



## ARLINGTON COUNTY, VIRGINIA

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

**DATE:** June 25, 2012

**SUBJECT:** Approval of a Mobile Crane License Agreement between the County Board of Arlington County, Virginia, as Licensor, and Arlington Mill Limited Partnership, as Licensee, for Temporary Use of a Portion of Parcel B, Arlington Mill, RPC No. 22-001-725.

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

1. Approve the attached Mobile Crane License Agreement (“License Agreement”) between the County Board of Arlington County, Virginia, as Licensor, and Arlington Mill Limited Partnership, as Licensee, for Temporary Use of a Portion of Parcel B, Arlington Mill, RPC No. 22-001-725;
2. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to execute the Agreement and any related documents, on behalf of the County Board, subject to approval as to form by the County Attorney.

**ISSUES:** Approval and execution of the License Agreement is necessary to provide the Arlington Mill Limited Partnership with permission to temporarily use a portion of the County’s Parcel B, Arlington Mill, for operation of a mobile crane to be used in the construction of Arlington Mill Limited Partnership’s affordable housing project on the abutting Parcel A, Arlington Mill, which is ground leased from the County. There are no outstanding issues.

**SUMMARY:** Arlington Mill Limited Partnership has requested that the County Board grant Arlington Mill Limited Partnership permission to temporarily use a portion of the County’s Parcel B, Arlington Mill, property for the operation of a mobile crane to be used in the construction of Arlington Mill Limited Partnership’s affordable housing project on the abutting Parcel A, Arlington Mill, which is ground leased from the County.

**BACKGROUND:** At a February 12, 2011, meeting of the County Board, the Board authorized the resubdivision of the County Board’s Arlington Mill property into separate parcels to facilitate the construction of the County’s Arlington Mill Community Center on one parcel, and to ground lease the second parcel to the Arlington Mill Limited Partnership for the construction of an

County Manager:

County Attorney:

BRC

26.

Staff: Tim O’Hora, DES, Real Estate Bureau

affordable housing project. At the same meeting, the County Board also approved an amendment to Use Permit U-3199-08-2, to permit the Arlington Mill Limited Partnership to redevelop the northern portion of the resubdivided Arlington Mill site (Parcel A, Arlington Mill) with the affordable housing project. The approved APAH residential project is a four-story building, form-based code compliant, to be constructed over a transfer slab that is the roof of a two-level underground parking garage. The development will be 99% affordable. The building will include: 8 efficiency units; 16 one-bedroom units; 73 two-bedroom units; and 25 three-bedroom units for a total of 122 units, totaling approximately 131,100 sq. ft. One market-rate unit may be provided for support staff in a wing of the building that will contain supportive housing units. The remaining 121 units would be affordable to families.

The County Board approved and authorized the execution of a Ground Lease between the County Board and the Arlington Mill Limited Partnership for ground lease of Parcel A, Arlington Mill at the County Board's regular meeting on October 15, 2011. The Ground Lease permits Arlington Mill Limited Partnership to develop Parcel A, Arlington Mill, consistent with Use Permit No. U-3199-08-02, as amended.

To facilitate construction of the affordable housing project, Arlington Mill Limited Partnership has requested that the County Board grant Arlington Mill Limited Partnership permission to temporarily use a portion of the County's Parcel B, Arlington Mill, property for the placement and operation of a mobile crane to be used during construction of Arlington Mill Limited Partnership's affordable housing project on the abutting Parcel A.

**DISCUSSION:** The License Agreement attached to this Report is necessary to facilitate the development and construction of the Arlington Mill Limited Partnership affordable housing project, in accordance with Columbia Pike Form-Based Code Use Permit No. U-3199-08-02, as amended, on the abutting Parcel A, Arlington Mill, property.

The proposed License Agreement includes the following provisions:

- The term of the License Agreement will begin upon execution of the License Agreement by the County, and will end at 11:59 p.m. on December 31, 2013.
- No license fee will be charged to the Limited Partnership for use of the licensed area during the term of the License Agreement.
- The boom of any mobile construction crane is not permitted to overswing any other portion of Parcel B, and no loads can be carried over the improved portions of Parcel B outside the licensed area.
- The Licensee and/or its contractors must coordinate and schedule the timing and location of any use of the licensed area with the County's Community Center Project Manager, or his/her on-site designee, prior to each use.
- The County's Community Center Project Manager, or his/her on-site designee, will make commercially reasonable efforts to coordinate scheduling to accommodate "critical path"

timing of work performed by Licensee that is necessary to meet any VHDA-required construction timeline.

- In the event that such a scheduling accommodation is not made by the County's Community Center Project Manager, use of the licensed area by the County and/or the County's contractors for the construction work on the County's Community Center facilities and other improvements on Parcel B will take precedence over use of the licensed area by the Licensee.

**FISCAL IMPACT:** There is no fiscal impact to the County from entering into the License Agreement, since no compensation will be charged to Arlington Mill Limited Partnership for the temporary use.

## MOBILE CRANE LICENSE AGREEMENT

**THIS MOBLE CRANE LICENSE AGREEMENT** (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_ 2012, by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic (the "Licensor" or the "County") and **ARLINGTON MILL LIMITED PARTNERSHIP**, a Virginia limited partnership (the "Licensee"). Collectively the Licensor and the Licensee may be referred to as the "Parties".

### RECITALS:

R-1. WHEREAS, the County is the fee simple owner of both Parcel A and Parcel B, Arlington Mill, by virtue of a Special Warranty Deed dated June 27, 1996, and recorded in Deed Book 2784 at Page 1541, among the land records of the Clerk of the Circuit Court of Arlington County, Virginia ("Land Records"), as resubdivided by that certain Deed of Vacation of Portions of Public Streets; Vacation of Easement for Public Utilities Purposes; Vacation of 10' Sanitary Sewer Easement; Resubdivision, Vacation and Rededication of Existing Subdivision Name; and Dedication for Public Street and Utilities Purposes dated March 4, 2011, and recorded in Deed Book 4445 at Page 409 among the Land Records; and

R-2. WHEREAS, Parcel A, identified by RPC #22-001-724 (the "Residential Parcel"), is more fully described in **Exhibit A** attached hereto and incorporated herein; and

R-3. WHEREAS, Parcel B, identified by RPC #22-001-725 (the "Community Center Parcel"), is more fully described in **Exhibit B** attached hereto and incorporated herein; and

R-4. WHEREAS, the Residential Parcel is subject to a Ground Lease dated October 31, 2011, as amended in May, 2012, between the County and Licensee, as Ground Lessee, which Ground Lease commences on the date the Licensee closes on its Construction Mortgage related to a planned residential development described further below; and

R-5. WHEREAS, the Licensee plans to develop the Residential Parcel pursuant to approved Columbia Pike Form-Based Code Use Permit No. U-3199-08-02, as amended, with an affordable housing residential building project; and

R-6. WHEREAS, the County plans to develop the Community Center Parcel pursuant to approved Columbia Pike Form Based Code Use Permit No. U-3199-08-02, as amended, with a public Community Center, other public amenities, and ground-floor retail space; and

R-7. WHEREAS, the Licensee needs, as part of its development of the Residential Parcel, a license allowing placement of a non-stationary, movable mobile crane on a portion of the Community Center Parcel during the construction period; and

R-8. WHEREAS, subject to the terms and conditions of this Agreement, the County agrees to grant a mobile construction crane license to the Licensee, in connection with the Licensee's development of the Residential Parcel,

WITNESSETH:

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual benefits to be received by the Parties, the Parties hereby agree as follows:

1. Licensed Premises. The County hereby grants to the Licensee, subject to the terms and restrictions of this Agreement, a revocable license to enter onto that portion of the Community Center Parcel depicted and designated as “Mobile Crane Licensed Premises” (the “Licensed Premises”) on the plat attached to this Agreement and incorporated herein as **Exhibit C** entitled “Plat Showing Mobile Crane Licensed Premises, Parcel B, Arlington Mill, Deed Book 4445 Page 409, Arlington County, Virginia,” prepared by VIKA, dated June 28, 2012, for the Permitted Uses described in Section 2A of this Agreement.

2. Permitted Uses.

A. The license hereby granted permits the Licensee, during the Term, as hereinafter defined, to operate a mobile construction crane over, upon, and across the Licensed Premises, as necessary for the Licensee to construct improvements on the Residential Parcel (“Permitted Uses”); provided, however, that any such entry onto, and the Licensee’s licensed use of the Community Center Parcel, is limited to the Licensed Premises. The boom of any mobile construction crane placed on the Licensed Premises is not permitted to overswing any other portion of the Community Center Parcel, and no loads can be carried over the improved portions of the Community Center Parcel outside the Licensed Premises

B. Coordination of Permitted Use

(1) The Licensor will be performing construction work on the Community Center Parcel concurrently with the construction work being performed by Licensee on the Residential Parcel. To avoid any conflicts or interference with work, and resulting delays affecting, Licensor’s construction of infrastructure and improvements on the Community Center Parcel, Licensee and/or its contractors shall coordinate and schedule the timing and location of any use of its mobile cranes on the Licensed Premises with the County’s Project Manager, or his/her on-site designee, prior to each such use. The County’s Project Manager, or his/her on-site designee, shall make commercially reasonable efforts to coordinate such scheduling to accommodate “critical path” timing of work performed by Licensee’s contractors that is necessary to meet any VHDA-required construction timeline.

(2) In the event that such a scheduling accommodation is not made by the County’s Project Manager, or his/her on-site designee, use of the Licensed Premises by

the Licensor for the performance of work on the Community Center Parcel by the Licensor and/or Licensor's contractor(s), shall take precedence over use of the Licensed Premises by the Licensee.

(3) The County and the Licensee shall designate to each other, in writing, with contact information, on-site contacts for scheduling and coordinating use of the Licensed Premises by Licensee.

3. Term. The term of this Agreement ("Term") shall begin upon execution of this License by the Licensor (the "Commencement Date") and shall end at 11:59 p.m. on December 31, 2013.

4. License Fee. Licensor elects not to charge Licensee a license fee for use of the Licensed Premises during the Term of this Agreement.

5. Insurance. The Licensee shall maintain, and hereby agrees to cause its contractor(s) (including Licensee's general contractor, and any crane owner and/or crane operator contractor) to each maintain, a policy or policies of broad form comprehensive general liability insurance against claims for bodily injury, property damage, or personal injury occurring on, in or about the Licensed Premises, in amounts not less than Two Million Dollars (\$2,000,000) in the annual aggregate and One Million Dollars (\$1,000,000) arising out of any one occurrence. Such insurance shall protect the persons and entities indemnified under Section 9 of this Agreement from liability. Licensee shall maintain such insurance coverage in full force and effect continuously at all times during the Term. The insurance policy and policy amounts shall neither operate as a limit of Licensee's liability to Licensor under this Agreement, nor as a limit of Licensee's duty of indemnification hereunder. Prior to the commencement of this Agreement, Licensee shall furnish Licensor with certificates of insurance indicating that the insurance is prepaid for the entire Term, that it insures all activity contemplated under this Agreement, and that it contains a provision ensuring thirty (30) days notice to the County prior to termination, cancellation, non-renewal, material change, or reduction of coverage. The policy shall provide, among other things, that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any insured party under the policy. No provision contained in this Agreement shall act as a waiver of any rights of subrogation of the insurance company which is the primary insurer for Licensor. The insurance required to be carried by Licensee herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-X in the A.M. Best Rating Guide. Such insurance shall:

(i) 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; and

(ii) name Licensor and others listed hereinafter as additional insureds and loss payees;  
and

(iii) 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. On or before the Commencement Date and, thereafter, not fewer than thirty (30) days before the expiration date of the insurance policy, a certificate of insurance, 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 Licensee hereunder and the certificate of insurance must so state. Coverage provided pursuant to 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 "Licensor" applies to all policies issued under this 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."

All insurance policies and certificates of insurance required of Licensee hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of any standard ACORD certificates of insurance.

6. No Permanent Rights. Licensor and Licensee acknowledge that the intention of this Agreement is for Licensor to grant a license only (permission) to Licensee for Licensee's sole use and benefit, and that there is no intention whatsoever to grant to Licensee, its successors, or to any other person or entity, any permanent rights or legal interests, of any kind, in Licensor's real or personal property.

7. Default. This Agreement shall, at the sole option of Licensor, cease and terminate if Licensee violates or fails to perform any of the conditions, covenants or agreements of this Agreement, if any such violation or failure to perform continues for a period of five (5) business days after written notice thereof has been delivered by Licensor to Licensee. In such event Licensee shall, however, remain liable to Licensor for all monetary and other damages arising from such default. Upon the termination or expiration of this Agreement, Licensor shall have the right to prevent Licensee's entry to or access upon the Licensed Premises for the Permitted Use licensed by this Agreement. Upon such termination or expiration, Licensee shall have the affirmative duty to immediately remove any property of Licensee located upon the Licensed Premises pursuant to the Permitted Use licensed under this Agreement at Licensee's sole risk and expense. In the event Licensee fails to remove such property within five days of written notice from Licensor to do so, Licensor shall have the right to remove any property of Licensee located upon the Licensed Premises pursuant to the Permitted Use licensed under this Agreement at Licensee's sole risk and expense.

8. Notice. Every notice, demand, request, or other communication which any party is required or desires to give to the other shall be in writing, properly addressed, and shall be given by (i) personal delivery, (ii) established overnight commercial courier (such as FedEx) for delivery on the next business day with delivery charges prepaid or duly charged or (iii) by registered or certified mail (return receipt requested, first class postage prepaid), as follows:

If to the County:

Arlington County, Virginia  
Engineering and Capital Projects Division  
Real Estate Section, Suite 800  
Arlington, VA 22201  
Attention: Real Estate Bureau Chief

With a copy to:

Arlington County, Virginia  
Office of the County Manager  
2100 Clarendon Boulevard, Suite 302  
Arlington, VA 22201  
Attention: County Manager

If to Licensee:

Arlington Mill Limited Partnership  
C/O Arlington Partnership for Affordable Housing, Inc.  
2704 N. Pershing Drive  
Arlington, Virginia 22201  
Attention: President

With a copy to:

Bocarsly, Emden, Cowan, Esmail & Arndt, LLP  
7200 Wisconsin Avenue, Suite 900  
Bethesda, Maryland 20814  
Attention: Craig Emden

And a copy to:

Bean, Kinney & Korman, P.C.  
2300 Wilson Blvd, 7th floor  
Arlington, Virginia 22201  
Attention: Real Estate and Zoning Section

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

when personally delivered, or one business day after having been delivered to a recognized overnight courier, or three (3) business days after mailing, if said notice is by mail. An acknowledgment signed by the party getting notice shall constitute conclusive evidence that the notice has been received.

9. Licensee's Liability and Indemnification of Licensor. The Licensee hereby agrees that it shall be fully liable for any and all direct damages, losses, expenses, or injuries to persons or property to the extent caused by it or its employees, agents, contractors, or affiliates arising from the exercise of the rights granted under the terms of this Agreement, or the breach of any terms of this Agreement, whether or not such damages, losses, expenses or injuries are as result of the negligence or any misconduct of the Licensee or its employees, agents, contractors, or affiliates. The Licensee hereby agrees to indemnify, defend and hold harmless the County, and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns, from any and all claims, demands, debts, actions, causes of action, suits, obligations, losses, costs, expenses, fees (including reasonable attorneys' fees, disbursements, and litigation costs) and liabilities arising from or in connection with the Licensee's breach of any of the terms of this Agreement or injury or death to persons or damage to property resulting from the activities of the Licensee or its employees, agents, contractors, or affiliates arising from the exercise of rights granted under the terms of this Agreement, including the operation of a mobile crane.

10. No Partnership, Joint Venture, Lease, or Easement; Use by Licensor. The Parties hereby agree that nothing contained in this Agreement shall be deemed or construed as creating a partnership; a joint venture; the relationship of landlord and tenant between Licensor and Licensee; a leasehold interest; or an easement on any portion of the Community Center Parcel. Licensor has the right to enter upon and use the Licensed Premises during the Term, so long as such entry or use is not inconsistent with Licensee's use hereunder.

11. Role of the Licensor and Its Decisions; No Waiver. The Licensor's execution of this Agreement shall neither constitute nor be deemed to be governmental approval for any actions or interests contemplated herein, or for any other governmental approval or consent required to be obtained by Licensor. Whenever, in this Agreement, Licensor is required to join in, consent, give its approval, or otherwise act under this Agreement, it is understood that such obligations are meant to apply to the Licensor acting in its capacity as a Licensor and not in its capacity as a governing authority. Nothing in this Agreement shall be construed to waive any of Licensor's powers, rights or obligations as a governing authority of local governing body, whether or not affecting the Licensed Premises, including, but not limited to its police power, right to grant or deny permits, right to collect taxes or fees, or any other power, right or obligation whatsoever. The County enters into this Agreement in its role as a property owner.

12. No Waiver of Sovereign Immunity by Licensor. Nothing in this Agreement nor any action taken by Licensor pursuant to this Agreement, nor any document which arises out of this Agreement, shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Licensor, or of its elected and appointed officials, officers and employees.

13. No Rights in Third Parties. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than those signing this Agreement 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 the terms of this Agreement or otherwise.

14. No Indemnification or Hold Harmless. Notwithstanding any other term or provision of this Agreement to the contrary, Licensor shall have no obligation to explicitly or implicitly indemnify or hold harmless the Licensee or any third party or parties from any liability whatsoever. The Licensor is not permitted by Virginia law to indemnify or hold harmless.

15. No Assignment or Transfer. This Agreement is non-assignable and non-transferable by the Licensee.

16. Severability. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement, other than those terms or provisions which are held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. Approval of Agreement by Licensor. This Agreement shall not become effective unless and until the Licensor approves this Agreement and it is signed on behalf of the Licensor. If this Agreement is not approved by the Licensor and executed by an authorized person, then no liability whatsoever shall accrue to the Licensor or Licensee and the Licensor and Licensee shall have no obligations whatsoever to each other.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to choice of law principles. All legal actions instituted by the Licensor or the Licensee concerning this Agreement shall be filed in the General District Court or Circuit Court of Arlington County, and in no other court.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

20. Entire Agreement/Amendment. No representation or statements have been made by either of the Parties which would modify, add to or change the terms of this Agreement. This Agreement may be amended only by a written document signed by the County and the Licensee, or their respective successors and assigns. Any such amendment shall become effective only upon recordation among the land records of Arlington County, Virginia.

21. Incorporation of Recitals. The foregoing recitals are fully incorporated into this Agreement by this reference.

*[Signatures on following pages]*

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

WITNESS the following signatures:

**LICENSOR:**                                    **THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA**

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

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

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

**COMMONWEALTH OF VIRGINIA**  
**COUNTY/CITY OF \_\_\_\_\_, to wit:**

I, \_\_\_\_\_, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same as his/her act and deed and the act and deed of **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic.

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

[Notary Seal]

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

My commission expires: \_\_\_\_\_

My Registration # \_\_\_\_\_

**Approved as to form:**

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

**LICENSEE:**

**ARLINGTON MILL LIMITED PARTNERSHIP,**  
a Virginia limited partnership

By: Arlington Mill Development Corporation, a  
Virginia corporation, its General Partner

By: \_\_\_\_\_(seal)  
Nina Janopaul, President/CEO

**STATE OF \_\_\_\_\_,**

**COUNTY/CITY OF \_\_\_\_\_, to wit:**

I, \_\_\_\_\_, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Nina Janopaul, President/CEO of Arlington Mill Development Corporation, a Virginia corporation, the General Partner of **ARLINGTON MILL LIMITED PARTNERSHIP**, a Virginia limited partnership, whose name is signed to the foregoing instrument, appeared before me and personally acknowledged the same in my jurisdiction aforesaid as her act and deed and the act and deed of said limited liability company.

GIVEN under my hand and seal this \_\_\_\_ day of \_\_\_\_\_ 2012.

[Notary Seal]

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

My commission expires: \_\_\_\_\_

My Registration # \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF RESIDENTIAL PARCEL**

Parcel A, Arlington Mill, as the same is duly dedicated, platted and recorded in Deed Book 4445, at Page 409, among the land records of the Clerk of the Circuit Court of Arlington County, Virginia.

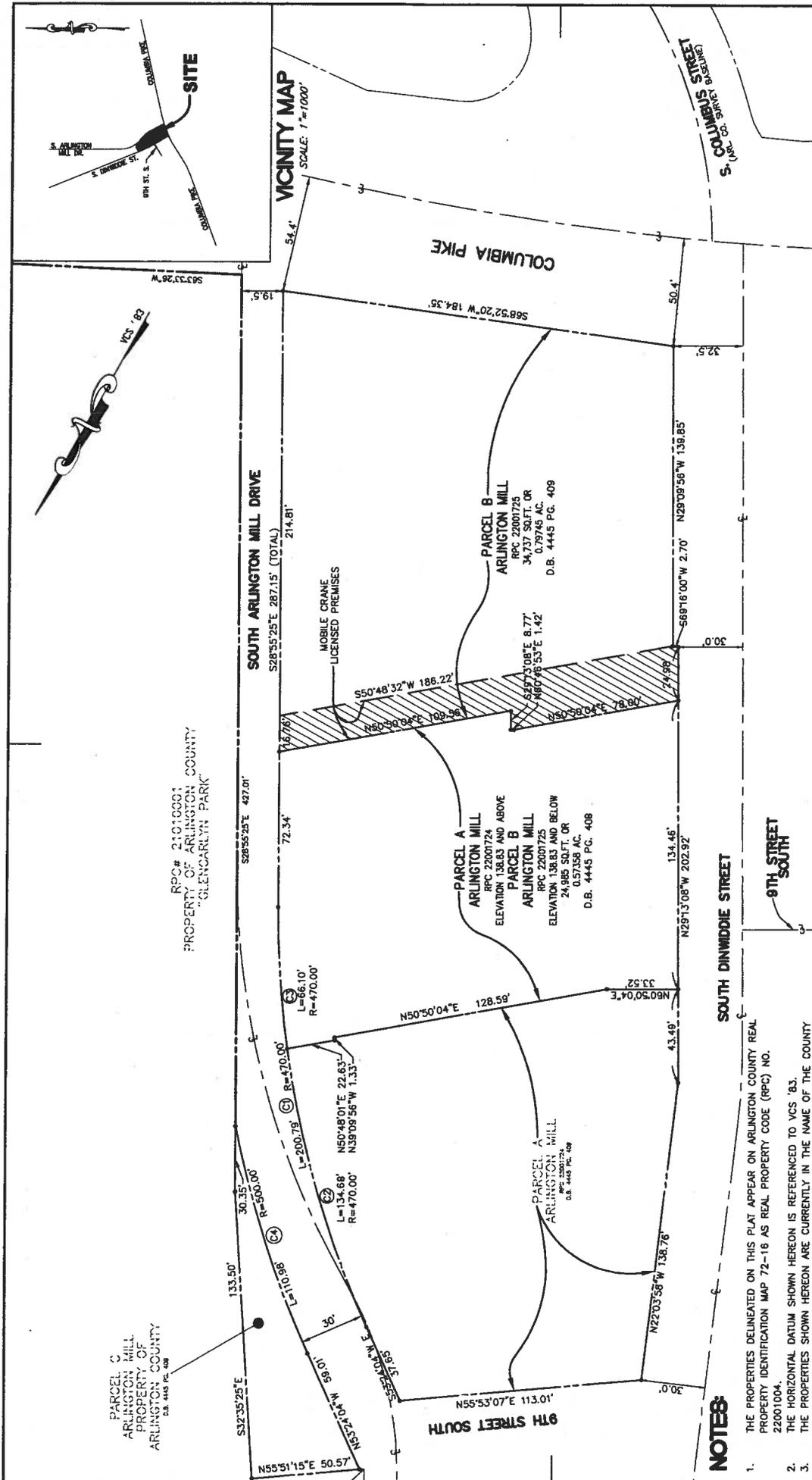
**EXHIBIT B**

**LEGAL DESCRIPTION OF COMMUNITY CENTER PARCEL**

Parcel B, Arlington Mill, as the same is duly dedicated, platted and recorded in Deed Book 4445, at Page 409, among the land records of the Clerk of the Circuit Court of Arlington County, Virginia.

**EXHIBIT C**

**PLAT  
(Attached)**



**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHD. BKG.	CHORD
C1	200.79'	470.00'	24°28'39"	S 41°09'44" E	191.95'	199.27'
C2	134.69'	470.00'	16°25'10"	S 45°11'28" E	134.23'	134.23'
C3	66.10'	470.00'	8°03'29"	S 24°57'09" E	66.04'	66.04'
C4	110.98'	500.00'	12°43'04"	N 47°02'32" W	110.76'	110.76'



PLAT SHOWING  
MOBILE CRANE LICENSED PREMISES  
ON  
**PARCEL B**  
**ARLINGTON MILL**  
DEED BOOK 4445 PAGE 409

ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ SUSTAINABLE DESIGN  
VKA VIRGINIA LLC  
8100 GREENBORO DRIVE, SUITE 200 ■ TYSONS CORNER, VIRGINIA 22102  
(703) 442-7000 ■ FAX (703) 781-2787  
WWW.VKAL.COM

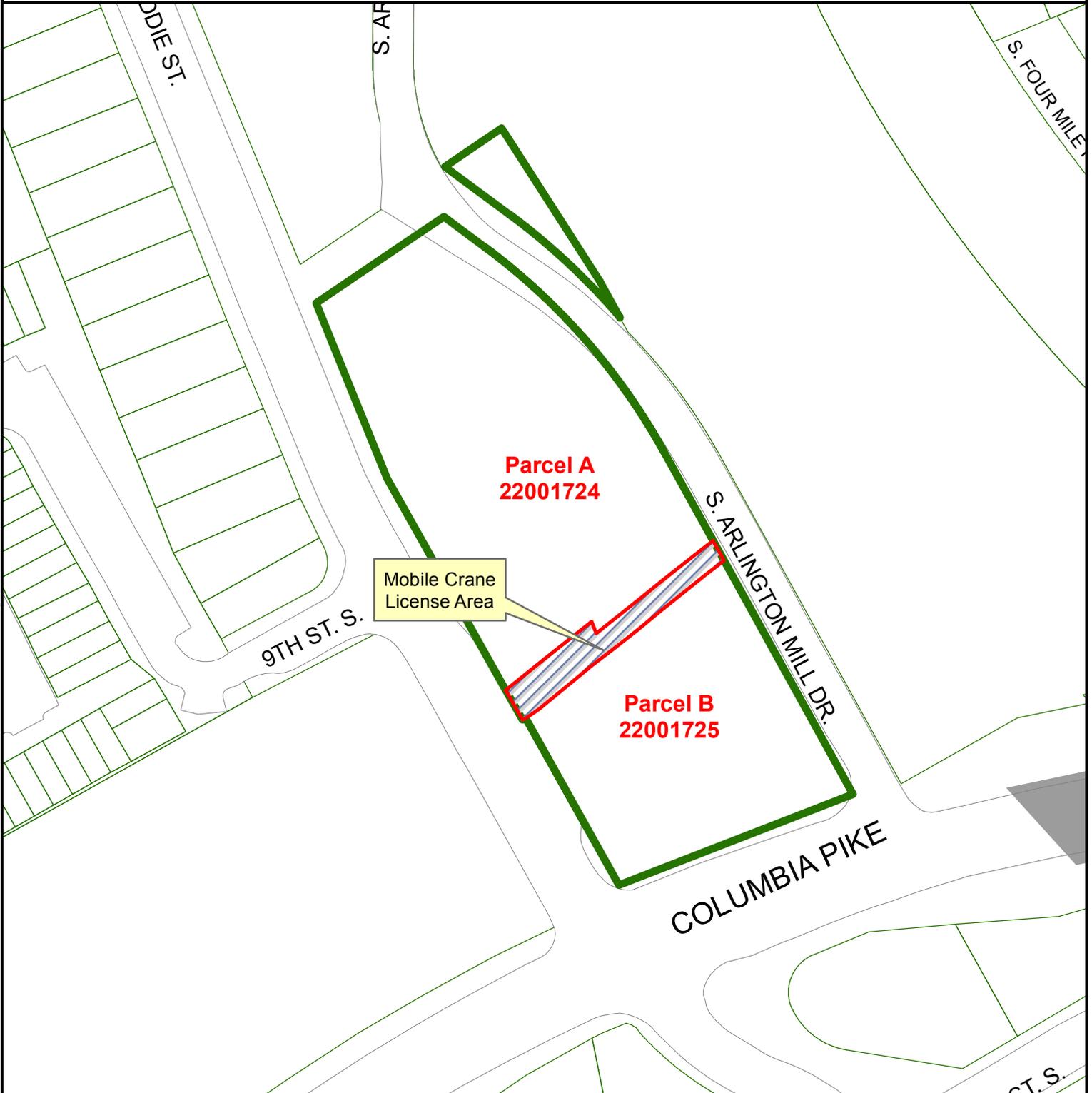
- NOTES:**
1. THE PROPERTIES DELINEATED ON THIS PLAT APPEAR ON ARLINGTON COUNTY REAL PROPERTY IDENTIFICATION MAP 72-18 AS REAL PROPERTY CODE (RPC) NO. 22001004.
  2. THE HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO VCS '83.
  3. THE PROPERTIES SHOWN HEREON ARE CURRENTLY IN THE NAME OF THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA AS RECORDED IN DEED BOOK 2784 AT PAGE 1541 AND DEED BOOK 1027 AT PAGE 578, ALL AMONG THE LAND RECORDS OF ARLINGTON COUNTY, VIRGINIA.
  4. THE SUBJECT PROPERTIES LIE IN FLOOD ZONE "A7" (AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED), "B" (AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD) AND "C" (AREAS OF MINIMAL FLOODING) AS SHOWN ON THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY-PANEL 515520 0010 B, DATED MAY 3, 1982.
  5. THESE PROPERTIES ARE SUBJECT TO THE CONTROL OF USE PERMIT #U-3199-08-2 APPROVED BY THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, ON JUNE 24, 2008 AND SEPTEMBER 25, 2010 AND APPROVAL OF THIS PLAT NEITHER ENLARGES NOR REDUCES THE OBLIGATIONS IMPOSED BY THIS USE PERMIT, AND ANY AMENDMENTS, AS IT RELATES TO THESE PROPERTIES. USE PERMIT #U-3199-08-2 IS ON FILE IN THE OFFICE OF THE ZONING ADMINISTRATOR OF ARLINGTON COUNTY, VIRGINIA.
  6. NO TITLE REPORT WAS FURNISHED.

PARCEL C  
ARLINGTON MILL  
PROPERTY OF  
ARLINGTON COUNTY  
D.B. 4443 PG. 408

RPC# 21010001  
PROPERTY OF ARLINGTON COUNTY  
"GLENGARLYN PARK"



Vicinity Map  
Mobile Crane License Agreement on Parcel B, Arlington Mill  
4975 Columbia Pike  
RPC # 22001725



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.  
License Area Approximate.  
Aerial Photography flown February 2011  
Map prepared by Arlington County GIS Mapping Center  
Produced and © July 2012

# Vicinity Map

## Mobile Crane License Agreement on Parcel B, Arlington Mill

### 4975 Columbia Pike

### RPC # 22001725

