



ARLINGTON COUNTY, VIRGINIA

<p>County Board Agenda Item Meeting of April 19, 2008</p>

DATE: March 17, 2008.

SUBJECT: Approval of a Deed of Easement and a Temporary Easement and Construction Agreement for the Department of Environmental Services Project on the Property Located at 5400 Lee Highway, RPC # 09002001.

C. M. RECOMMENDATION:

1. Approve the attached Deed of Easement and Temporary Easement and Construction Agreement (the “Deeds”) between Lee & Harrison Plaza Limited Partnership and Lee and Harrison II LLC (the “Owner”) and the County Board of Arlington County, Virginia, for temporary and permanent easements on a portion of the property located at 5400 Lee Highway (the “Property”), RPC # 09002001; and
2. Authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, to accept, on behalf of the County Board, the Deeds and all related documents necessary for the acquisitions, subject to the approval as to form of all documents by the County Attorney.

ISSUE: The County Board must approve all permanent deeds of easement and all temporary deeds of easement that are acquired for more than nominal consideration.

SUMMARY: This is a request for the County Board’s approval of acceptance of the Deeds on a portion of the Property required for public intersection improvements at Lee Highway and North Harrison Street. The intersection improvements will consist of widening the existing intersection and construct public sidewalk, handicapped ramps, curb and gutter, street lights, traffic signal poles, left turn lanes, concrete medians, and relocated bus stops (the “Project”). The intersection improvements are designed to channel and improve traffic flows, and reduce possible points of traffic on traffic or traffic on pedestrian conflicts. The Deeds for the temporary and permanent easements are attached to this Board Report as Exhibit 1 & Exhibit 2.

BACKGROUND: Approval of the Deeds would secure all that remains of the construction areas required for commencement of the Project. The Project would improve the intersection with public sidewalk, handicapped ramps, curb and gutter, streetlights, traffic signal poles, left turn lanes, concrete medians, and relocated bus stops. The Project would also expand the intersection with the construction of the proposed left turn lanes. Therefore, approval of the

County Manager: _____

County Attorney: _____

Staff: Troy Harris, DES, Real Estate Bureau

Deeds will allow for the proposed improvement and expansion of the full intersection of Lee Highway and North Harrison Street.

DISCUSSION: The Owner has signed the attached Deeds, which must be approved by the County Board and authorized to be accepted on behalf of the County Board in order to be effective. The Deeds would convey to the County Board a temporary construction easement area of 1,384 square feet and two (2) permanent easement areas totaling 288 square feet. The Owner has requested compensation for the conveyances. The permanent easement areas consist of two components: 192 square feet, for the use of a traffic signal pole; and 96 square feet for a public bus stop. The temporary construction easement area of 1,384 square feet is required for the completion of public sidewalk, and permanent easement areas.

One of the attached Deeds contains a permanent easement plat to show the location and perimeters of the area for the traffic signal pole and the area for the public bus stop. The other Deed contains a temporary construction easement plan showing the location and perimeters of the area for the temporary construction easement on the Owner's Property. The permanent easement plat and the temporary construction easement plan are more particularly described as follows below:

- Plat Entitled "Plat Showing Easement Acquired for Traffic Signal Pole and Related Utilities and Easement Acquired for Public Bus Stop on Pt. Parcel A, Georgiana Subd., D.B. 935, Page 534, Arlington County, Virginia" approved August 9, 2007 – Project No. 314.43513.SJB/DS34 – RPC No. 09002001 – 5400 Lee Highway.
- Temporary Easement Plan entitled "Partial Plan View of Temporary Construction Easement Plan, Lee Hwy. (Rte. 29) Intersection at N. Harrison Street" dated November 22, 2006.

Compensation for the Deeds was agreed to after lengthy negotiations with the Owner. The compensation is based on the 2007 assessment applied to the square footage of the easements (\$45/sq. ft., land). The compensation for the temporary construction easement is \$2,055.00. The compensation for the permanent easement conveyance is \$7,776.00. Therefore, total compensation for the easements would be \$9,831.00.

Staff considered proceeding with no construction of a portion of the Project, but the Project could not move forward without the acquisitions of the easements on the Property. The permanent easement for the traffic signal pole is vital for signaling the whole intersection. The permanent easement for the public bus stop is necessary to locate the bus stop near to the pedestrian crossover and intersection. The temporary construction easement is required for the restoration of the commercial entrance and completion of pedestrian accessible and safe sidewalk. The attached vicinity map, Exhibit 3, shows the location of the Property.

The County Board previously authorized the acquisition of the permanent easement across the Property. However, that authorization was contingent upon the County obtaining the permanent easement for nominal consideration. Negotiations following the Board's authorization determined that obtaining the permanent easement would require more than nominal

consideration. Therefore, this request for the County Board's approval of the attached Deeds is necessary.

FISCAL IMPACT: The compensation to be paid by the County for the easements in the amount of \$9,831.00 is available from the previously approved Street and Highway Bond (Fund 313, Cost Center 43526 & Source of Funds 0319), Project Number DS34.

**DEED OF TEMPORARY EASEMENT
AND CONSTRUCTION AGREEMENT**

This **DEED OF TEMPORARY EASEMENT AND CONSTRUCTION AGREEMENT** is made this ___ day of _____, 200__, by **LEE & HARRISON PLAZA LIMITED PARTNERSHIP**, a Virginia limited partnership, (formerly known as Lee and Harrison Partnership, a Virginia general partnership), and **LEE AND HARRISON II LLC**, a Delaware limited liability company (**jointly herein referred to as "Grantors"**), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("**Grantee**"); and **RICHARD W. KLEIN, Jr.** ("**Trustee**"); and, for the sole purpose of agreeing to the provisions of **the Subordination Section** of this Agreement, **WELLS FARGO BANK, NA**, as Trustee for the Registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2005-GG4 ("**Beneficiary**").

RECITALS:

R-1: Lee & Harrison Plaza Limited Partnership is the owner of that certain parcel of real estate described in Addenda A hereto, situated in Arlington, Virginia, conveyed by Confirmatory Deed of Ronald S. Haft and CP Entities Limited Partnership, as Grantors, dated May 11, 1998, and recorded in Deed Book 2896 at Page 2142, among the land records of Arlington County, Virginia.

R-2: Lee & Harrison II LLC is the Ground Lessee/Tenant of the Property under a Deed of Ground Lease agreement between Lee & Harrison II LLC and Lee & Harrison Plaza Limited Partnership dated as of May 11, 1998; a Memorandum of Lease of which is recorded in Deed Book 2896 at 2146, among the land records of Arlington County, Virginia.

R-3: Lee & Harrison Plaza Limited Partnership and Lee and Harrison II LLC joined in a Fee and Leasehold Deed of Trust, Assignments of Leases and Rents and Security Agreement ("Fee and Leasehold Deed of Trust") whereby Lee and Harrison II LLC is Trustor, and Lee & Harrison Plaza Limited Partnership is the Ground Lessor, Greenwich Capital Financial Products, Inc., is the Beneficiary, and Richard W. Klein is the Trustee. The Fee and Leasehold Deed of Trust is dated April 12, 2005, and recorded in Deed Book 3829 at Page 1840, among the land records of Arlington County, Virginia.

R-4: LaSalle Bank N.A. is the Custodian of the Fee and Leasehold Deed of Trust by Assignment of Fee and Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement whereby Greenwich Capital Financial Products, Inc. is the Assignor and Wells Fargo Bank, N.A., as Trustee for GS Mortgage Securities Corporation II Commercial Mortgage Pass-Through Certificates, Series 2005-GG4, is the Beneficiary. The Assignment of Fee and Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement is dated April 12, 2005, and recorded in Deed Book 3907 at Page 1617, among the land records of Arlington County, Virginia.

1

Project: Lee Highway (Route 29) Intersection at North Harrison Street - 014.S98 / DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, VA

VI

WITNESSETH:

For and in consideration of the sum of Two Thousand and Fifty-five Dollars (\$ 2,055.00) 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 temporary easement for the use, as described herein, of a portion of Grantors' property (the "Temporary Easement"), more specifically described as an area of real estate containing approximately **One Thousand Three Hundred Eighty-four (1,384) square feet** of land situated in Arlington County, Virginia, shown on the plans attached hereto and made a part hereof, entitled "**Partial Plan View of Temporary Construction Easement Plan, Lee Highway (Route 29) Intersection at North Harrison Street**", which plans are dated **November 22, 2006** (the "Plans"), said area being a portion of the property acquired by the Grantors by deed dated **May 11, 1998**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2896** at Page **2142**, and more particularly described as "**See Addenda 'A' Attached**" (the "Property"), together with the right of Grantee to use the temporary easement area to construct, maintain, repair, reconstruct and/or remove public streets, sidewalks, utilities and drainage facilities, including accessories and appurtenances thereto, within the Temporary Easement area, as shown on the Plans, and for such other purposes as are incidental and related thereto, and together with the non-exclusive rights of ingress and egress over the Property, to the above-described Temporary Easement area.

TEMPORARY EASEMENT FOR PUBLIC SIDEWALK CONSTRUCTION

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

The TEMPORARY EASEMENT created by this document shall begin upon the date of acceptance of this Deed of Temporary Easement by the Grantee and shall expire upon the completion of the public sidewalk, public bus stop, and traffic signal pole and related utilities (the "Project") or on an earlier date if Grantors are so notified in writing by Grantee.

Grantee agrees that, as soon as practicable after the completion of construction, maintenance, repair, reconstruction, or replacement of the public streets, sidewalks, utilities and drainage facilities within or adjacent to the Temporary Easement, 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 original condition; (2) reseed (or resod, at the option of the Grantee) all damaged grass areas on or adjacent to the Temporary Easement; (3) reset, or replace with nursery stock, all damaged or destroyed trees, plants, shrubbery, and hedges on or adjacent to the Temporary Easement; and (4) guarantee reset trees, plants, shrubbery, and hedges for one year against damage from the date they are reset, and nursery stock for one year from the date of planting.

This Deed of Temporary Easement and Construction Agreement covers all agreements between the parties hereto. No representations or statements have been made

2

Project: Lee Highway (Route 29) Intersection at North Harrison Street- 014.S98 / DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, VA

VI

which would modify, add to or change the terms of this Deed of Temporary Easement and Construction Agreement.

SUBORDINATION:

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

WITNESS the following signature(s):

GRANTORS:

LEE & HARRISON PLAZA LIMITED PARTNERSHIP

By: L&H Plaza GP, Inc., Managing Partner

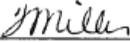


KATHERINE D. ROBERSON
VICE PRESIDENT

STATE: District of Columbia

COUNTY: _____:

The foregoing instrument was acknowledged before me on this 28 day of February, 2009, by **Katherine D. Roberson, as Vice President of L&H Plaza GP, Inc., Managing Partner of Lee & Harrison Plaza Limited Partnership, Grantor.**

Notary Public: 
My Commission Expires: _____

Tara J. Miller
Notary Public, District of Columbia
My Commission Expires 10/14/2012

[signatures follow on the next page]

Project: Lee Highway (Route 29) Intersection at North Harrison Street - 014.S98 / DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, VA

LEE & HARRISON II LLC,
a Delaware limited liability company

By: *Katherine D. Roberson*
KATHERINE D. ROBERSON
VICE PRESIDENT

STATE: District of Columbia
COUNTY: _____:

The foregoing instrument was acknowledged before me on this 28 day of February, 2008, by Katherine D. Roberson, Vice President of Lee & Harrison II LLC.

Notary Public: *Tara J. Miller* Tara J. Miller
My Commission Expires: _____ Notary Public, District of Columbia
My Commission Expires 10/14/2012

TRUSTEE:

By: *Richard W. Klein*
Richard W. Klein, Trustee

State: District of
County: Columbia

The foregoing instrument was acknowledged before me on this 30 day of March, 2008, by Richard W. Klein, Trustee.

Notary Public: *Karen S. Galyn*
My Commission expires: _____ Karen S. Galyn
Notary Public, District of Columbia
My Commission Expires 8-31-2010

[signatures follow on the next page]

Project: Lee Highway (Route 29) Intersection at North Harrison Street- 014.S98 / DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, VA

Beneficiary hereby acknowledges and agrees to the Subordination Section set forth on page 3 of this Agreement.

BENEFICIARY:

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2005-GG4

By: Capmark Finance Inc., a California corporation as Master Servicer

By: *John M. Webster*
Name: John M. Webster
Title: Vice President

State: Georgia
County: Dekalb

The foregoing instrument was acknowledged before me on this 22 day of January, 2008, by John M. Webster, Vice President of Capmark Finance Inc., a California corporation, the Master Servicer for Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2005-GG4, Beneficiary.

Notary Public: *April M. Blair*
My Commission expires: 4/15/2011



Project: Lee Highway (Route 29) Intersection at North Harrison Street - 014.S98 / DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, VA

GRANTEE:

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

By: _____

Title: _____
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 and politic, this ____ day of _____, 200__.

Notary Public _____
My Commission expires: _____

APPROVED as to form: 
COUNTY ATTORNEY

Addenda A

Beginning at a point in the West line of North Harrison Street, said point being the Northeast Corner of Lot 9, Georgiana Subdivision; thence with the North Line of Georgiana Subdivision, 477.59 feet with the arc of a curve bearing to the left and having a radius of 2,051.83 feet (tangent length 239.88 feet, chord length 476.52 feet, chord bearing South 86 degrees 11 minutes 31 seconds West) to a point in the East Line of North Illinois Street; thence with the East Line of North Illinois Street, North 11 degrees 54 minutes 0 second West, 199.94 feet to a point in the South Line of Lee Highway; thence with the South Line of Lee Highway, 302.49 feet with the arc of a curve bearing to the right and having a radius of 2,251.83 feet (tangent length 151.47 feet, chord length 302.26 feet, chord bearing North 83 degrees 17 minutes 29 seconds East) to a point in the West Line of North Harrison Street; thence with the West Line of North Harrison Street, 6.09 feet with the arc of a curve bearing to the right and having a radius of 23.76 feet (tangent length 3.06 feet, chord length 6.07 feet, chord bearing South 54 degrees 33 minutes 33 seconds East) to a point of tangency; thence, South 47 degrees 13 minutes 10 seconds East, 288.25 feet to the point of beginning, and containing an area of 77,622 square feet or 1.782 acres, more or less.

Project: Lee Highway (Route 29) Intersection at North Harrison Street - 014.S98 / DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, VA

DEED OF EASEMENT

This DEED OF EASEMENT is made this ____ day of _____, 200__, by **LEE & HARRISON PLAZA LIMITED PARTNERSHIP**, a Virginia limited partnership, (formerly known as Lee and Harrison Partnership, a Virginia general partnership), and **LEE AND HARRISON II LLC**, a Delaware limited liability company (jointly herein referred to as "Grantors"), and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic ("Grantee"); and **RICHARD W. KLEIN, Jr.** ("Trustee"); and, for the sole purpose of agreeing to the provisions of **the Subordination Section** of this Agreement, **WELLS FARGO BANK, N.A.**, as Trustee for the Registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2005-GG4 ("Beneficiary").

RECITALS:

R-1: Lee & Harrison Plaza Limited Partnership is the owner of that certain parcel of real estate described in Addenda A hereto, situated in Arlington, Virginia, conveyed by Confirmatory Deed of Ronald S. Haft and CP Entities Limited Partnership, as Grantors, dated May 11, 1998, and recorded in Deed Book 2896 at Page 2142, among the land records of Arlington County, Virginia.

R-2: Lee & Harrison II LLC is the Ground Lessee/Tenant of the Property under a Deed of Ground Lease agreement between Lee & Harrison II LLC and Lee & Harrison Plaza Limited Partnership dated as of May 11, 1998; a Memorandum of Lease of which is recorded in Deed Book 2896 at 2146, among the land records of Arlington County, Virginia.

R-3: Lee & Harrison Plaza Limited Partnership and Lee and Harrison II LLC joined in a Fee and Leasehold Deed of Trust, Assignments of Leases and Rents and Security Agreement ("Fee and Leasehold Deed of Trust") whereby Lee and Harrison II LLC is Trustor, and Lee & Harrison Plaza Limited Partnership is the Ground Lessor, Greenwich Capital Financial Products, Inc., is the Beneficiary, and Richard W. Klein is the Trustee. The Fee and Leasehold Deed of Trust is dated April 12, 2005, and recorded in Deed Book 3829 at Page 1840, among the land records of Arlington County, Virginia.

R-4: LaSalle Bank N.A. is the Custodian of the Fee and Leasehold Deed of Trust by Assignment of Fee and Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement whereby Greenwich Capital Financial Products, Inc. is the Assignor and Wells Fargo Bank, N.A., as Trustee for GS Mortgage Securities Corporation II Commercial Mortgage Pass-Through Certificates, Series 2005-GG4, is the Beneficiary. The Assignment of Fee and Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement is dated April 12, 2005, and recorded in Deed Book 3907 at Page 1617, among the land records of Arlington County, Virginia.

WITNESSETH:

For and in consideration of the sum of Seven Thousand Seven Hundred Seventy-six Dollars (\$ 7,776.00) and the mutual benefits to be derived by the parties hereto, the

1

Project: Lee Highway (Route 29) Intersection at North Harrison Street- DS34 (the "Project")
 RPC: 09002001
 Address: 2322 North Harrison Street, Arlington, Virginia

VI

receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant and convey unto the Grantee a perpetual easement for public sidewalk, utilities and drainage purposes over, under, upon and across **Two Hundred Eighty-eight (288)** 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 Public Traffic Signal Pole and Related Utilities, and Easement Acquired for Public Bus Stop on Pt. Parcel 'A', Georgiana Subd., D.B. 935, Page 534, Arlington County, Virginia**" which plat was approved on **August 9, 2007**, 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 **May 11, 1998**, recorded in the Land Records of the Arlington County Circuit Court in Deed Book **2896** at Page **2142**, and more particularly described therein as "**See Addenda 'A' Attached**" (the "Property"), together with the right of Grantee to construct, maintain, repair, reconstruct, replace and/or remove a traffic signal pole and related utilities, and a public bus stop within said Easement Area, and for such other purposes as are incidental and related thereto, and together with the non-exclusive rights of ingress and egress over the Property, in order to construct, maintain, repair, reconstruct or replace the traffic signal pole and utilities, and the public bus stop 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 has 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 traffic signal pole and related utilities, and the public bus stop 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 trees, plants, shrubbery, and hedges for 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.

Project: Lee Highway (Route 29) Intersection at North Harrison Street - DS34 (the "Project")
 RPC: 09002001
 Address: 2322 North Harrison Street, Arlington, Virginia

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.

SUBORDINATION:

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

WITNESS the following signature(s):

GRANTORS:

LEE & HARRISON PLAZA LIMITED PARTNERSHIP

By: L&H Plaza GP, Inc., Managing Partner



KATHERINE D. ROBERSON

VICE PRESIDENT

STATE: District of Columbia

COUNTY: _____:

The foregoing instrument was acknowledged before me on this 28 day of February, 2008, by **Katherine D. Roberson**, as **Vice President of L&H Plaza GP, Inc., Managing Partner of Lee & Harrison Plaza Limited Partnership, Grantor.**

Notary Public: 

My Commission Expires: _____

Tara J. Miller
Notary Public, District of Columbia
My Commission Expires 10/14/2012

[signatures follow on the next page]

Project: Lee Highway (Route 29) Intersection at North Harrison Street- DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, Virginia

LEE & HARRISON II LLC,
a Delaware limited liability company

By: Katherine D. Roberson
KATHERINE D. ROBERSON
VICE PRESIDENT

District of Columbia,

The foregoing instrument was acknowledged before me on this 28 day of February,
2008, by Katherine D. Roberson, Vice President of Lee & Harrison II LLC.

Notary Public: J. Miller **Tara J. Miller**
My Commission Expires: _____ **Notary Public, District of Columbia**
My Commission Expires 10/14/2012

TRUSTEE:

By: Richard W. Klein
Richard W. Klein, Trustee

State: District of
County: Columbia

The foregoing instrument was acknowledged before me on this 3rd day of March,
2008, by Richard W. Klein, Trustee.

Notary Public: Karen S. Galyen
My Commission expires: _____ **Karen S. Galyen**
Notary Public, District of Columbia
My Commission Expires 8-31-2010

[signatures follow on the next page]

Project: Lee Highway (Route 29) Intersection at North Harrison Street- DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, Virginia

Beneficiary hereby acknowledges and agrees to the Subordination Section set forth on page 3 of this Agreement.

BENEFICIARY:

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2005-GG4

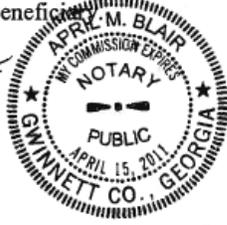
By: Capmark Finance Inc., a California corporation as Master Servicer

By: [Signature]
Name: John M. Webster
Title: Vice President

State: Georgia
County: Dekalb

The foregoing instrument was acknowledged before me on this 22 day of January, 2008, by John M. Webster, Vice President of Capmark Finance Inc., a California corporation, the Master Servicer for Wells Fargo Bank, N.A., as Trustee for the Registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2005-GG4, Beneficiary.

Notary Public: [Signature]
My Commission expires: 4/15/2011



Project: Lee Highway (Route 29) Intersection at North Harrison Street - 014.S98 / DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, VA

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: Lee Highway (Route 29) Intersection at North Harrison Street- DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, Virginia

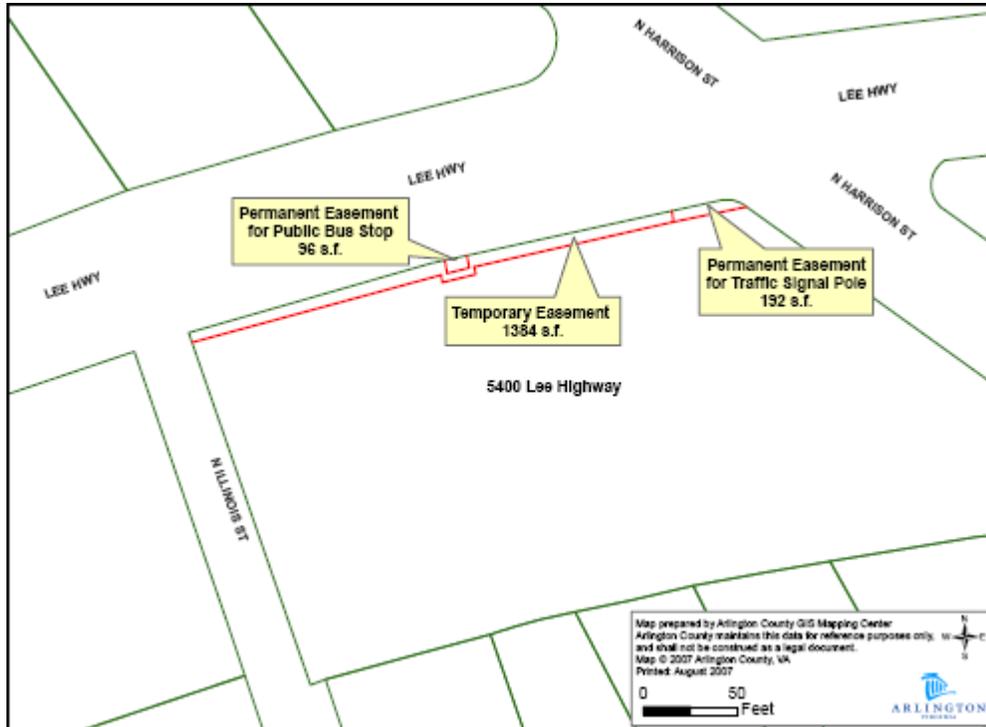
Addenda A

Beginning at a point in the West line of North Harrison Street, said point being the Northeast Corner of Lot 9, Georgiana Subdivision; thence with the North Line of Georgiana Subdivision, 477.59 feet with the arc of a curve bearing to the left and having a radius of 2,051.83 feet (tangent length 239.88 feet, chord length 476.52 feet, chord bearing South 86 degrees 11 minutes 31 seconds West) to a point in the East Line of North Illinois Street; thence with the East Line of North Illinois Street, North 11 degrees 54 minutes 0 second West, 199.94 feet to a point in the South Line of Lee Highway; thence with the South Line of Lee Highway, 302.49 feet with the arc of a curve bearing to the right and having a radius of 2,251.83 feet (tangent length 151.47 feet, chord length 302.26 feet, chord bearing North 83 degrees 17 minutes 29 seconds East) to a point in the West Line of North Harrison Street; thence with the West Line of North Harrison Street, 6.09 feet with the arc of a curve bearing to the right and having a radius of 23.76 feet (tangent length 3.06 feet, chord length 6.07 feet, chord bearing South 54 degrees 33 minutes 33 seconds East) to a point of tangency; thence, South 47 degrees 13 minutes 10 seconds East, 288.25 feet to the point of beginning, and containing an area of 77,622 square feet or 1.782 acres, more or less.

7

Project: Lee Highway (Route 29) Intersection at North Harrison Street- DS34 (the "Project")
RPC: 09002001
Address: 2322 North Harrison Street, Arlington, Virginia

Vicinity Map



**Lee Highway (Route 29) Intersection at North Harrison Street
Project 314.43513.S04/DS34
public sidewalk
traffic signal pole
public bus stop**

Labels on this schematic indicates the location of the local improvement
**Deed of Temporary Easement and Construction Agreement
&
Deed of Easement**

March 17, 2008