

## NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Notice is hereby given by the undersigned Substitute Trustee, in accordance with the provisions of that certain Deed of Trust made by Fairfax Crossing, LLC, a West Virginia Limited Liability Company, dated December 2, 2011, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed of Trust Book 1870, at page 23 and re-recorded in Deed of Trust Book 1899, at page 246 (the "Deed of Trust") securing a Promissory Note from Turf, LLC and Marcus Enterprises, LLC dated December 2, 2011 in the original principal amount of One Million Nine Hundred Eighty-Four Thousand Four Hundred Twenty-One Dollars and Sixty-Seven Cents (\$1,984,421.67), and a Promissory Note from Commercial Associates, LLC dated April 2, 2007 in the original amount of One Million Five Hundred Thousand and Zero Cents (\$1,500,000.00), payable to the order of Jefferson Security Bank, and all renewals thereof (the "Notes"). Jefferson Security Bank appointed Stephen M. Mathias to serve as Substitute Trustee, by a Substitution of Trustee dated January 14, 2016, of record in the said Clerk's Office in Deed of Trust Book 1167, at page 687. Fairfax Crossing, LLC, Turf, LLC, Marcus Enterprises, LLC and Commercial Associates, LLC have defaulted under the terms of the Deed of Trust and the respective Notes, and as requested by Jefferson Security Bank, the holder and owner of the Note secured by the Deed of Trust, the undersigned Substitute Trustee will sell at public auction on March 29, 2016, at 11:00 a.m. at the front door of the Jefferson County Courthouse, 100 E. Washington Street, in Charles Town, West Virginia, the following described real property situate in the City of Ranson, Jefferson County, West Virginia, and more particularly described as follows:

See Attached "Exhibit A"

### TERMS OF SALE

Said property will be sold for cash, by auction to the highest bidder. A deposit of ten percent (10%) of the purchase price shall be due in cash, or by certified check, at the time and place of sale. In the event the note holder, or an affiliate thereof, is the successful bidder at the sale, such party will not be required to make a deposit. The balance of the purchase price shall be paid in cash or certified funds, or wire transfer within Thirty (30) days following the date of public auction. Taxes and all other governmental charges and liens owed against the property shall be the responsibility of the Purchaser and shall be paid by the Purchaser at settlement. The Purchaser shall pay all documentary stamps, state and local transfer taxes, recordation taxes and fees, title examination costs, attorneys' fees, conveyance fees and all other incidental settlement costs. The Purchaser shall settle and comply with the sale terms within thirty (30) days following the date of the public auction, unless said period is extended by the Trustee for good cause shown in his sole discretion. Time is of the essence. If the Trustee extends the date of settlement at the request of the Purchaser, the Purchaser shall pay interest on the unpaid balance of the purchase price at the rate of ten percent (10%) per annum from the thirty-first (31st) day

after the date of sale to and including the date of settlement. In the event the note holder, or an affiliate thereof is the successful bidder at the sale, such party will not be required to pay interest on the unpaid balance of the purchase price. Settlement shall be held at the offices of Bowles Rice LLP, 101 South Queen Street, Martinsburg, West Virginia 25401.

In the event the Purchaser fails to go to settlement as required, in addition to any other legal or equitable remedies, available to him, the Substitute Trustee may, declare the aforementioned deposit forfeited and re-sell the property at the Purchaser's risk and expense. In such event, the defaulting Purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of both sales, reasonable attorneys' fees, and all other charges due in incidental damages. In the event a resale of the property results in a sale in excess of the amount originally bid by the defaulting Purchaser, the defaulting Purchaser waives any and all claims, rights and interests to any such excess amount and shall not be entitled to any distribution whatsoever from the resale proceeds. The parties' respective rights and obligations regarding the terms of sale and the conduct of the sale shall be governed and interpreted according to the laws of the State of West Virginia.

If the Substitute Trustee is unable to convey the property as described above, the Purchaser's sole remedy at law or in equity shall be limited to the refund of the aforementioned deposit, without interest thereon. Upon refund of the deposit to the Purchaser, the sale shall be void and of no effect, and the Purchaser shall have no further claim against the Substitute Trustee or the note holder.

The property will be sold in an "AS IS" condition and without any warranties or representations, either express or implied. In addition, the property will be sold subject to all critical area and wetland violations, any environmental problems and violations which may exist on or with respect to the property, to all matters and restrictions of record affecting the same, if any, all easements, all conditions, liens, restrictions, rights of redemption, covenants, encumbrances, and matters that an accurate survey or physical inspection of the property might disclose. The Purchaser, at the foreclosure, shall assume the risk of loss for the above-referenced property immediately after the sale takes place. It shall be the Purchaser's responsibility to obtain possession of the property following execution and delivery of the deed from the substitute trustee conveying the property to the Purchaser.

Federal Tax Lien: In the event that there are Federal Tax Liens against the property, the United States would have the right to redeem the property within a period of 120 days from the date of such sale or the period allowable for redemption under local law, whichever is longer.

The undersigned Substitute Trustee expressly reserves the right to reject any and all bids and may adjourn the sale from time to time without notice other than oral proclamation at the time and place appointed for the sale or by posting of a notice of same. Such adjournment may be for a period of time deemed expedient by the beneficial owner and shall not be construed to be a waiver to make said foreclosure.

Any inquiries regarding this sale may be directed to Stephen M. Mathias, Substitute Trustee, 101 S. Queen Street, Martinsburg, West Virginia, 25401, Telephone: (304) 263-0836.

DATED this 26<sup>th</sup> day of February, 2016.


  
Stephen M. Mathias, Substitute Trustee

EXHIBIT A  
LEGAL DESCRIPTION

Parcel 1

That certain real estate situate in the City of Ranson, Jefferson County, West Virginia, more particularly described as follows:

A tract or parcel of land situate in Ranson Corporation, Jefferson County, West Virginia, bounded on the east side by the US Route 340 Bypass and bounded on the south by the B&O Railroad, more particularly described as follows:

Commencing at a corner stone found at the beginning of the N. 59 degrees 24' 44" W. 597.30' line as shown on a plat by Resource International entitled "PLAT SHOWING BOUNDARY SURVEY-PROPERTY OF RONALD E. SHAEFFER AND JOSEPH R. SHAEFFER", said plat recorded with the Clerk of the County Commission, Jefferson County, West Virginia, in Plat Book 20, Page 31, thence following the N. 19 degree 17' 29" E. 2,001.83' boundary of said plat reversely, with a tie line S. 19 degrees 17' 29" W. 58.75' to a point, said point also being the true Point of Beginning of this survey, and a point common to lands of Lloyd (PB 72/15) and Shaeffer (DB 908/465); thence leaving Lloyd and over the lands of Shaeffer with new lines of division the following six (6) courses: S. 72 degrees 41' 43" E. 1,430.18' to point; thence S. 17 degrees 18' 03" W. 50.00' to point; thence S. 33 degrees 09' 17" E. 41.79' to point; thence S. 17 degrees 25' 31" W. 950.40' to point; thence S. 72 degrees 41' 43" E. 20.21' to a point; thence S. 17 degrees 17' 35" W. 1,405.66' to a point corner to PNGI Charles Town Gaming, LLC (DB 852/313); thence with PNGI Charles Town Gaming, LLC in part and Mao (DB 951/323) in part N. 75 degrees 00' 01" W. 214.32' to a point corner to Mao and Corbett (DB 951/323); thence leaving Mao and with Corbett N. 74 degrees 08' 37" W. 366.51' to a point corner to Corbett and Corbett (DB 931/138); thence leaving Corbett and with Corbett N. 74 degrees 11' 04" W. 883.02' to a fence post corner to Corbett and Alger's Auto Recycling (DB 565/686); thence leaving Corbett and with Alger's for the following two (2) courses: N. 01 degrees 07' 28" W. 291.45' to a fence post; thence N. 15 degrees 48' 08" E. 30.77' to a fence post corner to Alger's and other lands of Shaeffer (DB 931/130); thence leaving Alger's with the line of Shaeffer N. 19 degrees 19' 42" E. 224.45' to a set #5 capped rebar (Resource Int'l), corner to Shaeffer and the aforementioned Lloyd; thence with Lloyd N. 19 degrees 17' 29" E. 1,943.08 to the true Point of Beginning of this survey and containing 3,704,316 square feet or 85.0394 acres, more or less, as shown on a plat, by Michael T. Wiley, West Virginia Professional Surveyor #1044, attached to the deed hereinafter referenced.

This conveyance is made subject, however, to all those reservations, restrictions, easements and other matters of record.

BEING the same real estate conveyed unto Fairfax Crossing, LLC, by Ronald E. Shaeffer, Joseph Shaeffer and Kristin A. Shaeffer, by deed dated December 15, 2003, of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed book 984 at page 168.

LESS, EXCEPTING AND RESERVING the following outconveyances:

1. Lots 22-29, Block D, Phase I, Lakeland Place, at Fairfax Crossing, as shown on a plat entitled "Final Plat Showing Revision of Phase 1 Blocks A-E, Lakeland Place at Fairfax Crossing", made by Dewberry & Davis, LLC, October, 2005, said plat being of record in Map Book '23 at Page 58 ("Plat 1"), conveyed unto NVR, Inc., by deed recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1013 at page 261.

2. Lot 11, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1014 at page 280.
3. Lot 10 and Lot 19, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1015 at page 295.
4. Lots 15-20, Block D, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1016 at page 248.
5. Lot 7 and Lot 8, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1016 at page 250.
6. Lot 14, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1017 at page 46.
7. Lot 15 and Lot 16, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1017 at page 246.
8. Lot 13, Block A, Phase I, Lakeland Place, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1017 at page 442.
9. Lots 48-55, Block D, Phase I, Lakeland Place at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1018 at page 611.
10. Lot 75, Lot 85 and Lot 86, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed book 1018 at page 638.
11. Lot 43 and 45, Block D, Phase I, Lakeland Place, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1019 at page 65.
12. Lots 7-14 and 16-21, Block E, Phase I, Lakeland Place at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1019 at page 294.
13. Lots 75-80, Lots 85-90, Block C, Phase I, Lot 43, Lot 45, Lots 48-55, Lots 56-61, Lots 62-69, Block D Phase I, Lots 15-20, Lots 7-14, Block E, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed of correction recorded in the aforesaid Clerk's Office in Deed Book 1019 at page 660.
14. Lot 81, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1020 at Page 3.
15. Lot 42, Lot 44 and Lot 46, Block D, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1020 at page 335.
16. Lot 102 and 112, Block B, Phase I, Lakeland Place, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1020 at page 528.

17. Lots 1-6, Block E, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1020 at page 530.
18. Lot 41, Block D, Phase I, Lakeland Place, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1021 at page 25.
19. Lot 101, Block B, Phase I, Lakeland Place at Fairfax Crossing, as shown on Plat 1, conveyed into NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1021 at page 27.
20. Lot 125, Block A, Phase I, Lakeland Place at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1021 at page 611.
21. Lot 73, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1021 at page 613.
22. Lots 35-40, Block E, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1022 at page 550.
23. Lot 113, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1022 at page 552.
24. Lot 127, Block A, Phase I, Lakeland Place, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1022 at page 554.
25. Lot 124, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1023 at page 296.
26. Lot 70, Block C, Phase I, Lakeland Place, at Fairfax Crossing as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1023 at page 457.
27. Lot 126, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1024 at page 533.
28. Lot 121, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1024 at page 535.
29. Lots 27-34, Block E, [sic] Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1025 at page 90.
30. Lot 114, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1025 at page 94.
31. Lot 120, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1025 at page 96.
32. Lot 122, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1025 at page 734.

33. Lot 82, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1026 at page 413.
34. Lot 74, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1027 at page 596.
35. Lot 71, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1027 at page 735.
36. Lot 72, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1028 at page 160.
37. Lot 84, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1028 at page 162.
38. Lot 118, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in, the aforesaid Clerk's Office in Deed Book 1029 at page 639.
39. Lot 83, Block C, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1032 at page 74.
40. Lots 21-26, Block E, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1032 at page 581 [sic].
41. Lot 100, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1033 at page 264.
42. Lot 111, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1033 at page 426.
43. Lots 193-200, Block D, Phase II-A [sic], Lakeland Place, at Fairfax Crossing, as shown on entitled "Final Plat Showing Phase II-A, Lots 128-222 and Lot A Residue" made by Dewberry & Davis, LLC, April 27, 2006, said plat being of record in Map Book No. 24 at page 10 ("Plat 2") conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1036 at page 347.
44. Lot 123, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1036 at page 349.
45. Lots 144-149, Block E, Phase II-A, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1037 at page 600.
46. Lot 103, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1037 at page 748.
47. Lot 99, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1038 at page 108.

48. Lot 110, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1038 at page 110.
49. Lot 115, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1038 at page 112.
50. Lots 177-178, Block D, Phase II-A, Lakeland Place, at Fairfax Crossing, as shown on Plat 2, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1039 at page 501.
51. Lot 116, Block A, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc.; by deed recorded in the aforesaid Clerk's Office in Deed Book 1039 at page 700.
52. Lot 176, Block D, Phase II-A, Lakeland Place, at Fairfax Crossing, as shown on Plat 2, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1039 at page 702.
53. Lot 117 [sic], Block A, Phase I, Lakeland Place, at Fairfax Crossing, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1040 at page 573.
54. Lots 166-171, Block E, Phase II-A, Lakeland Place, at Fairfax Crossing, as shown on Plat 2, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1043 at page 704.
55. Lots 136-143, Block E, Phase II-A, Lakeland Place, at Fairfax Crossing, as shown on Plat 2, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1044 at page 480.
56. Lot 119, Block A; Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1045 at page 395.
57. Lot 108 and 109, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1045 at page 693.
58. Lot 175, Block D, Phase II-A, Lakeland Place, at Fairfax Crossing, as shown on Plat 2, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1048 at page 15 [sic].
59. Lot 107, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1048 at page 158.
60. Lots 187-192, Block D, Phase II-A, Lakeland Place, at Fairfax Crossing, as shown on Plat 2, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1048 at page 160.
61. Lot 174, Block D, Phase II-A, Lakeland Place, at Fairfax Crossing, as shown on Plat 2, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1048 at page 440.
62. Lot 98, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1049 at page 308.

63. Lot 96, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1052 at page 569.
64. Lot 91, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1052 at page 573.
65. Lot 106, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1052 at page 575.
66. Lots 158-165, block E, Phase II-A, and Lakeland Place, at Fairfax Crossing, as shown on Plat 2, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1055 at page 101.
67. Lot 97, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1057 at page 519.
68. Lot 105, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1058 at page 176.
69. Lot 95, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1060 at page 219.
70. Lot 104, Block B, Phase I, Lakeland Place, at Fairfax Crossing, as shown on Plat 1, conveyed unto NVR, Inc., by deed recorded in the aforesaid Clerk's Office in Deed Book 1061 at page 136.
71. Lots 179, 180, 181, 182, 183, 184, 185, and 186, Block D, Phase II-A, Lakeland Place, at Fairfax Crossing, as shown on Plat recorded in the aforesaid Clerk's Office in Plat Book 24 at page 10, by deed recorded in the aforesaid Clerk's Office in Deed Book 1066 at page 1.
72. Lots 128, 129, 130, 131, 132, 133, 134 and 135, Block D, Phase II-A, Lakeland Place at Fairfax Crossing, by deed recorded in the aforesaid Clerk's Office in Deed Book 1070 at page 655, and by deed of correction recorded in the aforesaid Clerk's Office in Deed Book 1080 at page 58.
73. Lots 172 and 173, Block D, Phase II-A, by deed recorded in the aforesaid Clerk's Office in Deed Book 1072 at page 287.
74. Townhouse Lots 150-157, Block E, Phase II-A and Single Family Lots 212 and 218, Block C, Phase II-A, by deed recorded in the aforesaid Clerk's Office in Deed Book 1078 at page 242.
75. Townhouse Lots 292-297, Phase III-A, by deed recorded in aforesaid Clerk's Office in Deed Book 1091 at page 116.
76. Lot 94, Block B, Phase I and Lots 213 and 216, Phase II-A, by deed recorded in the aforesaid Clerk's Office in Deed Book 1092 at page 296.
77. Townhouse Lots 286-291, Phase III-A, by deed recorded in the aforesaid Clerk's Office in Deed Book 1095 at page 571.
78. Lot 217, Phase II-A, by deed recorded in the aforesaid Clerk's Office in Deed Book 1098 at page 279.

79. Lot 214, Phase II-A, by deed recorded in the aforesaid Clerk's Office in Deed Book 1100 at page 358.

80. Lots 92 and 93, Block B, Phase I, Lot 215, Phase II-A, and Lots 272-277, Phase III-A, Fairfax Crossing conveyed by deed dated December 30, 2011, recorded in Deed Book 1103 at page 16.

81. Lots 345-352, Phase III-A, Fairfax Crossing conveyed by deed dated April 11, 2012, recorded in Deed Book 1107 at page 517.

82. Lots 205-210, Phase II-A, Fairfax Crossing conveyed by deed dated October 2, 2012, recorded in Deed Book 1115 at page 145.

83. Lots 321-328, Phase III-A, Fairfax Crossing conveyed by deed dated October 16, 2012, recorded in Deed Book 1115 at page 547.

84. Lots 201-204 and 211, Phase II-A, Fairfax Crossing conveyed by deed dated December 14, 2012, recorded in Deed Book 1117 at page 347.

85. Lots 399-406, Phase III-A, Fairfax Crossing conveyed by deed dated February 28, 2013, recorded in Deed Book 1120 at page 537.

86. Lots 313-320, Phase III-A, Lakeland Place at Fairfax Crossing conveyed by deed dated March 27, 2013, recorded in Deed Book 1121 at page 510.

87. Lots 226-236, Phase II-B, Fairfax Crossing conveyed by deed dated December 6, 2013, recorded in Deed Book 1133 at page 220.

88. Description of Proposed Parkland

Commencing at the Point of Beginning; thence from the beginning of Left curve from which the radius point bears North  $21^{\circ}27'15''$  East, easterly a distance of 60.26 feet along the curve concave to the north, having a radius of 832.00 feet and a central angle of  $4^{\circ}08'58''$ ; thence South  $72^{\circ}41'43''$  East tangent to said curve, a distance of 421.41 feet to the beginning of a curve tangent to said line; thence easterly, southeasterly and southerly a distance of 34.34 feet along the curve concave to the southwest, having a radius of 30.00 feet and a central angle of  $65^{\circ}35'08''$  to a point of reverse curvature; thence southerly and southeasterly a distance of 40.12 feet along the arc of said curve concave to the east having a radius of 120.00 feet and a central angle of  $19^{\circ}09'29''$  to a point of reverse curvature; thence southeasterly, southerly and southwesterly a distance of 30.25 feet along the arc of said curve concave to the west having a radius of 30.00 feet and a central angle of  $57^{\circ}46'09''$ ; thence South  $31^{\circ}30'05''$  West tangent to said curve, a distance of 15.83 feet to the beginning of a curve tangent to said line; thence southwesterly and southerly a distance, of 208.00 feet along the curve concave to the southeast, having a radius of 850.00 feet and a central angle of  $14^{\circ}01'13''$ ; thence North  $74^{\circ}11'07''$  West, a distance of 421.43 feet; thence North  $00^{\circ}43'30''$  West, a distance of 287.00 feet; thence North  $19^{\circ}13'47''$  East, a distance of 40.20 feet to the Point of Beginning, containing 3.384 Acres, more or less.

89. Description of Proposed Commercial Area

Commencing at the Point of Beginning; thence from the beginning of Right curve from which the radius point bears South  $72^{\circ}17'48''$  East, northerly and northeasterly a distance of 180.62 feet along the curve concave to the southeast, having a radius of 750.00 feet and a central angle of  $13^{\circ}47'53''$ ; thence North  $31^{\circ}30'05''$  East tangent to said curve, a distance of 15.83 feet to the beginning of a curve tangent to said line; thence northeasterly and easterly a distance of 30.25 feet along the curve concave to the southeast, having a radius of 30.00 feet and a central angle of  $57^{\circ}46'09''$  to a point of reverse curvature; thence easterly and northeasterly a distance of 99.59 feet along the arc of said curve concave to the northwest having a radius of 120.00 feet and a central angle of  $47^{\circ}33'05''$  to a point

of reverse curvature; thence northeasterly and easterly a distance of 34.34 feet along the arc of said curve concave to the south having a radius of 30.00 feet and a central angle of 65°35'08"; thence South 72°41'43" East tangent to said curve, a distance of 285.68 feet to the beginning of a curve tangent to said line; thence easterly, southeasterly and southerly a distance of 23.56 feet along the curve concave to the southwest, having a radius of 15.00 feet and a central angle of 90°00'00"; thence South 17°18'17" West tangent to said curve, a distance of 270.72 feet; thence North 74°11'07" West, a distance of 446.84 feet to the Point of Beginning, containing 2.743 Acres, more or less.

Parcel 2

Lot 23 — Fairfax Crossing

The land referred to herein below is situate in Ranson Corporation, the County of Jefferson, State of West Virginia, and is described as follows:

All that certain parcel of real estate consisting of 1.962 acres, shown as Lot 23 on a plat entitled "Lots 22, 23, 31 and 7 (Residue), Fairfax Crossing II, LLC", dated November 15, 2006, made by Dewberry & Davis, LLC, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 at page 76.

AND BEING part of the same parcel of real estate that was conveyed unto Fairfax Crossing II LLC, by virtue of a deed from Ronald E. Shaeffer, Joseph R. Shaeffer and Kristin A. Shaeffer dated November 29, 2005, and recorded in the aforesaid Clerk's Office in Deed Book 1017 at page 91. Fairfax Crossing II LLC, was merged with Fairfax Crossing LLC. Fairfax Crossing LLC was the surviving entity and by virtue of a confirmatory deed dated November 17, 2011, and recorded in the aforesaid Clerk's Office in Deed Book 1101 at page 247, the subject parcel was conveyed from Fairfax Crossing II LLC unto Fairfax Crossing LLC.

Together with any and all appurtenant easements, including but not limited to, easements for ingress and egress, and whether or not shown on the recorded plats of Fairfax Crossing Subdivision or Lakeland Place at Fairfax Crossing.