



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of November 17, 2012**

**DATE:** October 24, 2012

**SUBJECT:** Authorization to Accept a Deed of Temporary Easement and Construction Agreement for the Potomac Interceptor Project on Portions of the Properties Located at 1011 and 1021 Arlington Boulevard, Arlington, Virginia (RPC Nos. 17041PCA; 17042PCA; and 17001012).

**C. M. RECOMMENDATIONS:**

1. Authorize the acceptance of the attached Deed of Temporary Easement and Construction Agreement for the Potomac Interceptor Project on portions of the properties located at 1011 and 1021 Arlington Boulevard, Arlington, Virginia (RPC Nos. 17041PCA; 17042PCA; and 17001012); and
2. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to accept on behalf of the County Board, the Deed of Temporary Easement and Construction Agreement, subject to approval as to form by the County Attorney.

**ISSUES:** This is a request for the County Board's authorization to accept a Deed of Temporary Easement and Construction Agreement ("Deed of Temporary Easement") that will extend the term of the temporary easement for construction and installation of a public sanitary sewer, junction structures, and related facilities. There are no issues associated with the authorization to accept the Deed of Temporary Easement.

**SUMMARY:** The subject Deed of Temporary Easement, attached to this report as Attachment 1, will grant a nine month extension of the term of the temporary easement conveyed to the County by a Deed of Easements dated March 10, 2011, in which the County obtained both permanent and temporary easements (the "Original Deed"). The temporary easement granted to the County in the Original Deed will expire on December 31, 2012. The County requires this temporary easement to provide additional time to complete the installation of a sanitary sewer main, junction structures, and related public facilities as part of the Department of Environmental Services Potomac Interceptor Sewer System Improvements Project ("Project").

County Manager:

County Attorney:

12.

Staff: Linda Collier/Betsy Herbst, DES – Real Estate Bureau

**BACKGROUND:** The Department of Environmental Services is currently constructing a new sanitary sewer interceptor, beginning at Columbia Pike near the Pentagon, and extending northward to the subject properties in Rosslyn. The Project is designed to increase the sanitary sewer capacity for the areas serviced.

The Original Deed, conveyed by the property owners to the County, included both permanent easements and temporary construction easements. The Original Deed was recorded on March 10, 2011, in Deed Book 4446 at Page 1659 among the Arlington County land records. The permanent easements obtained by the County in the Original Deed remain unaffected, and the extension applies only to the term of the temporary easement.

**DISCUSSION:** The subject properties are located in southern Rosslyn, at the northwest intersection of Arlington Boulevard and Jefferson Davis Highway. The locations of the subject properties and the temporary easement areas are all more particularly shown on the vicinity maps, attached to this report as Attachments 2 and 3.

All three properties are owned in fee simple by Arland, L.L.C. Two of the subject properties are leased to the River Place South and River Place East cooperatives under a ground lease. Those parcels are zoned RA-4.8. The third property, which is not subject to a ground lease, currently serves as a surface parking lot adjacent to the River Place properties, and is zoned C-O-2.5. All of the properties are located in the Radnor/Fort Meyer Heights Civic Association.

Under the terms of the Original Deed, the existing temporary easement will expire upon the earlier of: 1) completion of the work; 2) the date the Grantors are notified in writing by the Grantee; or 3) December 31, 2012. Because the work has not yet been completed, and is not expected to be completed by December 31, 2012, the County requires an extension of time in order to complete construction of the new high-volume sanitary sewer interceptor and junction structures as part of the Project. This construction has been delayed due to the insolvency of the original contractor and other construction delays after the work was taken over by a completion contractor.

The County is purchasing the extension of the temporary easement from River Place Owners Association for an additional \$5,000.00. The County paid \$2,000.00 for the original temporary easement that will expire on December 31, 2012. Under the terms of the proposed temporary easement, the easement shall expire upon the earlier of: 1) completion of the Work; the date Grantors are so notified in writing by Grantee; or 3) September 30, 2013.

Standard Deeds of Temporary Easement can be accepted on behalf of the County by the County Manager or the Real Estate Bureau Chief. However, because the County is being requested to pay compensation for the extension of the term of the temporary easement in the Original Deed, the County Board's authorization is being requested. The River Place Owners Association, and its homeowner members, will be the parties impacted by the Project and the County's temporary use of the property.

**FISCAL IMPACT:** The County is purchasing the extension of the temporary construction easement for a cost of \$5,000. Funds in this amount are available in the Potomac Interceptor Project (Account #519.43544.SA20.339.0000).

Prepared By  
& Return to: Arlington County, Virginia  
Real Estate Bureau  
2100 Clarendon Boulevard, Suite 800  
Arlington, Virginia 22201

RPC #s 17042001 thru 17042464;  
17041001 thru 17041388; &  
17001012

This Deed is exempt from recordation tax under Va. Code §58.1-811A.3.

**DEED OF TEMPORARY EASEMENT  
AND CONSTRUCTION AGREEMENT**

This DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT ("Deed") is made this \_\_\_\_day of \_\_\_\_\_, 2012, by and between **ARLAND, L.L.C.**, a Virginia limited liability company (the "Fee Owner"), Grantor; **RIVER PLACE SOUTH HOUSING CORPORATION**, a Virginia corporation, Grantor; **RIVER PLACE EAST HOUSING CORPORATION**, a Virginia corporation, Grantor; **RIVER PLACE OWNERS' ASSOCIATION**, a Virginia corporation, Grantor; and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate (the "County" of "Grantee"), **GRANTEE**.

**W I T N E S S E T H**

**WHEREAS**, the Fee Owner is the owner of the following certain parcels of real property; 1) Parcel I of Arlington Towers Projects I-IV, containing 3.9092 acres or 170,286 square feet of land, as more particularly described in Exhibit "A", RPC #s 17041001 thru 17041388, known as 1011 Arlington Boulevard, Arlington County, Virginia ("Parcel I", alternatively designated as "Project 1" on Exhibit D); 2) Parcel IV-A of Arlington Towers Projects I-IV, containing 104,325 square feet of land, as more particularly described in Exhibit "B", RPC #s 17042001 thru 17042464, known as 1021 Arlington Boulevard, Arlington County, Virginia ("Parcel IV-A", alternatively designated as "Project 4-A" on Exhibit D); and 3) Parcel 3-A, Resubdivision of Part of Property of Arlington Towers Company, containing 23,839 square feet of land, as more particularly described in Exhibit "C", RPC #17001012 ("Parcel 3-A"); by virtue of a Deed dated December 28, 1995, and recorded in **Deed Book 2755 at Page 2186** among the Land Records of Arlington County, Virginia ("Land Records"). Parcel I, Parcel IV-A, and Parcel 3-A are collectively referred to hereinafter as the "Properties";

**WHEREAS**, Parcel I is the subject of a ground lease, which ground lease was assigned to River Place South Housing Corporation by an Assignment, dated February 5, 1982, and recorded in **Deed Book 2056 at Page 1462** among the Land Records;

**WHEREAS**, Parcel IV-A is the subject of a ground lease, which ground lease was assigned to River Place East Housing Corporation by an Assignment, dated January 8, 1982, and recorded in **Deed Book 2055 at Page 950** among the Land Records;

**WHEREAS**, pursuant to a Declaration of Covenant, Easements and Liens for River Place, dated May 10, 1982, and recorded in **Deed Book 2061 at Page 388** among the Land Records, the River Place Owners' Association has the authority to grant easements on Parcel I and Parcel IV-A on behalf of River Place South Housing Corporation and River Place East Housing Corporation, respectively (the River Place Owners' Association, River Place South Housing Corporation, and River Place East Housing Corporation collectively referred to as the "Ground Lessees" or the "Grantors");

**WHEREAS**, the Fee Owner, the Owners' Association and the County entered into a Deed of Easements dated March 10, 2011, and recorded on March 11, 2011, in **Deed Book 4446 at Page 1659** among the Land Records (the "Original Deed"), which conveyed to the County certain permanent and temporary easements for constructing, maintaining, repairing, reconstructing, replacing and/or removing public sanitary sewer facilities, including accessories and appurtenances thereto, as more fully described therein;

**WHEREAS**, the Original Deed provided that the Temporary Easement would expire upon the earlier of: 1) completion of the Work; 2) the date Grantors are notified in writing by the Grantee; or 3) December 31, 2012; and

**WHEREAS**, by this Deed, the parties desire to extend the term and duration of the Temporary Easement in the Original Deed until the earlier of: 1) completion of the Work; 2) the date Grantors are notified in writing by the Grantee; or 3) September 30, 2013;

#### **TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the forgoing premises, the sum of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual benefits to be derived by the parties hereto, and in further consideration of the additional sum of Five Thousand Dollars (\$5,000.00) cash in hand paid by the County to the Owners' Association, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a temporary easement for the use, as described herein, of those portions of real estate, Parcel IV-A, Parcel 3-A and Project 1, more specifically described on a plat attached hereto as Exhibit D and entitled, "**Plat Showing Easements Acquired for Public Sanitary Sewer Purposes and Temporary Easement Acquired for Construction Purposes on Project 1 and Project 4-A, Arlington Towers, D.B. 1133 PG. 86 and D.B. 1597 PG. 166 and Parcel 3-A Property of Arland Towers Company, D.B. 2030, PG. 1535, Arlington County Virginia**", prepared by Richard E. Ziems, certified on April 9, 2007, and approved by the Arlington County

Subdivision & Bonds Administrator on April 18, 2007 (the "Plat"), as an area of real estate containing approximately **Five Thousand Six Hundred Fourteen (5,614) square feet** of land situated in Arlington County, Virginia, shown on the Plat as, "Temporary Easement Acquired for Construction Purposes, Area = 5,614 Square Feet" (the "Temporary Easement Area"), together with the right of Grantee to use the area to construct, maintain, repair, reconstruct, replace and/or remove (jointly "Work") public sanitary sewer facilities, including accessories and appurtenances thereto, adjacent to the Temporary Easement Area, as shown on the Plat, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Properties, to the above-described Temporary Easement Area (the Temporary Easement Area, and the rights related thereto, are referred to herein jointly as the "Temporary Easement").

Grantors covenant that Grantors are seized of and have the right to convey the Temporary Easement, and that Grantors shall make no use of the Temporary Easement Area that is inconsistent with the rights hereby conveyed.

The Temporary Easement created by this Deed shall begin upon the date of acceptance of this Deed by the Grantee and shall expire upon the earlier of: 1) completion of the Work; 2) the date Grantors are so notified in writing by Grantee; or 3) September 30, 2013.

Grantee covenants and agrees that all work to be performed in the Temporary Easement Area shall be performed in a good workmanlike manner. Prior to any work commencing within the Temporary Easement Area, Grantee and Grantor will hold a pre-construction meeting to determine the scheduling and staging of work. Grantee will make all reasonable efforts to address Grantor's concerns and requests in the scheduling and completion of such work to be performed by, or on behalf of Grantee. Grantee shall use all reasonable efforts to minimize disruption and disturbance to Parcel IV-A and Parcel 3-A caused by Grantee's work within the Temporary Easement Area. Grantee covenants and agrees that at all times during Grantee's use of the Temporary Easement Area, Grantee shall maintain all pedestrian and vehicular ingress and egress to and from the parking area located on Parcel 3-A. Grantee shall consistently maintain the Temporary Easement Area in good order, free of trash and debris, at the end of each day. In no event shall the Grantee place any temporary structures, such as trailers and sheds, but not including forms, stakes or temporary plastic fencing, the Temporary Easement Area; provided, however, that Grantee shall be permitted to have vehicular trailers in the Temporary Easement Area solely while loading and unloading such vehicular trailers, but in no event shall such trailers be left unattended within the Temporary Easement Area for any period.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, replacement or removal of the public sanitary sewer

facilities within or adjacent to the Temporary Easement Area, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area on and adjacent to the Temporary Easement Area as nearly as practicable to its condition before the beginning of the Work; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas on or adjacent to the Temporary Easement Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges on or adjacent to the Temporary Easement Area; and (4) guarantee reset plants for one year against damage from the date they are reset, and nursery stock for one year from the date of planting.

### **INCORPORATIONS**

The recitals are hereby incorporated into this Deed. Reference is hereby made to the Plat attached hereto and incorporated herein for a fuller and more complete description of the Temporary Easement Area hereby conveyed. This Deed incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed.

This Deed is not effective until it is accepted on behalf of the County as Grantee.

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

WITNESS the following signature(s):

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**GRANTOR:** **ARLAND, L.L.C.**, a Virginia limited liability company

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

State/Commonwealth of: \_\_\_\_\_:

County/City of: \_\_\_\_\_: to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_ of **ARLAND, L.L.C.**, a Virginia limited liability company.

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

My Commission expires: \_\_\_\_\_

**GRANTOR:**            **RIVER PLACE SOUTH HOUSING CORPORATION**, a  
Virginia corporation

**BY:** \_\_\_\_\_

**NAME:** Robert J. Lesnick

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

State/Commonwealth of: \_\_\_\_\_:

County/City of: \_\_\_\_\_: to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by Robert J. Lesnick, \_\_\_\_\_ of **RIVER PLACE  
SOUTH HOUSING CORPORATION**, a Virginia corporation.

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

My Commission expires: \_\_\_\_\_

**GRANTOR:**            **RIVER PLACE EAST HOUSING CORPORATION**, a  
Virginia corporation

**BY:** \_\_\_\_\_

**NAME:** Hiranya Maru\_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

State/Commonwealth of: \_\_\_\_\_:

County/City of: \_\_\_\_\_: to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Hiranya Maru, \_\_\_\_\_ of **RIVER PLACE EAST  
HOUSING CORPORATION**, a Virginia corporation.

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

My Commission expires: \_\_\_\_\_

**GRANTOR:**            **RIVER PLACE OWNERS’ ASSOCIATION**, a Virginia non-stock corporation

**BY:** \_\_\_\_\_

**NAME:**  MJ Schmelzer

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

State/Commonwealth of: \_\_\_\_\_:

County/City of: \_\_\_\_\_: to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  MJ Schmelzer , President of **RIVER PLACE OWNERS’ ASSOCIATION**, a Virginia non-stock corporation.

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

My Commission expires: \_\_\_\_\_

**GRANTEE:**

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

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

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON, to-wit:

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

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

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

## EXHIBIT "A"

All that certain land situate in Arlington County, Virginia, and more particularly described as PARCEL I OF ARLINGTON TOWERS PROJECTS I-IV, inclusive:

BEGINNING at the intersection of the northerly line of Arlington Boulevard with the new westerly line of Arlington Ridge Road; thence, running with the northerly line of Arlington Boulevard, N. 55° 48' W. 517.90 ft. to the P.C. of a curve to the left; thence, continuing with said Boulevard line 25.66 ft. on the arc of said curve to the left, which curve has a radius of 1246 ft. and the chord of which arc bears N. 56° 23' 23.5" W., 25.65 ft. to the southeast corner of Parcel II-A and the southwest corner of Parcel I, as shown on plat of Arlington Towers Projects I-IV, inclusive, recorded in Deed Book 1133, at page 86, et seq., of the land records of said county; thence, departing from the northerly line of Arlington Boulevard and running through the property of Arlington Towers Land Corporation with the boundary common to Parcels I and II-A, N. 14° 20' 20" E., 239.55 ft. to the P.C. of a curve to the left; thence, 40.48 ft. on the arc of said curve to the left, which curve has a radius of 218.0 ft. and the chord of which arc bears N. 9° 01' 11" E., 40.42 ft. to the northwest corner of Parcel I and the southwest corner of Parcel IV; thence, departing from the boundary common to Parcels I and II-A and continuing through the property of the Arlington Towers Land Corporation with the boundary common to Parcels I and IV, due East 345.21 ft. to a point in the aforementioned new westerly line of Arlington Ridge Road; thence, with the said Road line, S. 3° 50' 55" E. 578.61 ft. to the point of beginning, containing 3.9092 acres of land or 170,286 sq. ft.

TOGETHER WITH and subject to easements for sanitary sewers, storm sewers and private roadways as shown on a plat attached to a deed of easement made by Arlington Towers Land Corporation dated December 21, 1953, recorded in Deed Book 1133, page 86, of the Land Records of Arlington County, Virginia, and as evidenced by Instrument recorded in Deed Book 407, page 346, of said Land Records, and also shown on said plat attached to said deed of easement.

## EXHIBIT "B"

All that certain land situate in Arlington County, Virginia, and more particularly described as PARCEL IV-A, OF ARLINGTON TOWERS PROJECT I - IV, inclusive:

PARCEL IVA: BEGINNING at a point in the west line of Arlington Ridge Road, said point being the southeast corner of Project 4 and being the northeast corner of Project 1 as shown on plat of Arlington Towers - Projects I-IV, inclusive as recorded in Deed Book 1133, page 86 of the Arlington County land records; thence departing from said road and running with the line common to Projects 1 and 4, Due West - 345.21 feet to a point in the boundary of Project 2A, Arlington Towers; thence running with the line common to Project 2A and 4, 176.54 feet on the arc of a curve to the left, which curve has a radius of 218.00 feet, the chord of which arc bears N. 19° 29' 57" W., 171.76 feet to the corner common to Projects 3 and 4, Arlington Towers; thence running with the line common to Projects 3 and 4 on the following courses and distances N. 38° 01' 20" E. - 157.88 feet; S. 51° 58' 40" E. - 15.00 feet; N. 38° 01' 20" E. - 12.92 feet; S. 51° 58' 40" E. - 26.33 feet; S. 38° 01' 20" W. - 12.92 feet; S. 51° 58' 40" E. - 83.08 feet; N. 38° 01' 20" E. - 83.08 feet; N. 51° 58' 40" W. - 12.92 feet; and N. 38° 01' 20" E. - 105.91 feet to the extreme east corner of Project 3; thence leaving said common line and crossing Project 4, S. 51° 58' 40" E. - 12.00 feet and N. 38° 01' 20" E. - 75.96 feet to a point in the westerly line of Wilson Boulevard; thence running with said road line 127.97 feet on the arc of curve to the right, which curve has a radius of 490.08 feet, the chord of which arc bears S. 11° 19' 45" E. - 127.61 feet to the P. T., a point in the aforementioned west line of Arlington Ridge Road; thence running with said line of Arlington Ridge Road S. 3° 50' 55" E. - 294.47 feet to the point of beginning, containing 104,325 square feet of land.

## EXHIBIT "C"

All that certain land situate in Arlington County, Virginia, and being part of that acquired by Commonwealth of Virginia in connection with State Highway Project 0066-000-102, RW-205, described as follows:

Parcel 1: BEGINNING at a point on the former east line of Arlington Ridge Road at its intersection with the new west right of way line of Jefferson Davis Highway; thence with the said west right of way line, 8 feet westerly from and concentric with or parallel to the highway survey centerline of Jefferson Davis Highway: (1) with a 471.36 foot radius curve to the right 134.45 feet; and (2) S. 1° 26' 59" W. 72.68 feet to a point on the said east line of former Arlington Ridge Road; thence with the last named line N. 3° 50' 55" W. 206.79 feet to the beginning, and containing 1,121.0 square feet, more or less.

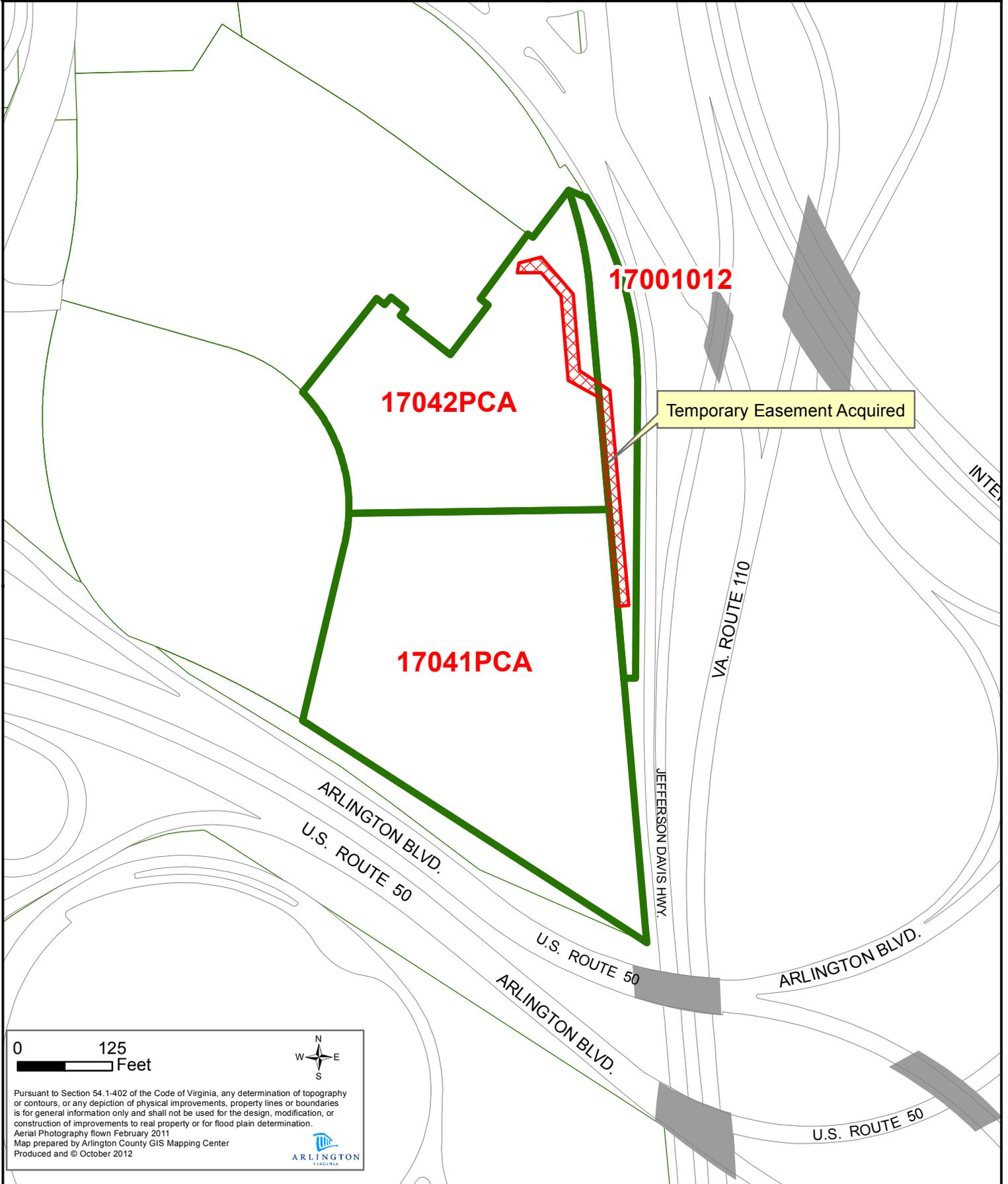
PARCEL 2: BEGINNING at the point of beginning of Parcel 1 hereinabove described; thence with the east line of the former location of Arlington Ridge Road, S. 3° 50' 55" E. 206.79 feet; thence with the new west right of way line of Jefferson Davis Highway S. 1° 26' 59" W. 313.91 feet; thence N. 89° 09' 39" W. 16.06 feet to a point in the west line of said former location of Arlington Ridge Road and a point in the lands of Arlington Towers; thence with the said west line: (1) N. 3° 50' 55" W. 520 feet; and (2) with a 490.08 foot radius curve to the left 158.01 feet; thence with the said new west right of way line of Wilson Boulevard and its connection with Arlington Ridge Road: (1) N. 57° 47' 54" E. 8.97 feet; (2) with a 720.94 foot radius curve to the right 71.36 feet; and (3) with a 471.36 foot radius curve to the right 103.09 feet to the beginning and containing 23,222.0 square feet more or less.

Less and except that certain piece or parcel of land described as follows:

BEGINNING at a point in the Southerly line of Wilson Boulevard, said point being the Northeasterly corner of Parcel 4B (recorded in Deed Book 1630, at page 392); thence along said line of Wilson Boulevard on a curve to the left whose chord bearing and distance is S. 20° 33' 59" E. 30.03 feet and whose radius is 490.08 feet an arc distance of 30.04 feet; thence N. 57° 47' 54" E. 8.97 feet; thence on a curve to the right whose chord bearing and distance is S. 31° 06' 29" E. 49.99 feet and whose radius is 720.94 feet, an arc distance of 50.00 feet; thence through the parcel acquired from the Commonwealth of Virginia, N. 66° 35' 35" W. 24.92 feet to the point of beginning, containing 504 square feet;



Potomac Interceptor Temporary Easement  
RPC # 17001012 , 17041PCA, & 17042PCA



0 125 Feet



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



# Potomac Interceptor Temporary Easement RPC # 17001012 , 17041PCA, & 17042PCA

