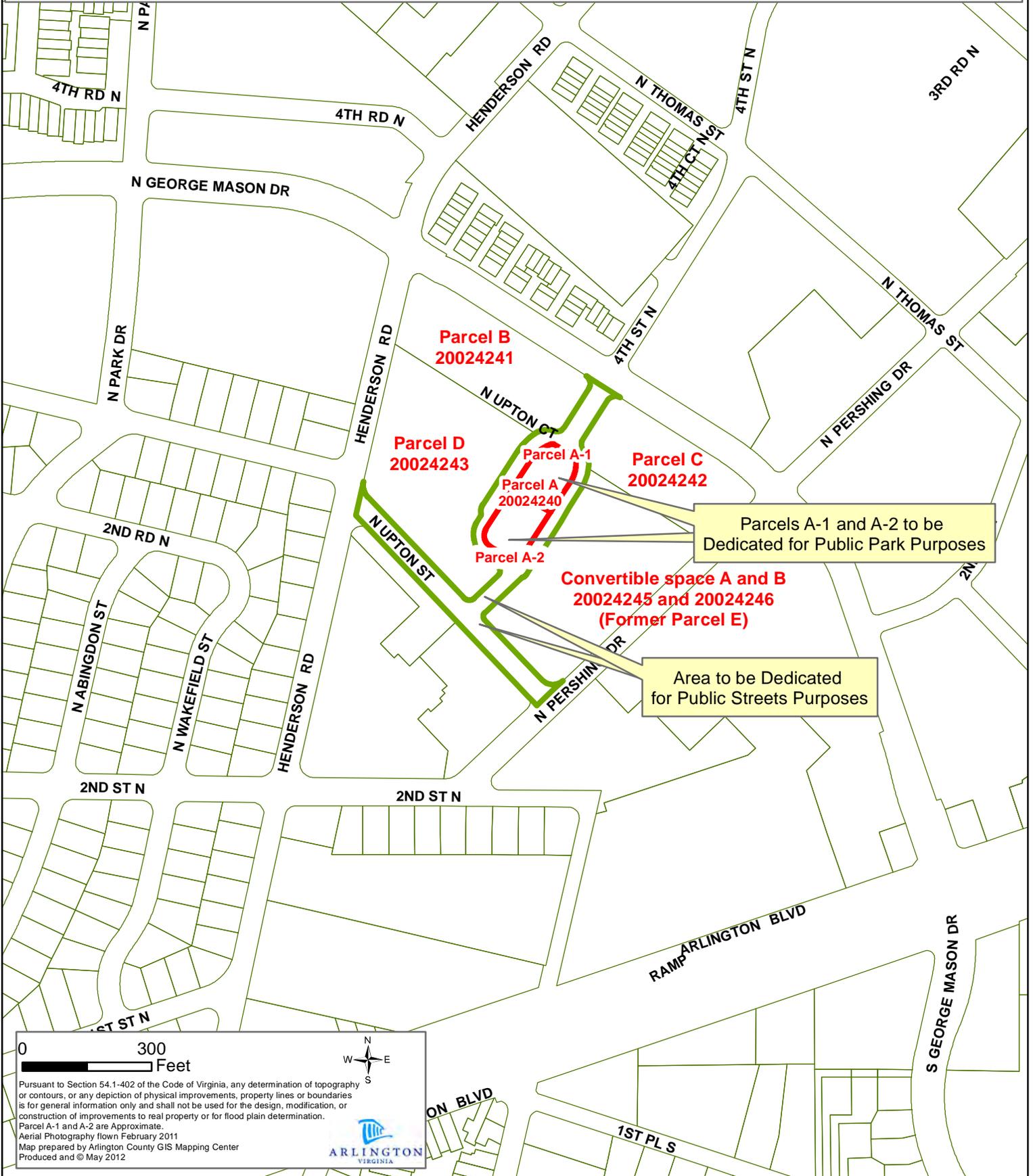
Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property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

Parcel A-1 and A-2 are Approximate.
Aerial Photography flown February 2011
Map prepared by Arlington County GIS Mapping Center
Produced and © May 2012



Vicinity Map

Buckingham Commons Village 1
Resubdivision of Parcel A, Henry Wright Park
RPC # 20024240



Parcel B
20024241

Parcel D
20024243

Parcel A-1
Parcel A
20024240
Parcel A-2

Parcel C
20024242

Parcels A-1 and A-2 to be
Dedicated for Public Park Purposes

Convertible space A and B
20024245 and 20024246
(Former Parcel E)

Area to be Dedicated
for Public Streets Purposes

0 300 Feet



Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. Parcel A-1 and A-2 are Approximate. Aerial Photography flown February 2011. Map prepared by Arlington County GIS Mapping Center. Produced and © May 2012.

