



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of October 18, 2008**

DATE: October 1, 2008

SUBJECT: Approval and Acceptance of a Deed of Easement from the Board of Trustees of Dominion Hills Area Civic Association and Virginia Hospital Center Arlington Health System to the County Board of Arlington County, Virginia, for Public Park, Public Recreation, Public Playground, Related Public Purposes, and Access Thereto over Real Property Known as Mace Park, RPC No. 12015003.

C. M. RECOMMENDATIONS:

1. Approve the attached Deed of Easement (“Easement”) from Bernard R. Hyde, Jr., Trustee, Emilie B. Standish, Trustee and Charles Bittenbring, Trustee, as Board of Trustees of Dominion Hills Area Civic Association (“Dominion Hills”) and Virginia Hospital Center Arlington Health System to the County Board of Arlington County, Virginia (“Board”), for an Easement for Public Park, Public Recreation, Public Playground, Related Public Purposes, and Access Thereto over Real Property Known as Mace Park, RPC No. 12015003.
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 Easement, subject to approval as to form by the County Attorney.

ISSUES: As a prerequisite to the use of previously approved County funds to renovate the privately owned Mace Park, the County requires that it have a legal interest in the property. Therefore, Dominion Hills must grant the Easement to the County before such renovations can proceed. There are no issues identified with this request.

SUMMARY: Because Mace Park is privately owned by Dominion Hills, before the redesign and renovations to Mace Park under the Neighborhood Conservation Program can begin, Dominion Hills must grant the Easement, attached hereto as Exhibit A, to the County.

BACKGROUND: At its meeting on February 25, 2006, the Board approved the use of \$327,000 in Neighborhood Conservation Bond Fund money to redesign and renovate Mace Park. Mace Park is privately owned by Dominion Hills. As a prerequisite to the use of public funds to

County Manager: _____

County Attorney: _____

Staff: Linda Eichelbaum Collier

renovate parks, the County requires that it have a legal interest in the property where the park is located. Therefore, Dominion Hills must grant the County a public park easement before the Neighborhood Conservation Bond Fund money can be used for such redesign and renovation.

DISCUSSION: The Easement from Dominion Hills grants the County an easement for public park, public recreation, public playground, related public purposes, and access thereto, on, over, across, through and under Mace Park, which is located in the Dominion Hills neighborhood between Patrick Henry Drive and North Liberty Street. (See Vicinity Map, attached as Exhibit B). The area of the Easement is set forth on the plat attached to the Easement as Exhibit A, entitled "Boundary Survey, Lots 40A, 41A & 42A, Dominion Hills, D.B. 684, PG. 349, and Lots 75, 76 & 77, Section Two, Dominion Hills, D.B. 714, PG. 133, Arlington County, Virginia," prepared by Robert L. Franca, dated April 7, 2006. In addition, the Easement grants the County and its employees and contractors the right to design, acquire, construct and install certain designated recreational improvements in Mace Park. After installation, the improvements will belong to Dominion Hills, which will be responsible for the inspection, maintenance and repair of such improvements. (Easement, Section 5). The County must give prior written permission for removal or alteration of the improvements, unless there is a danger to health, safety and welfare. (Easement, Section 6).

The Easement contains a list of Rules and Regulations that govern the use of Mace Park and minimum maintenance standards for the Easement area. The Easement terminates fifteen (15) years after the effective date of the Easement, or six (6) months after notice of termination given by either the County or Dominion Hills upon conditions specified in the Easement. If the Easement is terminated by Dominion Hills before fifteen (15) years, then the Easement contains a written sliding schedule for repayment by Dominion Hills of the costs of the improvements and the installation. The Easement also contains a provision requiring Dominion Hills to maintain comprehensive general liability insurance, naming the County, its elected and appointed officers, officials, employees and agents as additional insured. Virginia Hospital Center Arlington Health System has a contingent future interest in the property upon which the Easement is located. The Hospital joins in the Easement to consent to it and to waive various rights arising out of the granting of the Easement.

FISCAL IMPACT: None.

CONCLUSION: It is recommended that the County Board approve the Deed of Easement from Bernard R. Hyde, Jr., Trustee, Emilie B. Standish, Trustee and Charles Bittenbring, Trustee, as Board of Trustees of Dominion Hills Area Civic Association ("Dominion Hills") and Virginia Hospital Center Arlington Health System to the County Board of Arlington County, Virginia ("Board"), for an Easement for Public Park, Public Recreation, Public Playground, Related Public Purposes, and Access Thereto for Real Property Known as Mace Park, RPC No. 12015003 and authorize the Real Estate Bureau Chief, Engineering and Capital Projects Division, Department of Environmental Services, to accept, on behalf of the County Board, the Easement, subject to approval as to form by the County Attorney.

DEED OF EASEMENT

This DEED OF EASEMENT ("Deed") is made this ____ day of _____, 2008, by **BERNARD R. HYDE JR., TRUSTEE and EMILIE B. STANDISH, TRUSTEE and CHARLES BITTENBRING, TRUSTEE**; as **BOARD OF TRUSTEES OF DOMINION HILLS AREA CIVIC ASSOCIATION**, (collectively "Grantor") and **VIRGINIA HOSPITAL CENTER ARLINGTON HEALTH SYSTEM**, [a Virginia not for profit corporation], successor in interest to **ARLINGTON HOSPITAL ASSOCIATION**, [a Virginia corporation] ("Hospital"), (the Grantor and Hospital are collectively referred to as "Grantors") and **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body corporate ("Grantee").

WITNESSETH:

1. For and in consideration of the sum of One Dollar (\$ 1.00), the design, acquisition, construction, and installation by Grantee of certain recreational improvements, within the Easement Area, as hereinafter defined, and the mutual benefits to be derived by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant and convey unto the Grantee an easement for public park, public recreation, public playground, and related public purposes, together with the right of the Grantee, its employees, and contractors, to design, acquire, construct and install the recreational improvements and remove any existing improvements and fixtures on or within the Property, as hereinafter defined, together with the right of public access thereto, on, over, across, through, and under the Property, known as RPC #12015003 ("Property"), which Property contains a total of forty seven thousand six hundred sixty five (47,665) square feet of land. This Deed is granted over the entirety of such Property ("Easement Area") situated in Arlington County, Virginia, as shown on the plat attached hereto as Exhibit "A" and made a part hereof, entitled "Boundary Survey, Lots 40A, 41A & 42A, Dominion Hills, D.B. 684, PG. 349, and Lots 75, 76, & 77, Section Two, Dominion Hills, D.B. 714, Pg. 133, Arlington County, Virginia," prepared by Robert L. Franca, dated April 7, 2006, (the "Plat"), being the same Property acquired by the Grantors by deed dated August 1, 1956, recorded in the Land Records of the Arlington County Circuit Court in Deed Book 1264 at Page 0524, and more particularly described therein as follows:

PARCEL ONE: All of Lot Nos. Forty-A (40-A), Forty-One-A (41-A), and Forty-Two-A (42-A), of the Subdivision of Section One, Dominion Hills, as more particularly shown on plat attached to Deed of Resubdivision recorded in Deed Book 684, at page 352, among the land records of said County.

PARCEL TWO: All of Lot Nos. Seventy-Five (75), Seventy-Six (76), and Seventy-Seven (77), of the Subdivision of Section Two, Dominion Hills, as the same is duly dedicated, platted, and recorded in Deed Book 714, at page 133, among the land records of said County.

2. The recreational improvements permitted to be installed within the Easement Area are described in a list entitled "List of County-Funded Recreational Improvements," prepared by the Arlington County Department of Parks, Recreation, and Cultural

Resources attached hereto and incorporated herein as "Exhibit B" ("Recreational Improvements").

3. The Grantee, its employees and contractors, are permitted to design, acquire, construct, and install the Recreational Improvements within the boundaries of the Easement Area.
4. The use of the Easement Area shall be subject to the Rules and Regulations in Exhibit "C", attached hereto and made a part hereof, as may be revised from time to time by the Grantee.
5. A. Upon final completion of the design, acquisition, construction and installation of the Recreational Improvements by the Grantee's contractors, acceptance of the Recreational Improvements by the Grantee, and written notification thereof from the Grantee to the Grantor, title in and to the Recreational Improvements, by such notification, shall constitute a conveyance of the Recreational Improvements from the Grantee to the Grantor. Thereafter, the Recreational Improvements shall be fixtures appurtenant to the Property, and shall be owned solely by Grantor. The Grantee shall have no further obligations concerning the Recreational Improvements. Thereafter, the Grantor thereafter shall be solely responsible for, and obligated to, among other things, inspect, maintain, repair, and remove the Recreational Improvements (jointly, "Work"), which Work also shall be the sole responsibility of Grantor. The Grantor shall perform Work in accordance with the manufacturer's recommendations, the Americans with Disabilities Act standards, the Minimum Maintenance Standards attached hereto and made a part hereof, as Exhibit "D".
B. Upon notification from the Grantee to the Grantor, the warranties and guarantees related to the Recreational Improvements, obtained by the Grantee from the manufacturers, sellers, and contractors, shall be transferred, to the extent permitted by such warranties and guarantees, and to the extent applicable, to the Grantor.
C. Throughout the term of this Deed, the Grantor shall be responsible, at its sole cost and expense, for maintaining the Easement Area in accordance with the minimum Maintenance Standards in Exhibit "D". This should not be construed as limiting the Grantor's ability to apply in the future for competitive funding programs for capital improvements such as the Neighborhood Conservation Program or Park Enhancement Grants, as such grants may be applicable.
6. During the term of this Deed, except in the event of danger to the public health, safety or welfare, the Grantors shall neither remove, add, nor make changes to the Recreational Improvements, without prior written permission from the Grantee. No such changes to the Recreational Improvements shall endanger the public health, safety, and welfare. The prohibitions of this paragraph include, but are not limited to, any changes contrary to, or inconsistent with, the then current provisions of American Society of Testing Materials ("ASTM") Standard F1487, "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use."

7. This Deed shall terminate upon the first occurrence of the following events: (a) a date that is fifteen (15) years after the Effective Date (as hereinafter defined) of this Deed; or (b) a date that is six (6) months after receipt of written notice of termination from the terminating party to the non-terminating party. Notwithstanding the above, in the event that the Director of the Department of Parks, Recreation, and Cultural Resources determines that there is a danger to the health, safety or welfare of the public, Grantee may terminate this Deed, without any liability whatsoever and without further obligation from the Grantee to the Grantor, upon twenty-four (24) hours' prior written notice to Grantor. Grantee also may terminate this Deed, in the event that the Director of the Department of Parks, Recreation, and Cultural Resources determines that the Grantor has failed to perform the Work, enforce the Rules and Regulations in Exhibit "C", or maintain the Easement Area in accordance with the standards in Exhibit "D". If this Deed terminates or is terminated, for any reason, before a date that is fifteen (15) years after the Effective Date, then Grantor shall promptly, upon receipt of a termination notice, reimburse Grantee for the design, acquisition, construction and installation costs incurred by the Grantee for the Recreational Improvements calculated from the Effective Date, as follows:

- A. Less than three years, Grantor shall reimburse Grantee \$327,000.
- B. Greater than or equal to three years, but less than six years, Grantor shall reimburse Grantee \$261,000.
- C. Greater than or equal to six years, but less than nine years, Grantor shall reimburse Grantee \$196,200.
- D. Greater than or equal to nine years, but less than 12 years, Grantor shall reimburse Grantee \$130,800.
- E. Greater than or equal to 12 years, but less than 15 years, Grantor shall reimburse Grantee \$65,400.

The purpose of the payment of such amounts to the Grantee, upon termination of this Deed, is to compensate the Grantee for the loss of full benefits and use of the Property, including the Recreational Improvements, as a public park.

8. At such time the Grantee determines, in its sole discretion, that there is needed by the Grantee, any temporary construction easement(s) and/or permanent public utility or stormwater drainage facilities easement(s) within the Property, the need for which arises out of the proposed installation of the Recreational Improvements, the Grantors hereby agree to grant such easement(s) to the Grantee, in form and substance acceptable to the Grantee, for the nominal consideration of Ten Dollars (\$10.00).

9. All notices, demands and request which may be given, or are required to be given by either party to the other pursuant to this Deed shall be in writing, and shall be either hand delivered, delivered by express or overnight courier, or sent by United States registered or certified mail, return receipt requested, with proper postage prepaid, and properly addressed as follows:

If to Grantor: Dominion Hills Area Civic Association
 President of Dominion Hills Civic Association, c/o Eric Sildon

5917 10th Road North
Arlington, Virginia 22205

If to Grantee: Arlington County Department of Parks, Recreation and
Cultural Resources
2100 Clarendon Boulevard, Suite 414
Arlington, Virginia 22201
Attn.: Director of DPRCR
Re: 2006 Mace Park Deed of Easement

Any party may, by written notice given at least five (5) days before such change becomes effective, designate a new address to which such notices shall be sent or delivered. The Grantor shall give notice promptly to Grantee of each change in President's address, and in each Trustee of the Dominion Hills Area Civic Association. Notices shall be deemed effective upon receipt.

10. A. At all times when this Deed is in effect, Grantor shall carry and maintain, in full force and effect, a comprehensive general liability insurance policy in the amount of One Million Dollars (\$1,000,000) combined single limit, with Two Million Dollars (\$2,000,000) general aggregate, covering the Property and operations thereon, including personal injury, completed operations, and contractual liability. The Grantee, its elected and appointed officers, officials, employees and agents shall be named as additional insureds on the comprehensive general liability insurance policy. The insurance shall be issued by an insurer licensed to do business in the Commonwealth of Virginia with an "A" rating of better by A. M. Best or a comparable insurance rating company. Failure of Grantor to maintain the insurance shall not relieve or excuse Grantor from any obligations or liability under this Deed. Grantor shall provide evidence of insurance coverage in the form of a certificate of insurance to Grantee on or before the Effective Date and upon policy renewal, if Grantee requests from Grantor a Certificate showing the policy renewal and terms. The insurance policy shall require the insurance carrier to give at least 30 days prior written notice to all named insureds in the event of any material change in coverage, cancellation, or non-renewal.
- B. For the entire term of this Deed, at Grantor's sole expense, Grantor shall provide property insurance in an amount that will guarantee full replacement of the Recreational Improvements, subject to a reasonable deductible previously approved in writing by the County Risk Manager. The payment of the deductible is the responsibility of the Grantor. Under the terms of this Deed, any insurance proceeds from the property insurance coverage shall be used solely for the replacement of the Recreational Improvements. Any replacements of the Recreational Improvements are subject to the written approval of the Director of the Arlington County Department of Parks, Recreation, and Cultural Resources.
- C. The parties to this Deed of Easement acknowledge that title to the Property is held by the Trustees of the Dominion Hills Civic Association pursuant to: 1) a Deed of Gift recorded in Deed Book 1264, at Page 524, among the land records of the Circuit Court of Arlington County, Virginia; 2) an order entered by the Circuit Court of Arlington County, Virginia, In Re: Appointment of Trustees, Dominion

Hills Civic Association, Arlington Virginia, recorded in Deed Book 2354, at Page 377, among the land records of the Circuit Court of Arlington County, Virginia; and, 3) an order entered by the Circuit Court of Arlington County, Virginia, In Re: Appointment of Trustees, Dominion Hills Civic Association, Arlington Virginia, recorded in Deed Book 2812, at Page 1928, among the land records of the Circuit Court of Arlington County, Virginia. Except as otherwise provided by law, the Trustees shall have no personal liability hereunder.

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

12. This Deed shall not be assignable.

13. This Deed shall be binding upon the respective successors in title and successors in interest of the parties.

14. This Deed covers 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.

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

16. This Deed is effective upon the date when it is executed by, and accepted on behalf of, the County Board ("Effective Date").

17. The Grantor and Grantee hereby terminate all rights, if any, arising out of an the unrecorded Deed of Temporary Easement between Charles Bittenbring, Trustee; Bernard Hyde, Trustee; and Emilie B. Standish, Trustee; as Board of Trustees of Dominion Hills Area Civic Association and the County Board of Arlington County, Virginia, a body corporate, approved by the County Board on November 17, 2001, but not executed on behalf of the County Board.

WITNESS the following signature(s):

GRANTOR:

Bernard R. Hyde Jr
BERNARD R. HYDE, JR., TRUSTEE

State: VA

County: Arlington

The foregoing instrument was acknowledged before me on this 15 day of Sept, 2008, by **Bernard R. Hyde, Jr., Trustee**, Grantor.

Notary Public: [Signature] #352526

My Commission expires: 1/31/2011



GRANTOR:

Emilie B. Standish
EMILIE B. STANDISH, TRUSTEE

State: VA

County: Arlington

The foregoing instrument was acknowledged before me on this 15 day of Sept,
2008, by **Emilie B. Standish, Trustee**, Grantor.

Notary Public: TJA 352526

My Commission expires: 1/31/2011

GRANTOR:

Charles Bittenbring
CHARLES BITTENBRING, TRUSTEE

State: VA

County: Arlington

The foregoing instrument was acknowledged before me on this 15 day of Sept,
2008, by **Charles Bittenbring, Trustee**, Grantor.

Notary Public: TJA 352526

My Commission expires: 1/31/2011

Pursuant to a Deed of Gift from Mace Properties Incorporated, a Virginia corporation, to Clyde E. Merriman, Howard F. Corl, and B. Frank Brewer, then Trustees of Dominion Hills Area Civic Association, dated August 1, 1956, and recorded on September 7, 1956 in Deed Book 1264, at Page 524, of the County Land Records, Virginia Hospital Center Health System, a Virginia not for profit corporation, as successor in interest to Arlington Hospital Association, a Virginia corporation, has a contingent future interest in the Property, which is the subject of this Deed. Virginia Hospital Center Arlington Health System, joins into this Deed solely for the purpose of consenting to this conveyance by the Board of Trustees of the Dominion Hills Area Civic Association to the County Board for the purposes stated, and to waive all rights to, or title in, the Property caused by, or arising out of: a) the Deed of Gift; b) the granting of this Deed to the County Board; or c) any termination of use, or change of use, in the Property. Notwithstanding any provision of this Deed to the contrary, Virginia Hospital Center Arlington Health System shall have no responsibility or any liability for any of the obligations of the other Grantors as contained in the Deed.

VIRGINIA HOSPITAL CENTER
ARLINGTON HEALTH SYSTEM, [a
Virginia not for profit corporation],
successor in interest to ARLINGTON
HOSPITAL ASSOCIATION

By: [Signature]
Name: Robin Norman
Title: Senior VP / CFO

STATE OF Virginia :
COUNTY OF Arlington : to-wit:

The foregoing instrument was acknowledged before me this 3 day of July
2008 by Robin Norman, the CFO of Virginia
Hospital Center Arlington Health Center System.

[Signature]
Notary Public

My commission expires: 8/31/2011



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



EXHIBIT A

BOUNDARY SURVEY

ARLINGTON VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES

ENGINEERING & CAPITAL PROJECTS DIVISION

Owner: Dominion Hills Association
 D.O. 176
 Address: N/A

IFC 12019003
 176
 N/A

BOUNDARY SURVEY

LOTS 40A, 41A & 42A

DOMINION HILLS

D.B. 684, PG. 349

AND

LOTS 75, 76 & 77

SECTION TWO

DOMINION HILLS

D.B. 714, PG. 133

ARLINGTON COUNTY, VIRGINIA

Scale: 1" = 20'

DATE: 07/17/06

BY: [Signature]

RECORDED PLAT NORTH

RECORDED PLAT NORTH

RECORDED PLAT NORTH

RECORDED PLAT NORTH

GRAPHIC SCALE

(IN FEET)

1 inch = 20 ft

0 10 20 30 40 50 60 70 80 90 100

1. The survey was made on the ground and generally follows the old plat of the subject property, the location and type of all buildings, structures and other improvements situated on the subject property, and the street lines.

2. There are no other easements or rights of way of which the undersigned has been advised.

3. Except as shown on the survey, there are no encroachments, above ground encroachments (C.O.) by the improvements on the property, streets or alleys upon the subject property, as set by the improvements on adjoining property.

4. The location of each easement, right of way, servitude, and other existing affecting the subject property and to the subject property, has been shown on the survey, together with the name of the owner of the same, and the location of all improvements on the subject property is shown on the survey, together with the name of the owner of the same.

5. The subject property has access to and from N. Liberty Street and Patrick Henry Drive, all have been located and shown on the survey.

6. Except as shown on the survey, the subject property does not have any adjoining property for drainage, utilities, or other purposes.

7. The record description of the subject property forms a mathematically closed figure.

8. The property shown on the survey lies within Zone C as defined on the Flood Insurance Rate Map 900 Alexandria County, Virginia, Community-Plan No. 51222-047-B, dated May 21, 1982.

UNDERGROUND UTILITIES

The undersigned, being a Licensed Land Surveyor of the Commonwealth of Virginia, certifies that the survey plat is a true and correct representation of the ground and generally follows the old plat of the subject property, the location and type of all buildings, structures and other improvements situated on the subject property, and the street lines. All of the lots shown on this plat are shown on the following records: Dominion Hills, D.B. 684, PG. 349, and Dominion Hills, D.B. 714, PG. 133, all of which are shown and also the same property conveyed to the Trustees of Dominion Hills Area Civic Association from their predecessor, a Virginia corporation, by deed dated August 1, 1962 and recorded September 7, 1968 in Deeds Book 1624, Page 176, and Dominion Hills, D.B. 684, PG. 349, recorded September 7, 1968 in Deeds Book 1624, Page 176, both in Arlington County, Virginia.

The undersigned further certifies that:

EXHIBIT B

LIST OF PERMITTED COUNTY-FUNDED RECREATIONAL IMPROVEMENTS

Prepared by Arlington County Department of Parks, Recreation, and Cultural Resources

1. School-Age (5-12 years old) Play Structure
2. Resurface Playground Area of approximately 3,200 square feet
3. Perennial Garden and Sculpture
4. Signs
5. Asphalt Path(s)
6. Benches and Trash Receptacles
7. Fence along a portion of Property boundary
8. Ornamental Landscaping
9. Shade Trees
10. Drainage
11. Seed or sod

The numbers, specific types, dimensions, specifications, and locations of the Recreational Improvements permitted to be installed within the Easement Area shall be finally determined by the Grantee in consultation with the Grantor.

EXHIBIT C
RULES AND REGULATIONS

1. Enforcement
 - a. Responsibility for the enforcement of the law rests with the Arlington County Police Department.
 - b. Enforcement of these Rules and Regulations is the responsibility of the Dominion Hills Area Civic Association.
 - c. Repeat violators of the Rules and Regulations or the law may be prohibited or restricted by the Dominion Hills Area Civic Association from use of the Easement. Any such prohibition or restriction shall occur only after notice is given and the violator is given an opportunity to respond. Any such prohibition or restriction shall be reasonable and based on circumstances of each case as determined by the Dominion Hills Area Civic Association in its sole discretion.
2. Rules and Regulations
 - a. Personal Conduct. The following are strictly prohibited unless otherwise specified:
 - i. The use, consumption, or possession of alcoholic beverages, illegal controlled substances, or drug paraphernalia.
 - ii. Illegal gambling or wagering.
 - iii. The carrying or discharge of any firearm, air gun, gas gun, spring-operated gun, B.B. gun, slingshot, dart devices, or bow and arrow.
 - iv. The possession or discharge of fireworks or explosive devices of any kind.
 - v. Disturbing the peace through riotous, boisterous, threatening, or indecent conduct, or the use of abusive, threatening, profane, or indecent language.
 - vi. Defecating or urinating in other than a rest room.
 - vii. Behavior that may jeopardize public health and/or safety.
 - b. Use
 - i. County reserves the right to restrict or prohibit the use of Property for a public park if the County determines, in its sole discretion, that any condition exists which presents a danger to the public health, safety, and welfare.
 - ii. Unless otherwise agreed to by the Arlington County Department of Parks, Recreation, and Cultural Resources and the Dominion Hills Area Civic Association, the Easement shall be open and the existing and proposed Recreational Improvements thereon available for public use between the hours of sunrise and sunset.
 - iii. No fires may be kindled.
 - iv. No camping is allowed.
 - v. Games involving thrown or otherwise propelled objects that present a safety hazard, such as stones, javelins, and model airplanes, are prohibited.
 - vi. Driving, riding or parking any motorized vehicle, including, but not limited to, motorbikes, motorcycles, or "go-karts," is prohibited.
 - vii. The repair or washing of vehicles is prohibited.
 - viii. Chapter 15 of the County Code regulates amplified sound devices. Permission must be secured for such devices from the Dominion Hills Area Civic Association.

- ix. Nothing may be offered for sale or sold or rented.
 - x. There shall be no commercial solicitation of any kind. Any political or religious solicitations shall not unduly interfere with operations or the movement or activities of persons using the Easement.
 - xi. No advertising may be placed in the Easement.
 - xii. Use of the Childrens' Play Area shall be consistent with the age-appropriate play guidelines provided by the play equipment manufacturer. Parental supervision is recommended for all children, and required for children 5 years of age and under.
 - xiii. The placing of signs, other than temporary directional signs as may be expressly permitted by the Dominion Hills Area Civic Association Board of Trustees, is prohibited.
 - xiv. The placing of signs with the message "Private Park," or any other sign that implies a restriction on public use and/or access inconsistent with the rules and regulations herein, is prohibited.
- c. Conservation and Protection
- i. Pollution of any stream, pond or other body of water is prohibited.
 - ii. Dumping of trash, grass cuttings, tree trimmings or other debris is prohibited. Refuse and litter shall be placed in designated receptacles and may not be burned.
 - iii. Users prior to their departure shall clean up their garbage and refuse.
 - iv. Structures, equipment, signs and other improvements shall not be damaged or defaced.
 - v. The presence of dogs and other pets is strictly forbidden in the Childrens' Play Area. Arlington County animal control laws and regulations, including leash and pickup laws, shall be in effect and enforced in the entire easement area. Dogs or other pets that harass, threaten public safety, or impede the public's use and enjoyment of the easement area are prohibited.
 - vi. Horses and ponies are prohibited.
 - vii. Animals, birds, fish and other wild fauna shall not be molested, injured, or caught.
 - viii. Except as necessary for construction, maintenance and removal of improvements, the land, including turf, soil, and rocks shall not be disturbed.
 - ix. Removal of historical materials or use of metal detectors is prohibited.

EXHIBIT D
MINIMUM MAINTENANCE STANDARDS

The Grantor shall perform maintenance in accordance with the manufacturer's recommendations, the Americans with Disabilities Act standards, the maintenance procedures contained herein.

Turf Care: In most locations, mowing shall be done on a fourteen to thirty calendar day cycle. Weed control shall, at a minimum, meet legal requirements for noxious weeds.

Litter Control: Litter shall be removed, and trash receptacles emptied, at least once a week. Trash receptacles must be emptied more frequently if they are full or when odor is objectionable or to control the presence of insects or rodents. Complaints may increase level above once per week servicing.

Disease and Insect Control: None required except where epidemic condition threatens resource or public.

Surfaces: Shall be replaced or repaired when safety, or access by persons with disabilities, is a concern.

Pedestrian Trails: Shall be inspected quarterly for safety hazards and on complaint basis. Necessary repairs should be completed promptly. Any conditions that threaten the public safety should be rectified promptly.

Landscaping: Shall be maintained seasonally, as appropriate, to control size and shape. Weeds shall be removed from planting beds on a quarterly basis, or more frequently if weather conditions cause excessive weed growth. Any conditions that threaten the public safety should be rectified as soon as possible.

Picnic Areas: When present, should be inspected, cleaned, and serviced once every fourteen calendar days.

Playground Maintenance: Shall be inspected, cleaned, and serviced once every fourteen calendar days and on a complaint basis. Any conditions that threaten the public safety should be rectified as soon as possible in accordance with play equipment manufacturer's guidelines.

Erosion Control: Areas shall be inspected quarterly for damage. When discovered, erosion problems should be corrected promptly. Any conditions that threaten the public safety should be rectified as soon as possible.

Miscellaneous: All other Recreational Improvement repairs shall be done when safety or function is in question. All Recreational Improvements shall be inspected once a month, or more frequently when warranted by a complaint. Provide maintenance to allow safe use. Sites, facilities, etc. should be inspected monthly unless otherwise specified.

VICINITY MAP
MACE PARK

