



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
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Agenda item # 12

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

December 6, 2017

MOTION

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

Action: Motion Carried, Unanimously

Title: Approval of Transfer of State Route 237 from the Primary System of State Highways to the Local Road System of Arlington County and Conveyance of Associated Right of Way and Property and Authorization for the Commissioner of Highways to Execute a Memorandum of Agreement with Arlington County Relating to the Transfer and Conveyance

WHEREAS, the County Board of Arlington, by formal resolution dated July 18, 2017, attached hereto as Appendix A, requested that State Route 237, comprised of Fairfax Drive and 10th Street North, be transferred from the primary system of state highways to their local road system; and

WHEREAS, §33.2-315 of the *Code of Virginia* 1950, as amended, authorizes the Commonwealth Transportation Board, if requested by the local governing body, to transfer roads from the primary system of state highways to the local road systems of any locality that receives payments pursuant to §33.2-366 which includes Arlington County; and

WHEREAS, §33.2-907 of the *Code of Virginia* 1950, authorizes the Commonwealth Transportation Board, upon petition of a local governing body, to transfer real estate acquired incidental to the construction, reconstruction, alteration, maintenance or repair of the Primary State Highway System which constitutes a section of public road, to the local governing body, and upon such transfer, such section of road shall cease being a part of the Primary State Highway System; and

WHEREAS, the Commissioner of Highways has negotiated a memorandum of agreement, attached hereto as Appendix B, with Arlington County for the transfer of State Route 237, comprised of Fairfax Drive and 10th Street North and conveyance of associated right of way and property, to the County, (State Route 237 MOA), and recommends approval by the Commonwealth Transportation Board.

NOW THEREFORE, BE IT RESOLVED, that pursuant to 33.2-315 of the *Code of Virginia*, the Commonwealth Transportation Board hereby approves the transfer of State Route 237, comprised of Fairfax Drive and 10th Street North, located in Arlington County, from the primary system of state highways to Arlington County's local road system, effective July 1, 2018 or upon the Commissioner's execution of the State Route 237 MOA, whichever is later, at which time the road shall cease to be a part of the primary system of state highways and will be included in the local system maintained by Arlington County which shall receive payment for this route in accordance with §33.2-366 beginning in Fiscal Year 2019.

BE IT FURTHER RESOLVED, that pursuant to §33.2-907 of the *Code of Virginia*, the real property associated with State Route 237, comprised of Fairfax Drive and 10th Street North, as appropriate and as further described in Attachment A to the State Route 237 MOA, will also be conveyed to Arlington County, effective July 1, 2018 or upon the Commissioner's execution of the MOA, whichever is later..

BE IT FURTHER RESOLVED, that the Commonwealth Transportation Board does hereby approve the State Route 237 MOA, attached hereto as Appendix B, with such changes as the Commissioner of Highways deems appropriate and authorizes the Commissioner of Highways to execute the MOA on behalf of the Commonwealth contingent upon receipt of the executed MOA from Arlington County.

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CTB Decision Brief

Approval of Transfer of State Route 237 from the Primary System of State Highways to the Local Road System of Arlington County and Conveyance of Associated Right of Way and Property and Authorization for the Commissioner of Highways to Execute a Memorandum of Agreement with Arlington County Relating to the Transfer and Conveyance

Issue: Arlington County has requested that the Virginia Department of Transportation (VDOT) transfer a section of State Route 237 (which is comprised of Fairfax Drive and 10th Street North) from the primary system of state highways to the local road system of Arlington County, along with fee title to certain portions of State Route 237 right of way (ROW). Pursuant to §33.2-315 and §33.2-907 of the *Code of Virginia*, approval of the Commonwealth Transportation Board (CTB) for transfer of State Route 237 from the primary system to the Arlington County road system and conveyance to Arlington County VDOT's interest in certain portions of Route 237 is sought.

Facts: Arlington currently maintains 1,051 lane miles of local roads in Arlington County and currently receives maintenance payments of \$18,515 for each lane mile maintained. The Board of Arlington County, by resolution dated July 18, 2017, (attached hereto as Appendix A) requested that State Route 237 be transferred to the County's local road system and that VDOT convey to Arlington County the existing rights of way and easements owned for State Route 237. Pursuant to the July, 2017 Resolution, Arlington County seeks this transfer as part of its effort to acquire more resources to manage the lanes on several corridors parallel to I-66 to most efficiently move more people and as part of planned development along State Route 237. This transfer will remove State Route 237 from the primary system of state highways and place it in the County's local road system. The transfer of Route 237 will add 6.61 lane-miles to 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 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.

VDOT and Arlington County have mutually prepared a Memorandum of Agreement (MOA) (attached hereto as Appendix B) that would (i) transfer State Route 237 from the Primary System of State Highways to Arlington County's local road system and (ii) convey by means of a quit claim deed VDOT's interest in right of way and property embraced by certain portions of State Route 237 as described in Attachment A to the MOA. Generally, the terms of the MOA impose upon VDOT:

- the duty to effectuate the above referenced transfer and conveyance of State Route 237 to Arlington,

- the duty to make quarterly maintenance payments to Arlington at the established mileage rate for the additional lane miles resulting from the transfer, effective July 1, 2018,
- authority to withhold maintenance payments if the number of through travel lanes on State Route 237 is reduced below the number required by the MOA, and
- the duty to make readily available information available to Arlington and, subject to available staffing and reimbursement, to assist with resolution of property boundary issues and disputes.

The MOA requires Arlington County to

- assume the same responsibilities for maintenance, construction and operations of the portions of Route 237 conveyed that it currently has for the other roads maintained as part of its local road system, and
- recognize any plan approved by VDOT prior to the transfer date.

After the transfer, and beginning in Fiscal Year 2019, Arlington County will begin receiving maintenance payments for the transferred lane miles in accordance with 33.2-366.

Recommendation: VDOT recommends approving the MOA (attached hereto as Appendix B) with such changes as the Commissioner of Highways deems appropriate and the transfer of State Route 237 from the primary system of state highways to the local road system of Arlington County. VDOT also recommends approval of the conveyance of the associated property on State Route 237 as described in Attachment A to the MOA. If the resolution is approved, the Commissioner will be authorized to execute the agreement, once signed by the County. The transfer will be effective July 1, 2018 or upon execution of the MOA by the Commissioner, whichever is later.

Action Required by CTB: The *Code of Virginia* requires CTB approval of 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 the transfer of State Route 237 to Arlington's local road system and conveyance of certain associated ROW to Arlington County, and to authorize the Commissioner to execute the MOA, relating to said transfer and conveyance, with such changes as the Commissioner deems appropriate.

Result if Approved: If approved, the Commissioner will execute the MOA and effective July 1, 2018 or upon execution of the MOA by the Commissioner, whichever is later, VDOT will suspend all VDOT maintenance and jurisdictional activity on State Route 237 and the roadway will be a part of Arlington County's local road system. Commonwealth/VDOT title or property interests in State Route 237 as noted in Attachment A of the MOA, will be conveyed to Arlington County. The County will subsequently receive maintenance payments for the transferred route in accordance with §33.2-366 of the *Code of Virginia* beginning in Fiscal Year 2019.

Options: Approve, Deny or Defer

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



HOPE HALLECK
CLERK TO THE
COUNTY BOARD

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE COUNTY BOARD

2100 CLARENDON BOULEVARD, SUITE 300
ARLINGTON, VIRGINIA 22201-5406
(703) 228-3130 • FAX (703) 228-7430
E-MAIL: countyboard@arlingtonva.us



MEMBERS
JAY FISETTE
CHAIR
KATIE CRISTOL
VICE CHAIR

CHRISTIAN DORSEY
LIBBY GARVEY
JOHN VIHSTADT

CERTIFICATION

I hereby certify that at its July 18, 2017 Recessed Meeting, on a consent motion by Ms. Cristol, seconded by Mr. Dorsey and carried by a vote of 5 to 0, the voting recorded as follows: Mr. Fisette - Aye, Ms. Cristol - Aye, Mr. Dorsey - Aye, Ms. Garvey - Aye, and Mr. Vihstadt - Aye, the County Board of Arlington, Virginia, approved the **C.M. RECOMMENDATIONS** in the attached County Manager's reports dated July 7, 2017 "SUBJECT: Resolution requesting the Virginia Department of Transportation and the Commonwealth Transportation Board to transfer to the County Board of Arlington County, Virginia that section of public road, currently known as State Route 237 (Fairfax Drive/10th Street North), from its intersection with North Glebe Road to its intersection with North Barton Street."

Given under my hand this 19th day of July 2017.

Tina Pryce, Deputy Clerk
Arlington County Board



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item
Meeting of July 15, 2017

DATE: July 7, 2017

SUBJECT: Resolution requesting the Virginia Department of Transportation and the Commonwealth Transportation Board to transfer to the County Board of Arlington County, Virginia that section of public road, currently known as State Route 237 (Fairfax Drive/10th Street North), from its intersection with North Glebe Road to its intersection with North Barton Street.

C. M. RECOMMENDATIONS:

1. Approve the attached Resolution requesting the Virginia Department of Transportation (VDOT) and the Commonwealth Transportation Board (CTB) to transfer to the County Board of Arlington County, Virginia that section of public road, currently known as State Route 237 (Fairfax Drive/10th Street North), from its intersection with North Glebe Road to its intersection with N. Barton Street; and
2. Authorize the Real Estate Bureau Chief, Department of Environmental Services, or his designee, to submit the Resolution to VDOT and CTB for their consideration.

ISSUES: There are no outstanding issues regarding approval of the Resolution.

SUMMARY: The attached Resolution requests the transfer from VDOT to the County Board of a section of public road known as State Route 237 (Fairfax Drive/10th Street North), from its intersection with North Glebe Road to its intersection with North Barton Street pursuant to Section 33.2-315 of the Virginia Code. Upon approval by the County Board, the Resolution would be forwarded to VDOT for consideration and subsequent action by VDOT and the CTB. If the County Board's request is approved by VDOT and the CTB, the subject portion of the State Route 237 right-of-way would be transferred from VDOT to the County Board subject to negotiation and approval of any terms and conditions of such transfer required by VDOT and the CTB.

BACKGROUND: Arlington County has requested flexibility from VDOT in managing lanes on several corridors parallel to I-66 to most efficiently move more people, per the goals of the

County Manager:

mga/cgm

County Attorney:

[Signature]

42.

Staff: Tim O'Hora, DES-Real Estate; Dennis Leach, DES-Transportation

Transform I-66 project. In a letter to Commissioner Kilpatrick in December 2016, the County Manager initiated discussion on the request for the transfer of Route 237.

The Commonwealth has tentatively agreed to transfer ownership to the County of Route 237 from its intersection with North Glebe Road to its intersection with North Barton, per a March 2017 letter from VDOT Commissioner Kilpatrick. County staff has delivered to VDOT NOVA District a comprehensive assessment of the current deeds along the Route 237 corridor.

DISCUSSION: The attached Resolution requests that the State Route 237 right-of-way, from its intersection with North Glebe Road to its intersection with North Barton Street, be conveyed from VDOT to the County Board. Currently, with Route 237 being classified as a primary road under VDOT ownership or control, the County must go through an extensive review process with VDOT for all site plan development reviews and County transportation infrastructure projects, even if the projects are locally funded. Since many of the County's projects on Route 237 utilize urban standards that are not typical of VDOT plans, this often requires obtaining design exceptions in order to implement the project. This cumbersome design-exception process adds time and expense to each project. Removing Route 237 from the state road system and incorporating the urban portion of this route, from roughly Ballston to Courthouse, into the County's local road system would eliminate or reduce VDOT involvement in projects on Route 237. However, any project that utilizes federal or state funding would require VDOT review under the State Environmental Review Process (SERP), as is the case now for projects on the County's local road system.

Unlike many other counties in Virginia, Arlington County staff performs the full range of road maintenance functions on the 1,051 lane miles of road and would accept conveyance and responsibility for the maintenance of the additional 6.61 lane miles constituting this portion of Route 237. Per Section 33.2-366 of the Virginia Code, Arlington County receives a per lane-mile payment each fiscal year for the maintenance of its secondary road system. The Fiscal Year (FY) 2018 rate, approved by the CTB on June 20, 2017, is \$18,515.71 per lane-mile; the rate typically escalates each year. Maintenance responsibilities include landscaping, sidewalk repair, street sweeping, paving, plowing, signage, and pavement markings, which cost the County roughly \$28,000 per lane-mile of roadway, based on the County's most recently reported average maintenance cost per lane-mile.

Discussions with VDOT staff are underway to review details of the proposed transaction and to obtain required documents and information. Arlington County staff has undertaken research, and continues to research, to obtain information to ensure that a comprehensive and accurate understanding of the land and all prior and current obligations are known.

Upon adoption and delivery of the Resolution, it is anticipated that VDOT staff would place the resolution on the September CTB agenda. Upon approval of the Resolution by the CTB, VDOT and County staff would negotiate and prepare documents required to implement the CTB approval and any conditions placed on the transfer by the CTB.

FISCAL IMPACT: The cost of maintaining a lane-mile of roadway exceeds the amount the County receives from the Commonwealth Transportation Board. While annual maintenance

payments from the Commonwealth exceed \$18,500 per lane mile, the County spends more per lane mile on its road system. Excluding capital projects, the County spends up to \$10,000 more per lane mile than the State's reimbursement amount. This equates to \$60,000 - \$70,000 in additional net tax support to the County. The precise level of service for this portion of Route 237 and associated costs would be determined during the FY 2019 budget deliberations.

**RESOLUTION OF THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**

Request to Convey a Section of Public Road Known as State Route 237 from the Virginia Department of Transportation to the County Board of Arlington

WHEREAS, the County Board of Arlington County has undertaken a review of the benefits of transferring a section of State Route 237 (a portion of which is known as 10th Street South and a portion of which is known as Fairfax Drive), a primary road, into the local road system operated and maintained by the County; and

WHEREAS, under Section 33.2-315 of the Code of Virginia (1950), as amended, a local governing body that receives payments pursuant to Virginia Code Sections 33.2-319 or 33.2-366 may request that the Commonwealth Transportation Board transfer roads operated by the locality from the primary to the local road system; and

WHEREAS, the County Board of Arlington currently maintains and constructs improvements on approximately 1051 lane miles of roads in the County's local road system, and

WHEREAS, the County Board of Arlington has seeking to acquire more resources to manage the lanes on several corridors parallel to I-66 to most efficiently move more people, per the goals of the Transform I-66 project; and

WHEREAS, conveyance of title to the fee simple right of way, easements and associated real property interests and rights not currently owned by the County that constitute State Route 237 would assist the County in managing lanes in corridors parallel to I-66 and in meeting the goals of Transform I-66; and

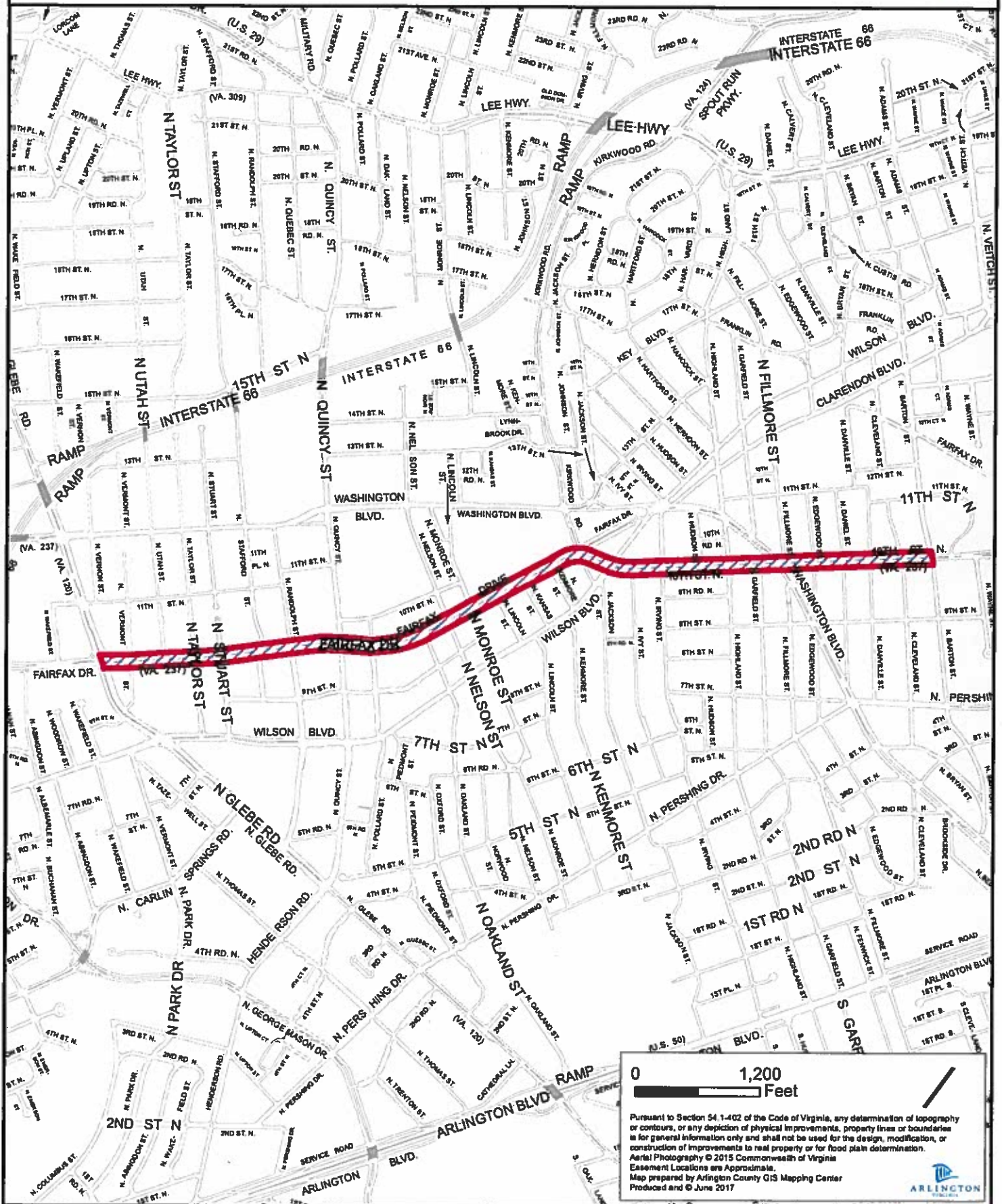
WHEREAS, it would be advantageous for both the traveling public and the County for the County to improve and maintain such section of the public road and right-of-way as part of planned development along Route 237.

NOW, THEREFORE BE IT RESOLVED, that the County Board of Arlington County, Virginia, pursuant to Va. Code Section 33.2-315, hereby requests that the Commonwealth Transportation Board:

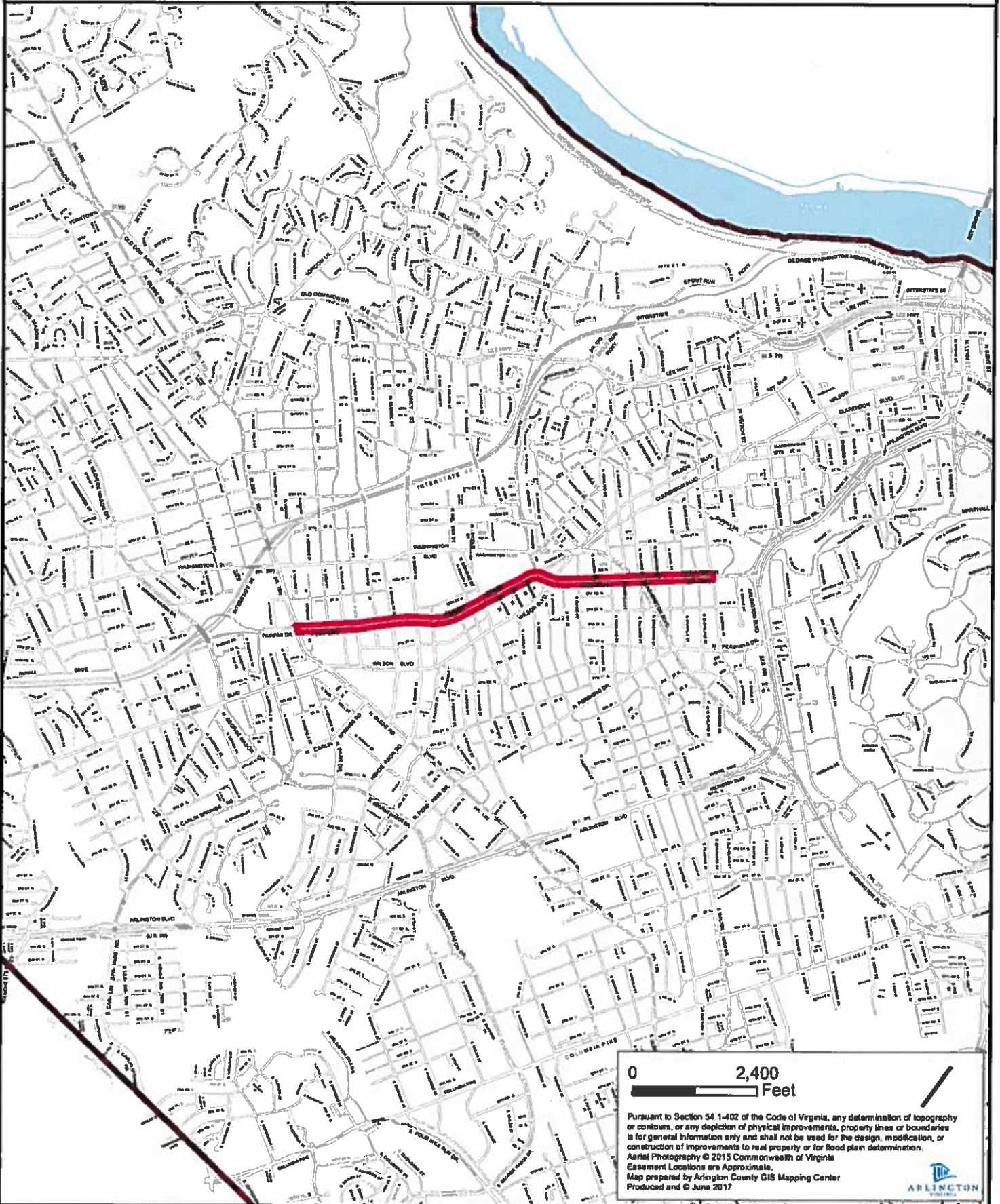
a) Authorize the transfer, from the Primary System of State Highways to the County's local road system, of that section of State Route 237 consisting of 10th Street North from the eastern side of the intersection of 10th Street North with N. Barton Street, west to the intersection of 10th Street North with Fairfax Drive, thence west on Fairfax Drive to the eastern side of the intersection of Fairfax Drive with N. Glebe Road; and

b) Approve conveyance by the Commonwealth of Virginia, to the County Board of Arlington County, Virginia, of all fee simple, easement, and other real property interests and rights the Commonwealth has acquired and/or possesses in such section of Route 237.

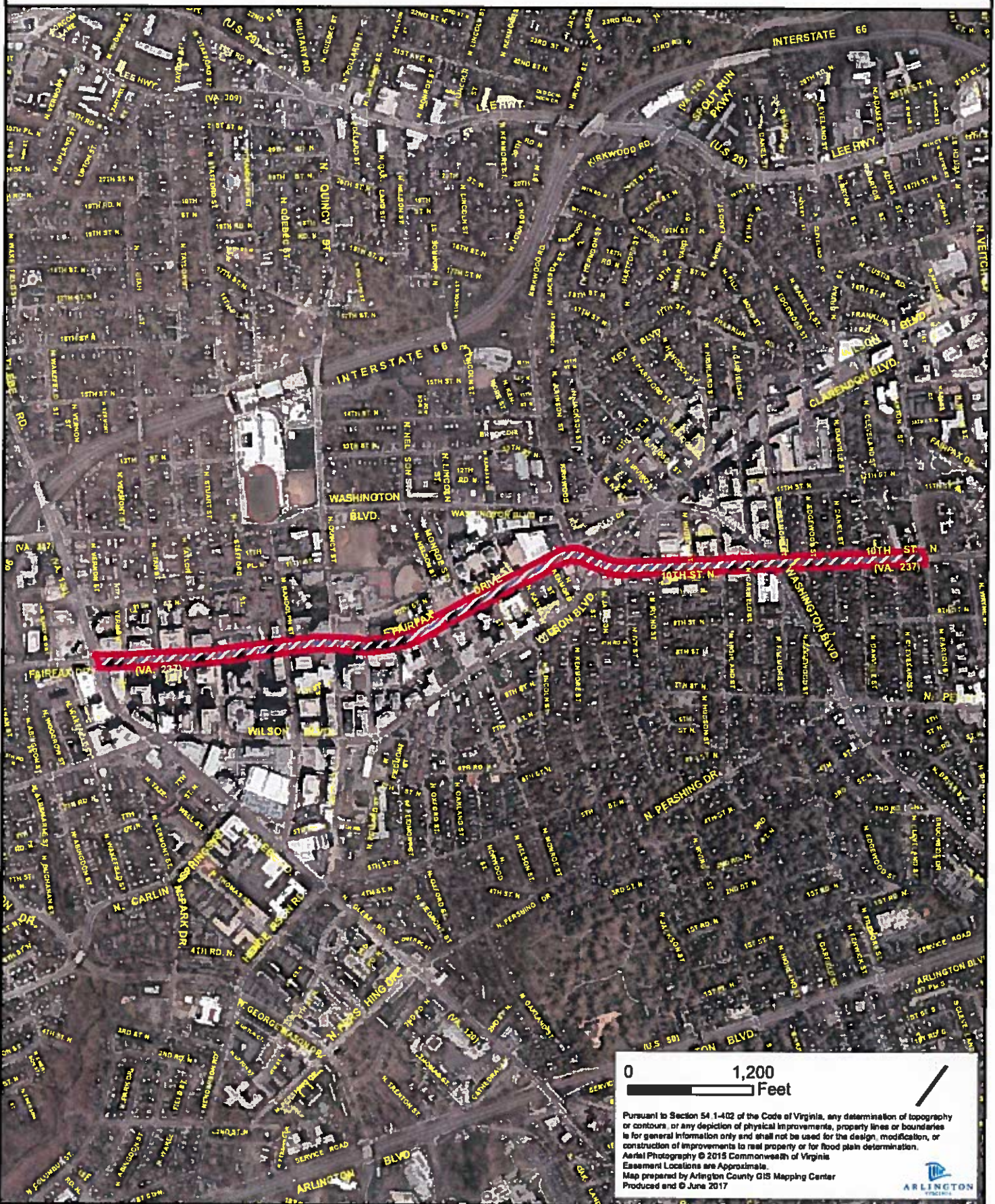
Vicinity Map Transfer of State Route 237



Vicinity Map Transfer of State Route 237



Vicinity Map Transfer of State Route 237



Tax Map Parcel Number not assigned

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

**Exempted from Grantor and Grantee taxes under
Sections 58.1-811(C)(4) and 58.1-811(A)(3)**

THIS QUITCLAIM DEED, made this _____ day of _____,
20____, between the **COMMONWEALTH OF VIRGINIA**, acting by and through the
Commissioner of Highways, (“**GRANTOR**”) and **THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**, a body corporate and politic, (“**GRANTEE.**”)

WITNESSETH:

WHEREAS, this conveyance is authorized in accordance with the provisions of
Sections 33.2-907 and/or 33.2-913 of the Code of Virginia (1950) as amended, in
accordance with the request of the County contained in the resolution passed by the
County of Arlington at its regular meeting held on the 18th day of July, 2017, and at a
meeting of the Commonwealth Transportation Board held on the _____ day of
_____, 20____, by a resolution duly adopted and recorded in the
minutes of said meeting.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR
(\$1.00), and other good and valuable consideration, receipt of which is hereby
acknowledged, the GRANTOR does hereby release, remise and quitclaim unto the
GRANTEE all of its right, title, and interest in and to the hereinafter described land, all of
which lies in the County of Arlington, Virginia:

After recordation return to Grantee’s Address:

Being as shown on the plans for Route 237, State Highway Projects 1419-A, 1900-03-04, and 0237-000-104, R201, and being all the lands lying between the left and right limits of the existing and proposed right of way lines and lands and permanent easements lying on both sides of the centerline of Route 237, and including connections to various streets, and being a portion of the lands or property interests acquired by the GRANTOR for public street purposes from various parties as shown on the Right of Way and Utilities Division Conveyance Reports, dated September 29, 2017, attached hereto, to be recorded herewith and made a part of this conveyance; and,

Less and Except those portions of Parcels 52, 57, 58, 85 and 86 of State Highway Project 1419-A, conveyed to Arthur P. Ruble, by deed dated August 31, 1948, recorded in Deed Book 991, Page 237; Carroll Wright by Deed dated May 23, 1956, recorded in Deed Book 1262, Page 557; and Pentagon Federal Credit Union, by Deed dated March 22, 1983, recorded in Deed Book 2092, Page 668.

GRANTOR also conveys any and all property interests, without limitation, to any property dedication of public rights of way for various subdivisions and to lands from Arlington and Fairfax Auto Railroad as it pertains to portions of Fairfax Drive and 10th Street North.

The GRANTEE by joining in this deed through signature of its authorized representatives, accepts, as is, the interest in the real estate conveyed by this deed pursuant to Section 15.2-1803 of the Code of Virginia (1950), as amended.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Commonwealth of Virginia, Commissioner of Highways, has caused this deed to be executed in its name as of the day, month, and year first above written.

COMMONWEALTH OF VIRGINIA
Commissioner of Highways

BY _____ (SEAL)
Lori A. Snider
State Right of Way and Utilities Director
Department of Transportation

COMMONWEALTH OF VIRGINIA

City of Richmond, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by Lori A. Snider, State Right of Way and Utilities Director, Department of Transportation, who has been authorized to execute same by the Commissioner of Highways.

Notary Public

Affix Stamp for Notary ID and Commission Expiration Date:

COUNTY BOARD OF ARLINGTON COUNTY ,
A Body Corporate and Politc

BY _____(SEAL)

ITS: _____

COMMONWEALTH OF VIRGINIA

City/County/Town of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of
_____,2017 by _____,
the _____ of the City/County/Town of _____,
a Virginia Municipal Corporation.

Notary Public

Affix Stamp for Notary ID and Commission Expiration Date

APPROVED AS TO LEGAL SUFFCIENCY AND FORM:

County Attorney

Date



Conveyance Report Date: 9/29/2017

Route: 237
County: Arlington

Project Number			UPC	District		
1419-A			N/A	Northern Virginia		
Parcel	Parcel Name	Plan Sheet	Instrument Type	Inst. Date	Recordation Reference	Note:
1	Hopkins, Gerard T. et al	3RW	Deed	10/06/48	857/558	
2	Ricker, Kate	3RW	Deed	07/08/48	848/396	
3	Swortzel, Ardie C.	3RW	Deed	07/08/48	846/548	
4	Cook, Robert O	3RW	Deed	07/08/48	872/376	
5	Tallman, Elisabeth	3&4RW	Deed	07/08/48	851/468	
6	Coleman, Pearl B	3RW	Deed	07/08/48	847/148	
7	Merrill, Grace M. et al	3&4RW	Deed	07/08/48	855/519	
8	Samuels, Preston B	4RW	Deed	07/08/48	848/275	
9	Metlger, Louis W. Sr.	4RW	Deed	07/08/48	857/46	
10	Bittinger, Mary S	4RW	Deed	07/08/48	848/282	
11	Holden, A.W	4RW	Deed	07/13/48	848/511	
12	Ross, Oscar G	4RW	Deed	01/26/49	869/416	
13	Chamblin, W. Mason	4RW	Deed	07/08/48	863/60	
14	Holm, Joseph C.	4RW	Deed	07/08/48	847/489	
15	Neos, Maes, N and Jennie	4RW	Deed	07/08/48	848/197	
16	Broyhill, Thomas J	4&5RW	Deed	10/09/48	864/12	
17	Broyhill, Thomas J	4RW	Deed	07/08/48	877/390	
18	Rahner, J. D. Jr.	4RW	Deed	01/26/48	870/12	
19	The Texas Company	4&5RW	Deed	07/08/48	848/200	
20	Kennedy, Theresa	5RW	Deed	07/08/48	861/107	
21	Loflin, John J and Alcia M	5RW	Deed	07/08/48	848/506	
22	Hauber, Nelson L and Edwin N	5RW	Deed	07/08/48	848/464	
23	Mason, Earl T	5RW	Deed	07/08/48	856/499	
24	Marko, Floyd L and Mariellen	5RW	Deed	01/26/49	869/258	
25	Reible, Frances Kindelis	5RW	Order	12/13/48	861/113	
26	Gilligan, John H. and Murphy, Eugenia E.	5RW	Deed	07/08/48	856/379	
27	Baldwin, Ernest G	5RW	Deed	07/08/48	855/166	
28	Kelly, Grace J.	5&7RW	Deed	10/02/51	1035/267	

29	Follin, Ernest R.	5&6RW	Deed	12/21/48	863/17	
30	Devers, Georgie L. and Lyon, Frank	5&6RW	Deed	08/26/48	849/365	
31	Kettle, Elizabeth	6RW	Deed	07/08/48	844/166	
32	Walter, George D and Elizabeth B	6RW	Deed	07/08/48	842/489	
33	Stone, Frank T	6RW	Deed	10/06/48	861/347	
34	Lukens, Francis J.	6RW	Deed	07/08/48	907/205	
35	Trone, Earle K.	6RW	Deed	07/08/48	843/338	
36	Lyon, Frank	6RW	Deed	12/20/48	862/261	
37	Gaines, David M.	6RW	Deed	03/04/49	872/147	
38	Clarendon Methodist Church	6RW	Deed	03/04/49	974/363	
39	Swenson, Edwina W.	6RW	Deed	01/26/49	872/156	
40	Jones, Ashton C	6RW	Deed	10/04/48	861/549	
41	Kirby, Erle R. and Anne J.B.	6RW	Deed	09/08/48	849/174	
42	Townsend, Geroge William	6&7RW	Deed	08/18/50	953/465	
Project Number			UPC	District		
1419-A			N/A	Northern Virginia		
Parcel	Parcel Name	Plan Sheet	Instrument Type	Inst. Date	Recordation Reference	Note:
43	Elgin, Margaret	6&7RW	Deed	08/27/48	851/67	
44	Machling, Marion H. and Housel, Robert H.	7RW	Deed	08/01/48	851/428	
45	Edmonds Motors Co.	7RW	Deed	05/19/49	879/54	
46	Edmonds Motors Co.	7RW	Deed	05/19/49	879/109	
47	Furr, Lillie M.	7RW	Order	01/21/49	871/277	
48	Kerfoot, Garland S.	7RW	Order	01/21/49	871/274	
49	Lockwood, James B	7RW	Deed	08/31/48	850/511	
50	Lockwood, James B	7RW	Deed	05/17/49	886/337	
51	Ruble, Arther P	7RW	Deed	05/17/49	953/42	
52	Burke, M. Christine, Frank E. and Leilia T.	7RW	Deed	09/01/48	852/325	Less and Except Land Conveyed to Arthur P Ruble by Deed Dated 08/31/48
53	Bassist, Nina O.	7RW	Deed	01/21/49	871/271	
54	Bromwell, William T. et al.	7RW	Deed	06/09/49	902/336	
55	Sampsell, Mamie D.	7RW	Deed	09/21/48	855/101	
56	Mace, M.A.	7,8&9RW	N/A	N/A	N/A	
57	Wyman, Miriam P.	9RW	Deed	01/07/48	815/19	Less and Except Land Conveyed to Carroll Wright by Deed Dated 05/23/56
58	Brooks, Charles W.	9RW	Deed	07/19/48	840/468	Less and Except Land Conveyed to Carroll Wright by Deed Dated 05/23/56
59	Schroff, Louis A.	9RW	Deed	08/19/48	873/127	
60	St. George Episcopal Church	9RW	Deed	09/13/48	862/493	
61	Garrett, Bernard E.	9&10RW	Deed	09/13/48	859/315	
62	Rees, John L.	10RW	Deed	08/18/48	847/512	
63	Dedicated Street	10RW	N/A	N/A	N/A	
64	Embrey, Maude Lee	10RW	Deed	11/05/48	893/154	
65	Burrows, Lewis H.	10RW	Deed	09/13/48	853/124	
66	Demetriades, Lazare	10RW	Deed	08/19/48	852/1	

67	Kelly, Elsie Mag	10RW	Deed	11/04/48	861/316	
68	Marcey, Geroge Amos	10&11RW	Deed	11/04/48	862/327	
69	Caffi, Antonio	10RW	Deed	09/13/48	859/339	
70	Redwine, Floyd E.	11RW	Deed	09/13/48	856/280	
71	Caffie, Venerando	11RW	Deed	11/05/48	893/157	
72	Taylor, Carrie E, Est.	11RW	Deed	05/18/50	949/363	
73	Jones, Ashton C. and Rucker, Lizzie C.	11RW	Deed	06/22/48	655/531	
74	Goings, Helen L.	11RW	Deed	11/04/48	861/1	
75	Irwin, Angie A.	11RW	Deed	09/09/48	882/55	
76	Wine, Elmer D. & Minkel, George L.	11&12RW	Deed	08/19/48	849/209	
77	Dubb, Harry	12RW	Deed	08/19/48	865/259	
78	Ames, William P	13RW	Deed	06/18/48	855/533	
79	Hengen, E. Carl	13RW	Deed	11/04/48	862/146	
80	Burner, Casper W. and Hubert L.	13RW	Deed	06/15/48	840/33	
81	Kelly, Garland E.	13RW	Deed	06/15/48	844/374	
82	Wilson, Dan	13RW	Deed	08/19/48	858/160	
83	Kidwell, Pearl J.	13RW	Deed	06/15/48	844/70	
84	Veitch, Mary I.	13RW	Deed	06/15/48	849/281	
85	Ewing, Alexander	13RW	Deed	03/02/48	821/64	Less and Except Land Conveyed to Pentagon Federal Credit Union by Deed Dated 03/22/1983
86	Moran, Effie M.	13RW	Deed	03/29/48	824/64	Less and Except Land Conveyed to Pentagon Federal Credit Union by Deed Dated 03/22/1983
87	Skinner, Midred K.	13RW	Deed	11/04/48	860/394	
88	Arlington County	7-13RW	Resolution	02/02/46	N/A	Deed Never Executed



Conveyance Report Date: 9/29/2017

Route: 237

County: Arlington

Project Number			UPC	District		
1900-03-04			N/A	Northern Virginia		
Parcel	Parcel Name	Plan Sheet	Instrument Type	Inst. Date	Recordation Reference	Note:
1	Allman, Roy G.	24	Deed	2/17/1954	1142/185	
2	Jesse, Charles T.	24	Condemnation	10/7/1952		
3	Hoge, W.S. Jr	24	Deed	4/20/1951	1001/88	
4	Lee Gardens North, Inc.	25	Deed	6/29/1950	962/288	
5	Rogers, Paul V and Ames, William P	25	Deed	5/26/1950	953/37	
6	Scholsberger, Melvin and Schnider, Rosalie	25	Deed	6/29/1950	962/294	
7	Schieber, Caroline, C.	25	Deed	7/26/1950	958/344	



Conveyance Report Date: 9/29/2017

Route: 237

County: Arlington

Project Number			UPC	District		
0237-000-104, R201			N/A	Northern Virginia		
Parcel	Parcel Name	Plan Sheet	Instrument Type	Inst. Date	Recordation Reference	Note:
	Bishop of Catholic Diocese of Arlington, VA		Condemnation	10/18/1978	1978/297	
	S. Kann Sons, Company		Condemnation	7/20/1976	1922/841	

Route 237 VDOT Permits

Permit Number	Permittee	Street Name
947-104867	Verizon Virginia	10th Street
947-113764	Dominion Energy	10th Street
947-118746	Washington Gas	10th Street
947-123072	Verizon Virginia	10th Street
947-123744	County of Arlington	10th Street
947-123822	Dominion Energy	10th Street
947-124117	10th Street Flats, LLC	10th Street
947-124167	10th Street Flats, LLC	10th Street
947-124354	Washington Gas	10th Street
947-126555	Kiran Ahuja	10th Street
947-127061	Comcast Communications	10th Street
947-127988	County of Arlington	10th Street
947-127993	County of Arlington	10th Street
947-128244	County of Arlington	10th Street
947-129151	Comcast Communications	10th Street

Permit Number	Permittee	Street Name
947-116835	Zayo Group	Fairfax Drive
947-117318	Teleport Communications	Fairfax Drive
947-120410	Verizon Virginia	Fairfax Drive
947-120784	Sidera Networks	Fairfax Drive
947-122351	County of Arlington	Fairfax Drive
947-122352	XO Communications	Fairfax Drive
947-122850	Dominion Energy	Fairfax Drive
947-123618	Sidera Networks	Fairfax Drive
947-124016	Sidera Networks	Fairfax Drive
947-124284	Dominion Energy	Fairfax Drive
947-125636	County of Arlington	Fairfax Drive
947-125723	XO Communications	Fairfax Drive
947-125724	XO Communications	Fairfax Drive
947-126356	XO Communications	Fairfax Drive
947-126440	Washington Gas	Fairfax Drive
947-127902	Comcast Communications	Fairfax Drive
947-128231	Comcast Communications	Fairfax Drive
947-128391	Level 3 Communications	Fairfax Drive
947-128948	Washington Gas	Fairfax Drive
947-129168	Level 3 Communications	Fairfax Drive



HOPE HALLECK
CLERK TO THE
COUNTY BOARD

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE COUNTY BOARD

2100 CLARENDON BOULEVARD, SUITE 300
ARLINGTON, VIRGINIA 22201-5406
(703) 228-3130 • FAX (703) 228-7430
E-MAIL: countyboard@arlingtonva.us



MEMBERS

JAY FISETTE
CHAIR
KATIE CRISTOL
VICE CHAIR

CHRISTIAN DORSEY
LIBBY GARVEY
JOHN VIHSTADT

August 25, 2017

The Honorable Aubrey Lane
Secretary of Transportation
Patrick Henry Building, 3rd Floor
1111 East Broad Street, Rm. 3054
Richmond, VA 23219

Dear Secretary Lane,

I am following up on a July 21, 2017, letter from Northern Virginia District Administrator Helen Cuervo, to Mark Schwartz, our County Manager, that outlines the Virginia Department of Transportation (VDOT) response to the County's repeated efforts to move ahead on items we requested of the Commonwealth related to the I-66 widening.

As you will recall from our various conversations over the past year and a half, the County Board and County staff sought and received assurances from your office that Arlington would be made whole as a result of our choice to work with VDOT to ensure that the widening would not unduly negatively impact our citizens.

Eighteen months have passed since the announcement of the widening of I-66 and still we await noteworthy movement from the Commonwealth on many of the initiatives that we discussed with you and your staff over a year ago. To my dismay, I understand that County staff have had numerous conversations over the past year that have evolved from a Commonwealth position seeking to advance solutions to a Commonwealth position of roadblocks and delay.

Take, for instance, the revision of the 2010 agreement transferring Columbia Pike to the County. We requested that the agreement be revised to remove language restricting our use of our roadway. As I understood, this was agreed to during multiple conversations. We've now been told that it will not be possible and the best that VDOT can do is revise the agreement to introduce a new bureaucratic process for the County to request any changes in the future to the use of its own roadway – a roadway into which we are investing over \$100 million to *move more people*.

This process, no matter how well intentioned, suggests that Arlington County would jeopardize the movement of people through the region. Effective use of Columbia Pike is a core value of our entire transportation planning effort. We very much realize our position in the region. We are situated between residents of jurisdictions to the west and the District of Columbia to the east. While regional travel patterns are shifting, the location of the federal government and various military installations likely will not. We have as much interest in efficiently moving people within and through our region as does VDOT.

I am also concerned with the imbalance of resources dedicated to moving these various initiatives forward. County staff has taken the lead on developing much of the documentation for these efforts,

including many hours preparing a memorandum on the current usage and future needs of the park-and-ride lot at the East Falls Church Metrorail Station. Both the County and WMATA, through planning documents developed in 2011, recognize the need for East Falls Church to transition from a suburban park-and-ride station to an urban neighborhood with expanded capacity for bus-to-rail transfers and enhanced pedestrian access. We respect the need to maintain a certain portion of VDOT right-of-way adjacent to I-66 for purposes related to I-66, but it is irresponsible to require that 422 parking spaces for commuters remain at that location when a repurposing of that resource is projected to result in, conservatively, 5,000 new rail trips. In addition, ample parking opportunities exist at the adjacent Metrorail stations. The memorandum developed by County staff, citing various sources, presents a compelling case. I hope that VDOT and County staff can meet very soon to work out the details of the transfer of the park-and-ride lot to the County and advance a mechanism for County Board and CTB approval this fall.

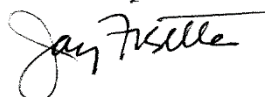
On the topic of the transfer of Fairfax Drive/10th Street North to the County, in July, our Board approved a Resolution formally requesting that the Commonwealth convey to Arlington County the portion of State Route 237 (Fairfax Drive/10th Street North) from Glebe Road to North Barton Street. County staff has completed and delivered to VDOT all of the deed research along this corridor. We hope that the CTB will take up this request in September, to include review of the Memorandum of Agreement drafted by County staff and forwarded to VDOT.

I do understand from County staff that we are close to finalizing a land use permit to ensure the future safety and programming of Gateway Park. I hope the rumor that I've heard of a 50-year permit is true and that we can move this forward expeditiously so that the County can advance its multi-million-dollar investment to Gateway Park.

Lastly, I am dismayed and disappointed to learn that VDOT will not reconsider the massive size of the two I-66 HOT Lanes signs on Lee Highway in the Cherrydale and Lyon Village neighborhoods. It is my understanding that there are various interpretations of the guidance for signage size and that VDOT has chosen a set of parameters that 1) are inappropriate for the neighborhood nature of these areas and 2) could be reconsidered and still fall within the guidance. We certainly hope that this design will not be repeated in the streets of Pentagon City and Crystal City with the I-395 Express Lanes project.

I am available to discuss any of these matters further. Additionally, County Transportation Director Dennis Leach stands ready to work with VDOT staff to advance these efforts. He may be reached at 703-228-0588. I would hope that any loose ends on the remaining items could be finalized within a month.

Sincerely yours,



Jay Fisette
Chair, Arlington County Board

Cc:

Nick Donohue, Deputy Secretary of Transportation
Mark Schwartz, Arlington County Manager
Arlington County Board Members
Mary Hynes, CTB Member, Northern Virginia District
Scott Kasprovicz, CTB Member, At-Large Urban
Gary Garczynski, CTB Member, At-Large Urban
Stephen Maclsaac, County Attorney
Dennis Leach, Director of Transportation



OFFICE OF THE COUNTY MANAGER

2100 Clarendon Boulevard, Suite 302, Arlington, VA 22201
TEL 703.228.3120 FAX 703.228.3218 TTY 703.228.4611 www.arlingtonva.us

July 11, 2017

Ms. Helen Cuervo
Northern Virginia District Engineer
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, VA 22030

Dear Ms. Cuervo,

I am following up on Commissioner Kilpatrick's letter from March 2017 regarding our continued discussions on items related to the I-66 widening. I would like to reiterate that my staff remains available to work with you to advance these initiatives in a timely manner.

At the Saturday, July 15, 2017, Arlington County Board Meeting via the Consent Agenda, the County Board will adopt a Resolution formally requesting that the Commonwealth convey to Arlington County the portion of State Route 237 (Fairfax Drive/10th Street North) from the eastern edge of its intersection with Glebe Road to the eastern edge of its intersection with North Barton Street. As noted in the report that accompanies the Resolution, this action will allow the County to continue in a more efficient manner our award-winning approach to multimodal supportive development that has contributed to the movement of more people through the Rosslyn-Ballston Corridor. As you may be aware, mixed-use development has greatly increased along the County's Wilson Boulevard over the past 20 years, but traffic volumes on Wilson Boulevard have not increased because the County is providing multimodal options through our infrastructure to allow people to effectively travel via all modes of transportation. We envision the same result along Fairfax Drive/10th Street North and have planned over \$100 million in multimodal transportation improvements and have numerous approved redevelopments. By absorbing this portion of Route 237 into the County system, we will be able to expedite the implementation of these improvements to provide greater throughput for all modes, supporting the Commonwealth's multi-billion-dollar initiative for the entirety of the I-66 corridor.

Related to implementation of this transfer, we will transmit the formal Resolution documents upon approval and provide for review to your staff the draft Memorandum of Agreement (MOA) that your staff requested the County develop. This Saturday's action and the draft MOA are based on the process we successfully carried through together for Columbia Pike some years ago. I anticipate that we will be able to reach a mutually agreeable MOA for Fairfax Drive/10th Street North for approval by our respective Boards this fall.

On the topic of Columbia Pike, it was my understanding from our discussion with Commissioner Kilpatrick one year ago now that we would collaborate jointly on a revision to the MOA detailing Columbia Pike transfer, removing the restriction to permanently maintain two through travel lanes in each direction. As we discussed, the County has no immediate or mid-term plans to alter the lane usage of the corridor – current travel demand requires maintaining current travel patterns. However, given that the County is investing over \$120 million in multimodal capital improvements in this corridor, and with WMATA and Arlington rolling out a premium bus transit network in 2018, we feel that the immense investment we

have made on our roadway should allow for us to use the facility to move the most people through the corridor as dictated by current and future demand. I would ask that we move forward on this request in an expedient manner.

As requested by VDOT Northern Virginia District, I understand that my staff has been developing a “white paper” on the merits of using the 422-space park-and-ride lot at East Falls Church in an altered capacity that facilitates regional multimodal transportation. As you are well aware, the East Falls Church Metrorail Station and park-and-ride lot, one-third of which is owned by WMATA, is facing increasing pressures for regional bus service. Near term, we anticipate the station will receive commuter bus service from the Transform I-66 Outside the Beltway project as early as 2022. The Fairfax County Seven Corners Revitalization Plan envisions transforming that auto-oriented County node into a vibrant mixed-use, multimodal center, reliant on a direct transit connection to the East Falls Church Station. Finally, the Envision Route 7 Bus-Rapid Transit concept includes a mid-route transfer at the East Falls Church Station, a routing that we understand is critical to successful ridership on the future BRT line. The Route 7 BRT alone anticipates 8,600 new daily transit trips along the corridor, with likely several thousand transfers at East Falls Church Station. In short, as public agencies, we need to be sure this vital asset is used to move the most people throughout our region. My staff will deliver the “white paper” as requested, but as the County is poised to advance more than \$100 million in capital improvements to the station area to benefit regional travel and implement the East Falls Church Small Area Vision of a mixed-use neighborhood center, any long-term use of this site in a park-and-ride capacity makes little sense.

Finally, it has been brought to my attention that the advancement of a usage agreement related to Gateway Park has stalled. We maintain that a 20-year land-use permit is an insufficient duration to justify the County investments needed to rehabilitate the structure and revitalize the surface use of Gateway Park. It is also not within the spirit of the 1984 agreement that outlined a 99-year term lease for County use of the structure. Understanding the current mechanism for this type of usage is a land-use permit, we expect a longer-term permit to ensure our multi-million-dollar investment in this structure is realized or, at the very least, a commitment to reimburse the County for a pro-rated amount of its investment should VDOT choose to stand firm on the 20-year permit.

As you will remember following the February 2016 decision to widen I-66 inside the Beltway, Arlington expressed disappointment regarding this political compromise, but acknowledged the administration’s intent to implement multimodal solutions on this portion of I-66. Arlington County committed to work with the Commonwealth on the implementation of the project and to explore possible improvements to accompany the widening. As was discussed with the Secretary’s Office, and later with Commissioner Kilpatrick, the issue areas outlined in this letter represented both the County’s commitment to our residents, but also a commitment from the Commonwealth for accepting the political compromise negotiated with the General Assembly that runs counter to a long-held County position against widening I-66.

Related specifically to the widening project, I would like to take this opportunity to acknowledge the efforts and steadfastness of VDOT Project Manager Amanda Baxter. Ms. Baxter has taken an unpopular set of projects along I-66 and executed the intent of VDOT while balancing community concerns and expectations. We still have concerns about the size and scale of the signage related to the HOT lanes project and I have no doubt that Ms. Baxter will provide a context-sensitive solution that meets the objectives of both the Commonwealth and community.

We look forward to progress by September in the areas covered above. Dennis Leach of my staff is available to work with you and the Northern Virginia District staff to advance these efforts. He may be reached at 703-228-0588. Please let me know if you would like to discuss any of these matters further.

Sincerely,

A handwritten signature in blue ink that reads "Mark J. Schwartz". The signature is written in a cursive style with a large, stylized "M" and "S".

Mark J. Schwartz
County Manager

Cc: Charles Kilpatrick, VDOT Commissioner
Allison Richter, Liaison for Arlington/Fairfax County
Arlington County Board Members
Stephen MacIsaac, County Attorney
Dennis Leach, Director of Transportation

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MEMORANDUM OF AGREEMENT

Transfer of Portions of State Route 237 From the Primary System of State Highways to the Local Road System of Arlington County

THIS MEMORANDUM OF AGREEMENT ("**Agreement**"), 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, the COUNTY currently maintains, operates and constructs improvements on approximately 1051 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 State Route 237, which includes portions of the Fairfax Drive and 10th Street N. rights of way ("**Route 237**"), consistent with the COUNTY'S plans for revitalization of the Route 237 corridor; and

WHEREAS, the COUNTY has determined that conveyance of fee title to portions of the Route 237 right of way and other interests or rights in portions of Route 237, all as further described herein, would facilitate the COUNTY'S revitalization plans for the Route 237 corridor; and

WHEREAS, §33.2-315 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 § 33.2-366; and

WHEREAS, the COUNTY has, by resolution adopted by the County Board of Arlington County, Virginia, on July 18, 2017, requested that Route 237, from Station 55 + 00.00 to Station 208 + 00.00 be transferred to its local road system; and that the existing right of way and certain other property interests or rights, as described in Attachment A be conveyed to the COUNTY; and

WHEREAS, the Commonwealth Transportation Board has by resolution adopted on December 6th, 2017 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 Fairfax Drive; and

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WHEREAS, the Commonwealth Transportation Board has by resolution adopted on December 6, 2017, transferred Route 237 from Station 55 + 00.00 to Station 208 + 00.00 from the primary system of state highways to Arlington County's local road system effective July 1, 2018 or upon the Commissioner's execution of the agreement, whichever is later hereafter referred to as the "**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 in portions of Route 237 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 the portions of Route 237 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. Make quarterly payments to the COUNTY based on the established rate per lane mile for this additional mileage as well as other additions pursuant to § 33.2-366 effective July 1, 2018 provided the agreement has been executed. .
- c. Withhold maintenance payments for the entire section of Route 237 if the County fails to provide motor vehicles with access to and use of Route 237 as required by this Agreement.
- d. Make available to the COUNTY any readily available data, documents, agreements, records, and information that does not require additional resources to compile. 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 Route 237 conveyed that it currently has for the other roads maintained as part of its local road system.

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- b. Continue to provide, except during temporary lane closures related to construction, repair and maintenance, motor vehicles with access to and use of Route 237 in both directions at all times.

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 DEPARTMENT will provide readily available information, regarding Route 237 to the COUNTY. 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.
- c. 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 Route 237 right of way. A current list of such permits that are readily known to the Department, and that continue to exist within the Route 237 right of way, on the Effective Date, is attached as **Attachment C**, 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 Route 237 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 Route 237 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 C**. 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.
- d. 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

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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.

- e. In accordance with the Traffic Signal Agreement between the COUNTY and the DEPARTMENT dated March 16, 1977, the DEPARTMENT provides payment to the COUNTY for its maintenance and operation of those signals maintained by the COUNTY on primary highways. After the Transfer Date, all of the traffic signals along that portion of Route 237 to be transferred to the County will become the property of the County. None of the traffic signals to be transferred are located at primary highway intersections owned by the Commonwealth. Therefore, the COUNTY will receive no additional compensation for maintaining those traffic signals, consistent with the terms of the existing signal agreement.
- f. The DEPARTMENT will not initiate, authorize or begin any work on Route 237 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
- g. 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.
- h. 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

DRAFT

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
4975 Alliance Drive
Fairfax, VA 22030

- i. The Parties agree that their respective rights, duties and obligations under this Agreement do not, and shall not, merge into the Quitclaim Deed.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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.

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- o. 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.
- p. Unless otherwise provided herein, the Recitals and Exhibits are hereby incorporated into this Agreement.
- q. 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.
- r. This Agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia.
- s. 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;

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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.
- t. 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.
 - u. Each Party shall bear its respective costs and expenses of negotiating, preparing and executing this Agreement and completing the transfer of the Property.
 - v. 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.

[Signatures Appear on Following Page]

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COUNTY 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 agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Commissioner of Highways
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

DRAFT

LIST OF ATTACHMENTS

- Attachment A -** General Description of the Property Being Transferred
- Attachment B -** Quitclaim Deed
- Attachment C -** List of Open (Active) VDOT Land Use Permits at Time of Transfer