



## COMMONWEALTH of VIRGINIA

### *Commonwealth Transportation Board*

Aubrey L. Layne, Jr.  
Chairman

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Richmond, Virginia 23219

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*Agenda item # 11*

### RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

December 6, 2017

#### MOTION

**Made By: Ms. Hynes, Seconded By: Mr. Kasprovicz**

**Action: Motion Carried, Unanimously**

**Title: Approval and Authorization for Commissioner of Highways to Execute the First Amendment to the Memorandum of Agreement for Transfer of Columbia Pike (Route 244) and Certain Other Streets Ancillary to Columbia Pike from the Primary System of State Highways to the Local Road System of Arlington County**

**WHEREAS** pursuant to §§33.2-315 and 33.2-907 of the *Code of Virginia*, the Commonwealth Transportation Board (CTB) by resolution dated September 15, 2010 approved the transfer of Columbia Pike (Route 244) from the primary system of state highways to Arlington County's local road system and conveyance of the Commonwealth's/VDOT's interest in existing rights of way and easements for Columbia Pike, and the ancillary streets, South Joyce Street and Army Navy Drive, to the County, authorizing the Commissioner to execute an agreement setting forth the terms of said transfer and conveyance (the Columbia Pike Agreement) which was executed on September 30, 2010; and

**WHEREAS**, pursuant to the Columbia Pike Agreement, Arlington County is required to provide, except during temporary lane closures related to construction, repair and maintenance, no less than two through travel lanes, as defined in the Agreement, in each direction along Columbia Pike from South Joyce Street to South Jefferson Street, unless the County has received prior approval from the the Virginia Department of Transportation (VDOT) authorizing a reduction in the number of through travel lanes; and

Approval of and Authorization for Commissioner of Highways to Execute the First Amendment to the Memorandum of Agreement for Transfer of Columbia Pike ( Route 244) and Certain Other Streets Ancillary to Columbia Pike from the Primary System of State Highways to the Local Road System of Arlington County

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**WHEREAS**, Arlington County has requested that the aforesaid through travel lane restriction be modified to permit the County to utilize lane management techniques that improve person throughput on Columbia Pike, which may result in fewer than two “through travel lanes” in each direction as that term is typically defined and as defined in the Columbia Pike Agreement; and

**WHEREAS**, VDOT has reviewed the County’s request and recommends the CTB approve and authorize the Commissioner of Highways to execute an amendment to the Columbia Pike Agreement that would provide the County with the ability to implement and utilize, on Columbia Pike, active lane management practices for use by certain specified transportation modes in order to optimize person throughput during peak demand periods, provided that at least one lane in each direction will be available for through traffic for all modes at all times (attached hereto as Appendix A).

**NOW, THEREFORE BE IT RESOLVED**, that pursuant to §§33.2-315 and 33.2-907 of the *Code of Virginia*, the Commonwealth Transportation Board approves and authorizes the Commissioner of Highways to execute an amendment to the Columbia Pike Agreement, substantially similar in form and substance to Appendix A, that authorizes Arlington County to utilize, on Columbia Pike, active lane management practices for use by certain specified transportation modes in order to optimize person throughput during peak demand periods, provided that at least one lane in each direction will be available for through traffic for all modes at all times.

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## CTB Decision Brief

### Approval of and Authorization for Commissioner of Highways to Execute the First Amendment to the Memorandum of Agreement for Transfer of Columbia Pike ( Route 244) and Certain Other Streets Ancillary to Columbia Pike from the Primary System of State Highways to the Local Road System of Arlington County

**Issue:** Arlington County has requested an amendment to the *Agreement for Transfer of Columbia Pike ( Route 244) and Certain Other Streets Ancillary to Columbia Pike from the Primary System of State Highways to the Local Road System of Arlington County* (Columbia Pike Agreement) to enable the County to implement and utilize on Columbia Pike, active lane management practices for use by certain specified transportation modes in order to optimize person throughput during peak demand periods, provided that at least one lane in each direction will be available for through traffic for all modes at all times. Pursuant to §33.2-315 and §33.2-907 of the *Code of Virginia*, approval of the Commonwealth Transportation Board (CTB) for amendment of the Columbia Pike Agreement is sought.

**Facts:** The Arlington County Board, by resolution dated July 14, 2009, requested that Columbia Pike/Route 244 be transferred to the County's local road system and that the Commonwealth's/VDOT's interest in existing rights of way and easements for Columbia Pike and the ancillary streets, South Joyce Street and Army Navy Drive, be conveyed to the County. The CTB, by resolution dated September 15, 2010, authorized the requested transfer and conveyance and approved the Columbia Pike Agreement, relating to said transfer and conveyance, which was executed and dated September 30, 2010. Accordingly, Columbia Pike/Route 244 was removed from the primary system of state highways and placed in the County's local road system.

Section 33.2-315 of the Code of Virginia authorizes the CTB to transfer roads from the primary system to the secondary system or upon request by the local governing body, to the local system of roads operated by a locality, such as Arlington County, receiving payments pursuant to 33.2-366. Further, §33.2-907, upon petition by the local governing body, authorizes the CTB to transfer real estate incidental to the construction, reconstruction, alteration, maintenance or repair of sections of primary roads from the State Highway System to the local governing body.

Pursuant to the Columbia Pike Agreement, Arlington County is required to provide, except during temporary lane closures related to construction, repair and maintenance, no less than two through travel lanes, as defined in the Agreement, in each direction along Columbia Pike from South Joyce Street to South Jefferson Street, unless the County has received prior approval from the Virginia Department of Transportation (VDOT) authorizing a reduction in the number of through travel lanes.

Arlington County has requested that the Columbia Pike Agreement be amended to modify the aforesaid through travel lane restriction in order to permit the County to utilize active lane management practices or techniques on Columbia Pike for use by

certain specified transportation modes in order to optimize person throughput during peak demand periods, which may result in fewer than two “through travel lanes” in each direction as that term is typically defined and as defined in the Columbia Pike Agreement. However, as negotiated by VDOT, the amendment will require that at least one lane in each direction be available for through traffic for all modes at all times.

The Department and Arlington County have mutually prepared an amendment (attached hereto as Appendix A) to the Columbia Pike Agreement that would effectuate the above referenced modification of the Agreement.

**Recommendation:** VDOT recommends that the CTB approve and authorize the Commissioner of Highways to execute the amendment to the Columbia Pike Agreement (attached hereto as Appendix A). If the resolution is approved, the Commissioner will be authorized to execute the amendment once signed by the County. The amendment will be effective upon execution by the Commissioner.

**Action Required by CTB:** The *Code of Virginia* requires CTB approval of an amendment to an agreement regarding the transfer of a road from the primary system of state highways to the County’s local road system. The CTB is being asked to approve and authorize the Commissioner to execute the amendment to the Columbia Pike Agreement.

**Result if Approved:** If approved, the Commissioner will execute the amendment to the Columbia Pike Agreement and Arlington County will be authorized to utilize, on Columbia Pike, active lane management practices for use by certain specified transportation modes in order to optimize person throughput during peak demand periods, provided that at least one lane in each direction will be available for through traffic for all modes at all times. The roadway will remain a part of Arlington County’s local road system and ownership of Columbia Pike/Rt. 244 will remain with Arlington County. The County will continue to receive maintenance payments for these routes in accordance with §33.2-366 of the *Code of Virginia*.

**Options:** Approve, Deny or Defer

**Public Comments/Reactions:** The County initiated this request and is addressing public comment.

**FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT**

**For**

**September 30, 2010**

**Transfer of Columbia Pike (Route 244) and Certain Other Streets Ancillary to  
Columbia Pike From the Primary System of State Highways to the Local Road  
System of Arlington County**

THIS FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT (“First Amendment”), is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, hereinafter referred to as the “**COUNTY**” and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “**DEPARTMENT**”. The COUNTY and the DEPARTMENT are sometimes hereinafter jointly referred to as “**Parties**”. Such Parties are sometimes hereinafter referred to individually as “**Party**”.

WHEREAS, by Memorandum of Agreement, dated September 30, 2010, (the “**Memorandum of Agreement**”) the Department, acting in accordance with authority granted by the Commonwealth Transportation Board by resolution adopted on September 15, 2010, and consistent with the Commonwealth Transportation Board’s resolution adopted on September 15, 2010, transferring Columbia Pike (Route 244) from the primary system of state highways to Arlington County’s local road system, conveyed and assigned to the County certain real property interests, and granted permits, in portions of Columbia Pike (State Route 244), and ancillary streets of South Joyce Street and Army Navy Drive in Arlington County, Virginia, including title to related structures, and facilities described in the Memorandum of Agreement and in the Quitclaim Deed thereafter recorded at Deed Book 4399 at page number 2015 among the land records of Arlington County, Virginia (collectively the “**Property**”); and

WHEREAS, in subsection b. under the provisions of the Memorandum of Agreement setting forth what “the County shall” do is the requirement that the County provide, except during temporary lane closures related to construction, repair and maintenance, no less than two through travel lanes, as defined in the Memorandum of Agreement, in each direction along Columbia Pike from South Joyce Street to South Jefferson Street, unless the COUNTY has received prior approval from the DEPARTMENT authorizing a reduction in the number of through travel lanes; and

WHEREAS, the County has requested that the aforesaid through travel lane restriction be modified to permit the County to utilize lane management techniques that improve person throughput on Columbia Pike; and

WHEREAS, the Department has agreed to the County’s request, and the Commonwealth Transportation Board has authorized the Department to execute this First Amendment to the Memorandum of Agreement.

NOW, THEREFORE, in consideration of the mutual premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties amend the Memorandum of Agreement as follows:

Subsection b. of the portion of the Memorandum of Agreement setting forth obligations of the County is hereby deleted in its entirety and replaced with the following new Subsection b.:

“b. Continue to provide, except during temporary lane closures related to construction, repair and maintenance, no less than two through travel lanes in each direction along Columbia Pike from South Joyce Street to South Jefferson Street, unless the COUNTY has received prior approval from the DEPARTMENT authorizing a reduction in the number of through travel lanes. For the purposes of this Agreement, the phrase “**through travel lanes**” shall mean lanes which: 1) are available for all modes of transportation, including without limitation, cars, trucks, buses, streetcars, and bicycles; and, 2) allow forward directional travel, but may allow turning movements, but which lanes shall be subject to active lane management practices and associated restrictions by the County for use by certain specified modes only, e.g., buses, high occupancy cars, and similar high capacity modes, in order to optimize person throughput during specified times of the day, e.g., during peak demand periods as determined by the County; however, at least one lane in each direction will be available for through traffic for all modes at all times.”

All provisions of the Memorandum of Agreement not modified by this First Amendment shall remain in full force and effect. A true copy of the Memorandum of Agreement is attached hereto as Exhibit A, and is incorporated herein by reference.

This First Amendment shall be effective on the date when it is executed by the Commissioner hereto (“**Effective Date**”).

Nothing in this First Amendment shall be construed as a waiver of the COUNTY’s or the Commonwealth of Virginia’s sovereign immunity.

The COUNTY and DEPARTMENT acknowledge and agree that this First Amendment has been agreed to by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

This First Amendment, when properly executed, shall be binding upon both parties, their successors, and assigns.

IN WITNESS WHEREOF, each party hereto has caused this First Amendment to be executed as of the day, month, and year first herein written.

**COUNTY BOARD OF ARLINGTON, VIRGINIA:**

\_\_\_\_\_ Date

\_\_\_\_\_  
Typed or printed name of signatory

\_\_\_\_\_  
Title

Approved as to form:

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

NOTE: The official signing for the COUNTY must attach a certified copy of his or her authority to execute this First Amendment.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Commissioner of Highways  
Commonwealth of Virginia  
Department of Transportation

\_\_\_\_\_ Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_ Date

**Attachment A**  
**Memorandum of Agreement**  
*[Attached]*



**MEMORANDUM OF AGREEMENT**

For

September 30, 2010

**Transfer of Columbia Pike (Route 244) and Certain Other Streets Ancillary to Columbia Pike From the Primary System of State Highways to the Local Road System of Arlington County**

THIS MEMORANDUM OF AGREEMENT ("Agreement"), made and executed this 30<sup>th</sup> day of September, 2010, by and between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, hereinafter referred to as the "COUNTY" and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT". The COUNTY and the DEPARTMENT are sometimes hereinafter jointly referred to as "Parties". Such Parties are sometimes hereinafter referred to individually as "Party".

WHEREAS, the COUNTY currently maintains, operates and constructs improvements on 960 lane miles of roads in the COUNTY'S local road system; and

WHEREAS, among other transportation corridors in Arlington County, the COUNTY has invested, and will continue to invest, significant financial resources of the COUNTY in improving and expanding Columbia Pike (State Route 244), consistent with the COUNTY'S plans for revitalization of Columbia Pike, including the implementation of a street car program along Columbia Pike; and

WHEREAS, the COUNTY has determined that conveyance of fee title to portions of the Columbia Pike right of way and interests or rights in various other portions of Columbia Pike, as well as property interests in portions of various other streets in the State road system ancillary to Columbia Pike, all as further described herein, would facilitate the COUNTY'S revitalization plans for Columbia Pike and development of the street car program on Columbia Pike; and

WHEREAS, §33.1-35 of the Code of Virginia 1950, as amended, authorizes the Commonwealth Transportation Board to transfer roads from the primary system of state highways to the local road systems of any local governing body that receives payments pursuant to §33.1-23.5:1; and

WHEREAS, the COUNTY has, by resolution adopted by the County Board of Arlington County, Virginia, on July 14, 2009, requested that Columbia Pike (State Route 244), be transferred to its local road system; and that the existing right of way and easement for Columbia Pike and certain other state roads, as described in Attachment A be conveyed to the COUNTY; and

WHEREAS, the DEPARTMENT has requested assurance that the number of through travel lanes, as hereinafter defined, along Columbia Pike will be maintained consistent with the requirements of this Agreement; and

WHEREAS, the Commonwealth Transportation Board, at a meeting held on December 17, 2009, directed the Commonwealth Transportation Commissioner to negotiate an Agreement with the COUNTY for the transfer of real property and transition of responsibilities for Columbia Pike and bring the Agreement to the Commonwealth Transportation Board for approval prior to April 1, 2010; and

WHEREAS, the Commonwealth Transportation Board, at a meeting held on March 17, 2010, further directed the Commonwealth Transportation Commissioner to continue to negotiate an Agreement with the COUNTY for the transfer of real property and transition of responsibilities for Columbia Pike, and to bring the Agreement to the Commonwealth Transportation Board for approval prior to July 1, 2010; and

WHEREAS, the Commonwealth Transportation Board later by resolution adopted on June 16, 2010 directed the Commonwealth Transportation Commissioner to continue refinements to the agreement and bring the revised agreement to the Board for approval prior to October 1, 2010; and

WHEREAS, the Commonwealth Transportation Board has by resolution adopted on September 15, 2010 approved this Agreement; and

WHEREAS, the Commonwealth Transportation Board has further authorized the Commonwealth Transportation Commissioner to enter into this Agreement with the COUNTY detailing the proposed transfer of real property and transition of responsibilities for Columbia Pike; and

WHEREAS, the Commonwealth Transportation Board has by resolution adopted on September 15, 2010, transferred Columbia Pike (Route 244) from the primary system of state highways to Arlington County's local road system effective October 1, 2010 or upon the Commissioner's execution of the agreement, whichever is later hereafter referred to as "Transfer Date"; and

WHEREAS, by this Agreement, the Parties agree upon the terms and conditions by which the DEPARTMENT shall convey and assign to the COUNTY certain real property interests, and grant permits, in portions of Columbia Pike (State Route 244), and ancillary streets of South Joyce Street and Army Navy Drive in Arlington County, Virginia, including title to related structures, and facilities described in this Agreement and the attached quitclaim deed referenced below, (collectively the "Property").

NOW, THEREFORE, in consideration of the mutual premises contained herein, the Parties agree as follows:

**The DEPARTMENT shall:**

- a. Initiate all necessary and appropriate actions, to convey the right of way and property which embrace Columbia Pike and certain other local roads as generally described in Attachment A to the COUNTY on the Transfer Date

through a "Quitclaim Deed". The Quitclaim Deed shall be substantially in the form of **Attachment B**.

- b. Reserve a temporary construction easement in the quitclaim deed providing access to Columbia Pike and certain other local roads, as needed for the referenced Route 27/244 interchange modifications, construction project (project #0027-000-V01, PE101, RW 201, C501, B601, B617, D602), until such time as the project is completed.
- c. Record the agreement attached hereto as **Attachment C** that provides, inter alia, that the COUNTY will have the right to access and utilize the DEPARTMENT's right of way and easements and provides that VDOT will issue Land Use Permits to address the identified permit areas. At such time as the COUNTY receives from the United States of America a written statement indicating that the Commonwealth of Virginia ("Commonwealth") is authorized to assign to the COUNTY the Commonwealth's right, title and interest in Deed of Easement, dated November 1, 1979, between the United States of America, as Grantor, to the Commonwealth, as Grantee, recorded in Deed Book 2004 at Page 607, among land records of Arlington County, Virginia (the "Deed"), but only as such Deed applies to Parcel 175 (the Joyce Street Extension), as such Parcel 175 is described in Exhibit A to the Deed, then the Commonwealth agrees to, and shall, promptly assign to the COUNTY all the Commonwealth's easement rights, title and interest in such Parcel 175, as conveyed by the Deed.
- d. Issue the COUNTY a VDOT Land Use Permit which will provide the COUNTY permission to perform various activities within the DEPARTMENT's Glebe Road right of way at the intersection of Columbia Pike as described in **Attachment C1**.
- e. Issue the COUNTY a VDOT Land Use Permit which will provide the COUNTY permission to perform various activities within the DEPARTMENT's Washington Boulevard (Route 27) right of way at the interchange with Columbia Pike as described in **Attachment C2**.
- f. Issue the COUNTY a VDOT Land Use Permit which will provide the COUNTY permission to perform various activities within the DEPARTMENT's South Joyce Street right of way described in **Attachment C3**.
- g. Issue the COUNTY a VDOT Land Use Permit which will provide the COUNTY permission to perform various activities within a portion of the DEPARTMENT's Army Navy Drive right of way described in **Attachment C4**.
- h. Make quarterly payments to the COUNTY based on the established rate per lane mile and annual construction allocations for this additional mileage as

well as other additions pursuant to §33.1-23.5:1 beginning on the Transfer Date.

- i. Withhold maintenance payments for the entire section of Columbia Pike if the number of through travel lanes, as such phrase is hereinafter defined, is reduced to less than the number required by this Agreement, except during temporary lane closures related to construction, repair and maintenance.
- j. Maintain those portions of roadway, bridges, and other facilities within the Columbia Pike/Washington Boulevard (Route 27) interchange and within the intersection of Columbia Pike with Glebe Road (Route 120) in accordance with the DEPARTMENT's established guidelines for these areas and subtract mileage as appropriate from what is eligible for maintenance payment. A description of what will be maintained by VDOT is described in **Attachment D**.
- k. Make available to the COUNTY any readily available data, documents, agreements, records, and information that the DEPARTMENT and the COUNTY determines is needed concerning the matters which are the subject of this Agreement. Subject to available staffing and reimbursement, the DEPARTMENT will also cooperate with the COUNTY, and provide assistance in resolution of alleged or claimed property boundary questions, uncertainties or disputes related to, or concerning, the Property and abutting or adjacent property.

**The COUNTY shall:**

- a. Assume the same responsibilities for maintenance, construction and operations of the portions of Columbia Pike and the ancillary roads conveyed that it currently has for the other roads maintained as part of its local road system.
- b. Continue to provide, except during temporary lane closures related to construction, repair and maintenance, no less than two through travel lanes in each direction along Columbia Pike from South Joyce Street to South Jefferson Street, unless the COUNTY has received prior approval from the DEPARTMENT authorizing a reduction in the number of through travel lanes. For the purposes of this Agreement, the phrase "through travel lanes" shall mean lanes which: 1) are available for all modes of transportation, including without limitation, cars, trucks, buses, streetcars, and bicycles; and, 2) allow forward directional travel, but may allow turning movements.
- c. Maintain the new assets constructed as part of the Washington Boulevard/Columbia Pike Route 27/244 interchange modifications construction project that fall within the Columbia Pike right-of-way as shown

on the construction plans for project # 0027-000-V01, PE101, RW 201, C501, B601, B617, D602. Based on current plans, this will specifically include Columbia Pike roadway and sidewalks, all Washington Boulevard (Rt. 27) under bridge "wall-pack" lighting, bridge naming plates and aesthetic medallions on abutment walls, Columbia Pike roadway closed drainage system, one currently proposed new retaining wall to the extent that it is located within the Columbia Pike right of way and the County's easement for public street and utilities purposes behind the right of way abutting the Sheraton National Hotel at 900 South Orme Street (RPC# 2502456), and three (3) new traffic signals (that the County will receive payments for consistent with the COUNTY/DEPARTMENT traffic signal agreement).

**The PARTIES RESPECTIVELY FURTHER AGREE AS FOLLOWS:**

- a. The rights of way, bridges, easements, storm water management facilities and all appurtenances to rights of way that are to be conveyed shall be conveyed without warranty as is customary for the DEPARTMENT. The rights of way, bridges, easements, storm water management facilities will be conveyed by the DEPARTMENT to the COUNTY in "AS IS" condition.
- b. The COUNTY will complete, subject to the DEPARTMENT'S review, and provide to the DEPARTMENT certain right of way surveys of the Columbia Pike Right of Way, and related local roads as part of the COUNTY'S due diligence. While the DEPARTMENT makes no representation or warranty as to the survey plats, these survey plats will be used as a part of the Quitclaim Deed and other conveyance documents. The survey plats are entitled:
  - (i) "Plat Showing Permit Area for Public Street and Utilities Purposes at the Intersection of Columbia Pike and S. Glebe Road", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
  - (ii) "Plat Showing Permit Area for Public Street and Utilities Purposes at the Interchange of Columbia Pike and Washington Boulevard", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
  - (iii) "Plat Showing Permit Area for Public Street and Utilities Purposes Along a Portion of Army Navy Drive", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
  - (iv) "Plat Showing Permit Area for Public Street and Utilities Purposes and Existing Perpetual Easement from the United States of America (D.B. 2004 PG. 607) Along a Portion of S. Joyce Street", prepared by Robert

L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.

- (v) "Plat Showing Portions of the Columbia Pike and Army Navy Drive Rights of Ways Conveyed to Arlington County", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
  - (vi) "Plat Showing Area of Columbia Pike Right of Way to be Retained by the Commonwealth of Virginia at the Intersection of Columbia Pike and S. Glebe Road", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
  - (vii) "Plat Showing Area of Columbia Pike Right of Way to be Retained by the Commonwealth of Virginia at the Intersection of Columbia Pike and Washington Blvd", prepared by Robert L. Franca, Arlington Virginia Department of Environmental Services, Engineering and Capital Projects Division, dated May 24, 2010.
- c. The DEPARTMENT has provided readily available information, gathered at the request of the COUNTY, regarding Columbia Pike to the COUNTY. This information is assembled in a separate summary document entitled "Summary of Readily Available Information Concerning Columbia Pike," dated September, 1 2010. The DEPARTMENT does not provide any warranty for any of this information provided to the COUNTY and this summary is not incorporated into this Agreement.
- d. As of the Effective Date, the DEPARTMENT acknowledges that the DEPARTMENT has issued certain permits authorizing work to be performed, and/or structures and facilities to exist, within the Columbia Pike Right of Way. A current list of such permits that are readily known to the Department, and that continue to exist within the Columbia Pike Right of Way, on the Effective Date, is attached as **Attachment E**, without any express warranty. On or before the Transfer Date, the Department shall deliver to the COUNTY an updated, then current list of such permits, readily known to the DEPARTMENT, that continue to exist within the Columbia Pike Right of Way, on or before the Transfer Date, without any expressed warranty. Prior to the Transfer Date, the DEPARTMENT shall notify such permittees, in writing, that Columbia Pike is being transferred to the COUNTY'S local system, that the permits, along with the right of way will be under the operational responsibility of the COUNTY, and that the permittees may need to obtain a replacement permit through the COUNTY. The DEPARTMENT will release any and all sureties, bonds and letters of credits associated with DEPARTMENT issued permits upon notification from the permittee that a replacement permit through the COUNTY has been requested. Prior to the Transfer Date, the



DEPARTMENT shall provide to the COUNTY copies of all written notifications sent to such permittees. The COUNTY will recognize all prior approvals evidenced by existing DEPARTMENT issued open (active) VDOT Land Use permits listed in **Attachment E**. The COUNTY, however, will not be required to offer extensions of time for any of the existing permits or grant permission for any activities that are different than those previously approved by the DEPARTMENT.

- e. The COUNTY will recognize any plan previously approved by the DEPARTMENT prior to the Transfer Date. The Department and the COUNTY will develop a schedule for the transition of responsibility for the review of new site plans and permits to ensure a smooth transition of responsibility. For each VDOT Land Use permit application pending with the DEPARTMENT as of the Transfer Date, the DEPARTMENT will deliver to the COUNTY on the Transfer Date copies of all DEPARTMENT permit plan review documents concerning such application. The COUNTY will review and evaluate the DEPARTMENT'S documents during the COUNTY'S consideration of any subsequent County permit application submitted by the applicant to the COUNTY.
- f. In accordance with the Traffic Signal Agreement between the COUNTY and the DEPARTMENT dated March 16, 1977, the DEPARTMENT will provide payment to the COUNTY for its maintenance and operation of those signals maintained by the COUNTY on primary highways. After the Transfer Date, there will exist in the Columbia Pike Right of Way certain traffic signals described in **Attachment F** attached hereto, at primary highway intersections owned by the Commonwealth. The COUNTY will continue to receive compensation for maintaining those traffic signals consistent with the terms of the existing signal agreement.
- g. The DEPARTMENT will not initiate, authorize or begin any work on Columbia Pike after the Effective Date of this Agreement, except for emergency or routine maintenance work, unless requested to do so by the COUNTY and agreeable to the DEPARTMENT. Any work the COUNTY requests the DEPARTMENT to perform after the Transfer Date will be subject to available staffing and reimbursement
- h. Unless specifically stated elsewhere, this Agreement does not place any additional obligation on the COUNTY to maintain, repair or replace any structure or facility, or any portion thereof, not existing within the boundaries of the Property.
- i. All notices shall be in writing, addressed as provided below. All notices shall be made, and be deemed effective, when personally delivered, given by prepaid United States registered or certified mail, return receipt requested, addressee only, or given by overnight mail service, accepted by the

addressee or by an employee at the addressee's office. Notices may also be given to such other address or contact person as either party may direct in writing.

If to COUNTY:  
County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201.

With a copy to:  
Director, Transportation Division  
Department of Environmental Services  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 900  
Arlington, Virginia 22201

If to DEPARTMENT:  
District Administrator  
Northern Virginia District  
Virginia Department of Transportation  
14685 Avion Parkway, Suite 230  
Chantilly, Virginia 20151

- j. The Parties agree that their respective rights, duties and obligations under this Agreement do not, and shall not, merge into the Quitclaim Deed.
- k. All of the obligations of the Parties, as the case may be, under this Agreement are subject to the annual appropriation of funds by the General Assembly of Virginia and the County Board of Arlington County, as applicable, for the purpose of satisfying the payment and performance of such obligations.
- l. No provision of this Agreement shall be construed as either Party, explicitly or implicitly, agreeing to indemnify or hold harmless the other Party or any third persons or entities for liability of any nature.
- m. The obligation of the Parties pursuant to the provisions of this Agreement shall survive delivery and recordation of the Quitclaim Deed and other documents required to be delivered by this Agreement, unless otherwise specifically provided in this Agreement.
- n. The failure or delay by one Party to enforce its rights pursuant to this Agreement against the other Party shall not constitute a waiver of such rights.
- o. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to



maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the COUNTY shall not be bound by any agreements between the DEPARTMENT and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the COUNTY has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- p. The Parties mutually agree and acknowledge that in entering this Agreement that the individuals acting on behalf of the Parties are acting within the scope of their official authority and no breach or violation of the terms of this Agreement shall subject any official, officer, employee or agent of either party to any personal liability or consequence and no suit to enforce the terms and conditions of this agreement shall be brought against any such individual in his personal capacity by either party. The forgoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either party in a competent court of law.
- q. Unless otherwise provided herein, the Recitals and Exhibits are hereby incorporated into this Agreement.
- r. This Agreement contains the entire agreement of the Parties. No representations, inducements or agreements, oral or otherwise, between the Parties not contained in this Agreement shall be of any force or effect.
- s. This Agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia.
- t. The DEPARTMENT represents that the following statements, to the best of its knowledge and belief, but without warranty and without any independent review and verification, are true and accurate as of the as of the Effective Date of the Agreement:
  - 1. The DEPARTMENT has not received any written notice that it is in violation or default under any agreement with any third party, or under any judgment, order, decree, rule or regulation of any court, which violation or default concerns the ownership, maintenance, use of, and legal rights in the Property to be conveyed under this Agreement, including facilities and structures located within the boundaries thereof;
  - 2. There are no actions, suits, proceedings or claims affecting the DEPARTMENT'S ownership or title to any portion of the Property to be

conveyed to the COUNTY by the DEPARTMENT under this Agreement, or to the best of the DEPARTMENT'S knowledge, threatened in writing, pending, outstanding, or unresolved in or before any court, agency, commission, board, the Commonwealth, or the DEPARTMENT, concerning either title or the ownership of any portion of the Property to be conveyed to the COUNTY by the DEPARTMENT under this Agreement;

3. The DEPARTMENT has received no written notice that any portion of the Property to be conveyed to the COUNTY by the DEPARTMENT under this Agreement is in violation of applicable federal or state environmental, health, fire, or safety laws or regulations;
  4. The DEPARTMENT has not received written notice of, or written threat of, the permanent or temporary taking or condemnation of all or any portion of the Property to be conveyed to the COUNTY by the DEPARTMENT under this Agreement;
  5. The DEPARTMENT has received no written notice, of any threatened or actual claim or demand, which claim or demand remains unresolved for monetary payment or other relief, concerning, arising out of, or related to, the ownership or other legal interests in the Property to be transferred and conveyed.
- u. Unless specifically provided to the contrary elsewhere in this Agreement, each Party shall pay its financial obligations to third parties existing on, and arising after, the Effective Date.
  - v. Each Party shall bear its respective costs and expenses of negotiating, preparing and executing this Agreement and completing the transfer of the Property.
  - w. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If any provision of this Agreement or the application thereof shall be held invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions shall not be affected thereby.

This Agreement shall be effective on the date when it is executed by the Commissioner hereto ("**Effective Date**").

Nothing in this Agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.

The COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been agreed to by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

This Agreement, when properly executed, shall be binding upon both parties, their successors, and assigns.

This Agreement may be modified in writing by mutual agreement of both parties when such modification is executed by duly authorized individuals on behalf of such Parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

**COUNTY OF ARLINGTON, VIRGINIA:**

*Michael B. Brown*

9-28-2010

Michael B. Brown

Date

Typed or printed name of signatory

COUNTY MANAGER

Title

Approved as to form:

*AMM*

County Attorney

NOTE: The official signing for the COUNTY must attach a certified copy of his or her authority to execute this agreement.

**COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:**

*Margy A. Wheeler*

9/30/10

Commonwealth Transportation Commissioner  
Commonwealth of Virginia  
Department of Transportation

Date

*Caroleen Park*

9/30/10

Signature of Witness

Date

**List of Attachments:**

**Attachment A -** General Description of the Property Being Transferred

**Attachment B -** Quitclaim Deed

**Attachment C -** Agreement Granting Permission for COUNTY to Access Overlap Areas

- Attachment C1 - Land Use Permit Language for Glebe Road/Columbia Pike Intersection
- Attachment C2 - Land Use Permit Language for Washington Boulevard/Columbia Pike Interchange
- Attachment C3 – Land Use Permit Language for South Joyce Street
- Attachment C4 - Land Use Permit Language for Army Navy Drive

**Attachment D -** Description of What VDOT Will Maintain in Interchange/Intersection Areas

**Attachment E -** List of Open (Active) VDOT Land Use Permits at Time of Transfer

**Attachment F -** Traffic Signals along Columbia Pike that will be Covered Under County/VDOT Signal Agreement

## **ATTACHMENT A (General Description of the Property Being Transferred)**

1. All property rights, fee and easements, that the Commonwealth has acquired and possesses for Columbia Pike from the Fairfax County line to a point just northeast of the Columbia Pike - S. Joyce Street intersection.
  - a. Less and except, the intersection of Columbia Pike - S. Glebe Road (Route 120) and the west interchange of Columbia Pike - Washington Boulevard (Route 27), where the Commonwealth will retain ownership and grant the COUNTY land use permits.
  - b. Less and except, the east interchange of Columbia Pike - Washington Boulevard (Route 27), where the Commonwealth will retain ownership.
  - c. Less and except a temporary construction easement for the interchange improvement project at Columbia Pike and Washington Blvd (State Highway Project 0027-000-V01, RW-201).
  
2. All property rights, fee and easements, that the Commonwealth has acquired and possesses for South Joyce Street from the Columbia Pike - S. Joyce Street intersection to the S. Joyce Street - Army Navy Drive intersection.
  - a. Less and except, a section from a point just southeast of the Columbia Pike - S. Joyce Street intersection to a point just north of the Interstate Route 395 crossing of S. Joyce Street, where the Commonwealth only has a permanent easement from the United States of America.
  - b. Less and except, a section from a point just north of the Interstate Route 395 crossing of S. Joyce Street to a point just south of the Interstate Route 395 crossing of S. Joyce Street, where the Commonwealth will retain ownership and grant the COUNTY a land use permit.
  
3. All property rights, fee and easements, that the Commonwealth has acquired and possesses for that portion of Army Navy Drive shown on pages 6 and 7 of Exhibit A to Attachment B (Quitclaim Deed) of this Agreement.

The specific description of the Property, including the legal description to be used for the Quitclaim Deed, is set forth in Attachment B of this Agreement.

**ATTACHMENT B (Quitclaim Deed)**

Tax Map Parcel Number not assigned

**PREPARED BY VDOT  
UNDER SUPERVISION OF THE  
OFFICE OF THE ATTORNEY GENERAL**

**Exempt from Grantor and Recordation taxes under Va. Code  
Sections 58.1-811(C)(4) and 58.1-811(A)(3)**

**QUITCLAIM DEED**

THIS QUITCLAIM DEED ("Deed"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the COMMONWEALTH OF VIRGINIA, acting by and through the Commonwealth Transportation Commissioner, Grantor, and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic (the "County"), Grantee.

**WITNESSETH:**

WHEREAS, this conveyance is authorized in accordance with: the provisions of §33.1-149 and §33.1-154 of the Code of Virginia (1950), as amended: the request of the County contained in a resolution passed by the County at its regular meeting held on the 14th day of July, 2009; and a resolution duly adopted by the Commonwealth Transportation Board at a meeting thereof held on the 15th day of September, 2010, and recorded in the minutes of the said meeting.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby release, remise

and quitclaim unto the Grantee all of Grantor's right, title, and interest in and to the hereinafter described land, permanent easements, and property interests, all of which lie or exist in Arlington County, Virginia, and which collectively constitute portions of the Columbia Pike and Army Navy Drive right of ways, as follows:

1. All of that portion of State Route 244 (Columbia Pike), and all property interests, without limitation, as collectively shown on: a) an unrecorded plat entitled "Plan and Profile of Proposed State Highway Arlington and Fairfax Cos. From 0.186 Mi. of Int. Rt. 9 to Int. Rt. 236 at Annandale", prepared by the Commonwealth of Virginia Department of Highways and Transportation, dated August 20, 1940, which plat is on file with the Commonwealth of Virginia, Department of Transportation; and b) the plats and plans for State Highway Projects 1148 A-1; 1148 A-2; 1148 A-3; 2500-01; 2500-06-08-09; 2500-04; 2500-03; 0244-000-105, RW-201; 0244-000-106, RW-201; 0244-000-V08, RW-201, all on file with the Commonwealth of Virginia, Department of Transportation, and recorded in the State Highway Plat Books among the land records of the Circuit Court of Arlington County, Virginia ("Land Records"), including, as to a) and b) above, all of the lands, permanent easements, and property interests, without limitation, acquired by the Grantor lying on both sides of the centerline of State Route 244 (Columbia Pike) between the left and right limits of the right of way lines of State Route 244 (Columbia Pike), being of varying width, between approximate Station 57+57.5 and approximate Station 212+65, including connections to various streets, and terminating at the Arlington/Fairfax County Line; and all lands, permanent easements, and property interests in such portion of State Route 244 (Columbia Pike), between such Stations, acquired by the Grantor, and its predecessors in title or interest, arising by continued public use of such lands as a public road; continued working thereof by public road officials; or by operation of law;

AND BEING all of the lands, permanent easements, and property interests acquired by the Grantor between said Stations as successor in title and interest in lands owned by the Columbia Turnpike Company for a portion of what is known as the Columbia Turnpike; AND FURTHER BEING all of the lands, permanent easements and property interests acquired by Grantor between said Stations for the referenced projects, from various parties, as evidenced by certain deeds, orders, certificates and other instruments listed on the Right of Way Conveyance Report dated May 24, 2010, attached hereto, to be recorded herewith and made a part of this conveyance; and



LESS AND EXCEPT AND RESERVING SOLELY UNTO THE GRANTOR, those lands in fee and easements located at the intersection of Route 244 (Columbia Pike) and Route 120 (S. Glebe Road), lying on both sides of the Route 244 (Columbia Pike) centerline from approximate Station 123+77 to approximate Station 124+50, being the same area shown on the plat dated April 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services, Capital Projects Division, entitled "Plat Showing Area of Columbia Pike Right of Way to be Retained by the Commonwealth of Virginia at the Intersection of Columbia Pike and S. Glebe Road", designated as Exhibit B, attached hereto and incorporated herein by reference, and recorded simultaneously herewith; and

LESS AND EXCEPT AND RESERVING SOLELY UNTO THE GRANTOR, those lands in fee and easements located on both sides of the Route 244 (Columbia Pike) centerline from approximate Station 63+65 to approximate Station 72+95, being the same area shown on the plat dated April 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services, Capital Projects Division, entitled "Plat Showing Area of Columbia Pike Right of Way to be Retained by the Commonwealth of Virginia at the Intersection of Columbia Pike and Washington Blvd", designated as Exhibit C, attached hereto and incorporated herein by reference, and recorded simultaneously herewith.

2. All of the lands, permanent easements and property interests, without limitation, as shown on the plans for Route 120 (Glebe Road), State Highway Project 2400-01 on file with the Commonwealth of Virginia, Department of Transportation and recorded in the State Highway Plat Books among the Land Records, lying on both sides of the centerline of Route 244 (Columbia Pike), between the left and right limits of the right of way lines of Route 244 (Columbia Pike); and all lands, permanent easements, and property interests in such portion of State Route 244 (Columbia Pike) acquired by the Grantor, and its predecessors in title or interest, arising by continued public use of such lands as a public road; or continued working thereof by public road officials; or by operation of law;

AND BEING a portion of the lands, permanent easements and property interests acquired by the Grantor for public street purposes from various parties as evidenced by certain deeds, orders, certificates and other instruments listed on the Right of Way Conveyance Report, dated March 12, 2010, attached hereto, to be recorded herewith and made a part of this conveyance; and,

LESS AND EXCEPT AND RESERVING SOLELY UNTO THE GRANTOR, those lands in fee and easements located at the intersection of Route 244 (Columbia Pike) and Route 120 (S. Glebe Road), lying on both sides of

the Route 244 (Columbia Pike) centerline from approximate Station 123+77 to approximate Station 124+50, being the same area shown on the plat dated April 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services, Capital Projects Division, entitled "Plat Showing Area of Columbia Pike Right of Way to be Retained by the Commonwealth of Virginia at the Intersection of Columbia Pike and S. Glebe Road", designated as Exhibit B, attached hereto and incorporated herein by reference, and recorded simultaneously herewith;

3. All of the lands, permanent easements and property interests, without limitation, constituting that portion of Route 244 (Columbia Pike), as shown on a plat dated May 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services, Capital Projects Division, attached to this Deed, designated as Exhibit A, attached hereto and incorporated herein by reference, and recorded simultaneously herewith, entitled "Plat Showing Portions Of The Columbia Pike and Army Navy Drive Rights of Ways Conveyed to Arlington County", including all the lands, permanent easements and property interests of the Grantor lying on both sides of the centerline of Route 244 (Columbia Pike) between the left and right limits of the right of way lines of Route 244 (Columbia Pike), being of varying width, from approximate Station 57+57.5 to Station 35+05, including connections to various streets; and all lands, permanent easements, and property interests in such portion of State Route 244 (Columbia Pike) acquired by the Grantor, and its predecessors in title or interest, arising by continued public use of such lands as a public road; or continued working thereof by public road officials; or by operation of law;

AND BEING all of the lands, permanent easements, and property interests acquired by the Grantor between said Stations as successor in title and interest in lands owned by the Columbia Turnpike Company for a portion of what is known as the Columbia Turnpike; AND FURTHER BEING all of the lands, permanent easements and property interests acquired by Grantor between said Stations from various parties, as evidenced by certain deeds, orders, certificates and other instruments listed on the Right of Way Conveyance Report, dated May 24, 2010, attached hereto, to be recorded herewith and made a part of this conveyance;

4. All of the lands, permanent easements and property interests, without limitation, constituting that portion of Army Navy Drive shown on , Exhibit A including all the lands, permanent easements and property interests of the Grantor lying on both sides of the centerline of Army Navy Drive, between the left and right limits of the existing right of way lines, being of varying width and including connections to various streets, from approximate Station 126+64 to approximate Station 132+65, and lying

south of the existing right of way line of Army Navy Drive between the left limits of existing right of way and the Grantee's existing right of way, being of varying width, from approximate Station 132+65 to approximate Station 144+00; and a portion of the right of way from approximate Station 144+00 to approximate Station 147+65 as depicted on Exhibit A.

LESS AND EXCEPT AND RESERVING SOLELY UNTO THE GRANTOR, those lands in fee and easements located on the portion of Army Navy Drive described above in this Section 4 and shown on Exhibit A hereto as "Portion of Army Navy Drive Hereby Retained by the Commonwealth of Virginia".

AND BEING a portion of the lands acquired by the Grantor from United States of America by deed dated January 31, 1967, recorded in Deed book 1641, Page 366, recorded in the Land Records;

FURTHER RESERVING, HOWEVER, unto the use of the Grantor or party of the first part, its successors or assigns, a temporary right and easement to use for construction purposes for Route 27 State Highway Project 0027-000-V01, RW-201; being shown on the plans for Route 244 (Columbia Pike), State Highway Projects 1148 A-1; 2500-03; 0244-000-105, RW-201; and 0244-000-V08, RW-201; and as shown on Exhibit A, from approximate Station 93+00 to approximate Station 36+00, all the lands and permanent easements lying on both sides of the centerline of Route 244 (Columbia Pike). Said temporary construction easement shall terminate at such time as the construction of the aforesaid project is complete.

It is understood and agreed by and between the Grantor and Grantee, that this conveyance is subject to any right, privilege, or easement of record encumbering the herein described lands or easements, whether located above, upon, or under the surface.

Pursuant to Section 15.2-1803 of the Code of Virginia (1950), as amended, this Deed is accepted by the County as indicated by the signature of a person authorized to act on behalf of the County.

IN WITNESS HEREOF, the Commonwealth of Virginia, acting by and through Gregory A. Whirley, Commonwealth Transportation Commissioner, has caused this Deed to be executed in his name as of the day, month and year first above written.

*[Signatures appear on the following pages]*

COMMONWEALTH OF VIRGINIA

BY \_\_\_\_\_ (SEAL)  
Commonwealth Transportation Commissioner

COMMONWEALTH OF VIRGINIA  
City of Richmond, To-Wit:

I, \_\_\_\_\_, a Notary Public in and for the Commonwealth of Virginia at Large, do certify that Gregory A. Whirley, Commonwealth Transportation Commissioner, whose name is signed to the foregoing writing bearing date on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, has acknowledged the same before me.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Affix Stamp for Notary ID and Commission Expiration Date:

THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA

BY \_\_\_\_\_  
(SEAL)

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

City/County/Town of \_\_\_\_\_, To-Wit:

I, \_\_\_\_\_, a Notary Public in and for the Commonwealth  
of Virginia at Large, do certify that \_\_\_\_\_,  
the \_\_\_\_\_ of the Arlington County, Virginia, a body corporate  
and politic, whose name is signed to the foregoing writing bearing date on the \_\_\_\_\_  
day of \_\_\_\_\_, 2010, has acknowledged the same before me.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Affix Stamp for Notary ID and Commission Expiration Date:

APPROVED AS TO FORM:

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

Virginia Department of Transportation  
Right of Way Conveyance Report  
May 24, 2018

Parcel	Last Name	First Name	Instrument	Doc Date	08	19	19	19	Comment
<b>State Highway Project 1148 A-1</b>									
22	Richardson	Rachel J.	Deed	05/21/1941	550	123			Info provided by R/W Data Sheet
24	Palmer	Lorenzo J.	Deed	05/21/1941	560	122			Info provided by R/W Data Sheet
40	Forca	Harry	Deed	07/07/1941	560	126			Info provided by R/W Data Sheet
41	Tapley	Gladys	Deed	02/23/1948	752	231			Info provided by R/W Data Sheet
43	Corbett	S. Munson	Deed	10/25/1940	537	381			Info provided by R/W Data Sheet
44	Corbett	S. Munson	Deed	10/25/1940	537	384			Info provided by R/W Data Sheet
<b>State Highway Project 1148 A-2</b>									
3	Clardy	Warren B.	Deed	01/13/1942	572	335			Info provided by R/W Data Sheet
4	Cannon	Florence E.	Deed	08/07/1940	528	220			Info provided by R/W Data Sheet
5	Hall	Elizabeth W.	Deed	10/24/1940	523	63			Info provided by R/W Data Sheet
6	Butler	Lester L.	Deed	09/07/1940	528	233			Info provided by R/W Data Sheet
7	Powarth	Margaret	Deed	09/07/1940	528	221			Info provided by R/W Data Sheet
8	Craig	John M. and Ida L.	Deed	10/24/1940	546	452			Info provided by R/W Data Sheet
9	Fahmy	Roy B.	Deed	09/07/1940	528	232			Info provided by R/W Data Sheet
10	Tapp	Margaret S.	Deed	09/07/1940	528	230			Info provided by R/W Data Sheet
11	Parler	Charles G.	Deed	09/07/1940	528	229			Info provided by R/W Data Sheet
12	Gloth	William C.	Deed	10/25/1940	537	378			Info provided by R/W Data Sheet
12	Gloth	William C.	Deed of Correction	09/19/1956	1233	397			Info provided by R/W Data Sheet
13	Palmer	Lillie	Deed	10/24/1940	523	132			Info provided by R/W Data Sheet
14	Pepper	Virginia D.	Deed	09/12/1940	537	378			Info provided by R/W Data Sheet
15	Sims	Mary P.	Deed	10/25/1940	537	378			Info provided by R/W Data Sheet
16	Palmer	Estler M.	Deed	10/24/1940	523	131			Info provided by R/W Data Sheet
19	DeLashmud	Thomas	Deed	10/24/1940	523	280			Info provided by R/W Data Sheet
20	Richmond	Marion and Grace L.	Deed	09/07/1940	526	227			Info provided by R/W Data Sheet
21	Bicknell	George A.	Deed	09/07/1940	528	223			Info provided by R/W Data Sheet
22	Watson	David A.	Deed	09/07/1940	528	226			Info provided by R/W Data Sheet
23	Head	James W.	Deed	10/24/1940	532	7			Info provided by R/W Data Sheet
25	Berham	Elizabeth D. and Elsie	Deed	09/12/1940	528	237			Info provided by R/W Data Sheet
26	Arnell	Calvin J.	Deed	10/24/1940	528	538			Info provided by R/W Data Sheet
28	Arlington Ice and Fuel Co., Inc.		Deed	10/24/1940	523	205			Info provided by R/W Data Sheet
29	Arlington Ice and Fuel Co., Inc.		Deed	03/25/1941	542	553			Info provided by R/W Data Sheet
30	Fraiwald	Herman G. and Elvira N.	Deed	10/25/1940	560	105			Info provided by R/W Data Sheet
31	Brown	Garnd	Certificate	11/01/1941					Copy of Document Provided
31	Brown	Caroline V.	Order	04/17/1943	619	293			Copy of Document Provided
32	Scanland	Mary Virginia	Deed	10/24/1940	523	452			Info provided by R/W Data Sheet
33	Payne	Milton B.	Deed	12/04/1940	537	375			Info provided by R/W Data Sheet
34	Dwyer	Ella V.	Deed	09/07/1940	528	224			Info provided by R/W Data Sheet
35	Sutton	Mary	Certificate	11/01/1941					Copy of Document Provided
35	Sutton	Mary	Order	04/17/1973	619	291			Copy of Document Provided
36	Eppert	Ernest F.	Deed	09/07/1940	528	236			Info provided by R/W Data Sheet
37	Howard	James F.	Deed	10/24/1940	524	206			Info provided by R/W Data Sheet
38	Offutt	Grace A.	Deed	09/18/1941	550	293			Info provided by R/W Data Sheet
<b>State Highway Project 2598-91, 2628-92</b>									
1	Hurley	Wilson P. and Norma F	Deed	09/12/1951	1025	471			Info provided by R/W Data Sheet
2	Magnolia Gardens Inc								COO Condemning - Info provided on R/W Data Sheet
3	Hurley	Wilson P. and Norma F	Deed	09/19/1950	971	179			Info provided by R/W Data Sheet
4	Howard	James F.	Deed	04/08/1952	1059	519			Info provided by R/W Data Sheet
5	Hope	W. B., Jr.	Deed	06/19/1950	971	177			Info provided by R/W Data Sheet
6	Greenbrier Apartments Inc.		Deed	06/19/1950	971	181			Info provided by R/W Data Sheet
7	Garcia	Roman P. and Harriet	Deed	10/30/1951	1030	391			Info provided by R/W Data Sheet
8	Hurley	Wilson P.	Deed	06/19/1950	971	170			Info provided by R/W Data Sheet
9	Goins	Iona B.	Certificate	10/18/1951					Copy of Document Provided
9	Goins	Iona B.	Order						Copy of Document Provided
10	Kaldenbeck	Matilda Klein	Deed	11/13/1953	1148	561			Info provided by R/W Data Sheet
10	Kaldenbeck	Mary Evangeline	Deed	04/05/1960	1401	554			Info provided by Arlington County
14	Grabman	Annie	Deed	05/19/1954	1152	298			Info provided by R/W Data Sheet
15	McMillin	Clifton C.	Deed	06/19/1950	1037	174			Info provided by R/W Data Sheet
16	Smith	Howard W. and B.M	Deed	12/07/1954	1181	144			Info provided by R/W Data Sheet
17	Miller	Nicholas C.	Deed	06/23/1956	1224	160			Copy of Document Provided
<b>State Highway Project 2598-93</b>									
	Perks	Margaret S.	Deed	04/02/1956	1243	354			
	Washburn	Lester A.							
	Eggleston	John W.							
	The Manhattan Corp. of Virginia								
	Gulf Oil Company		Deed	05/02/1956	1198	480	2	121	Copy of Document Provided
	Gulf Oil Company		Easement	05/27/1958	1328	537			
	Gulf Oil Company		Order	06/02/1958	1372	300			
	Gulf Oil Company		Certificate	12/01/1972	1804	328			
	Gulf Oil Company		Final Order	03/27/1974	1855	443			RE 1804-328
	Smith	B.M.	Deed	12/17/1964	1180	93			
	Smith	B.M.	Deed	12/28/1964	1181	144			
	Smith	B.M.	Deed	07/06/1956	1208	470			
	Smith	B.M.	Misc	08/09/1973	1833	350			
	Smith	B.M.	Misc	08/09/1973	1833	353			
	Smith	B.M.	Certificate	11/25/1985	2197	1803	10	332-334	
	Smith	B.M.	Order						
	Smith	B.M.	Certificate	11/25/1985	2197	1806	10	335-336	
	Smith	B.M.	Order						



Virginia Department of Transportation  
 Right of Way Conveyance Report  
 May 24, 2010

Parcel	Last Name	First Name	Instrument	Doc Date	DB	PG	PG	PG	Comment
	Smith	B.M.	Certificate	12/15/1988	2249	1684	10	381-382	Amends 1833-353
	Smith	B.M.	Order						
	Smith	B.M.	Certificate	12/15/1988	2249	1688	10	383-384	Amends 1833-360
	Smith	B.M.	Order						
	Smith	B.M.	Deed	04/06/1988	2321	493	10	427-429	
<b>State Highway Project 2500-04</b>									
1	Stein	A. & Ethel	Agreement	02/09/1958	1242	259			Info provided by R/W Data Sheet
2	Arlington Presbyterian Church		Agreement	01/25/1958	1242	253			Info provided by R/W Data Sheet
3	Brenner, et al	Hymale	Agreement	01/30/1958	1242	257			Info provided by R/W Data Sheet
4	Sales	Robert C & Rose S.	Agreement	01/31/1958	1242	255			Info provided by R/W Data Sheet
5	Christerson	Howard	Agreement	01/27/1958	1242	234			Info provided by R/W Data Sheet
6	Greater Eastern Holding Co.		Agreement	01/28/1958	1248	524			Info provided by R/W Data Sheet
7	Hall	Elizabeth W. and Nutter	Certificate	08/14/1957					Copy of Document Provided
7	Hall	Elizabeth W. and Nutter	Order	08/21/1958	1338	450			Info provided by R/W Data Sheet
8	Head	James W.	Agreement	01/30/1958	1242	230			
<b>State Highway Project 2500-08, 08, 09</b>									
2	Shoreham Investment Company		Deed	11/04/1957	1307	37			Info provided by R/W Data Sheet
	Ralsuin	Stanley	Deed of Exchange	08/01/1958	1285	401			Copy of Document Provided
<b>State Highway Project 0244-000-105, RW-201</b>									
1	Estelle H. Lindsey		Deed	12/08/1974	1874	692			
<b>State Highway Project 0244-000-108, RW-201</b>									
1	Geneva Management Inc.		Deed	12/18/1990	2458	744			
<b>State Highway Project 0244-000-V08, RW-201</b>									
1	Johnson	Evangelina	Deed	02/09/1898	2878	1213	11	220	Copy of Document Provided
<b>State Highway Project 528 A C</b>									
125	Gray	Bertha	Deed	01/09/1932	331	122			Info provided by R/W Data Sheet
135	Force	Harry	Deed	03/07/1931	320	490			Info provided by R/W Data Sheet
<b>State Highway Project 2400-01, 829-CR2</b>									
1	Stone	Pguline Keller	Deed	05/16/1950	948	182			Copy of Document Provided.
2	Eckhaus	Hyman	Deed	07/19/1949	899	31			Copy of Document Provided.
3	Beuseman's Service Inc.		Deed	03/17/1950	923	152			Copy of Document Provided.
4	Strickland	Ada M.	Deed	05/19/1950	940	548			
106	Brewer	Jonathan H.	Deed	07/19/1848	882	348			Copy of Document Provided
107	Spangler	Ernest	Deed	07/19/1949	894	517			Copy of Document Provided
108	Stein	Abe	Deed	04/03/1951	992	49			Info provided by R/W Data Sheet
<b>State Highway Project 0095-000-101, RW-201</b>									
118	Pentagon Plaza		Deed	08/29/1977	1949	141	9	820	Copy of Document Provided
126, 127	Pentagon Tract Development		Certificate	03/03/1972	1778	495	9	303	Copy of Document Provided
126, 127	Pentagon Tract Development		Order	01/24/1977	1939	1351			
128	1400 Eads Street Development		Deed	08/29/1977	1949	481	9	622	Copy of Document Provided
141	Watson Jr.	James A.	Deed	04/01/1975	1888	539	9	585	Copy of Document Provided
142	Stone	John A.	Deed	12/31/1970	1743	598	9	153	Copy of Document Provided
143	1101 Eads Street Inc.		Deed	04/17/1975	1888	232	9	545	Copy of Document Provided
164	Arns Eads, Inc.		Deed	08/29/1977	1949	487	9	625	Copy of Document Provided
<b>State Highway Project 8895-000-103-RW-201</b>									
	United States of America		Deed	01/31/1967	1642	366			Copy of Document Provided



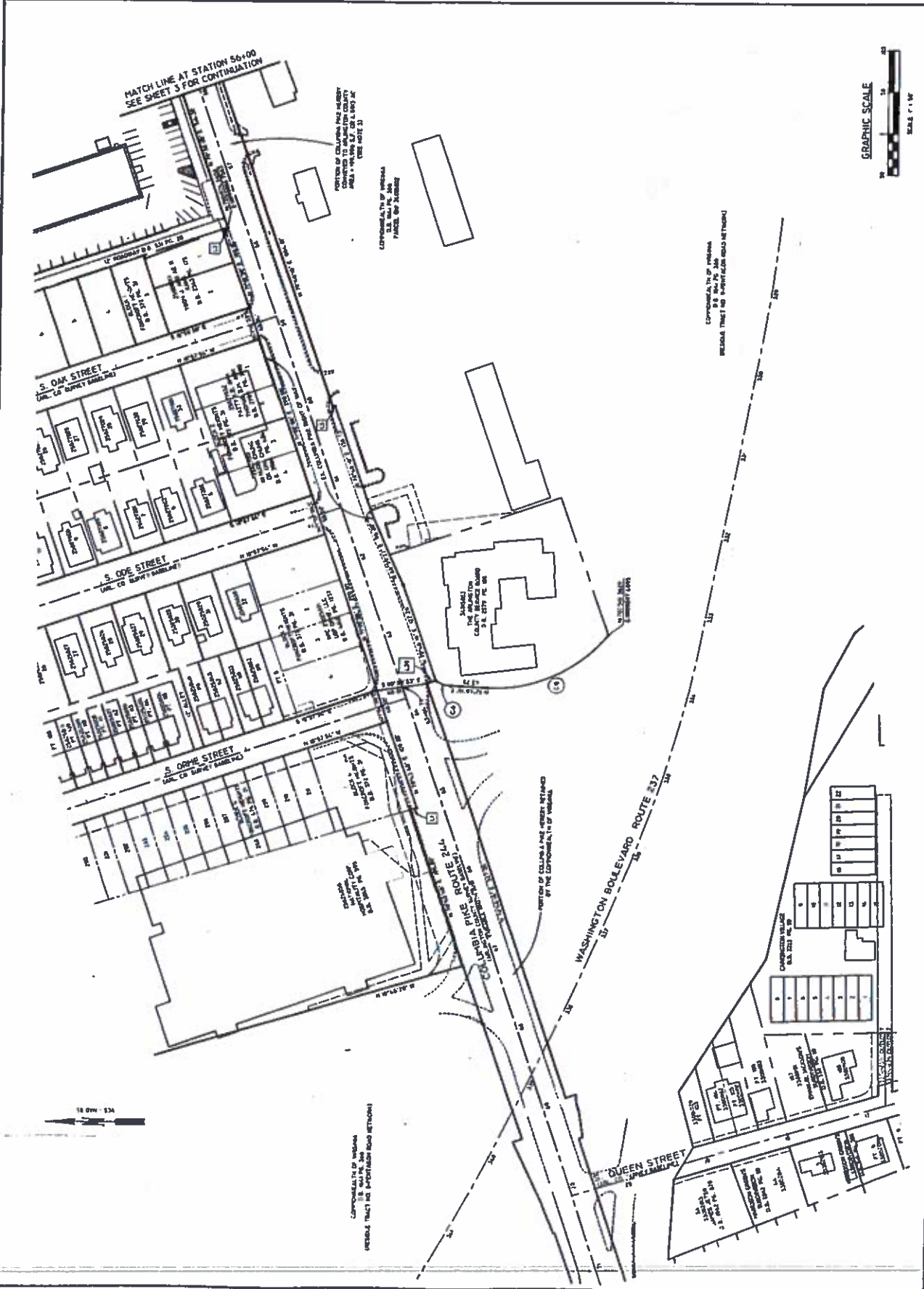




Design	_____
Approved	_____
Checked	_____
Reviewed	_____
Date	_____

ARLINGTON COUNTY, VIRGINIA  
 PORTIONS OF THE COLUMBIA PIKE AND  
 ARMY NAVY DRIVE RIGHTS OF WAYS  
 CONVEYED TO ARLINGTON COUNTY  
 PLAT SHOWING  
 EXHIBIT A

Designed By: \_\_\_\_\_  
 Checked By: \_\_\_\_\_  
 Meter Utility Transmitted to: \_\_\_\_\_  
 Planning & Construction Division  
 Public Administration Section  
 Phone: 703-243-2200  
 Printed by: Dinkels  
 Scale: As Shown





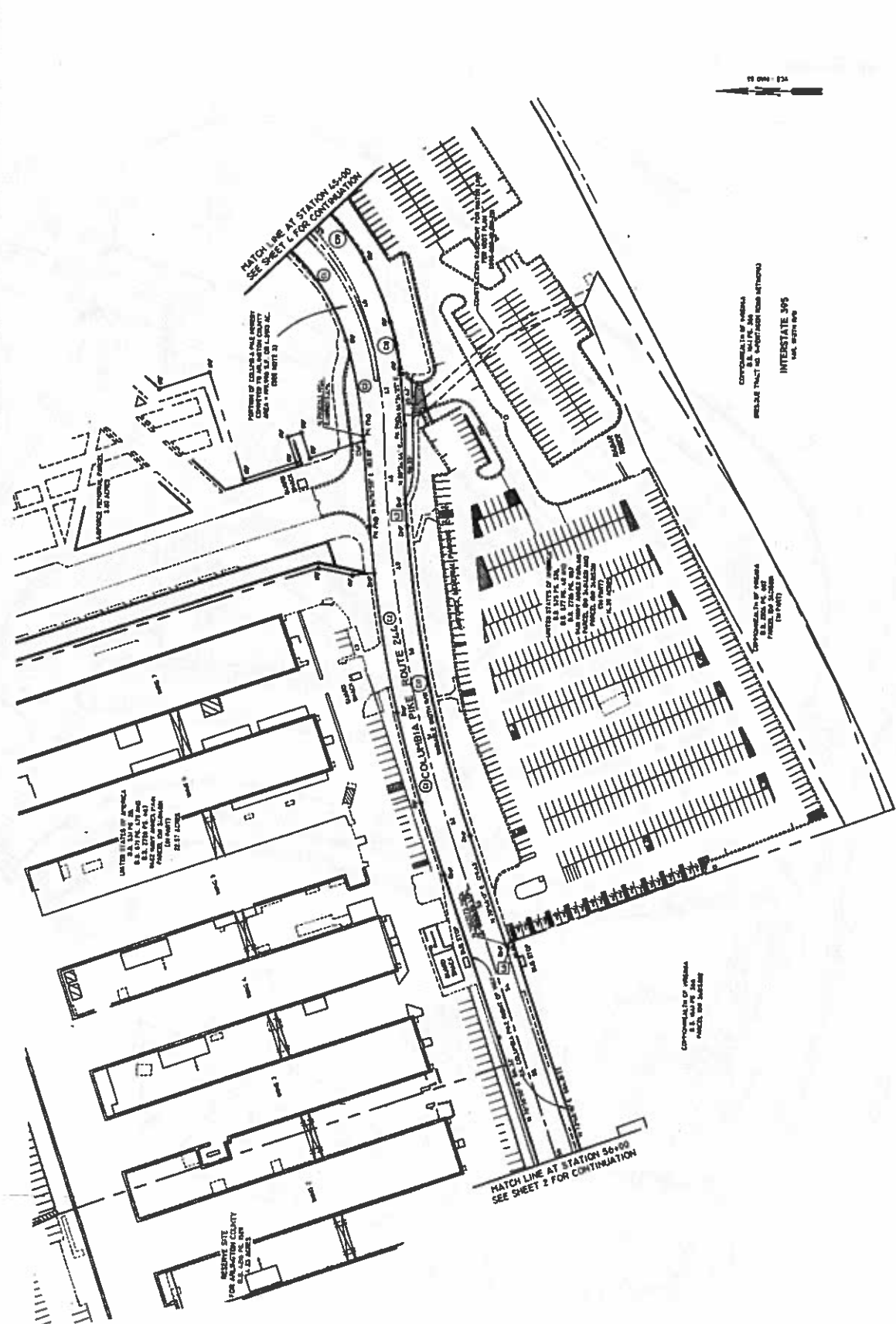
**DEPARTMENT OF ENVIRONMENTAL SERVICES**  
 Planning & Land Use Division  
 1100 North Glebe Road  
 Arlington, VA 22202  
 Phone: 703-243-3000  
 Fax: 703-243-3000



Applicant:	Date:
Project Name:	Project No.:
Project Location:	Project Status:
Project Description:	Project Phase:
Project Budget:	Project Start:
Project End:	Project Completion:

**EXHIBIT 'A'**  
**PLAT SHOWING**  
**PORTIONS OF THE COLUMBIA PIKE AND**  
**ARMY NAVY DRIVE RIGHTS OF WAYS**  
**CONVEYED TO ARLINGTON COUNTY**  
 ARLINGTON COUNTY, VIRGINIA

Drawn by: [Name]  
 Checked by: [Name]  
 Title: [Title]  
 Date: [Date]  
 Scale: [Scale]



CONVEYANCE OF ARMY NAVY DRIVE TRACT AS AMPLIFIED FROM RECORDS INTERSTATE 395  
 1967, 1970 AND 1971

CONVEYANCE OF ARMY NAVY DRIVE TRACT AS AMPLIFIED FROM RECORDS INTERSTATE 395  
 1967, 1970 AND 1971

CONVEYANCE OF ARMY NAVY DRIVE TRACT AS AMPLIFIED FROM RECORDS INTERSTATE 395  
 1967, 1970 AND 1971



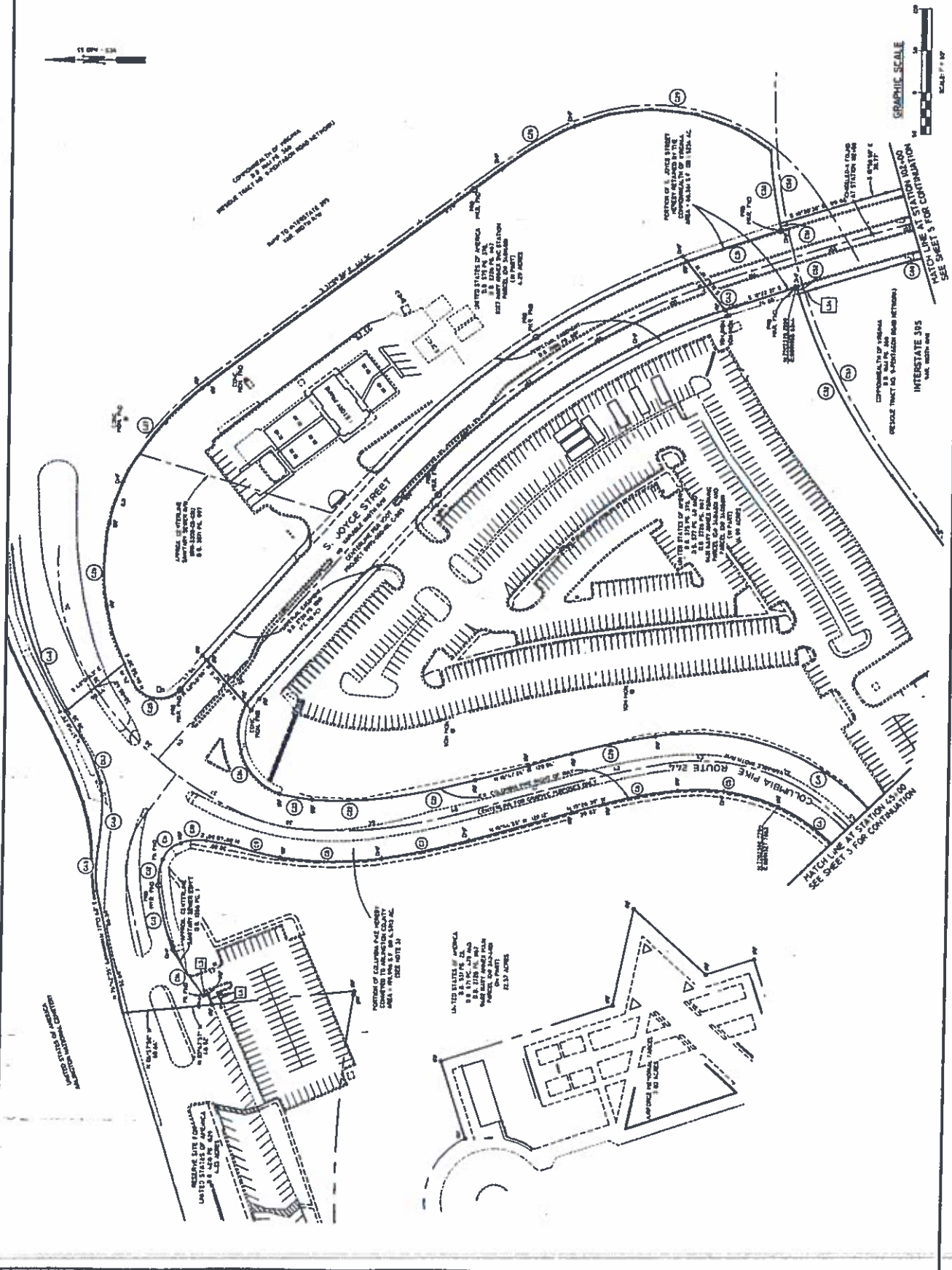
**ARLINGTON VIRGINIA**  
 DEPARTMENT OF ENVIRONMENTAL SERVICES  
 Department of Environmental Services  
 1700 Columbia Pike, Suite 100  
 Arlington, Virginia 22204  
 Phone: 703-246-3000  
 Fax: 703-246-3000



Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_  
 Checked: \_\_\_\_\_  
 Inspected: \_\_\_\_\_  
 Title: \_\_\_\_\_

ARLINGTON COUNTY, VIRGINIA  
 ARMY NAVY DRIVE RIGHTS OF WAYS  
 CONVEYED TO ARLINGTON COUNTY  
 PORTIONS OF THE COLUMBIA PIKE AND  
 FLAT SHOWING  
 EXHIBIT A

Drawn: \_\_\_\_\_  
 Checked: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Scale: \_\_\_\_\_





Date:	
Applicant:	
Project Name:	
Project Location:	
Project Description:	
Project Status:	
Project Owner:	
Project Manager:	
Project Engineer:	
Project Designer:	
Project Checker:	
Project Approver:	

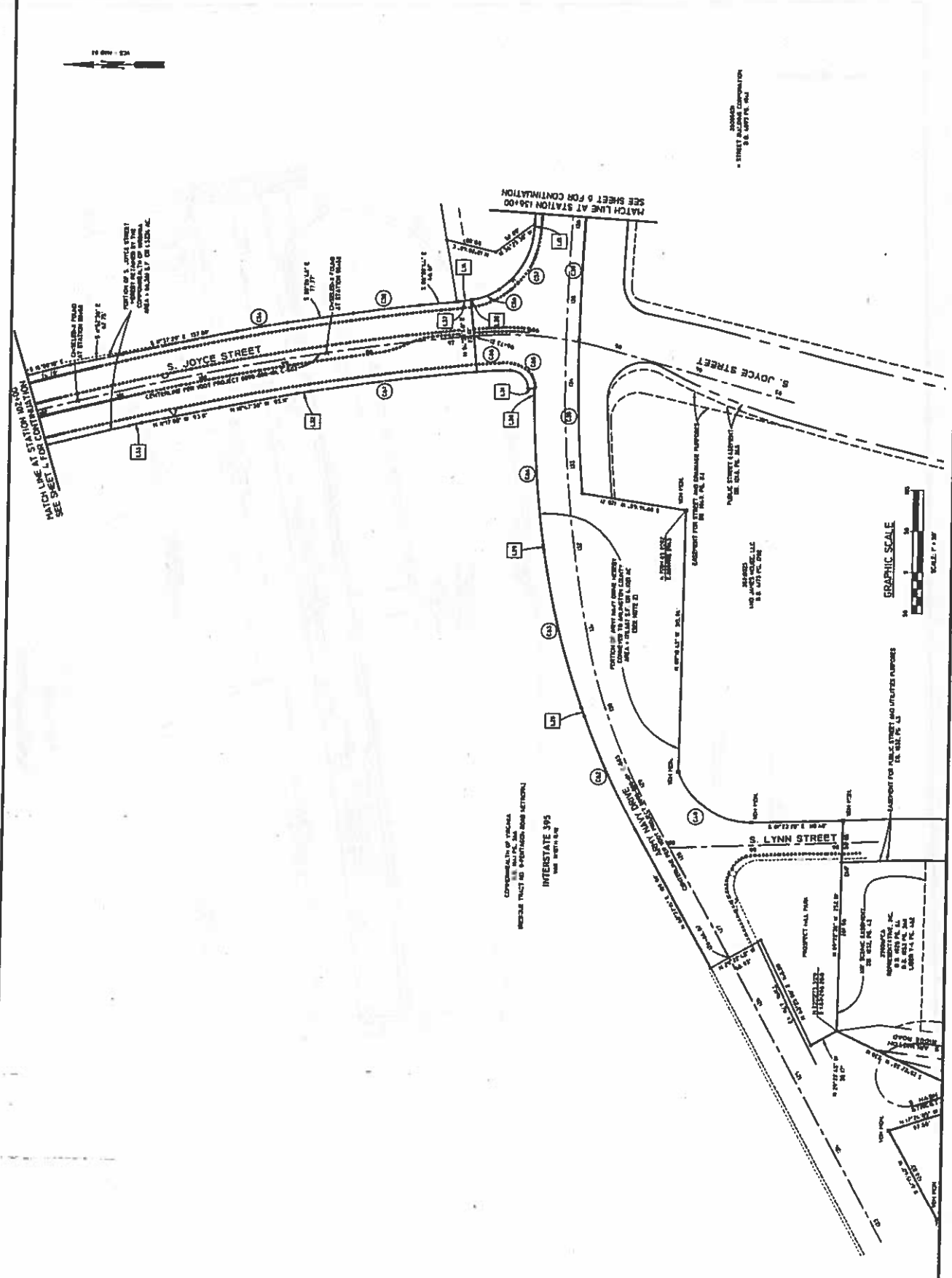
ARLINGTON COUNTY, VIRGINIA

**PORTIONS OF THE COLUMBIA PIKE AND ARMY NAVY DRIVE RIGHTS OF WAYS**

PLAT SHOWING

EXHIBIT A

Designed by: [Name]  
 Drawn by: [Name]  
 Checked by: [Name]  
 Approved by: [Name]  
 Date: [Date]







ARLINGTON  
FIELD NO. 1



DEPARTMENT OF  
ENVIRONMENTAL SERVICES

Engineering & Construction Services  
1000 Commonwealth Blvd., Suite 100  
Arlington, VA 22202  
Phone: 703.222.2222

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

DESIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

DRAWN: \_\_\_\_\_ DATE: \_\_\_\_\_

CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT: ARMY NAVY DRIVE CONVERSION

ARLINGTON COUNTY, VIRGINIA

PORTIONS OF THE COLUMBIA PIKE AND  
ARMY NAVY DRIVE RIGHTS OF WAYS  
CONVEYED TO ARLINGTON COUNTY

EXHIBIT A  
PLAN SHOWING

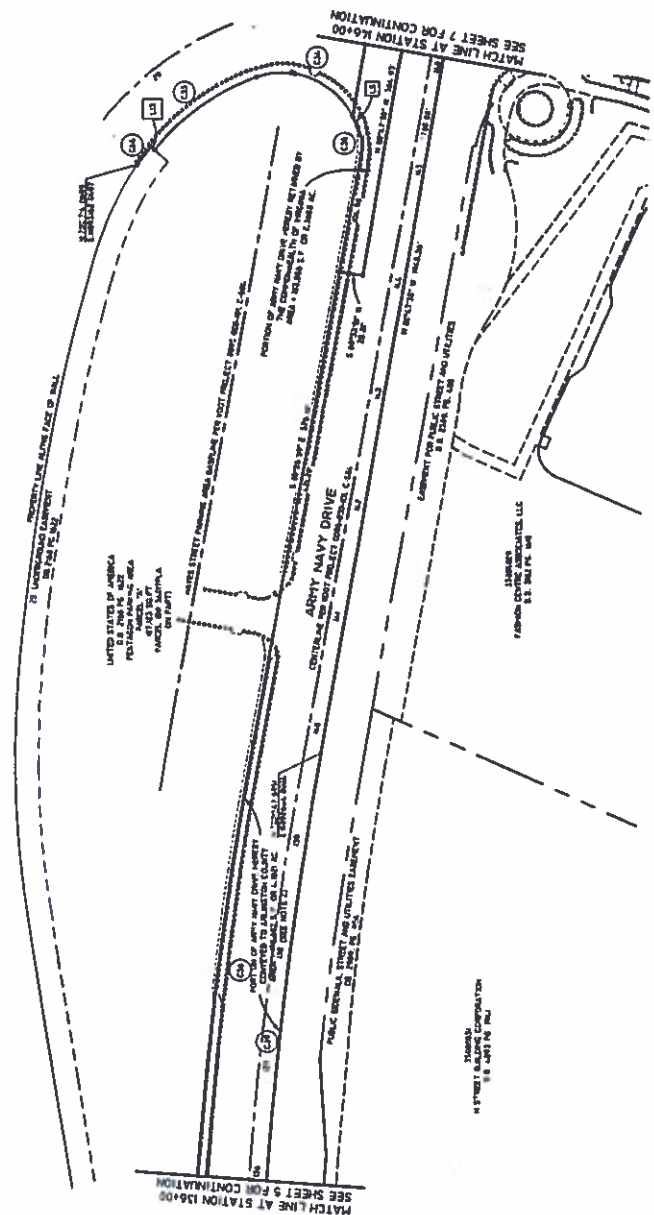
Drawn: \_\_\_\_\_  
Checked: \_\_\_\_\_  
Title: \_\_\_\_\_  
Scale: \_\_\_\_\_

Project: ARMY NAVY DRIVE  
Printed by: DYNALOG  
Scale: AS SHOWN



CONVEYED TO ARLINGTON COUNTY  
BY DEED OF CONVEYANCE  
RECORDED IN THE PUBLIC RECORDS OF  
ARLINGTON COUNTY, VIRGINIA

INTERSTATE 395  
LAW 1077.00





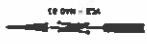
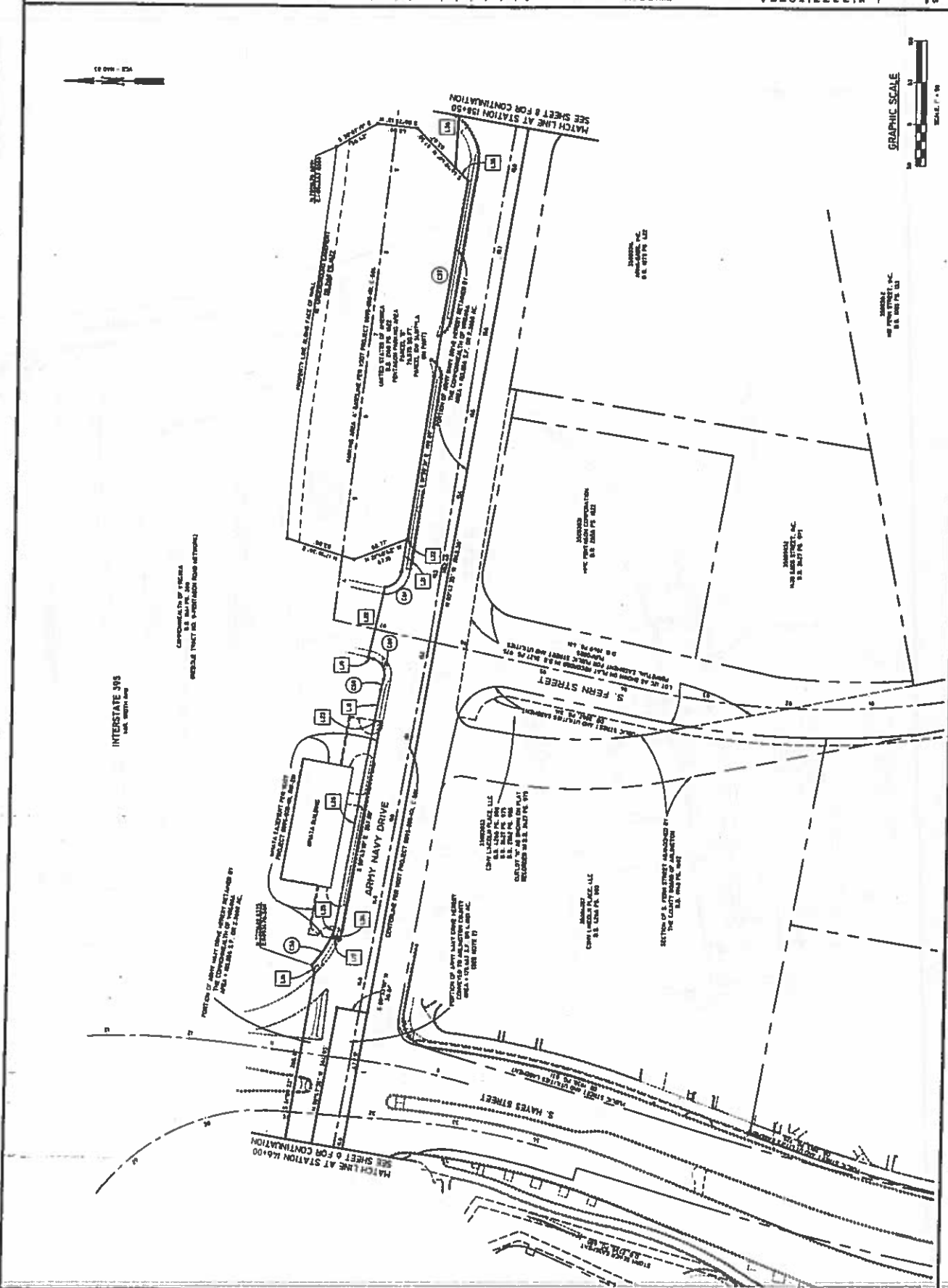
Drawn	
Checked	
Approved	
Reviewed	
Supervised	
Designed	
Calculated	
Plotted	
Printed	
Bound	

ARLINGTON COUNTY, VIRGINIA

**PORTIONS OF THE COLUMBIA PIKE AND ARMY NAVY DRIVE RIGHTS OF WAYS CONVEYED TO ARLINGTON COUNTY**

EXHIBIT A  
PLAN SHOWING

Drawn: D.A.  
Checked: M.L.  
Title: Utility Transmittal P.  
Plotted: J.M.  
Printed: J.M.  
Scale: AS SHOWN





DEPARTMENT OF ENVIRONMENTAL SERVICES

Engineering & Land Planning Division  
Professional Engineer  
Professional Surveyor  
Professional Planner  
Professional Architect  
Professional Engineer  
Professional Surveyor  
Professional Planner  
Professional Architect



Applicant: \_\_\_\_\_  
Date: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Date: \_\_\_\_\_

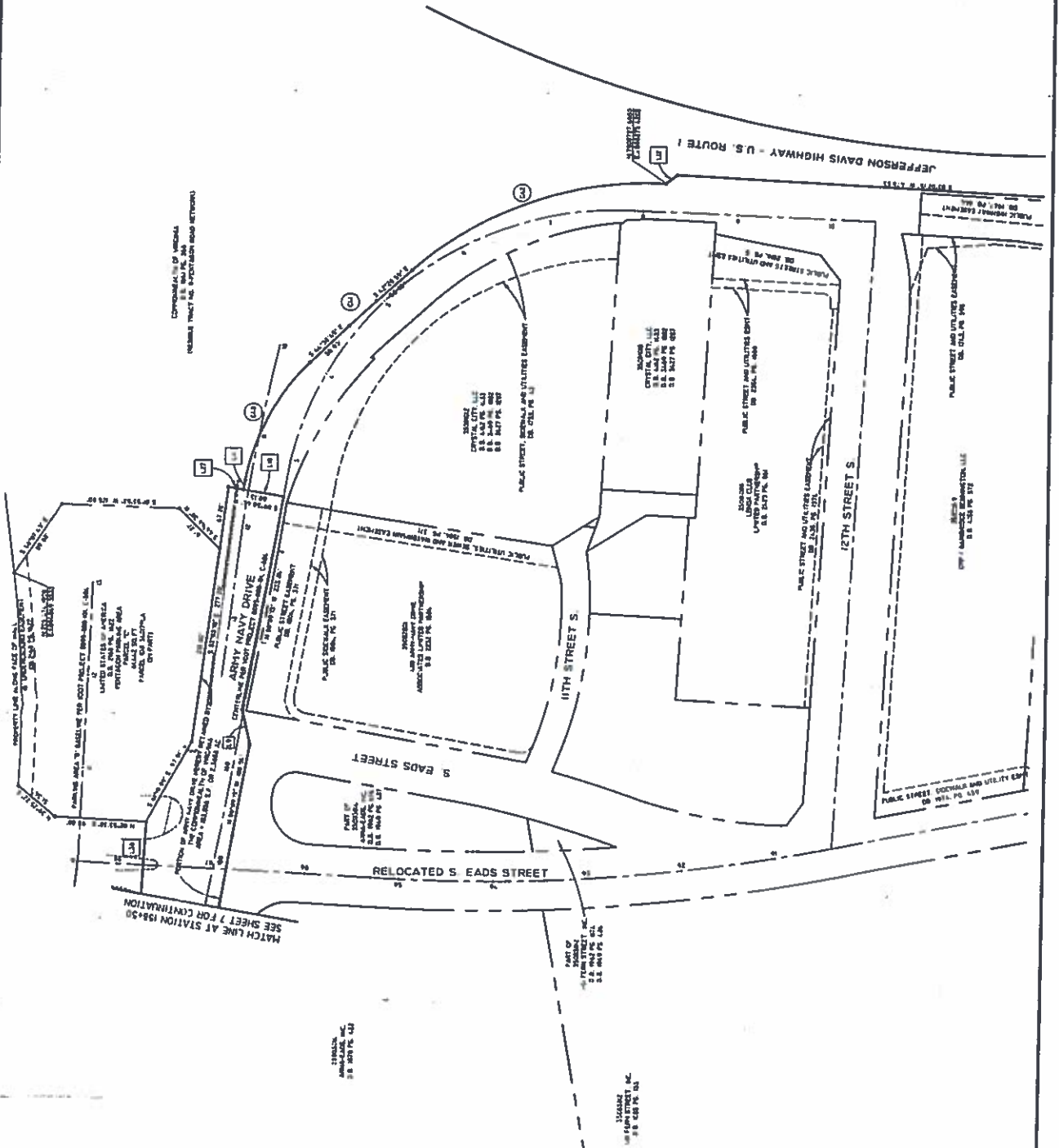
Project Location: \_\_\_\_\_  
Date: \_\_\_\_\_

Project Description: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A  
FLAT SHOWING  
PORTIONS OF THE COLUMBIA PIKE AND  
ARMY NAVY DRIVE RIGHTS OF WAYS  
CONVEYED TO ARLINGTON COUNTY  
ARLINGTON COUNTY, VIRGINIA

Drawn by: \_\_\_\_\_  
Checked: \_\_\_\_\_  
Date: \_\_\_\_\_  
Project: \_\_\_\_\_  
Sheet: \_\_\_\_\_ of \_\_\_\_\_  
Scale: As Shown

Sheet 8 OF 8



COMPENSATED BY THE NATIONAL  
FEDERAL TRUST FOR IMPROVING ROAD NETWORKS

PROPERTY LINE ALONG BASE OF WALL  
TO BE MAINTAINED PER PERMITS  
ISSUED BY THE CITY OF ARLINGTON  
ON 08/11/10.

LANDING AREA TO BE MAINTAINED PER PERMITS  
ISSUED BY THE CITY OF ARLINGTON  
ON 08/11/10.

LANDING AREA TO BE MAINTAINED PER PERMITS  
ISSUED BY THE CITY OF ARLINGTON  
ON 08/11/10.

LANDING AREA TO BE MAINTAINED PER PERMITS  
ISSUED BY THE CITY OF ARLINGTON  
ON 08/11/10.

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ISSUED BY THE CITY OF ARLINGTON  
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LANDING AREA TO BE MAINTAINED PER PERMITS  
ISSUED BY THE CITY OF ARLINGTON  
ON 08/11/10.

LANDING AREA TO BE MAINTAINED PER PERMITS  
ISSUED BY THE CITY OF ARLINGTON  
ON 08/11/10.

LANDING AREA TO BE MAINTAINED PER PERMITS  
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LANDING AREA TO BE MAINTAINED PER PERMITS  
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LANDING AREA TO BE MAINTAINED PER PERMITS  
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ON 08/11/10.

LANDING AREA TO BE MAINTAINED PER PERMITS  
ISSUED BY THE CITY OF ARLINGTON  
ON 08/11/10.

LANDING AREA TO BE MAINTAINED PER PERMITS  
ISSUED BY THE CITY OF ARLINGTON  
ON 08/11/10.

LANDING AREA TO BE MAINTAINED PER PERMITS  
ISSUED BY THE CITY OF ARLINGTON  
ON 08/11/10.



**MOUNT VERNON  
PETROLEUM REALTY, LLC**  
RPC 32007012  
D.B. 4303, PG. 39

EASEMENT FOR  
PUBLIC SIDEWALK UTILITIES  
AND DRAINAGE PURPOSES  
D.B. 3313, PG. 2023

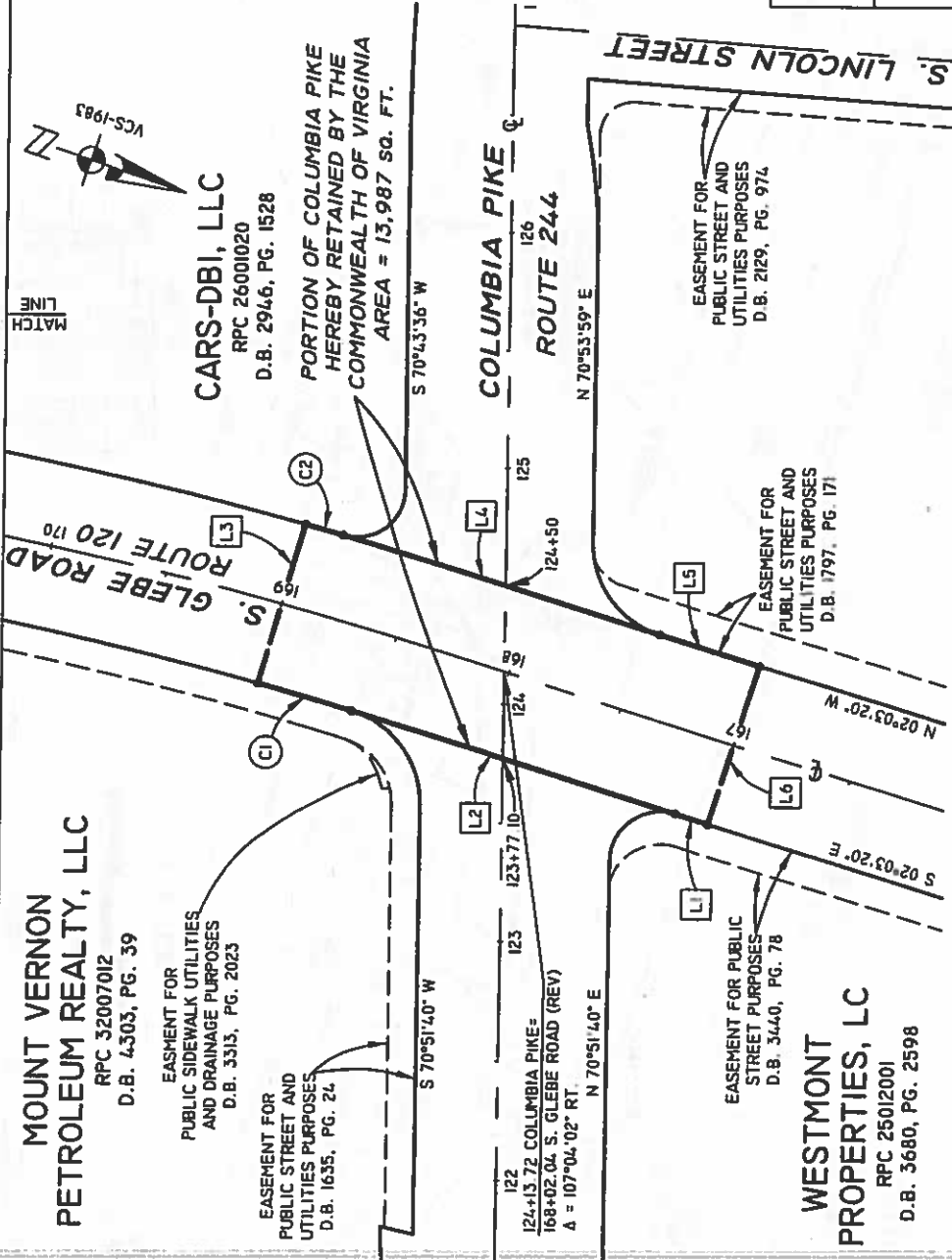
EASEMENT FOR  
PUBLIC STREET AND  
UTILITIES PURPOSES  
D.B. 1635, PG. 24

S 70°51'40" W  
122  
124+13.72 COLUMBIA PIKE=  
168+02.04 S. GLEBE ROAD (REV)  
A = 107°04'02" RT.  
N 70°51'40" E

EASEMENT FOR PUBLIC  
STREET PURPOSES  
D.B. 3440, PG. 78

**WESTMONT  
PROPERTIES, LC**  
RPC 25012001  
D.B. 3680, PG. 2598

MATCH  
LINE



**CARS-DBI, LLC**  
RPC 26001020  
D.B. 2946, PG. 1528

PORTION OF COLUMBIA PIKE  
HEREBY RETAINED BY THE  
COMMONWEALTH OF VIRGINIA  
AREA = 13,987 sq. FT.

EASEMENT FOR  
PUBLIC STREET AND  
UTILITIES PURPOSES  
D.B. 2129, PG. 974

EASEMENT FOR  
PUBLIC STREET AND  
UTILITIES PURPOSES  
D.B. 1797, PG. 171

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	LENGTH	CHORD	BEARING
C1	1727.95'	01°21'31"	40.97'	20.49'	40.97'	40.97'	S 02°56'10" E
C2	1797.95'	00°31'42"	16.58'	8.29'	16.58'	16.58'	N 03°21'05" W

GRAPHIC SCALE



SCALE: 1" = 50'

MATCH  
LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°03'20" E	16.48'
L2	S 02°03'35" E	14.3 60'
L3	S 86°23'04" W	70.00'
L4	N 02°10'28" W	160.48'
L5	N 02°03'20" W	43.89'
L6	N 87°56'40" E	70.00'

NOTE:

1) THE LIMITS OF THE PERMIT AREA SHOWN HEREON ALONG S. GLEBE ROAD SHALL BE AT STATION 167+00 ON THE NORTHERN SIDE OF THE INTERSECTION WITH COLUMBIA PIKE, AND AT STATION 169+00 ON THE SOUTHERN SIDE OF THE INTERSECTION.



**ARLINGTON, VIRGINIA**  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
ENGINEERING & CAPITAL PROJECTS DIVISION

EXHIBIT 'B'  
PLAT SHOWING

AREA OF COLUMBIA PIKE RIGHT OF WAY TO BE  
RETAINED BY THE COMMONWEALTH OF VIRGINIA  
AT THE INTERSECTION OF

**COLUMBIA PIKE**  
AND  
**S. GLEBE ROAD**

ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50' | DRAWN BY: DWR | CHECKED BY: RLF | DATE: MAY 24, 2010  
CADD FILE: Q:\DATA\DIOS\SURVEY\DRAWINGS\GLEBE-EXHIBIT DWG



**Attachment C (Granting Permission for COUNTY to Access Overlap Areas)**

TAX MAP # Not Assigned

RW-28  
Revised 4/06

**PREPARED BY VDOT  
UNDER SUPERVISION OF THE  
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes  
and fees under Sections 58.1-811(A) (3),  
58.1-811(C) (5), 58.1-3315, 25.1-418,  
42.1-70, 17.1-266, and 17.1-279(E)

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 2010 by and between  
the COMMONWEALTH OF VIRGINIA, Grantor, and THE COUNTY BOARD OF  
ARLINGTON COUNTY, VIRGINIA, a body corporate and politic, Grantee, and,

**WITNESSETH: THAT WHEREAS**, it is proposed by the parties hereto to  
transfer Columbia Pike (Route 244) from the primary system of state highways to the  
local road system of Arlington County, Virginia, pursuant to §33.1-35 of the Code of  
Virginia 1950, as amended; and,

**WHEREAS**, the Grantee has, by resolution adopted by the Board of  
Supervisors on July 14, 2009, requested that the existing rights of way and easements  
for Columbia Pike (Route 244) and certain other local road system roads, be conveyed  
to the COUNTY; and

**WHEREAS**, the Grantor has by Quitclaim Deed, recorded in the Office of the  
Clerk of the Circuit Court of Arlington County as Instrument No. \_\_\_\_\_ on  
\_\_\_\_\_, 2010, released, remised and quitclaimed all of its interests in and to  
the land described therein, being the existing right of way of Columbia Pike (Route 244),

less and except certain areas which overlap with Grantor's other intersecting roadways;  
and,

WHEREAS, transfer of Columbia Pike (Route 244) to the local road system includes responsibility for Grantee to maintain, re-construct and operate that roadway, including portions within the areas which overlap with Grantor's other intersecting roadways; and,

WHEREAS, the Grantor wishes to provide Grantee with the necessary rights and permission to perform its maintenance, re-construction and operations of Columbia Pike (Route 244) within the areas which overlap with Grantor's other intersecting roadways.

**NOW, THEREFORE,** for and in consideration of the premises and of the benefits accruing or to accrue to the Grantor by reason of such improvement, and for the further consideration of One Dollar (\$1.00) cash in hand paid to the Grantor, receipt of which is hereby acknowledged, the Grantor does hereby agree to issue permits as described in the following attachments, for the proper operation, maintenance and re-construction of Columbia Pike, South Joyce Street and Army Navy Drive subject to the terms and conditions in Attachment C1, Attachment C2, Attachment C3 and Attachment C4, hereof.

Being that area of Columbia Pike shown as "Permit Area for Public Street and Utilities Purposes" on the plat dated May 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services, Capital Projects Division, entitled "Plat showing Permit Area for Public Street and Utilities Purposes at the Intersection of Columbia Pike and S. Glebe Road" attached hereto as Attachment C1.b. and

incorporated herein by reference, subject to the terms and conditions of Attachment C1;  
and,

Being that area of Columbia Pike shown as "Permit Area for Public Street and Utilities Purposes" on the plat dated May 24, 2010, by Robert L. Franca, Arlington, Virginia Department of Environmental Services Capital Projects Division, entitled "Plat Showing Permit Area for Public Street and Utilities Purposes at the Intersection of Columbia Pike and Washington Blvd" attached hereto as Attachment C2.b. and incorporated herein by reference, subject to the terms and conditions of Attachment C2;  
and,

Being that area of South Joyce Street shown as "Permit Area for Public Street and Utilities Purposes" on the plat dated May 24, 2010 by Robert L Franca, entitled "Plat Showing Permit Area For Public Street and Utilities Purposes and Existing Perpetual Easement from the United States of America (D.B. 2004 PG. 607) Along a Portion of South Joyce Street", attached hereto as Attachment C3.b. and incorporated herein by reference, subject to the terms and conditions of Attachment C3.

Being that area of Army Navy Drive shown as "Permit Area for Public Street and Utilities Purposes" on the plat dated May 24, 2010 by Robert L Franca, titled "Plat Showing Permit Area For Public Street and Utilities Purposes along a Portion of Army Navy Drive", attached hereto as Attachment C4.b. and incorporated by reference, subject to the terms and conditions of Attachment C4.

The Grantor does hereby further grant unto Grantee the right and permission to use the perpetual easement area for South Joyce Street from the United States of America shown on Attachment C3.b., for the proper operation, maintenance and re-

construction of South Joyce Street, subject to the terms and conditions contained in the Deed of Easement from the United States of America, dated November 1, 1979 and recorded at Deed Book 2004 at Page 607 in the land records of Arlington County, Virginia.

IN WITNESS HEREOF, the Commonwealth of Virginia, acting by and through Gregory A. Whirley, Commonwealth Transportation Commissioner, has caused this agreement to be executed in his name as of the day, month and year first above written.

**COMMONWEALTH OF VIRGINIA**

BY \_\_\_\_\_ (SEAL)  
Commonwealth Transportation Commissioner

**COMMONWEALTH OF VIRGINIA**  
City of Richmond, To-Wit:

I, \_\_\_\_\_, a Notary Public in and for the Commonwealth of Virginia at Large, do certify that Gregory A. Whirley, Commonwealth Transportation Commissioner, whose name is signed to the foregoing writing bearing date on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, has acknowledged the same before me.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Affix Stamp for Notary ID and Commission Expiration Date:

THE COUNTY BOARD OF ARLINGTON COUNTY,  
VIRGINIA

BY \_\_\_\_\_  
(SEAL)

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

City/County/Town of \_\_\_\_\_, To-Wit:

I, \_\_\_\_\_, a Notary Public in and for the Commonwealth of Virginia at Large, do certify that \_\_\_\_\_, the \_\_\_\_\_ of the Arlington County, Virginia, a body corporate and politic, whose name is signed to the foregoing writing bearing date on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, has acknowledged the same before me.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

Affix Stamp for Notary ID and Commission Expiration Date:

APPROVED AS TO FORM:

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

**Attachment C1**  
**(Land Use Permit Language for Glebe Road/Columbia Pike Intersection)**

- 1) On the Transfer Date, the DEPARTMENT will issue to the COUNTY a no cost VDOT Land Use Permit in the form attached hereto as Attachment C1.a. (the "Permit"). Such Permit shall include a reference to this Memorandum of Agreement and the provisions in this Attachment C1, and shall be valid and effective on the Transfer Date. The Permit will grant to the COUNTY, the right to construct, operate, and maintain facilities for all modes of transportation and for utilities, along Columbia Pike, over, under, upon and through the DEPARTMENT'S Glebe Road (Route 120) right of way within the spatial area ("Permit Area") depicted on the plat attached hereto as Attachment C1.b. The Permit will include, without limitation, construction, maintenance, repair, reconstruction, replacement, relocation, redesign, reconfiguration, and/or removal of public street and utility facilities used for, or related to, all modes of transportation (collectively the "Work"). The Work may include, without limitation, drainage, water, sewer, curbs, gutters, sidewalks, fire hydrants, street lights, traffic control equipment, utility poles, street signs, and bus and other transportation shelters, benches, and landscaping.
  
- 2) All design must be consistent with, and conform to, applicable provisions of the Policy on Geometric Design of Highways and Streets, 2004 Fifth Edition American Association of State Highway and Transportation Officials or any subsequent approved edition or update of such Policy. Utility installations within the Permit Area must also conform to the installation requirements outlined in the VDOT Land Use Permit Manual.
  
- 3) Any Work within the Permit Area that will not obstruct or impede traffic flow on Glebe Road is authorized to be performed by the COUNTY pursuant to the Permit without additional approvals from the DEPARTMENT. Nevertheless, not later than seventy-two (72) hours before commencement of such proposed Work,



the COUNTY will provide to the DEPARTMENT designated contact, a general description of the Work to be performed, the anticipated Work schedule, and the COUNTY contact for the proposed Work. If the COUNTY does not provide the requested notification, the DEPARTMENT reserves the right to require individual written requests before future work begins.

- 4) Any Work within the Permit Area that will obstruct or impede traffic flow on Glebe Road will require the following concurrence process with the DEPARTMENT: The COUNTY will first notify the NOVA District Permits Office of the proposed Work, referencing the Permit. The COUNTY will provide a "maintenance of traffic control plan" sealed by a licensed professional engineer and a general description of the Work that will or may impact traffic. The DEPARTMENT will approve or disapprove the COUNTY request within thirty (30) days of receipt thereof. A request to perform work within the DEPARTMENT'S right of way that requires a design exception or design waiver will be approved within 60 days, or an explanation given why the design waiver/exception cannot be approved.
- 5) In the event of the need for unplanned emergency work necessary for public safety, the COUNTY shall contact the NOVA Traffic Operations Center or, during normal business hours, the NOVA District Permits Office immediately. Notwithstanding any provision herein to the contrary, after such notification, the COUNTY may begin the emergency Work. If the COUNTY does not provide such notification, then the DEPARTMENT may require a written request from the COUNTY before any future Emergency Work begins.
- 6) The Permit will entitle the COUNTY, to construct, operate and maintain a streetcar system along Columbia Pike across the intersection of Glebe Road and Columbia Pike. The COUNTY is responsible for the installation and maintenance costs of all traffic control devices necessary to control traffic for the streetcar system. The DEPARTMENT will review and approve all traffic control devices and operational appurtenances that are installed as part of streetcar system that directly obstruct or impede traffic flow on Glebe Road to ensure there is not an

unacceptable degradation on the level of service on Glebe Road. All related Work activities associated with the streetcar system will be governed by paragraphs 3 and 4, as applicable.

- 7) The streetcar system as well as any other transportation improvement project along the Columbia Pike corridor is considered by the DEPARTMENT and the COUNTY to be a DEPARTMENT sanctioned project for the purposes of utility relocation under Section 33.1-75.3. The DEPARTMENT agrees to provide to the COUNTY the benefit of any provision of recorded utility or other easements, or agreements, as applicable. The DEPARTMENT will provide assistance to the COUNTY if requested subject to available staffing and reimbursement.
- 8) The DEPARTMENT shall not arbitrarily interfere with the COUNTY'S rights under the Permit and shall include the COUNTY in any discussions regarding plans for significant improvements or modifications in the Permit Area that may obstruct, impede or interrupt any mass transportation service provided by the County through the Permit Area. The DEPARTMENT shall also provide the COUNTY with at least thirty (30) calendar days prior written notice before Work on such improvements or modifications is to begin.
- 9) The DEPARTMENT agrees the Permit will not be revoked unless there is a breach of the Memorandum of Agreement or the terms of the Permit and the COUNTY has received written notification thereof with a specific description of the breach, and the County fails to cure a breach consistent with this paragraph. Upon receipt of a notice of breach, the COUNTY will begin to cure such breach and diligently pursue the cure. If, within sixty (60) days after receipt of the written notice of breach, the COUNTY has neither cured the breach, nor is diligently pursuing cure of the breach, then upon receipt by the COUNTY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the COUNTY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under the Permit. Revocation will not be the exclusive

remedy available to the DEPARTMENT to correct any such breach by the COUNTY.

**Commonwealth of Virginia**  
**Department of Transportation**  
**Land Use Permit**



Permit No.	947-100586
Revision No.	17
Status	Active

*This permit only grants permission to use whatever rights the Commonwealth Transportation Board and the Department of Transportation have in the right of way and no more, and it is the obligation of the permittee to secure any other releases or permission that may be needed in order to perform the work.*

Application No.	Payment Method	0	Total Payment Amount
Effective Date	September 27, 2010	Expiration Date	January 1, 2052
Reinstatement Date	Revision Date	September 27, 2010	

<b>Permittee Information:</b>	<b>Your Job #</b>	This permit is in perpetuity per Memorandum of Agreement no permit renewal or reinstatements required by Arlington County.	<b>Surety &amp; Account Receivable Information:</b>
<b>Owner</b> 548001123-947D-0, Arlington County Dept. of Public Works <b>Address</b> Arlington County Government Environmental Services 2100 Clarendon Blvd., Ste. 900 Arlington, VA 22201 <b>Contact</b> Dennis Leach <b>Phone #</b> (703)228-0588 <b>Fax #</b> (703)228-4192 <b>24 Hr. #</b> (571)238-8044	<b>Agent</b>		<b>Name</b> *  <b>Surety Type</b> Resolution <b>Surety Acct.</b> AVA000015  <b>Amount</b> 1,000.00 <b>Obligation Amt.</b> 1,000.00 <b>Surety Holder</b> Owner  <b>Acct. Recv. #</b>

**AUTHORIZATION:** In compliance with your application, permission is hereby given insofar as the Commonwealth Transportation Board has the right, power, and authority under sections 33.1 - 12(3); 33.1 - 197; 33.1 - 198 of the Code of Virginia as amended, to grant by Special Agreement and/or by Land Use Permit for you to perform the work and or activity(s) described below:

**Location**

<b>Map #</b>	0
<b>County/City/Town</b>	Arlington
<b>Highway Route(s)</b>	120, Glebe Road
<b>From Route</b>	** , Columbia Pike
<b>To Route</b>	** , Columbia Pike

**Work Description**  
 Work as described in the Memorandum of Agreement between Arlington County and Commonwealth of Virginia dated on/about October 1, 2010; and as specified in Memorandum of Agreement Attachments C-1 and C-1b. See attached sketch.

Fee Description	New Fee	Existing Fee	Total
*** Fees Waived			\$0.00
<b>Totals</b>			

Applicant has complied with Section Code 58-285.15 affidavit is attached.  YES  Not Applicable

**TERMS:** Applicable as stated within the Land Use Permit Manual (current edition) and/or as per approved plan(s) and/or regulatory instructions and/or agreements attached hereto. **THIS PERMIT IS NOT VALID WITHOUT THE FOLLOWING ATTACHMENTS:**

See agreement in attachment C-1/C-1b

COMMONWEALTH TRANSPORTATION BOARD  
 Greg A. Whirley, Commissioner

By: Dorothy Purvis 9/27/2010  
 Dorothy Purvis

- C** Call before you dig
- A** Allow the required time for marking
- R** Respect and protect the marks/flags
- E** Excavate carefully



**Final Inspection Requirements:** Upon completion of the work described under this permit, the permittee shall contact the following office in writing to request inspection.

Mark Kaldmaa 703-383-2852  
 14885 Avion Parkway  
 Chantilly, VA 20151-1104

Permit No.: 947-100586, Revision No.: 17

**MOUNT VERNON  
PETROLEUM REALTY, LLC**  
RPC 32007012  
D.B. 4303, PG. 39

EASEMENT FOR  
PUBLIC SIDEWALK UTILITIES  
AND DRAINAGE PURPOSES  
D.B. 3313, PG. 2023

EASEMENT FOR  
PUBLIC STREET AND  
UTILITIES PURPOSES  
D.B. 1635, PG. 24

**CARS-DBI, LLC**  
RPC 26001020  
D.B. 2946, PG. 1528

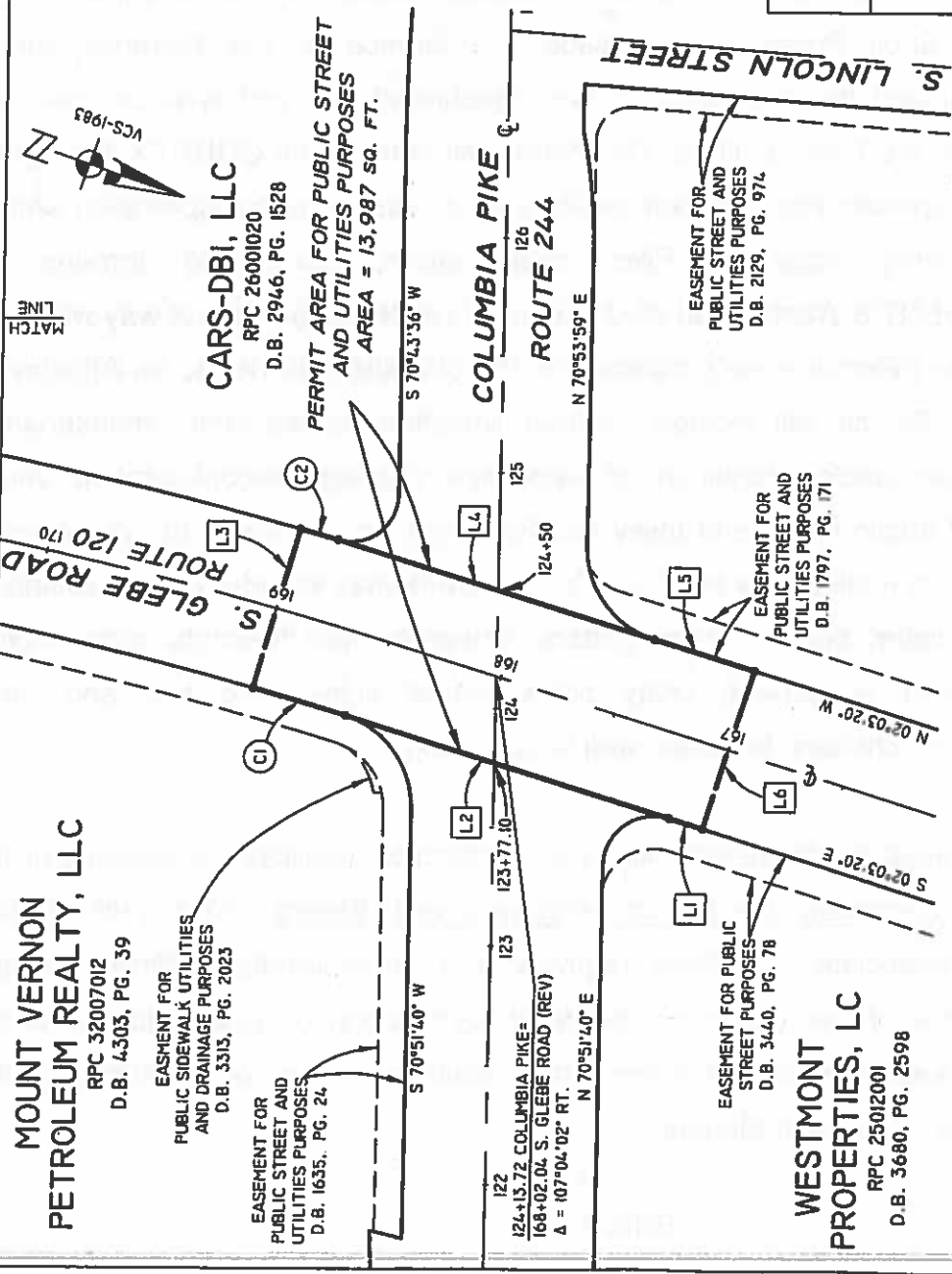
PERMIT AREA FOR PUBLIC STREET  
AND UTILITIES PURPOSES  
AREA = 13,987 SQ. FT.

EASEMENT FOR PUBLIC  
STREET PURPOSES  
D.B. 3440, PG. 78

**WESTMONT  
PROPERTIES, LC**  
RPC 25012001  
D.B. 3680, PG. 2598

EASEMENT FOR  
PUBLIC STREET AND  
UTILITIES PURPOSES  
D.B. 1797, PG. 171

EASEMENT FOR  
PUBLIC STREET AND  
UTILITIES PURPOSES  
D.B. 2129, PG. 974



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 02°03'20" E	14.48'
L2	S 02°03'35" E	14.3 60'
L3	S 86°23'04" W	70.00'
L4	N 02°10'28" W	14.0 4.8'
L5	N 02°03'20" W	43.89'
L6	N 87°56'40" E	70.00'

NOTE:

1) THE LIMITS OF THE PERMIT AREA SHOWN HEREON ALONG S. GLEBE ROAD SHALL BE AT STATION 167+00 ON THE NORTHERN SIDE OF THE INTERSECTION WITH COLUMBIA PIKE, AND AT STATION 169+00 ON THE SOUTHERN SIDE OF THE INTERSECTION.



**ARLINGTON, VIRGINIA**  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
ENGINEERING & CAPITAL PROJECTS DIVISION

ATTACHMENT C1.b.  
PLAT SHOWING

PERMIT AREA FOR PUBLIC STREET  
AND UTILITIES PURPOSES

AT THE INTERSECTION OF  
**COLUMBIA PIKE**  
AND  
**S. GLEBE ROAD**

ARLINGTON COUNTY, VIRGINIA

GRAPHIC SCALE



SCALE: 1" = 50'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	LENGTH	CHORD	BEARING
C1	1727.95'	0°21'31"	40.97'	20.49'	40.97'	40.97'	S 02°56'10" E
C2	1797.95'	00°51'42"	16.58'	8.29'	16.58'	16.58'	N 03°21'05" W

SCALE: 1" = 50' DRAWN BY: DWR CHECKED BY: RLF DATE: MAY 24, 2010  
CADD FILE: Q:\DATA\DIOS\SURVEY\DRAWINGS\GLEBE-ESMT-REV.DWG

**Attachment C2 (Land Use Permit Language for Washington Boulevard/Columbia Pike Interchange)**

1. The Washington Boulevard/Columbia Pike interchange is a grade separated interchange. The DEPARTMENT retained the Right of Way through the interchange area and maintains certain facilities within the Permit Area (as hereafter defined) of such interchange as outlined in Attachment D (Description of What the DEPARTMENT Will Maintain in Interchange/Intersection Areas).
  
2. On the Transfer Date, the DEPARTMENT will issue to the COUNTY a no cost VDOT Land Use Permit in the form attached hereto as Attachment C2.a. (the "Permit"). Such Permit shall include a reference to this Memorandum of Agreement and the provisions in this Attachment C2, and shall be valid and effective on the Transfer Date. The Permit will grant to the COUNTY, the right to construct, operate and maintain facilities for all modes of transportation and for utilities, along Columbia Pike, over, under, upon and through the DEPARTMENT'S Washington Blvd (Route 27) interchange right of way within the spatial area ("Permit Area") depicted on the plat attached hereto as Attachment C2.b. The Permit will include, without limitation, construction, maintenance, repair, reconstruction, replacement, relocation, redesign, reconfiguration, and/or removal of public street and utility facilities used for, or related to, all modes of transportation (collectively the "Work"). The Work may include, without limitation, drainage, water, sewer, curbs, gutters, sidewalks, fire hydrants, street lights, traffic control equipment, utility poles, street signs, and bus and other transportation shelters, benches, and landscaping.
  
3. All design must be consistent with, and conform to, applicable provisions of the Policy on Geometric Design of Highways and Streets, 2004 Fifth Edition American Association of State Highway and Transportation Officials or any subsequent approved edition or update of such Policy. Utility installations within the Permit Area must also conform to the installation requirements outlined in the VDOT Land Use Permit Manual.

4. Any Work within the Permit Area that will not obstruct or impede traffic flow on the Washington Blvd interchange or any of the interchange ramps or involve permanent Work on the bridge structures is authorized to be performed by the COUNTY pursuant to the Permit without additional approvals from the DEPARTMENT. Nevertheless, not later than seventy-two (72) hours before commencement of such proposed Work, the COUNTY will provide to the DEPARTMENT designated contact, a general description of the Work to be performed, the anticipated Work schedule, and the COUNTY contact for the proposed Work. If the COUNTY does not provide the requested notification, the DEPARTMENT reserves the right to require individual written requests before future work begins.
  
5. Any Work within the Permit Area that will obstruct or impede traffic flow on the Washington Blvd interchange or any of the interchange ramps will require the following concurrence process with the DEPARTMENT: The COUNTY will first notify the NOVA District Permits Office of the proposed Work, referencing the Permit. The COUNTY will provide a "maintenance of traffic control plan" sealed by a licensed professional engineer and a general description of the Work that will or may impact traffic. The DEPARTMENT will approve or disapprove the COUNTY request within thirty (30) days of receipt thereof. A request to perform work within the DEPARTMENT'S right of way that requires a design exception or design waiver will be approved within 60 days, or an explanation given why the design waiver/exception cannot be approved.
  
6. In the event of the need for unplanned emergency work necessary for public safety, the COUNTY shall contact the NOVA Traffic Operations Center or, during normal business hours, the NOVA District Permits Office immediately. Notwithstanding any provision herein to the contrary, after such notification, the COUNTY may begin the emergency Work. If the COUNTY does not provide such

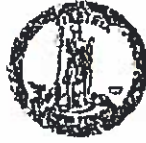
notification, then the DEPARTMENT may require a written request from the COUNTY before any future Emergency Work begins.

7. The Permit will entitle the COUNTY, to construct, operate and maintain a streetcar system along Columbia Pike through the Washington Blvd interchange area within the Permit Area. The COUNTY is responsible for the installation and maintenance costs of all traffic control devices necessary to control traffic for the streetcar system. The DEPARTMENT will review and approve all traffic control devices and operational appurtenances that are installed as part of streetcar system that directly obstruct or impede traffic flow on the Washington Blvd interchange or its ramps to ensure there is not an unacceptable degradation on the level of service on the Washington Blvd interchange or its ramps. All related Work activities associated with the streetcar system will be governed by paragraphs 4 and 5 as applicable.
8. The streetcar system as well as any other transportation improvement project along the Columbia Pike corridor is considered by the DEPARTMENT and the COUNTY to be a DEPARTMENT sanctioned project for the purposes of utility relocation and Section 33.1-75.3. The DEPARTMENT agrees to provide to the COUNTY the benefit of any provision of recorded utility or other easements, or agreements, as applicable. The DEPARTMENT will provide assistance to the COUNTY if requested subject to available staffing and reimbursement.
9. The DEPARTMENT shall not arbitrarily interfere with the COUNTY'S rights under the Permit and shall include the COUNTY in any discussions regarding plans for significant improvements or modifications in the Permit Area that may obstruct, impede or interrupt any mass transportation service provided by the County through the Permit Area. The DEPARTMENT shall also provide the COUNTY with at least thirty (30) calendar days prior written notice before Work on such improvements or modifications is to begin.
10. The DEPARTMENT agrees the Permit will not be revoked unless there is a breach of the Memorandum of Agreement or the terms of the Permit and the



COUNTY has received written notification thereof with a specific description of the breach, and the County fails to cure a breach consistent with this paragraph. Upon receipt of a notice of breach, the COUNTY will begin to cure such breach and diligently pursue the cure. If, within sixty (60) days after receipt of the written notice of breach, the COUNTY has neither cured the breach, nor is diligently pursuing cure of the breach, then upon receipt by the COUNTY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the COUNTY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under the Permit. Revocation will not be the exclusive remedy available to the DEPARTMENT to correct any such breach by the COUNTY.

**Commonwealth of Virginia**  
**Department of Transportation**  
**Land Use Permit**



Permit No.	947-100587
Revision No.	9
Status	Active

*This permit only grants permission to use whatever rights the Commonwealth Transportation Board and the Department of Transportation have in the right of way and no more, and it is the obligation of the permittee to secure any other releases or permission that may be needed in order to perform the work.*

Application No.		Payment Method	0	Total Payment Amount	
Effective Date	September 27, 2010	Expiration Date	January 1, 2052		
Reinstatement Date		Revision Date	September 27, 2010		

<b>Permittee Information:</b>	<b>Your Job #</b>	This permit is in perpetuity per Memorandum of Agreement no permit renewal or reinstatements required by Arlington County.	<b>Surety &amp; Account Receivable Information:</b>
<b>Owner</b> 548001123-947D-0, Arlington County Dept. of Public Works <b>Address</b> Arlington County Government Environmental Services 2100 Clarendon Blvd., Ste. 900 Arlington, VA 22201 <b>Contact</b> Dennis Leach <b>Phone #</b> (703)228-0588 <b>Fax #</b> (703)228-4192 <b>24 Hr. #</b> (571)238-8044	<b>Agent</b>		<b>Name</b> *  <b>Surety Type</b> Resolution <b>Surety Acct.</b> AVA000015  <b>Amount</b> 1,000.00 <b>Obligation Amt.</b> 1,000.00 <b>Surety Holder</b> Owner  <b>Acct. Recv. #</b>

**AUTHORIZATION:** In compliance with your application, permission is hereby given insofar as the Commonwealth Transportation Board has the right, power, and authority under sections 33.1 - 12(3); 33.1 - 197; 33.1 - 198 of the Code of Virginia as amended, to grant by Special Agreement and/or by Land Use Permit for you to perform the work and or activity(s) described below:

**Location**

**Map #** 0  
**County/City/Town** Arlington  
**Highway Route(s)** 27, Washington Blvd  
**From Route** \*\*, Columbia Pike  
**To Route** \*\*, Columbia Pike

**Work Description**

Work as described in the Memorandum of Agreement between Arlington County and Commonwealth of Virginia dated on/about October 1, 2010; and as specified in Memorandum of Agreement Attachments C-2 and C-2b. See attached sketch.

Fee Description	New Fee	Existing Fee	Total
*** Fees Waived			\$0.00
<b>Totals</b>			

Applicant has complied with Section Code 56-285.15 affidavit is attached.  YES  Not Applicable

**TERMS:** Applicable as stated within the Land Use Permit Manual (current edition) and/or as per approved plan(s) and/or regulatory instructions and/or agreements attached hereto. **THIS PERMIT IS NOT VALID WITHOUT THE FOLLOWING ATTACHMENTS:**

See agreement in attachment C-2/C-2b

COMMONWEALTH TRANSPORTATION BOARD  
 Greg A. Whirley, Commissioner

By:   
 Dorothy Purvia

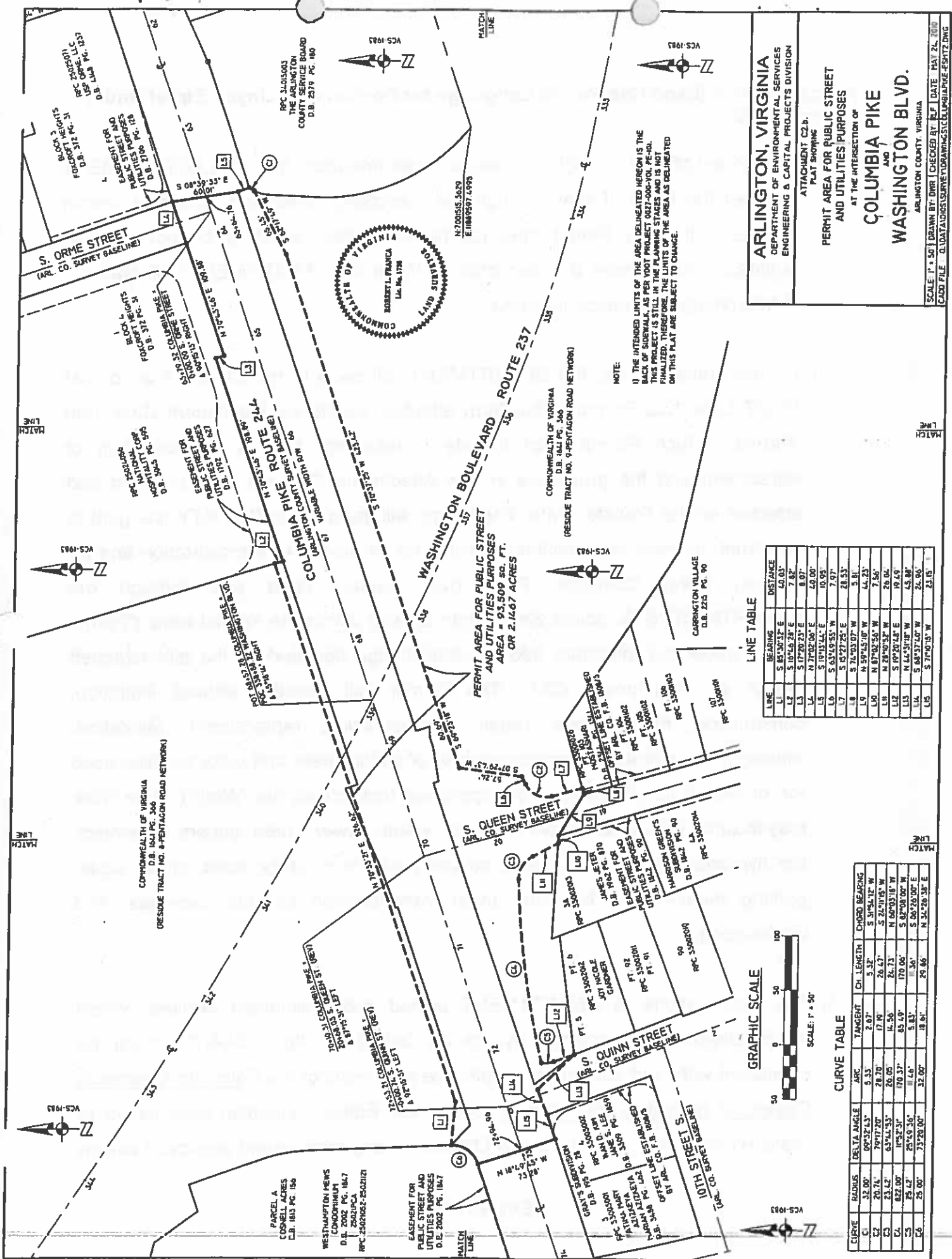
9/27/2010

- C** Call before you dig
- A** Allow the required time for marking
- R** Respect and protect the marks/flags
- E** Excavate carefully



**Final Inspection Requirements:** Upon completion of the work described under this permit, the permittee shall contact the following office in writing to request inspection.

Mark Kaldmaa 703-383-2652  
 14885 Avion Parkway  
 Chantilly, VA 20151-1104



NOTE:  
 1) THE INTENDED LIMITS OF THE AREA DELINEATED HEREON IS THE BACK OF SUBWALK, AS PER VDOT PROJECT 0027-000-VOL. PE-01. OBJECTS ARE STILL IN THE PLANNING STAGES AND IS NOT FINALIZED. THE LIMITS OF THE AREA AS DELINEATED ON THIS PLAN ARE SUBJECT TO CHANGE.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 85°30'32" E	4.03'
L2	S 10°45'28" E	7.82'
L3	S 17°20'23" E	8.07'
L4	N 27°02'00" E	4.00'
L5	S 19°13'44" E	10.95'
L6	S 63°45'55" W	7.97'
L7	S 15°22'25" E	28.53'
L8	S 74°03'07" W	5.81'
L9	N 59°45'10" W	44.23'
L10	N 87°42'56" W	7.56'
L11	N 28°40'32" W	29.04'
L12	S 09°20'24" E	19.45'
L13	N 44°31'18" W	4.58'
L14	S 88°37'10" W	5.58'
L15	S 27°40'15" W	23.15'

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC	TANGENT	CH. LENGTH	CHORD BEARING
C1	32.00'	89°32'33"	5.35'	2.67'	5.32'	S 31°55'12" W
C2	20.71'	39°17'26"	28.70'	17.19'	26.67'	S 22°11'15" W
C3	23.43'	63°44'35"	26.05'	14.95'	24.73'	N 60°03'18" W
C4	625.00'	115°32'31"	170.37'	85.49'	170.06'	S 82°08'00" E
C5	75.42'	25°53'36"	11.46'	5.83'	11.50'	S 06°26'00" E
C6	25.00'	73°28'00"	32.00'	18.91'	29.86'	N 34°28'38" E



SCALE: 1" = 50'

ARLINGTON, VIRGINIA  
 DEPARTMENT OF ENVIRONMENTAL SERVICES  
 ENGINEERING & CAPITAL PROJECTS DIVISION

ATTACHMENT C2.b.  
 PLAT SHOWING

PERMIT AREA FOR PUBLIC STREET  
 AND UTILITIES PURPOSES  
 AT THE INTERSECTION OF  
**COLUMBIA PIKE**  
 AND  
**WASHINGTON BLVD.**

ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50'  
 DRAWN BY: DWR  
 CHECKED BY: RLF  
 DATE: MAY 24, 2010  
 CADD FILE: G:\DATA\GIS\SWAYNE\DRAWING\GIS\CLUMBIAPKPIE-ESHITZ.DWG

**Attachment C3 (Land Use Permit Language for Portion of S. Joyce Street Under Interstate 395)**

- 1) A segment of S. Joyce Street passes under Interstate 395. The DEPARTMENT retained the Right of Way through the interchange area and maintains certain facilities within the Permit Area (as hereafter defined) of such underpass as outlined in Attachment D (Description of What the DEPARTMENT Will Maintain in Interchange/Intersection Areas).
  
- 2) On the Transfer Date, the DEPARTMENT will issue to the COUNTY a no cost VDOT Land Use Permit in the form attached hereto as Attachment C3.a. (the "Permit"). Such Permit shall include a reference to this Memorandum of Agreement and the provisions in this Attachment C3, and shall be valid and effective on the Transfer Date. The Permit will grant to the COUNTY, the right to construct, operate and maintain facilities for all modes of transportation and for utilities, along Columbia Pike, over, under, upon and through the DEPARTMENT'S S. Joyce Street right of way within the spatial area ("Permit Area") under the Interstate 395 overpass/bridge depicted on the plat attached hereto as Attachment C3.b. The Permit will include, without limitation, construction, maintenance, repair, reconstruction, replacement, relocation, redesign, reconfiguration, and/or removal of public street and utility facilities used for, or related to, all modes of transportation (collectively the "Work"). The Work may include, without limitation, drainage, water, sewer, curbs, gutters, sidewalks, fire hydrants, street lights, traffic control equipment, utility poles, street signs, parking meters, and bus and other transportation shelters, benches, and landscaping.
  
- 3) Any modifications to DEPARTMENT owned and maintained facilities, which modifications are performed by, or on behalf of, the COUNTY, must be consistent with, and conform to, applicable provisions of the Policy on Geometric Design of Highways and Streets, 2004 Fifth Edition American Association of State Highway and Transportation Officials or any subsequent approved edition

or update of such Policy. Utility installations within the Permit Area must also conform to the installation requirements outlined in the VDOT Land Use Permit Manual.

4) Any Work within the Permit Area, that will not affect the Department-owned and maintained, grade-separated Interstate 395 facilities, including the bridge structures, piers, associated retaining walls, embankments and pier protection (guard rails) is authorized to be performed by the COUNTY pursuant to the Permit without additional approvals from the DEPARTMENT. Nevertheless, not later than seventy-two (72) hours before commencement of such proposed Work, the COUNTY will provide to the DEPARTMENT designated contact, a general description of the Work to be performed, the anticipated Work schedule, and the COUNTY contact for the proposed Work. If the COUNTY does not provide the requested notification, the DEPARTMENT reserves the right to require individual written requests before future work begins.

5) Any Work within the Permit Area which will have a direct or indirect impact on the Department-owned and maintained, grade-separated Interstate 395 facilities, including the bridge structures, piers, associated retaining walls, embankments and pier protection (guard rails) will require the following concurrence process with the DEPARTMENT: The COUNTY will first notify the NOVA District Permits Office of the proposed Work, referencing the Permit. The COUNTY will provide a "maintenance of traffic control plan", sealed by a licensed professional engineer, and a general description of Work that may affect the above-referenced facilities. The DEPARTMENT will approve or disapprove the COUNTY request within thirty (30) days of receipt thereof. A request to perform work within the DEPARTMENT'S right of way that requires a design exception or design waiver will be approved within 60 days, or an explanation given why the design waiver/exception cannot be approved.

- 6) In the event of the need for unplanned emergency work necessary for public safety, the COUNTY shall contact the NOVA Traffic Operations Center or, during normal business hours, the NOVA District Permits Office immediately. Notwithstanding any provision herein to the contrary, after such notification, the COUNTY may begin the emergency Work. If the COUNTY does not provide such notification, then the DEPARTMENT may require a written request from the COUNTY before any future Emergency Work begins.
- 7) The Permit will entitle the COUNTY, to construct, operate and maintain a streetcar system along S. Joyce Street within the Permit Area. The COUNTY is responsible for the installation and maintenance costs of all traffic control devices necessary to control traffic for the streetcar system. All related Work, construction and maintenance activities associated with the streetcar system will be governed by paragraphs 4 and 5 as applicable.
- 8) The streetcar system as well as any other transportation improvement project the COUNTY pursues is considered by the DEPARTMENT and the COUNTY to be a DEPARTMENT sanctioned project for the purposes of utility relocation and Section 33.1-75.3. The DEPARTMENT agrees to provide to the COUNTY the benefit of any provision of recorded utility or other easements, or agreements, as applicable. The DEPARTMENT will provide assistance to the COUNTY if requested subject to available staffing and reimbursement.
- 9) The DEPARTMENT shall not arbitrarily interfere with the COUNTY'S rights under the Permit and shall include the COUNTY in any discussions regarding significant plans for improvements or modifications in the Permit Area that may obstruct, impede or interrupt any mass transportation service provided by the County through the Permit Area. The DEPARTMENT shall also provide the COUNTY with at least thirty (30) calendar days prior written notice before Work on such improvements or modifications is to begin.
- 10) The DEPARTMENT agrees the Permit will not be revoked unless there is a breach of the Memorandum of Agreement or terms of the Permit and the

COUNTY has received written notification thereof with a specific description of the breach, and the County fails to cure a breach consistent with this paragraph. Upon receipt of a notice of breach, the COUNTY will begin to cure such breach and diligently pursue the cure. If, within sixty (60) days after receipt of the written notice of breach, the COUNTY has neither cured the breach, nor is diligently pursuing cure of the breach, then upon receipt by the COUNTY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the COUNTY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under the Permit. Revocation will not be the exclusive remedy available to the DEPARTMENT to correct any such breach by the COUNTY.



**Commonwealth of Virginia**  
**Department of Transportation**  
**Land Use Permit**



Permit No.	947-100588
Revision No.	11
Status	Active

*This permit only grants permission to use whatever rights the Commonwealth Transportation Board and the Department of Transportation have in the right of way and no more, and it is the obligation of the permittee to secure any other releases or permission that may be needed in order to perform the work.*

Application No.	Payment Method	0	Total Payment Amount
Effective Date	September 27, 2010	Expiration Date	January 1, 2052
Reinstatement Date	Revision Date	September 27, 2010	

<b>Permittee Information:</b>	<b>Your Job #</b>	This permit is in perpetuity per Memorandum of Agreement no permit renewal or reinstatements required by Arlington County.	<b>Surety &amp; Account Receivable Information:</b>
<b>Owner</b> 546001123-947D-0, Arlington County Dept. of Public Works <b>Address</b> Arlington County Government Environmental Services 2100 Clarendon Blvd., Ste. 900 Arlington, VA 22201 <b>Contact</b> Dennis Leach <b>Phone #</b> (703)228-0588 <b>Fax #</b> (703)228-4192 <b>24 Hr. #</b> (571)238-8044	<b>Agent</b>		<b>Name</b> * <b>Surety Type</b> Resolution <b>Surety Acct.</b> AVA000015  <b>Amount</b> 1,000.00 <b>Obligation Amt.</b> 1,000.00 <b>Surety Holder</b> Owner  <b>Acct. Recv. #</b>

**AUTHORIZATION:** In compliance with your application, permission is hereby given insofar as the Commonwealth Transportation Board has the right, power, and authority under sections 33.1 - 12(3); 33.1 - 197; 33.1 - 198 of the Code of Virginia as amended, to grant by Special Agreement and/or by Land Use Permit for you to perform the work and or activity(s) described below:

<b>Location</b>
<b>Map #</b> 0 <b>County/City/Town</b> Arlington <b>Highway Route(s)</b> I-395 <b>From Route</b> **, South Joyce Street <b>To Route</b> **, South Joyce Street

<b>Work Description</b>			
Work as described in the Memorandum of Agreement between Arlington County and Commonwealth of Virginia dated on/about October 1, 2010; and as specified in Memorandum of Agreement Attachments C-3 and C-3b. See attached sketch			
<b>Fee Description</b>	<b>New Fee</b>	<b>Existing Fee</b>	<b>Total</b>
*** Fees Waived			\$0.00
<b>Totals</b>			

Applicant has complied with Section Code 58-265.15 affidavit is attached.  YES  Not Applicable

**TERMS:** Applicable as stated within the Land Use Permit Manual (current edition) and/or as per approved plan(s) and/or regulatory instructions and/or agreements attached hereto. **THIS PERMIT IS NOT VALID WITHOUT THE FOLLOWING ATTACHMENTS:**

See agreement in attachment C-3/C-3b

**COMMONWEALTH TRANSPORTATION BOARD**  
 Greg A. Whirley, Commissioner  
 By:   
 Dorothy Purvis

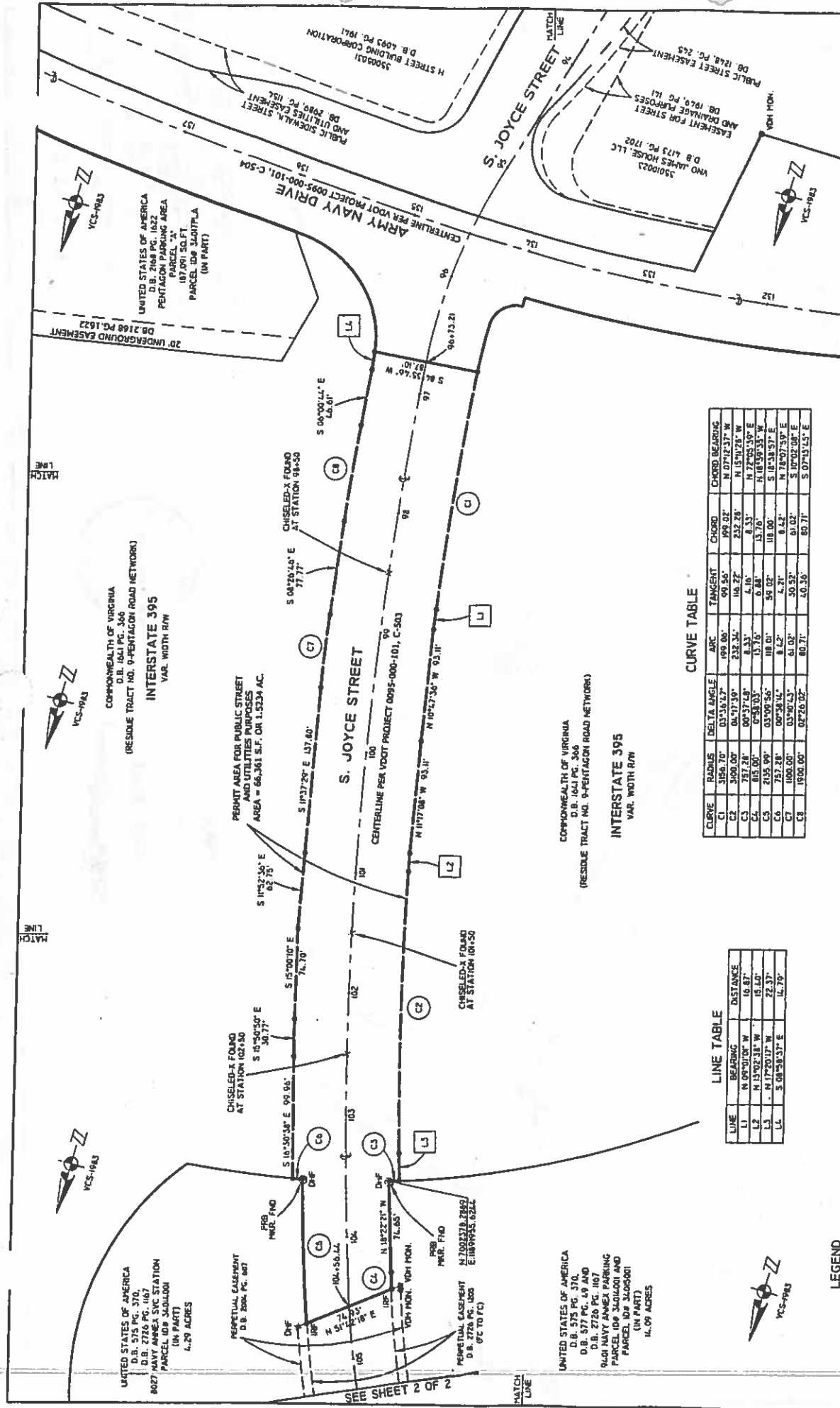
9/27/2010

- C** Call before you dig
- A** Allow the required time for marking
- R** Respect and protect the marks/flags
- E** Excavate carefully



**Final Inspection Requirements:** Upon completion of the work described under this permit, the permittee shall contact the following office in writing to request inspection.  
 Mark Kaldmaa 703-383-2652  
 14685 Avion Parkway  
 Chantilly, VA 20151-1104





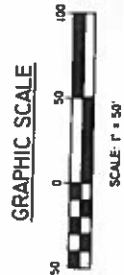
**CURVE TABLE**

CURVE	RADIUS	DELTA ANGLE	ARC	TANGENT	CHORD	CHORD BEARING
C1	3186.70'	03°16'27"	199.00'	99.50'	199.02'	N 07°12'37" W
C2	3500.00'	04°37'39"	232.34'	116.22'	232.28'	N 15°01'28" W
C3	757.28'	09°37'48"	8.33'	4.16'	8.33'	N 72°03'39" E
C4	85.00'	0°58'03"	15.76'	6.88'	15.76'	N 18°59'35" E
C5	2155.99'	03°09'36"	118.00'	59.00'	118.00'	S 18°48'57" E
C6	757.28'	09°37'48"	8.42'	4.21'	8.42'	N 78°07'59" E
C7	1000.00'	03°40'23"	61.02'	30.52'	61.02'	S 10°02'06" E
C8	1900.00'	02°26'02"	80.71'	40.35'	80.71'	S 07°15'45" E

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 09°07'07" W	16.87'
L2	N 15°02'31" W	15.40'
L3	N 17°20'17" W	22.37'
L4	S 08°58'37" E	11.79'

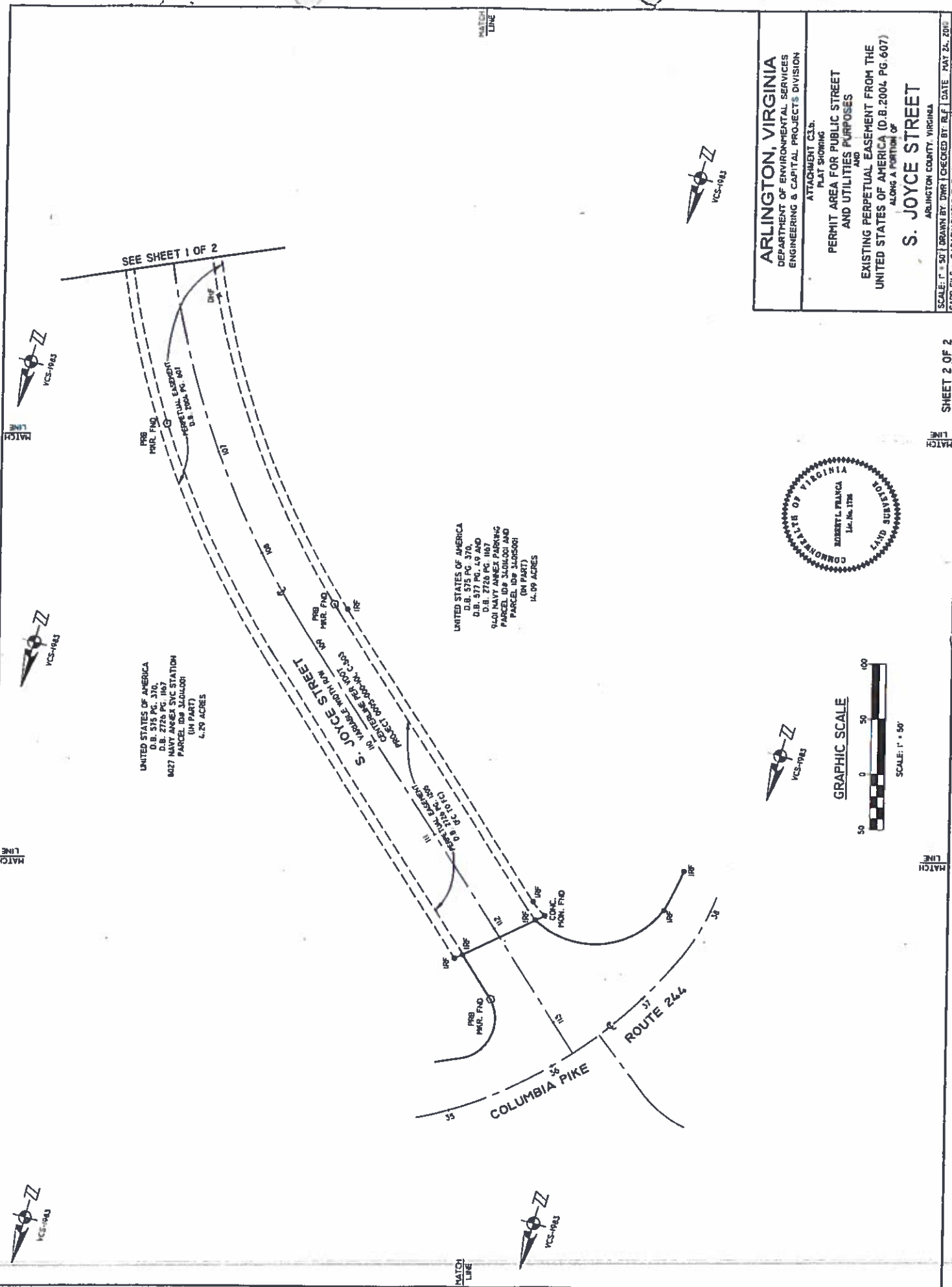
- LEGEND**
- ◆ DHF = DRILL HOLE FOUND
  - IRF = IRON ROD FOUND
  - YOH MON. = VIRGINIA DEPARTMENT OF HIGHWAYS MONUMENT FOUND
  - ⊙ PRB MON. FND. = PENTAGON RESERVATION BOUNDARY BRASS MARKER FOUND
  - ⊕ CURVE NUMBER (SEE CURVE TABLE)
  - ⊖ LINE NUMBER (SEE LINE TABLE)
  - ⊗ CHISEL-X FOUND
  - ⊙ CONC. MON. FND. = CONCRETE MONUMENT FOUND



**ARLINGTON, VIRGINIA**  
 DEPARTMENT OF ENVIRONMENTAL SERVICES  
 ENGINEERING & CAPITAL PROJECTS DIVISION

ATTACHMENT C1.B.  
 PLAT SHOWING  
 PERMIT AREA FOR PUBLIC STREET  
 AND UTILITIES PURPOSES  
 EXISTING PERPETUAL EASEMENT FROM THE  
 UNITED STATES OF AMERICA (D.B. 2004, PG. 607)  
**S. JOYCE STREET**  
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50'  
 DRAWN BY: DWR | CHECKED BY: R.F. | DATE: MAY 24, 2010  
 CAD FILE: G:\DATA\GIS\SURVEY\DRAWINGS\COL\PLAT\PERM-E-3172.DWG



SEE SHEET 1 OF 2

UNITED STATES OF AMERICA  
 D.B. 515 PG. 370  
 D.B. 2726 PG. 187  
 8027 NAVY ANEX SVC STATION  
 PARCEL 109 3401000  
 (IN PART)  
 4.29 ACRES

UNITED STATES OF AMERICA  
 D.B. 515 PG. 370  
 D.B. 575 PG. 370  
 D.B. 575 PG. 400  
 D.B. 2726 PG. 187  
 9401 NAVY ANEX PARKING  
 PARCEL 109 3401000 AND  
 PARCEL 109 3405000  
 (IN PART)  
 14.09 ACRES



GRAPHIC SCALE



ARLINGTON, VIRGINIA  
 DEPARTMENT OF ENVIRONMENTAL SERVICES  
 ENGINEERING & CAPITAL PROJECTS DIVISION

ATTACHMENT C3.B.  
 PLAN SHOWING  
 PERMIT AREA FOR PUBLIC STREET  
 AND UTILITIES PURPOSES  
 AND  
 EXISTING PERPETUAL EASEMENT FROM THE  
 UNITED STATES OF AMERICA (D.B. 2004 PG. 607)  
 ALONG A PORTION OF  
**S. JOYCE STREET**  
 ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50' DRAWN BY: DMR | CHECKED BY: RLF | DATE: MAY 24, 2011  
 CADD FILE: G:\DATA\2008\SURVEY\DRAWINGS\STP\110101P01-E3P02.DWG

SHEET 2 OF 2

**Attachment C4 (Land Use Permit Language for Portion of Army Navy Drive owned by the Department)**

- 1) The Department previously acquired right of way associated with an I-395 project along Army Navy Drive. Portions of the Department owned right of way will be transferred to the COUNTY with the Columbia Pike transfer but the DEPARTMENT will retain portions of the Army Navy Drive right-of way until access and easement needs on the future HOT lanes project are clarified. The COUNTY maintains all facilities located within the portion of Army Navy Drive shown on Attachment C4.b.
  
- 2) On the Transfer Date, the DEPARTMENT will issue to the COUNTY a no cost VDOT Land Use Permit in the form attached hereto as Attachment C4.a. (the "Permit"). Such Permit shall include a reference to this Memorandum of Agreement and the provisions in this Attachment C4, and shall be valid and effective on the Transfer Date. The Permit will grant to the COUNTY, the right to construct, operate and maintain facilities for all modes of transportation and for utilities, within VDOT's right of way on Army Navy Drive as depicted on the plat attached hereto as Attachment C4.b. The Permit will include, without limitation, construction, maintenance, repair, reconstruction, replacement, relocation, redesign, reconfiguration, and/or removal of public street and utility facilities used for, or related to, all modes of transportation (collectively the "Work"). The Work may include, without limitation, drainage, water, sewer, curbs, gutters, sidewalks, fire hydrants, street lights, traffic control equipment, utility poles, street signs, parking meters, and bus and other transportation shelters, benches, and landscaping.
  
- 3) Any modifications to DEPARTMENT owned and maintained facilities, which modifications are performed by, or on behalf of, the COUNTY, must be consistent with, and conform to, applicable provisions of the Policy on Geometric Design of Highways and Streets, 2004 Fifth Edition American Association of

State Highway and Transportation Officials or any subsequent approved edition or update of such Policy. Utility installations within the Permit Area must also conform to the installation requirements outlined in the VDOT Land Use Permit Manual.

- 4) Any Work within the Permit Area that will not obstruct or impede traffic flow on the Department-owned and maintained Interstate 395 facilities or ramps is authorized to be performed by the COUNTY pursuant to the Permit without additional approvals from the DEPARTMENT.
- 5) Any Work within the Permit Area which will obstruct or impede traffic flow on the Department-owned and maintained, grade-separated Interstate 395 facilities or ramps, will require the following concurrence process with the DEPARTMENT: The COUNTY will first notify the NOVA District Permits Office of the proposed Work, referencing the Permit. The COUNTY will provide a "maintenance of traffic control plan", sealed by a licensed professional engineer, and a general description of Work that may affect the above-referenced facilities. The DEPARTMENT will approve or disapprove the COUNTY request within thirty (30) days of receipt thereof. A request to perform work within the DEPARTMENT'S right of way that requires a design exception or design waiver will be approved within 60 days, or an explanation given why the design waiver/exception cannot be approved.
- 6) In the event of the need for unplanned emergency work necessary for public safety, the COUNTY shall contact the NOVA Traffic Operations Center or, during normal business hours, the NOVA District Permits Office immediately. Notwithstanding any provision herein to the contrary, after such notification, the COUNTY may begin the emergency Work. If the COUNTY does not provide such notification, then the DEPARTMENT may require a written request from the COUNTY before any future Emergency Work begins.

- 7) The Permit will entitle the COUNTY, to construct, operate and maintain a streetcar system along Army Navy Drive within the Permit Area. The COUNTY is responsible for the installation and maintenance costs of all traffic control devices necessary to control traffic for the streetcar system. All related Work activities associated with the streetcar system will be governed by paragraphs 4 and 5 as applicable.
- 8) The streetcar system as well as any other transportation improvement project the COUNTY pursues is considered by the DEPARTMENT and the COUNTY to be a DEPARTMENT sanctioned project for the purposes of utility relocation and Section 33.1-75.3. The DEPARTMENT agrees to provide to the COUNTY the benefit of any provision of recorded utility or other easements, or agreements, as applicable. The DEPARTMENT will provide assistance to the COUNTY if requested subject to available staffing and reimbursement.
- 9) The DEPARTMENT shall not arbitrarily interfere with the COUNTY'S rights under the Permit and shall include the COUNTY in any discussions regarding significant plans for improvements or modifications in the Permit Area that may obstruct, impede or interrupt any mass transportation service provided by the County through the Permit Area. The DEPARTMENT shall also provide the COUNTY with at least thirty (30) calendar days prior written notice before Work on such improvements or modifications is to begin.
- 10) The DEPARTMENT agrees the Permit will not be revoked unless there is a breach of the Memorandum of Agreement or terms of the Permit and the COUNTY has received written notification thereof with a specific description of the breach, and the County fails to cure a breach consistent with this paragraph. Upon receipt of a notice of breach, the COUNTY will begin to cure such breach and diligently pursue the cure. If, within sixty (60) days after receipt of the written notice of breach, the COUNTY has neither cured the breach, nor is diligently pursuing cure of the breach, then upon receipt by the COUNTY of a written notice from the DEPARTMENT stating that the breach has neither been cured,

nor is the COUNTY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under the Permit. Revocation will not be the exclusive remedy available to the DEPARTMENT to correct any such breach by the COUNTY.

**Commonwealth of Virginia**  
**Department of Transportation**  
**Land Use Permit**



Permit No.	947-100591
Revision No.	5
Status	Active

*This permit only grants permission to use whatever rights the Commonwealth Transportation Board and the Department of Transportation have in the right of way and no more, and it is the obligation of the permittee to secure any other releases or permission that may be needed in order to perform the work.*

Application No.	Payment Method	0	Total Payment Amount
Effective Date	September 27, 2010	Expiration Date	January 1, 2052
Reinstatement Date	Revision Date	September 27, 2010	

<b>Permittee Information:</b>	<b>Your Job #</b>	This permit is in perpetuity per Memorandum of Agreement no permit renewal or reinstatements required by Arlington County.	<b>Surety &amp; Account Receivable Information:</b>
<b>Owner</b> 648001123-847D-0, Arlington County Dept. of Public Works <b>Address</b> Arlington County Government Environmental Services 2100 Clarendon Blvd., Ste. 900 Arlington, VA 22201 <b>Contact</b> Dennis Leach <b>Phone #</b> (703)228-0588 <b>Fax #</b> (703)228-4192 <b>24 Hr. #</b> (571)238-8044	<b>Agent</b>		<b>Name</b> * <b>Surety Type</b> Resolution <b>Surety Acct.</b> AVA000015  <b>Amount</b> 1,000.00 <b>Obligation Amt.</b> 1,000.00 <b>Surety Holder</b> Owner  <b>Acct. Recv. #</b>

**AUTHORIZATION:** In compliance with your application, permission is hereby given insofar as the Commonwealth Transportation Board has the right, power, and authority under sections 33.1 - 12(3); 33.1 - 197; 33.1 - 198 of the Code of Virginia as amended, to grant by Special Agreement and/or by Land Use Permit for you to perform the work and or activity(s) described below.

**Location**

**Map #** 0  
**County/City/Town** Arlington  
**Highway Route(s)** 00, Army Navy Drive  
**From Route** \*\*, S. Hayes Street  
**To Route** \*\*, Eads Street

**Work Description**

Work as described in the Memorandum of Agreement between Arlington County and Commonwealth of Virginia dated on/about October 1, 2010; and as specified in Memorandum of Agreement Attachments C-4 and C-4b. See attached sketch.

Fee Description	New Fee	Existing Fee	Total
*** Fees Waived			\$0.00
<b>Totals</b>			

Applicant has complied with Section Code 56-265.15 affidavit is attached.  YES  Not Applicable

**TERMS:** Applicable as stated within the Land Use Permit Manual (current edition) and/or as per approved plan(s) and/or regulatory instructions and/or agreements attached hereto. **THIS PERMIT IS NOT VALID WITHOUT THE FOLLOWING ATTACHMENTS:**

See agreement in attachment C-4/C-4b

**COMMONWEALTH TRANSPORTATION BOARD**  
 Greg A. Whirley, Commissioner

By: *D Purvie* 9/27/2010  
 Dorothy Purvie

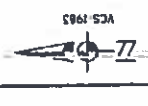
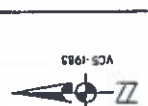
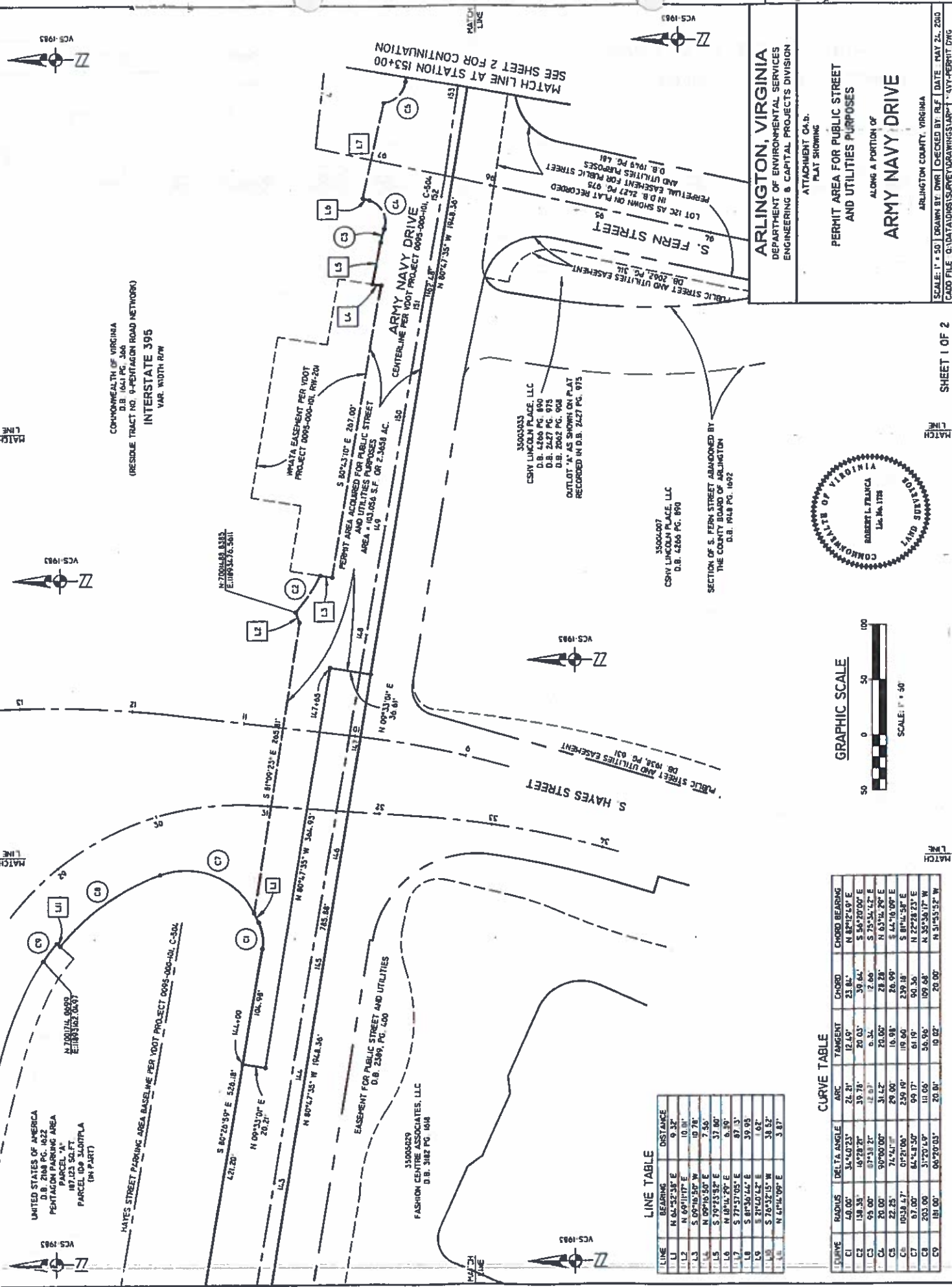
- C** Call before you dig
- A** Allow the required time for marking
- R** Respect and protect the marks/flags
- E** Excavate carefully



**Final Inspection Requirements:** Upon completion of the work described under this permit, the permittee shall contact the following office in writing to request inspection.

Mark Kaldmaa 703-383-2852  
 14885 Avion Parkway  
 Chantilly, VA 20151-1104

Permit No.: 947-100591, Revision No.: 5



COMMONWEALTH OF VIRGINIA  
 D.B. 1641 PG. 36A  
 INTERSTATE 395  
 VAR. WIDTH R/W

UNITED STATES OF AMERICA  
 D.B. 2168 PG. 1622  
 PENTAGON PARKING AREA  
 PARCELS 10A, 11A, 12A, 13A, 14A  
 PARCEL 10A (IN PART)

INMATA EASEMENT PER YOOT  
 PROJECT 0005-000-10L R/W-200

PERMIT AREA ACQUIRED FOR PUBLIC STREET  
 AND UTILITIES PURPOSES  
 AREA = 103,666 S.F. OR 2.3668 AC.

ARMY NAVY DRIVE  
 CENTERLINE PER YOOT PROJECT 0005-000-10L  
 C-304

SECTION OF S. FERN STREET ABANDONED BY  
 THE COUNTY BOARD OF ARLINGTON  
 D.B. 1948 PG. 1692

CSHY LINCOLN PLACE, LLC  
 D.B. 4260 PG. 890  
 D.B. 2042 PG. 923  
 D.B. 2042 PG. 923  
 OUTLOT "A" AS SHOWN ON PLAT  
 RECORDED IN D.B. 2427 PG. 975

CSHY LINCOLN PLACE, LLC  
 D.B. 4260 PG. 890

LOT 12C AS SHOWN ON PLAT RECORDED  
 IN D.B. 2427 PG. 975  
 PERPETUAL EASEMENT FOR PUBLIC STREET  
 AND UTILITIES PURPOSES  
 D.B. 1949 PG. 161

S. FERN STREET

MATCH LINE AT STATION 153+00  
 SEE SHEET 2 FOR CONTINUATION



**LINE TABLE**

CURVE	BEARING	DELTA ANGLE	ARC	TANGENT	CHORD	CHORD BEARING
C1	N 84°27'31" E	9.31°	24.81'	12.10'	23.81'	N 82°12'49" E
L2	N 04°11'17" E	10.81°	39.34'	20.03'	38.44'	S 84°27'00" E
L3	S 09°15'59" W	10.78°	6.34'	21.66'	21.66'	S 25°41'17" E
L4	N 09°15'59" E	7.56°	31.60'	20.00'	28.99'	N 63°16'28" E
L5	S 79°23'32" E	6.90°	11.05'	19.98'	23.91'	S 44°10'09" E
L6	N 09°15'59" E	6.90°	31.60'	20.00'	28.99'	S 81°16'58" E
L7	S 77°37'05" E	8.73°	11.05'	19.98'	23.91'	S 81°16'58" E
L8	S 81°35'24" E	39.95°	11.05'	19.98'	23.91'	S 81°16'58" E
L9	S 29°20'52" E	1.67°	38.52'	38.52'	90.36'	N 22°28'23" E
L10	S 70°32'15" W	38.52°	38.52'	38.52'	90.36'	N 55°58'17" W
L11	N 21°16'09" E	3.87°	20.00'	10.00'	20.00'	N 51°53'52" W



**CURVE TABLE**

CURVE	RADIUS	DELTA ANGLE	ARC	TANGENT	CHORD	CHORD BEARING
C1	40.00'	34°40'23"	24.81'	12.10'	23.81'	N 82°12'49" E
L2	158.34'	10°72'27"	39.34'	20.03'	38.44'	S 84°27'00" E
L3	68.00'	13°11'37"	6.34'	21.66'	21.66'	S 25°41'17" E
C3	20.00'	99°00'00"	31.42'	20.00'	28.99'	N 63°16'28" E
C5	22.25'	74°41'17"	20.00'	19.98'	23.91'	S 44°10'09" E
C6	100.3817'	07°21'06"	29.99'	19.98'	23.91'	S 81°16'58" E
C7	67.00'	64°43'30"	38.52'	38.52'	90.36'	N 22°28'23" E
C8	203.00'	57°20'19"	11.05'	19.98'	23.91'	N 55°58'17" W
C9	191.00'	06°20'03"	20.00'	10.00'	20.00'	N 51°53'52" W

**ARLINGTON, VIRGINIA**  
 DEPARTMENT OF ENVIRONMENTAL SERVICES  
 ENGINEERING & CAPITAL PROJECTS DIVISION

ATTACHMENT C.A.D.  
 PLAT SHOWING

PERMIT AREA FOR PUBLIC STREET  
 AND UTILITIES PURPOSES

ALONG A PORTION OF  
**ARMY NAVY DRIVE**

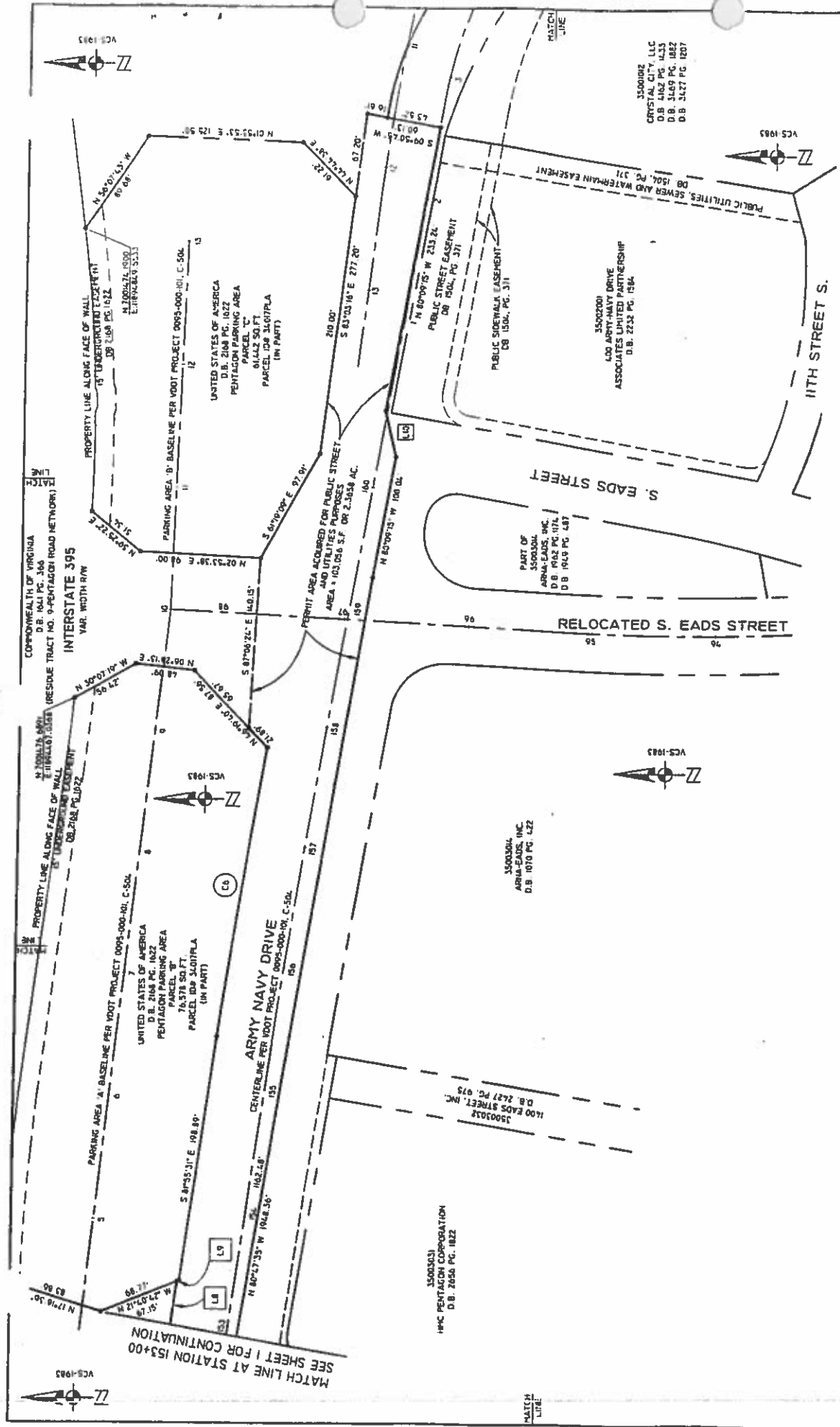
ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50' | DRAWN BY: DWR | CHECKED BY: R.F. | DATE: MAY 24, 2010  
 CADD FILE: Q:\DATA\DWG\SURVEY\DRAWINGS\ARMY NAVY-PERMIT.DWG

SHEET 1 OF 2

MATCH LINE





ARLINGTON, VIRGINIA  
 DEPARTMENT OF ENVIRONMENTAL SERVICES  
 ENGINEERING & CAPITAL PROJECTS DIVISION

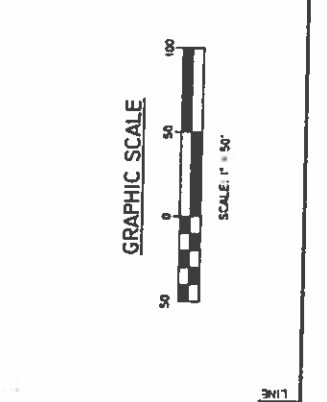
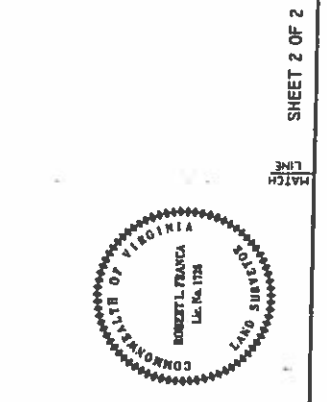
ATTACHMENT C.A. 1  
 PLAT SHOWING

PERMIT AREA FOR PUBLIC STREET  
 AND UTILITIES PURPOSES

ALONG A PORTION OF  
**ARMY NAVY DRIVE**

ARLINGTON COUNTY, VIRGINIA

SCALE: 1" = 50' DRAWN BY: DTR/L CHECKED BY: RFT DATE: MAY 24, 2010  
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**Attachment D**  
**(Description of What the DEPARTMENT Will Maintain in Interchange/Intersection Areas)**

To ensure consistency in maintenance responsibility, the DEPARTMENT has established standard practices regarding maintenance and inspection responsibility of interchanges and grade separated bridges at all intersections of the DEPARTMENT maintained roadways with the local streets in Arlington and Henrico Counties as well as intersections with urban streets in Cities and Towns that maintain their own road network. The following will govern the DEPARTMENT'S maintenance responsibility at the grade separated interchanges with Columbia Pike.

When the DEPARTMENT maintained grade separated facility passes over a COUNTY maintained street or road, the maintenance of the entire bridge and slopes back of the normal ditch or sidewalks, including ramp connections to the edge of the street pavement, shall be the responsibility of the DEPARTMENT. The street roadway underneath the grade separated facility and shoulder, ditch and sidewalk maintenance shall continue to be the responsibility of the COUNTY. All other features not described here will be maintained based on the R/W ownership unless otherwise agreed to by both Parties.

Overhead directional signs that provide direction to the DEPARTMENT maintained facilities will be maintained by the DEPARTMENT.

The DEPARTMENT shall continue to be responsible for any roadway related facilities within its right of way at at-grade intersections unless addressed by separate agreement or permit.

**Attachment E - List of Open ("Active") VDOT Land Use Permits on the Effective Date**

Permit No.	Permittee	Route No.	Work Description	Permit Status	Received Date	Approval Date
90529	Arlington County Dept. of Public Works	244	Sanitary sewer line	Active	23-Aug-06	30-Aug-06
91438	Dominion Virginia Power	244	Utility work	Active	29-Nov-06	30-Jan-07
92102	West Columbia Pike LLC	244	Construction access for work site, sidewalks, curb and gutter, utility work, pavement reconstruction, and traffic signal modification	Active	20-Feb-07	19-Jun-07
99031	Metropolitan Network Services, Inc.	244	Utility installation	Active	29-Jul-09	25-Aug-09
99243	Arlington County Dept. of Public Works	244	Utility work	Active	24-Aug-09	25-Sep-09
99291	Penrose Square Associates LLC	244	Construct one commercial entrance.	Active	31-Aug-09	02-Sep-09
99347	Metropolitan Network Services, Inc.	244	Utility installation	Active	15-Sep-09	30-Sep-09
99792	Metropolitan Network Services, Inc.	244	Utility installation	Active	12-Nov-09	10-Dec-09
99801	Metropolitan Network Services, Inc.	244	Utility installation	Active	16-Nov-09	10-Dec-09
99952	Metropolitan Network Services, Inc.	244	Utility installation	Active	23-Dec-09	12-Jan-10
99953	Metropolitan Network Services, Inc.	244	Utility installation	Active	23-Dec-09	12-Jan-10
99954	Metropolitan Network Services, Inc.	244	Utility installation	Active	23-Dec-09	12-Jan-10
100039	Washington Gas Light	244	Utility installation	Active	23-Dec-09	12-Jan-10
100351	US Army Corps of Engineers	244	Construct fence	Active	25-Jan-10	24-Feb-10
100722	Penrose Square Associates	244	Mill, overlay and stripe 538'	Active	25-Mar-10	3-Aug-10
101018	Dominion Virginia Power	244	DVP to park, load/unload	Active	14-June-10	21-June-10
101812	Dominion Virginia Power	244	Utility work	Active	1-Jul-10	30-Jul-10
102313	Marine Corps Marathon	244	35 <sup>th</sup> Annual Marine Corps Marathon	Active	16-Jul-10	17-Aug-10
103091	Arlington County Dept. of Public Works	244	Storm sewer work	Active	2-Aug-10	6-Aug-10
				Active	1-Sept-10	2-Sept-10

**Attachment F (Traffic Signals along Columbia Pike that will be Covered Under County/VDOT Signal Agreement)**

After the Transfer Date all traffic signals along Columbia Pike from S. Jefferson Street to South Joyce Street, inclusive, will be owned, maintained and operated by the COUNTY without compensation, except those traffic signals located in intersection areas in which the DEPARTMENT has retained ownership, for which the DEPARTMENT will compensate the COUNTY as described below.

In areas of Columbia Pike intersections where the DEPARTMENT retains ownership, traffic signals will be managed under the provisions of the agreement entitled "Agreement for the Administration, Operation, and Maintenance of a County-wide Traffic Signal System in Arlington County, Virginia", dated March 16, 1977 ("Traffic Signal Agreement"). Under provisions of the Traffic Signal Agreement, the COUNTY is responsible for the maintenance and operation of the traffic signals and is compensated by the DEPARTMENT. The traffic signals currently in intersection areas where the DEPARTMENT will retain ownership and therefore are covered by this agreement are:

	RIGHT OF WAY	INTERSECTING STREET/ROAD	Owner	Ownership Post Transfer
1	Columbia Pike	Carlyn Springs Rd.	VDOT	Commonwealth/VDOT
2	Columbia Pike	S. Glebe Rd.	VDOT	Commonwealth/VDOT
3*	Columbia Pike	S. Quinn St.*	VDOT	Commonwealth/VDOT

During the planned Route 27/244 Interchange project, two new and one relocated (\*from S. Quinn St. to S. Queen St.) traffic signal will be installed in intersection areas where the DEPARTMENT will retain ownership. These two new and one relocated traffic signals are:

	RIGHT OF WAY	INTERSECTING STREET/ROAD	Owner	Ownership Post Transfer
1	Columbia Pike	S. Queen St. *	VDOT	Commonwealth/VDOT
2	Columbia Pike	Ramps A and B	VDOT	Commonwealth/VDOT
3*	Columbia Pike	S. Orme St.	VDOT	Commonwealth/VDOT

Any future installation of traffic signals by the DEPARTMENT in areas which the DEPARTMENT controls the right of way will be subject to the provisions of the Traffic Signal Agreement unless otherwise agreed to by both parties.

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