



ARLINGTON COUNTY, VIRGINIA

<p>County Board Agenda Item Meeting of April 19, 2008</p>
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DATE: March 24, 2008.

SUBJECT: Authorization to Accept Deeds of Easement for a Department of Environmental Services Project on the Properties Located at 819 & 909 North Ivy Street.

C. M. RECOMMENDATION:

Authorize the Real Estate Bureau Chief, or his designee, to accept, on behalf of the County Board, two Deeds of Easement (“Deeds”), attached hereto as Exhibits 1 and 2, for permanent easements on portions of the properties known as 819 and 909 North Ivy Streets, subject to approval of such deeds as to form by the County Attorney.

ISSUE: As part of the regular process, the County Board must review and accept deeds offering real property interests as donations for right of way projects.

SUMMARY: This is a request for the County Board’s approval of two deeds of easement. The Deeds would provide permanent easement areas for the relocation of water meters onto private property. The relocation of the water meters to private property would clear the right of way necessary for the proposed construction of North Ivy Street. The proposed construction would improve North Ivy Street with public sidewalk, sidewalk ramps, curb and gutter, driveway aprons, street lights, and resurfaced travel lanes. This construction project is a Neighborhood Conservation project known as North Ivy Street from 10th Street North to 6th Street North (the “Project”).

BACKGROUND: With approval of the Deeds, the water meters located inside of North Ivy Street’s right of way will be relocated to private lands. This removes the physical obstruction caused by the water meters, and allows construction of curb and gutter at the edge of the street. The new curb and gutter will then direct water flows into the street’s catchbasin and drainage system. This will keep water flows away from private yards. Also, the new water meter locations will also be easier to serve and maintain because they are removed from the street.

DISCUSSION: The attached Deeds are required for right of way necessary for completion of the County’s proposed Project. They provide for real property conveyances of permanent easement areas for the construction, maintenance, and use of water meters. The property owners at 819 and 909 North Ivy Street have already signed the Deeds for the construction of the County owned improvements (i.e., water meters). However, the Deeds must be accepted by, or on

<p>County Manager: _____</p>

<p>County Attorney: _____</p>

<p>Staff: Troy Harris, DES, Real Estate Bureau</p>
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behalf of, the County Board in order to be valid. A vicinity map showing the location of the properties and easements is attached hereto as Exhibit 3.

The attached Deeds also include plats that show the real property code, project number, and area related to each. The plats are entitled and described as follows below:

- Plat Entitled "Plat Showing Easement Acquired for Water Meter Purposes on Lot 27, Strickler's Addition to Clarendon, D.B. 123, PG. 514, Arlington County, Virginia," approved January 31, 2008 - Project No. 316.72301.S04/N425 – RPC No. 19011028 – 819 N. Ivy Street. The area of the permanent easement is 25 square feet.
- Plat Entitled "Plat Showing Easement Acquired for Water Meter Purposes on Lot 33, Strickler's Addition to Clarendon, D.B. 123, PG. 514, Arlington County, Virginia," approved January 31, 2008 - Project No. 316.72301.S04/N425 – RPC No. 19011025 – 909 N. Ivy Street. The area of the permanent easement is 25 square feet.

FISCAL IMPACT: Because the permanent easements will be conveyed to the County Board for nominal consideration, no significant fiscal impact related to the acceptance of the Deeds is expected.

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 200__, by **LOUIS L. LANE** ("Grantor"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a perpetual easement for water meter purposes over, under, upon and across **Twenty-five (25)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Water Meter Purposes on Lot 27, Strickler's Addition to Clarendon, D.B. 123, PG. 514, Arlington County, Virginia**" which plat was approved on **January 31, 2008**, by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantor by deed dated **April 12, 1990**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2428** at Page **569**, and more particularly described therein as "**All of Lots 25, 26 and 27, of STRICKLER'S ADDITION TO CLARENDON, as the same is dedicated, platted and recorded in Deed Book 123 at Page 513, of the land records of Arlington County, Virginia**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove a water meter, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the water meter within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area hereby conveyed.

Grantor covenants that Grantor is seized of and has the right to convey the Easement, and that Grantor shall make no use of the Easement Area which is inconsistent with the Easement rights hereby conveyed.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the water meter within the Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges adjacent to the Easement Area; and 4) guarantee reset plants for one year against damage from the construction, and nursery stock for one year from the date of planting.

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Project: North Ivy Street from 10th Street North to 6th Street North - Project # N425 (the "Project")
 RPC: 19011028
 Address: 819 North Ivy Street, Arlington, Virginia

VI

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

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

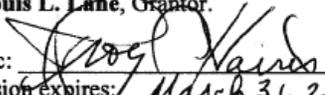
WITNESS the following signature(s):

GRANTOR.

LOUIS L. LANE

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 12th day of March, 2008, by Louis L. Lane, Grantor.

Notary Public: 
My Commission expires: March 31, 2012
Commission 346474

Project: North Ivy Street from 10th Street North to 6th Street North - Project # N425 (the "Project")
RPC: 19011028
Address: 819 North Ivy Street, Arlington, Virginia VI

GRANTEE:

Accepted this _____ day of _____, 200__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 200__.

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

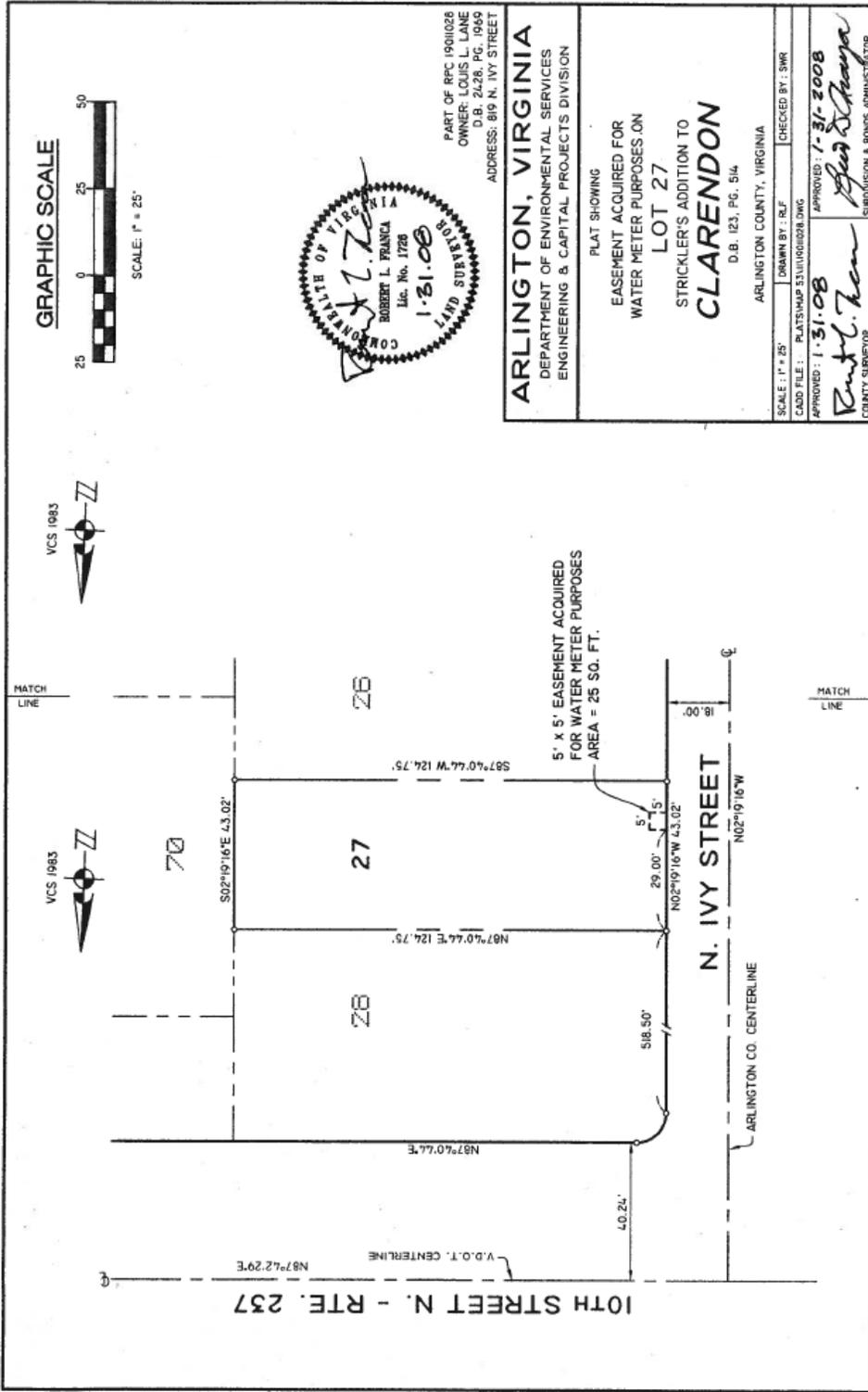
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 200__.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM:  _____
COUNTY ATTORNEY

Project: North Ivy Street from 10th Street North to 6th Street North - Project # N425 (the "Project")
RPC: 19011028
Address: 819 North Ivy Street, Arlington, Virginia VI



DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 200__, by **PHILIP L. NEWTON and SANDRA H. NEWTON**, husband and wife ("Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee").

For and in consideration of the sum of One Dollar (\$ 1.00) and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for water meter purposes over, under, upon and across **Twenty-five (25)** square feet of land ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto and made a part hereof, entitled "**Plat Showing Easement Acquired for Water Meter Purposes on Lot 33, Strickler's Addition to Clarendon, D.B. 123, PG. 514, Arlington County, Virginia**" which plat was approved on **January 31, 2008**, by the Arlington County Subdivision and Bonds Administrator of the Department of Environmental Services (the "Plat"), being a portion of the same property acquired by the Grantors by deed dated **September 24, 1990**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2449** at Page **617**, and more particularly described therein as "**Lots Thirty-Two (32), Thirty-Three (33), and the South Fourteen (14) feet by the full depth thereof of Lot Thirty-Four (34), in the subdivision of STRICKLER'S ADDITION TO CLARENDON, as the same is duly dedicated, platted and recorded among the land records of said County in Deed Book 123, at page 513**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove a water meter, including accessories and appurtenances thereto, within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the right of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the public water meter within the above-described Easement Area (the Easement Area, and the rights related thereto, are referred to herein jointly as the "Easement").

Reference is hereby made to the Plat attached hereto and incorporated herein for a more full and complete description of the Easement Area hereby conveyed.

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

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the water within the Easement Area, the Grantee will, at no cost to the Grantors: (1) restore the disturbed area adjacent to the Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas adjacent to the Easement Area; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges adjacent to the Easement Area; and 4) guarantee reset plants for

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Project: North Ivy Street from 10th Street North to 6th Street North - Project # N425 (the "Project")
RPC: 19011025
Address: 909 North Ivy Street, Arlington, Virginia

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one year against damage from the construction, and nursery stock for one year from the date of planting.

All facilities installed or constructed by the Grantee shall be and remain the property of the Grantee. No additional charge shall at any time be made for the property used or occupied by the Grantee's facilities. The Grantee shall have all rights and privileges reasonably necessary for the use of the Easement.

This Deed of Easement incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to or change the terms of this Deed of Easement.

This Deed of Easement is contingent upon acceptance on behalf of the County Board of Arlington, Virginia.

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

WITNESS the following signature(s):

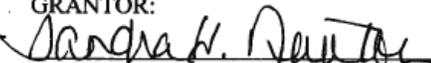
GRANTOR:


PHILIP L. NEWTON

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 4th day of March, 2008, by **Philip L. Newton**, Grantor.

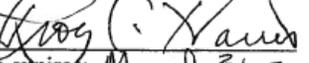
Notary Public: 
My Commission expires: March 31, 2012
Commission 346474

GRANTOR:


SANDRA H. NEWTON

State: Virginia
County: Arlington

The foregoing instrument was acknowledged before me on this 4th day of March, 2008, by **Sandra H. Newton**, Grantor.

Notary Public: 
My Commission expires: March 31, 2012
Commission 346474

Project: North Ivy Street from 10th Street North to 6th Street North - Project # N425 (the "Project")
RPC: 19011025
Address: 909 North Ivy Street, Arlington, Virginia

GRANTEE:

Accepted this ____ day of _____, 200__, on behalf of the County Board of Arlington County, Virginia, pursuant to a resolution, motion, or action of the said Board duly adopted on _____, 200__.

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

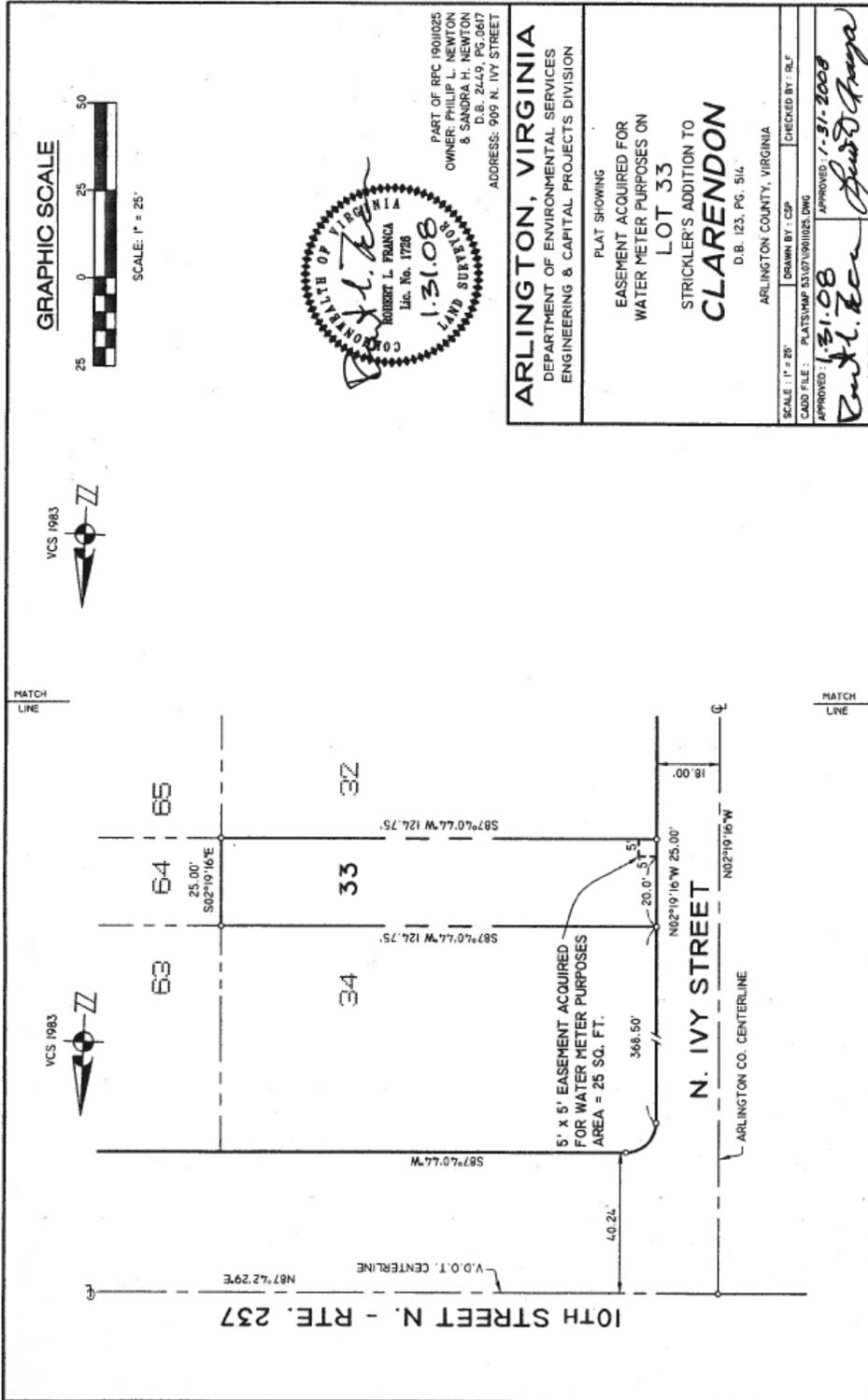
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate, this ____ day of _____, 200__.

Notary Public _____
My Commission expires: _____

APPROVED AS TO FORM: 
COUNTY ATTORNEY

Project: North Ivy Street from 10th Street North to 6th Street North - Project # N425 (the "Project")
RPC: 19011025
Address: 909 North Ivy Street, Arlington, Virginia



Vicinity Map



**North Ivy Street from 10th Street North to North 6th Street
Project 316.72301.CJD/N425
water meter**

Labels on this schematic indicates the location of the local improvement
Deed of Easement

March 24, 2008