

AGENDA
JEFFERSON COUNTY COMMISSION
SECOND QUARTERLY SESSION - APRIL-JUNE 2018
THURSDAY, APRIL 5, 2018
9:30 A.M.

County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- March 29, 2018 Regular Meeting

APPROVAL OF ACCOUNTS PAYABLE

- March 29, 2018
- April 5, 2018

APPROVAL OF MANUAL CHECKS

- March 30, 2018
- April 6, 2018

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT

PRESENTATIONS

1. 9:45 a.m. Angie Banks, Assessor
- Exonerations - Discussion/Action
2. 10:00 a.m. Interviews and Appointments to the Jefferson County Development Authority
Board of Directors - four 3-year terms ending April 5, 2021 -
Discussion/Action
3. 10:15 a.m. Elizabeth Wheeler, Jefferson County Farmland Protection Board
- Approval of purchase of two Agricultural Conservation Easements -
Discussion/Action

4. 10:30 a.m. Roger Goodwin, Chief County Engineer
- Acceptance of Excavator's Proposal - Bardane Industrial Park Waste Water Treatment Plant Lagoon Decommissioning & Sinkhole Remediation Project - Discussion/Action
5. 10:45 a.m. **BREAK**
6. 11:00 a.m. Lynn Fields, Probate
- Petition for the Removal of Executor in the Estate of Iris L. Chrisman - Discussion/Action
7. 11:15 a.m. Nathan Cochran, Assistant Prosecuting Attorney
- Discussion of PSD Dissolution, Appeal/Intervention of the PSC decision, acquisition of PSD assets, related issues and order approving Purchase Agreement between the JCPSD and Charles Town - Discussion/Action - Possible Executive Session
- Discussion of Jefferson County Civil Action #17-C-282 - Discussion/Action - Possible Executive Session
- Discussion of proposed contract for Judicial elevator upgrade - Discussion/Action - Possible Executive Session
- Discussion of Fire Suppression Contract for 911 Center - Discussion/Action - Possible Executive Session
- Discussion of WV Supreme Court Docket #17-0095 - Discussion/Action - Possible Executive Session
8. 11:45 p.m. Michelle Gordon, Finance Director
- Workshop - Ambulance Fee Billing Rate Structure - Discussion/Action
9. 12:30 p.m. **BREAK FOR LUNCH**

UNFINISHED BUSINESS

10. Discussion of Courthouse Storm Windows - Discussion/Action

NEW BUSINESS

11. Region 9 Broadband Planning Grant - Discussion/Action (PN)

FINANCIAL DIRECTOR REPORTS

- Review and Approval of Revision to the Hotel Occupancy Tax Ordinance - Discussion/Action
- Review of FY2018 Budget to Actual as of 02-28-2018

COUNTY ADMINISTRATOR REPORTS

- PSD Audit - Discussion/Action
- Set date and time for Meet and Greet - Discussion/Action

COUNTY COMMISSION REPORTS

----- AFTERNOON SESSION -----

12. 1:30 p.m. Jefferson County Emergency Services Agency
- CPR/AED Training

13. **ADJOURN**

CORRESPONDENCE/INFORMATION

Notice of Special Session on April 17, 2018 at 9:30 a.m. - Lay the Levy.

WV Lottery Weekly Settlement for Charles Town - week ending March 24, 2018.

At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.

Minutes

Jefferson County Commission

Thursday, March 29, 2018

A meeting of the Jefferson County Commission was held on Thursday, March 29, 2018 during the first quarterly session in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Josh Compton, Caleb Hudson, Patricia Noland, Peter Onoszko and Jane Tabb. Also present were Stephanie Grove, County Administrator; Jessica Carroll, Executive Administrative Assistant; and Jim Eddy, Bailiff. (An audio tape of the Thursday, March 29, 2018 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Hudson led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Noland to approve the March 15, 2018 Regular Meeting Minutes with noted corrections. Motion seconded and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Tabb to approve the Purchase Orders for March 29, 2018 to include Purchase Order No. 48583 in the amount of \$44,190.00. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
079792	P/R DED	AMERICAN FAMILY LIFE ICU		\$ -	\$ 4,040.10	\$ 4,040.10
079793	717	ADVANCE AUTO PARTS		\$ -	\$ 191.64	\$ 191.64

079794	406	ANGELA L BANKS		\$ -	\$ 27.56	\$ 27.56
079795	424	BOLAND SERVICES		\$ -	\$ 270.00	\$ 270.00
079795	425	BOLAND SERVICES		\$ -	\$ 166.00	\$ 166.00
079795	425	BOLAND SERVICES		\$ -	\$ 125.00	\$ 125.00
079795	425	BOLAND SERVICES		\$ -	\$ 290.00	\$ 290.00
079795	425	BOLAND SERVICES		\$ -	\$ 1,003.00	\$ 1,003.00
079795	425	BOLAND SERVICES		\$ -	\$ 136.00	\$ 136.00
079796	P/R DED	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85
079797	412	JADA BENNETT		\$ -	\$ 306.85	\$ 306.85
079798	P/R DED	BUREAU F/CHILD SPRT ENF		\$ -	\$ 212.31	\$ 212.31
079799	P/R DED	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
079800	P/R DED	BUREAU OF CHILD SUPPORT		\$ -	\$ 119.54	\$ 119.54
079801	404	CASTO & HARRIS INC		\$ -	\$ 2,102.50	\$ 2,102.50
079801	413	CASTO & HARRIS INC		\$ -	\$ 303.83	\$ 303.83
079802	717	CREAMERS WRECKER SVC		\$ -	\$ 289.00	\$ 289.00
079803	P/R DED	COLONIAL LIFE		\$ -	\$ 205.10	\$ 205.10
079804	P/R DED	JESSICA CARROLL		\$ -	\$ 1,294.36	\$ 1,294.36
079805	P/R DED	CHARLES TOWN GNRL HOSPTA		\$ -	\$ 252.56	\$ 252.56
079806	413	ESS ELECTION SYSTEMS &	52493	\$ 44,241.00	\$ -	\$ 44,241.00
079807	700	FEDEX		\$ -	\$ 45.18	\$ 45.18
079808	401	FRANKLIN & PROKOPIK CORP		\$ -	\$ 112.50	\$ 112.50
079809	415	GENERAL COUNTY FUND-J FE		\$ -	\$ 32,184.92	\$ 32,184.92
079810	P/R DED	JEFFERSON SECURITY BANK		\$ -	\$ 5,300.00	\$ 5,300.00
079811	712	LANGUAGE LINE SERVICES		\$ -	\$ 30.55	\$ 30.55
079812	P/R DED	HELEN M. MORRIS, TRUSTEE		\$ -	\$ 543.86	\$ 543.86
079813	P/R DED	NATIONWIDE RETIREMENT		\$ -	\$ 849.00	\$ 849.00
079814	440	PROFESSIONAL APPRAISL CR		\$ -	\$ 2,500.00	\$ 2,500.00
079815	408	STATE TAX DEPARTMENT		\$ -	\$ 9,899.91	\$ 9,899.91

079816	704	WV REGIONAL JAIL &		\$ -	\$ 134,665.75	\$ 134,665.75
079817	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 11,046.56	\$ 11,046.56
079817	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 1.94	\$ 1.94
079817	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 0.46	\$ 0.46
079817	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 47,233.46	\$ 47,233.46
079817	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 36,643.48	\$ 36,643.48
079817	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 1.02	\$ 1.02
079818	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 530.76	\$ 530.76
079818	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 1,178.90	\$ 1,178.90
079818	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 0.70	\$ 0.70
079818	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 33,536.77	\$ 33,536.77
079819	P/R DED	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 9,366.14	\$ 9,366.14
079819	P/R DED	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 6,634.38	\$ 6,634.38
079820	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 215.00	\$ 215.00
079820	P/R DED	SHERIFF OF JEFFERSON CO		\$ -	\$ 2,255.00	\$ 2,255.00
079821	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 5,060.59	\$ 5,060.59
079821	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 2,760.30	\$ 2,760.30
079821	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 27,120.66	\$ 27,120.66
079821	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 0.77	\$ 0.77
079821	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 1.88	\$ 1.88
079821	P/R DED	WV PUB EMP RETIRE SYS		\$ -	\$ 11,094.87	\$ 11,094.87
079822	700	WV PUBLIC SAFETY EQUIP L	48581	\$ 9,910.00	\$ -	\$ 9,910.00
TOTAL						
TOTAL				\$ 54,151.00	\$ 392,662.05	\$ 446,813.05

Motion by Ms. Noland to approve the Accounts Payable for March 22, 2018 in the amount of \$446,813.05. Motion seconded and unanimously approved.

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
079824	ALLOC	AHA/ART&HUMANITIES ALLNC		\$ -	\$ 850.09	\$ 850.09
079825	P/R DED	ANGELA L BANKS		\$ -	\$ 2,250.00	\$ 2,250.00
079826	717	MERIDITH R BLACKFORD		\$ -	\$ 4.84	\$ 4.84
079827	402	CLERK OF CO. COMSSION		\$ -	\$ 30.40	\$ 30.40
079828	405	CROCK-HAMRICK REPORTING		\$ -	\$ 257.90	\$ 257.90
079829	P/R DED	DELTA DENTAL OF WV		\$ -	\$ 6,384.07	\$ 6,384.07
079830	403	SHAYNA MASON		\$ -	\$ 17.44	\$ 17.44
079831	412	GREATAMERICA FINANCL SVC		\$ -	\$ 315.64	\$ 315.64
079832	425	G & TRIPLE T. LLC		\$ -	\$ 90.00	\$ 90.00
079833	700	EARL GILL		\$ -	\$ 7.71	\$ 7.71
079834	P/R DED	ALBERT HOCKMAN		\$ -	\$ 2,250.00	\$ 2,250.00
079835	P/R DED	THE HARTFORD		\$ -	\$ 4,166.80	\$ 4,166.80
079835	P/R DED	THE HARTFORD		\$ -	\$ 2,419.35	\$ 2,419.35
079836	403	JEFFERSON CENTER		\$ -	\$ 100.00	\$ 100.00
079837	ALLOC	JEFFERSON COUNTY HISTORI		\$ -	\$ 1,258.76	\$ 1,258.76
079838	712	ROBERT E. JONES III		\$ -	\$ 1,000.00	\$ 1,000.00
079839	ALLOC	*JEFFERSON CO EMERGENCY		\$ -	\$ 175,000.00	\$ 175,000.00
079840	P/R DED	MAZZITTI & SULLIVAN EAP		\$ -	\$ 936.00	\$ 936.00
079841	P/R DED	HIGHMARK WV		\$ -	\$ 188,497.02	\$ 188,497.02
079842	717	MILLER'S CHRYSLER JEEP		\$ -	\$ 241.26	\$ 241.26
079843	P/R DED	MILLENIUM INSURANCE GROU		\$ -	\$ 750.00	\$ 750.00
079844	406	NATIONAL BAND & TAG CO		\$ -	\$ 1,700.00	\$ 1,700.00
079845	P/R DED	NATIONAL VISION ADMIN.		\$ -	\$ 1,781.54	\$ 1,781.54
079846	ALLOC	JEFF CO PARKS &		\$ -	\$ 19,143.28	\$ 19,143.28
079847	425	PATRIOT FIRE AND SECURIT		\$ -	\$ 170.00	\$ 170.00
079848	700	ROBERT L. PETERSON SR		\$ -	\$ 5.60	\$ 5.60
079849	P/R DED	HOPE THOMPSON		\$ -	\$ 492.57	\$ 492.57
079850	ALLOC	JEFFERSON CO CONVENTION		\$ -	\$ 21,252.13	\$ 21,252.13
079851	P/R DED	WVCORP		\$ -	\$ 38,358.00	\$ 38,358.00
079852	404	W.B. MASON CO. INC		\$ -	\$ 71.59	\$ 71.59
TOTAL					\$ 469,801.99	\$ 469,801.99

Motion by Ms. Tabb to approve the Accounts Payable for March 29, 2018 in the amount of \$469,801.99. Motion seconded and unanimously approved.

MANUAL CHECKS

COAL SEVERANCE			
OO2			
Date	Check #	VENDOR	Amount
3/30/2018	456	LEWIS CO. CIRCUIT CLERK	\$ 52.14
ASSESSOR VALUATION			
O56			
Date	Check #	VENDOR	Amount
3/30/2018	672	MILLER'S SUPPLIES AT WORK	\$ 1,343.00
3/30/2018	673	MARSHALL & SWIFT/BOECKH	\$ 2,004.15
3/30/2018	674	AWVA	\$ 525.00
3/30/2018	675	WVAGP	\$ 90.00
TOTAL			\$ 4,014.29

Motion by Mr. Onoszko to approve the Manual Checks for March 30, 2018 in the amount of \$4,014.29. Motion seconded and unanimously approved.

PUBLIC COMMENT

David Tabb, resident – stated he was unhappy that the Commission ignored his requests to have Commissioner Noland removed from the room while he provided public comment. Mr. Tabb also stated he has yet to receive official copies of the Supreme Court opinion upholding the sanctions against him, but he does not apologize for the “harassment” of the County Commission since the Commission has “tried to beat (me) down for the point (I) will quit.”

Eleanor Finn, resident and member of the League of Women Voters – commended the Commission for their efforts to clarify the Meeting Session Policy and Public Comment protocol. Ms. Finn also requested the Commission select a date for “Meet Your Commissioners.”

Daniel Roland – stated he believes the ESA Director position should be open to all applicants, not just current internal employees. Mr. Roland also stated the current interim director, Allen Keyser, does not have his EMT or paramedic certifications in the state of West Virginia.

PRESENTATIONS

1. Peter Dougherty, Sheriff – requested the approval of the Court Security Grant Application.
 - **Motion by Mr. Compton to approve the submission of the Court Security Grant application and authorize the president to affix his signature to the documents. Motion seconded and unanimously approved.**
2. Allen Keyser, Interim Director, Jefferson County Emergency Services Agency – requested approval of the Proclamation for the Stop the Bleed Campaign.
 - **Motion by Ms. Noland to endorse the Stop the Bleed Campaign through the Proclamation as presented. Motion seconded and unanimously approved.**
3. Interviews and Appointments to the Jefferson County Historic Landmarks Commission – two three-year terms ending March 6, 2021
 - Ms. Noland offered her nomination for Benjamin Horter and Martin Burke.
 - **After receiving the majority votes, Bennet Horter (unanimous) and Martin Burke (unanimous) were appointed to the Jefferson County Historic Landmarks Commission each for a three year term ending March 6, 2021.**
4. Interviews and Appointments to the Jefferson County Planning Commission – two three-year terms ending March 31, 2021.
 - Mr. Compton offered his/her nomination for Steven Stolipher (unanimous) & Barbara Fuller (Compton, Hudson).
 - Ms. Noland offered her nomination for Mike Shepp (Noland, Onoszko, Tabb).
 - **After receiving the majority votes, Steve Stolipher and Mike Shep were each appointed to the Jefferson County Planning Commission each for a term of three years ending March 31, 2021.**
5. The Commission recessed for break at 8:15 pm.
The Commission reconvened at 8:30 pm.
6. Nathan Cochran, Assistant Prosecuting Attorney
 - Discussion of PSD Dissolution, Appeal/Intervention of the PSC decision, acquisition of PSD assets, related issues and order approving Purchase Agreement between the JCPSD and Charles Town

- **Motion by Mr. Compton to sign the Order Approving Purchase Agreement between the Jefferson County Public Service District and the City of Charles Town. Motion seconded and passes on a vote of 3-2 with Commissioners Noland and Tabb opposing.**
- Discussion of Jefferson County Civil Action #17-C-282
- **Motion by Mr. Onoszko to enter into Executive Session to receive legal advice pertaining to Jefferson County Civil Action #17-C-282. Motion seconded and unanimously approved.**
 - **Motion by Mr. Compton to come out of Executive Session. Motion seconded and unanimously approved.**

UNFINISHED BUSINESS

7. Discuss County ATV Ordinance
 - **Motion by Ms. Tabb to retain current ATV ordinance as it's currently written. Motion seconded and passes on 3-2 with Commissioners Compton and Hudson opposing.**
8. Legislative Issues – this item was postponed.
9. Appoint Fire Chief to the Property Safety Enforcement Agency
 - **Motion by Ms. Tabb to appoint Mr. Josh Smith of Bakerton VFD to serve as the Fire Chief appointee to the Jefferson County Property Safety Enforcement Agency Board. Motion seconded and unanimously approved.**
10. Ratify decision made on March 15, 2018 – Exonerations
 - **Motion by Mr. Compton to ratify the decisions made approving the exonerations as presented by the Assessor on March 15, 2018. Motion seconded and unanimously approved.**
11. Decision - Proposed text amendments to the Jefferson County Zoning and Land Development Ordinance, File #ZTA16-02. The text amendment, in accordance with WV Code §8A-4-5, proposes revisions to multiple sections of the Zoning Ordinance including Section 2.2 Terms Defined; Section 3.4 Boards and Commissions; Section 4.6 Distance Requirements; Section 5.10 Village (V) District; Section 6.3 Conditional Use Permit; Section 10.4 Signs Requiring Zoning Permit; and Appendix C: Principal Permitted and Conditional Use Table - Public Hearing held on March 15, 2018 - Discussion/Action

- **Motion by Mr. Compton to approve the text amendments to the Jefferson County Zoning and Land Development Ordinance File #ZTA16-02. Motion seconded and unanimously approved.**

12. Decision - Zoning Map Amendment for property designated as Tax District Kabletown (06), Map 17, Parcel 2.3 - Summit Point Ventures, LLC. The property is currently zoned Rural and a request has been made by the property owner to change to the General Commercial zoning category - Public Hearing held on March 15, 2018 - Discussion/Action

- **Motion by Ms. Tabb to approve the Zoning Map Amendment for Summit Point Ventures, LLC. as presented and to find the amendment consistent with the Envision Jefferson 2035 Comprehensive Plan. Motion seconded and unanimously approved.**

13. Discussion of Courthouse Storm Windows – Mr. Burke, Chair of the Jefferson County Historic Landmarks Commission, provided the Commission with his opinion that the Courthouse storm windows should be placed on the inside of the building in order to preserve the historic integrity of the building; however, Mr. Compton disagreed and stated he believed the interior windows would cost the County more in maintenance fees over time.

- **Motion by Mr. Compton to place the Courthouse storm windows on the exterior of the building. Motion seconded but tabled until the April 5, 2018 County Commission meeting once the Commission has had the opportunity to discuss this matter with the Director of Maintenance.**

COUNTY ADMINISTRATOR REPORTS

- Discussion of Meeting Session Policy

- **Motion by Ms. Noland to approve the Jefferson County Meeting Session Policy as amended. Motion seconded and unanimously approved.**

16. The Commission meeting was adjourned at 8:55 pm on a motion by Mr. Compton. Motion was seconded and unanimously approved.

JOSHUA COMPTON, PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Angie Banks, Assessor

Department or Organization: **Assessor's Office**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **April 5, 2018**

If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)

Date Requested – 2nd Choice: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*):

 Exonerations

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? Y/N [Click here to enter text.](#)

If so, how much? \$[Click here to enter text.](#)

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain: [Click here to enter text.](#)

Is equipment needed? Projector Y/N [Click here to enter text.](#) Internet/Wi Fi Y/N [Click here to enter text.](#)

Telephone for conference call Y/N [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Jessica Carroll

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: **April 5, 2018**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Interviews and Appointments to the Jefferson County Development Authority Board of Directors – four three-year terms ending April 5, 2021 – Discussion/Action**

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? Y/N **NO**

If so, how much? \$

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector **Y/N** Internet/Wi Fi **Y/N** Telephone for conference call **Y/N**

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, April 5, 2018, or as soon thereafter as the Commission may decide:

Jefferson County Development Authority Board - four three-year terms ending April 5, 2021.

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414 no later than 12:00 p.m. the Monday before the proposed date of appointment.

Additional information regarding these appointments may be obtained by calling the Commission Office at (304) 728-3284.

Jefferson County Development Authority Board | 2018

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Intention</u>
ERIC LEWIS	April 5, 2018	Requesting reappointment
BEN MARTZ	April 5, 2018	Requesting reappointment
MIKE CHAPMAN	April 5, 2018	Requesting reappointment
JIM RULAND	April 5, 2018	Requesting reappointment

Addiitonal Applicants

<u>Name</u>	<u>Attending?</u>	<u>Contacted?</u>



March 20, 2018

Jefferson County Commission
PO Box 250
Charles Town, WV 25414

To Whom It May Concern

Please allow this letter to serve as my formal request for reappointment to the Board of Directors of the Jefferson County Development authority when my current term expires in April 2018. I have enjoyed my service on the JCDA Board and appreciate the hard work put forth by the other members of that Board and the staff. The JCDA has accomplished much in the past few years and I look forward to participating in additional expansion of employment in Jefferson County for years to come. I very much look forward to continuing to work with Executive Director Nic Diehl in these initiatives. We were very lucky to be able to hire Nic and I believe he has already hit the ground running.

I am available for interview or discussion with the County Commission at their convenience. Please contact me via telephone at 304-728-6877 or 304-279-6574 or via email at ejlewis@oll-cpas.com if you need me to come in for an appointment.

Thank you for your continued support of economic development in Jefferson County.

Sincerely,

Eric J Lewis CPA

CHAD R. LAWYER, CPA • THOMAS C. OURS, CPA • ERIC J. LEWIS, CPA

MARTINSBURG • 1107 Winchester Avenue • Martinsburg, WV 25401
Phone: 304-263-9447 • Phone: 304-263-8150 • Fax: 304-263-8204

CHARLES TOWN • 205 West Liberty Street • Charles Town, WV 25414
Phone: 304-728-6877 • Fax: 304-728-6807

www.oll-cpas.com

Received

MAR 27 2018

Jefferson County Commission

March 22, 2018

Ms. Jessica Carroll
Executive Administrative Assistant
Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414

Dear Ms. Carroll,


I am in receipt of your letter dated March 13, 2018.

In response to your inquiry, yes, I am very interested in serving again, on the Jefferson County Development Authority Board of Directors.

I have found the appointment very enlightening and beneficial on multiple fronts. The first is in helping guide the College of Business to partner with other organizations in Jefferson County. The second is having our partnership prepare to build the potential labor force that companies are looking for as they consider our area.

Please advise if you need additional information from me for the application.

Sincerely,



William Benjamin Martz, Jr., Ph.D.
Dean, College of Business
Edward L. Snyder Chair in Business

1505 Berryville Pike
PO Box 184
Rippon, WV 25441
March 28, 2018

Jefferson County Commission
124 East Washington Street
Charles Town, WV 25414

Dear President Compton & the Jefferson County Commission:

I write to request reappointment to my current seat on the Jefferson County Development Authority. I currently serve as the Board's Vice President. I have previously served as their Secretary/Treasurer.

I'd like to take this opportunity to share with you some of my background and why I'd like to continue my work with the JCDA. For the past 23 years I have been employed by Royal Vendors as the Director of Information Technology. Royal Vendors is a company that began as a start-up here in Jefferson County in 1987. We are a leading vending machine manufacturer with a global distribution network and are located in the Bardane Industrial Park. Since joining the company in 1995, I have been responsible for the global implementation of the company's various information technology needs including telecommunications, network infrastructure, email, accounting, payroll, human resources, CAD/CAM, quality control, manufacturing and distribution systems.

In addition to working in the county, I own and have owned small businesses here including Chapman Rental Properties, a residential rental company with 30 properties under management, Rosemont Farms, a commercial property maintenance company. I am a board member of the Jefferson County Farm Bureau. I have previously served as President of the Jefferson County Planning Commission. I have also volunteered as a Reserve Deputy Sheriff. I am a member of the Charles Town Rotary Club, a member of the Chamber of Commerce and other regional professional organizations.

I believe that this community has much to offer its current residents and businesses as well as those who may consider us home in the future. I believe that the JCDA is an integral part of the county's future as it will influence not only our economic well-being as it relates to development but also who we are culturally. I care about preserving our historical and cultural identity while creating an environment for our future generations to prosper. We can achieve this by developing a local economy that creates the opportunity for the next generation to stay, live, grow and thrive here instead forcing them out of state.

I am familiar with the challenges this community faces. We need to broaden our commercial base in order to create jobs for people in the county. Although we can boast about having low unemployment, it is important to note that nearly 40% of our residents commute outside the county for employment – I want to be part of the team that helps provide opportunities for them here at home.

I believe I can continue to be a positive addition to the JCDA as we work to attract the kind of commercial development with companies who want to invest in us and work with us toward a successful future together.

I have attached a copy of my resume for your review. Thank you for taking the time to consider my application. I am available for any follow up questions you may have regarding my application for the JCDA. I can be reached at (304) 279-6297.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Chapman". The signature is fluid and cursive, with the first name "Mike" and last name "Chapman" clearly distinguishable.

Mike Chapman

P. Michael Chapman

P.O. Box 184
Rippon, WV 25441

(304) 279-6297
pmchapman@aol.com

Objective

To obtain a leadership role in an Information Systems and Technology department at a progressive organization where my technical, operational, and management skills can directly contribute to the achievement of the institution's mission and my career growth and development.

Profile

Motivated and professional with over 23 years of experience and expertise in a diverse range of technologies. Organized and results driven with a demonstrated ability to design an IT infrastructure from the ground up, and to successfully procure, implement and manage multi-million dollar information systems.

Proven leadership, management and team-building skills in IT, business and the community through volunteer work. Served as a Sergeant and Executive Board member of the Deputy Sheriff Reserve, United Way Day of Caring Project Manager, Charles Town Rotary member, Chamber of Commerce member/Industrial Relations Committee, Secretary/Treasurer of Jefferson County Development Authority, Vice President of the Jefferson County Development Authority, President of Planning Commission, Director and Public Affairs officer of the Jefferson County Farm Bureau and Leadership Jefferson graduate.

Professional Experience

Director of Information Systems and Technology

Royal Vendors Inc. 1995 – Present

Responsibilities

- Lead IT Department's operational and strategic planning to include: fostering innovation, planning projects, and organizing and negotiating the allocation of resources.
- Manage the deployment, monitoring, maintenance, development, upgrade, and support of all IT systems to include: servers, PCs, operating systems, hardware, software, networks, and peripherals.
- Benchmark, analyze, report on, and make recommendations for the improvement and growth of the IT infrastructure and IT systems.
- Oversee provision of end-user services, including help desk and technical support services.
- Work with stakeholders to define business and systems requirements for new technology implementations.
- Direct research on potential technology solutions in support of procurement efforts.
- Manage financial aspects of the IT Department to include purchasing, budgeting, and budget review.
- Develop business case justifications and cost/benefit analyses for IT spending and initiatives.
- Develop and implement all IT policies and procedures, including those for architecture, security, disaster recovery, standards, purchasing, and service provision.
- Negotiate and administer vendor, outsourcer, and consultant contracts and service agreements.
- Practice asset management for IT hardware, software, and equipment.
- Manage IT staffing, including recruitment, supervision, scheduling, development, evaluation, and disciplinary actions.
- Establish and maintain regular written and in-person communications with the organization's executives, department heads, and end users regarding pertinent IT activities.
- Manage all telecom resources including PBX, POTS, PRI, T1, Metro-E, long distance and cell phones.

P. Michael Chapman

P.O. Box 184
Rippon, WV 25441

(304) 279-6297
pmchapman@aol.com

Accomplishments

- ♦ Designed, planned and migrated Royal Vendors from an ASCII terminal/UNIX environment to a 250 user Windows Server/PC platform.
- ♦ Successfully implemented an \$80,000 time and attendance system to serve three locations and 1600 employees.
- ♦ Coded legacy data conversion and implemented a new Cort Directions/Infinium payroll/HRMS system to serve 1600 employees in 20+ states.
- ♦ Designed office layout, data center, fiber/copper network and phone system for plant expansion in Kearneysville. Interviewed, negotiated, hired and managed sub-contractors involved in infrastructure including electrical and environmental.
- ♦ Developed multi-site model, designed and managed IT infrastructure for a new plant acquisition in Mississippi.
- ♦ Implemented Enterasys 802.11b/g/n wireless network at 6 acre Kearneysville facility. System integrated manufacturing equipment (CNC's) to Windows Servers to improve efficiencies.
- ♦ Implemented \$2.5 million Baan ERP system. Was one of a three person cross-functional team tasked with selecting and implementing the system. Implementation took 18 months and was a resounding success:
 - Reduced finished goods inventories by 70%
 - Decreased customer lead-times by 66%
 - Improved inventory accuracy by 81%
 - Enhanced dozens of shop floor processes
 - Provided timely business intelligence to management
- ♦ Managed a \$625,000 annual operating budget (does not include capital purchases).
- ♦ Implemented Galaxy Access Control System to secure facility.
- ♦ Developed (hired/trained) entire staff required to successfully manage network operations.

Technical Skills Summary

- | | | |
|-----------------------|--------------------|--------------------------------|
| ♦ Project Management | ♦ Windows Server | ♦ ERP systems |
| ♦ IT Management | ♦ Exchange Server | ♦ Human Resource Mgt Systems |
| ♦ MS Applications | ♦ MS SQL | ♦ Electronic time card systems |
| ♦ Accounting software | ♦ Oracle RDBMS | ♦ Access Control Systems |
| ♦ Security Appliances | ♦ HP-UX/AIX | ♦ CAD/CAM Systems |
| ♦ Help Desk Software | ♦ Switches/Routers | ♦ EMC/NAS/SAN/Cloud |

Education

Shepherd College – Shepherdstown, WV

BA, Business Administration with concentration in Accounting, 1992

Blue Ridge CTC – Microsoft Windows Server, Exchange Server

Oracle University – 5 week program, DBA track

Relevant Classwork

UNIX Admin I and II, Emergency Response Planning, Web Development, Mastering Internet Security, Network Security, Windows Security, MS SQL Server, ERP Concepts, Adv MS Project, MS Access, Baan 4GL Programming, Firewall Admin, APICS CPIM track, Infinium Admin, Social Media Marketing

March 23, 2018

Jefferson County Commission
Post Office Box 250
Charles Town, WV 25414

Dear Commissioners:

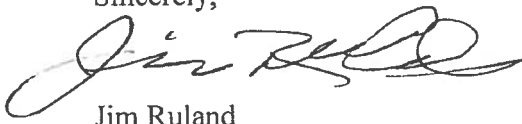
May this correspondence please serve to communicate my willingness to continue to serve on the Board of the Jefferson County Development Authority (JCDA), and to request your favorable consideration for re-appointment. I believe that I can continue to be useful for the following reasons:

1. Extensive Business Experience. It's been forty years since I earned my MBA, and I've gathered a lot of lessons since then, mostly learned the hard way. Much of that experience can now be leveraged to help meet JCDA business development objectives.
2. Already a Stakeholder. My company, RAI Properties, LLC, has made a \$10M investment in the JCDA-managed business park. We are the largest stakeholder in Burr Park, and to a very significant extent, have overlapping goals.
3. Tenant Perspective. It's important to have representation on the Board of those businesses that are residents of the business park and are therefore most directly affected by Board policy-making. I believe I may be the only member of the Board currently providing that perspective.
4. Practical Counsel. Having someone on the Board who has done what prospective business tenants are seeking to do adds gravitas and credibility to the Board's subject matter expertise.
5. Hits the Deck Running. Having previously served on the JCDA Board as the County Commission's representative, and again for the past three years, and being already familiar with the local business landscape, leaves learning curve left for me to climb.

I believe that this is a particularly exciting time to serve on the JCDA Board. The improving economy, impending availability of natural gas, and the important changes made by the WV legislature to improve the business climate over the past several years (e.g., judicial reform, right to work, prevailing wage repeal), have set the stage for unprecedented economic development. If re-appointed, I pledge best effort toward optimizing the opportunities that this convergence will present, in the best interest of Jefferson County.

I've made three more trips around the sun since first submitting the attached biography, but it remains essentially true enough. Thank you in advance for your kind consideration.

Sincerely,



Jim Ruland

Biography

James K. Ruland

Jim Ruland has been a Jefferson County resident since 1992. From 1986 to 2012, Ruland served as President of RAI, a thirty-five-person professional services company that provides Information Technology support to the Nuclear Regulatory Commission and other federal agencies. Ruland sold the company at the end of 2012 and ended his consultancy obligations a year later.

Jim presently serves as Managing Partner of RAI Properties, the commercial real estate company that he co-founded in 2003. RAI Properties operates the nineteen-acre business campus known as BURR Plaza, which is home to the regional office of the DMV, the county's first (and only) kidney dialysis center, the Appalachian Trail Conservancy, WV University Healthcare, Kings Pizza and twenty-five other business tenants. RAI Properties was founded to foster business development in Jefferson County by providing 100,000sq ft of state of the art office, commercial and retail spec-space for prospective employers. Today, more than 350 people are employed by RAI Properties and their tenants.

Jim was elected to the Jefferson County Commission and served from 1997 through 2002. During this period, the commission built the St. Margaret's Judicial Center, introduced building codes and inspections, and executed the county-wide, GPS-based, re-addressing and street signage program. He also served as representative to the Economic Development Authority, Fire and Rescue Association, Ambulance Authority, Farmland Preservation Board, and the County Council of Governments. He was also appointed to the Association of County Officials' National Steering Committee on Land Use and Smart Growth. Jim authored the county's first Capital Improvements Plan, which led directly to Jefferson County becoming the first and only county to meet the requirements of the Local Powers Act. No tax rate increases, or bond debt were incurred during his six-year tenure.

Throughout this period, Jim served as the commission's primary liaison to state government in Charleston. He worked closely with the local legislative delegation to champion issues of the greatest interest to the Eastern Panhandle. He was also elected by his peers across the State to the board of directors of the County Commissioner's Association, where he headed the legislative liaison office in Charleston for five years. In this capacity, he developed, drafted and advocated legislation, testified before Senate and House committees, and met routinely with legislative members and staff.

Prior to coming to West Virginia, Ruland served 22 years in the U.S. Navy, where he spent 11 years at sea as a Surface Warfare Officer, including service aboard destroyers, fast frigates and amphibious ships. He also made more than a hundred combat patrols as skipper of a 50-foot patrol boat in the estuaries and costal waters of South Vietnam. Ashore, he served on the immediate staff of the Secretary of the Navy and the Legislative Liaison Office of the Chief of Naval Operations. He entered the Navy as a Seaman Recruit and retired from active duty with the rank of Commander. He holds the Meritorious Service Medal with two Bronze Stars, the Navy Commendation Medal with Combat "V", the Republic of Vietnam Gallantry Cross, the Combat Action Ribbon, and twenty-two additional personal, unit and campaign awards.

Ruland volunteered his time as a member of the Capital Campaign Committee of the Hospice of the Eastern Panhandle, working to raise funding to build the in-patient care facility on the Berkeley/Jefferson County border. He is immediate past chairman of the Eastern Panhandle Business Association and is also a founding member of "Keep Jefferson Beautiful", an organization that continues to fight the unending battle of reducing litter and debris on our roadways and in our neighborhoods. He is an honorary life member of the Knights of Columbus and a life member of the VFW and NRA. Ruland holds a Masters Degree in Business Administration from Pace University, Lubin School of Business, and an undergraduate degree in Political Science from Iona College. He is married to Josephine Vesey of County Mayo, Ireland. They reside in Shannondale and have five grown children and five grandchildren.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Elizabeth Wheeler, Administrator

Department or Organization: Jefferson County Farmland Protection Board

Estimation of amount of time needed for appointment: 5- 10 minutes

Date Requested – 1st Choice: April 5, 2018

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice: April 19, 2018

Subject (*Wording to be placed on agenda*): **Approval of purchase of two Agricultural Conservation Easements**

Please provide the County Commission with a description of your request or presentation, including any background information: **The attached Deed of Easements (EEE and ZZ) have been approved by the Jefferson County Farmland Protection Board and reviewed and approved by the Planning and Zoning Office and the Office of the Prosecuting Attorney. The Board has submitted all necessary paperwork to the Natural Resources Conservation Service. The easements are ready to close. Matching funding is provided for the easement through the Natural Resources Conservation Service and the Jefferson County Farmland Protection Program. The EEE easement is for 215.668 acres with a cost to the Board of \$291,500.00. The ZZ easement is for 117.42 acres with a cost to the Board of \$178,500.00. The owners of property ZZ have donated a portion of the easement value to the county amounting to \$12,000.00. The County funds have been committed for these easements since June 2014.**

Is this a funding request? Y/N NO

If so, how much? \$ 0

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

That the Jefferson County Commission approve the purchases by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program and the Natural Resources Conservation Service of one conservation easement on the property in Jefferson County owned by Edward L. Boyd and Sons, Inc. (Property EEE), and one conservation easement on the property in Jefferson County owned by Kevin S. Carter, Linda L. Dean, Freda L. Mullaney, and William A. Knighten Jr.(Property ZZ).

Attach supporting documents for request, or request may be denied. Map of easement locations, Deed of Conservation Easements

If not attached, explain:

Is equipment needed? NO Projector Y/N Internet/Wi Fi Y/N Telephone for conference call Y/N

Contact information:

Email address: farmlandprotection@jcda.net

Phone Number: 304-724-1414

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

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Jefferson County Farmland Protection Board Conservation Easements



Property	Acres
A	120
B	40
C	85.63
A1	90
D	235.8285
E	93
F	93
G	105.99
H	72.573
I	59.8867
J	83.1
L	219
M	20
N	82.8
O	60
P	125
Q	102.285
R1	37
R2	112
R3	134.95
S	37
T	22
U	53
V	40
W	69.21
X	152.23 (3 552)
Z	42.8
BB	185
CC	121
DD	60
EE	48
JJ	198
LL	154
MM	32.8
NN	219
OO	73
PP	264.48
QQ	60.23
RR	147.6
VV	76.5
AAA	320.14

ZZ parcel: 117.42 acres. Properties w/in 1 mile: H, Q, CC, I, M, A, F, E, V, EE

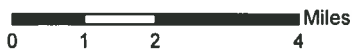
EEE parcel: 215.668 acres

This map shows all closed & funded easements located in Jefferson County, WV, which are held or co-held by the Jefferson County Farmland Protection Board.

Legend

Status

Closed (4348.03 Acres)



DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** (“Easement” or “Easement Deed”) is made this _____ day of _____, 20__, by Edward L. Boyd and Sons, Inc., a West Virginia corporation, having an address at P.O. Box 39, Rippon, WV 25441 (“Grantor”), to the JEFFERSON COUNTY FARMLAND PROTECTION BOARD (“JCFPB” or “Grantee”), having its mailing address at P.O. Box 731, Charles Town, WV 25414, and with a right of enforcement to the United States of America (“United States”), acting by and through the United States Department of Agriculture (USDA), Natural Resources Conservation Service (“NRCS” or “USDA-NRCS”) with its mailing address at 1550 Earl Core Road, Morgantown, WV 26505, acting on behalf of the Commodity Credit Corporation (CCC), as its interest appears herein, for the purpose of protecting the agricultural use and future viability, and related Conservation Values (hereinafter defined), by limiting nonagricultural uses. For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantee apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Jefferson County, West Virginia, consisting of 215.668 acres of land, more or less, and more particularly described in **Exhibit A-1**, incorporated herein by reference (the “Protected Property”). The Protected Property is also described in a deed of record in the office of the Clerk of the County Commission, Jefferson County, West Virginia, in Deed Book 646, at Page 172.

WHEREAS, the Protected Property possesses agricultural, including prime, unique, statewide or locally important soils; open space and natural values (collectively, “Conservation Values”) of great importance to Grantor, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, this Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP), 16 U.S.C Section 3865 et seq., and 7 CFR Part 1468 et seq. for the purpose of protecting the agricultural use and future viability, and related Conservation Values, by limiting nonagricultural uses of the Protected Property;

WHEREAS, under the authority of the Agricultural Conservation Easement Program, the United States Department of Agriculture’s Natural Resources Conservation Service has provided \$291,500.00 to Grantee for the acquisition of this conservation easement, entitling the United States to the rights identified herein;

WHEREAS, JCFPB has provided \$291,500.00 to purchase a conservation easement on 215.668 acres of the Protected Property;

WHEREAS, the specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, on file at the office of Grantee and incorporated herein by reference (“Baseline Documentation”), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Protected Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

DEED OF CONSERVATION EASEMENT

WHEREAS, Grantor and Grantee have the common purpose of protecting the agricultural use and future viability, and related Conservation Values;

WHEREAS, Grantor further intends, as owner of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Protected Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia (“Legislature”) has recognized in West Virginia Code §8A-12-1 et seq. the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land, and the legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs, to accept qualifying properties voluntarily entered into the program, and pursuant to West Virginia Code §8A-12-5 provided Jefferson County Farmland Protection Board has the authority to acquire and hold conservation easements;

WHEREAS, the County Commission of Jefferson County, West Virginia (“County Commission”) has declared that the agriculture community of Jefferson County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Jefferson County an opportunity to voluntarily protect agricultural land by creating the Jefferson County Farmland Protection Board and authorizing it to create and administer the Jefferson County Farmland Protection Program;

WHEREAS, JCFPB is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County by the voluntary placement of conservation or preservation easements on eligible property;

WHEREAS, Grantee affirms that this Easement represents a unique and valuable asset to the quality of life in Jefferson County and the state of West Virginia, that by the acceptance of this Easement it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination, and that it agrees to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come in the future;

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantee, and with a right of enforcement to the United States, a conservation easement in

DEED OF CONSERVATION EASEMENT

perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to protect the agricultural use and future viability of the Protected Property by limiting nonagricultural uses; and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property, including its prime, unique, statewide and locally important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth. The parties agree that the United States is granted enforcement rights under the terms of this Easement. However, the United States will only exercise its rights set forth below at Paragraph II. 5. e. (*United States Right of Enforcement*). Until such time, if ever, the United States exercises its rights under this Easement, Grantee is the primary manager and enforcer of this Easement.

The Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

I. TERMS, CONDITIONS AND RESTRICTIONS

1. **Agricultural Land Easement Plan.** As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an Agricultural Land Easement Plan (ALE Plan), as approved by NRCS, to promote the long-term viability of the land to meet the ALE purposes. The ALE Plan must also be approved by the Grantor and the Grantee. Grantor agrees that the use of the Protected Property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated herein by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantor agree to update the ALE Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to, compliance with the ALE Plan, the United States may exercise its right of enforcement.

2. **Use and Quiet Enjoyment.** Grantor has the right to reside on the Protected Property and to benefit from all aspects of the quiet enjoyment of the Protected Property. Grantor has the right to engage in any and all personal recreational uses of the Protected Property, including but not limited to hiking, touring, swimming, camping, biking, horseback riding, hunting, and fishing, so long as said personal recreational uses require no development of the Protected Property and are consistent with the Conservation Values.

Grantor reserves to itself, and to grantor's personal representatives, heirs, successors, and assigns, all rights accruing from grantor's ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that

DEED OF CONSERVATION EASEMENT

are not expressly prohibited herein and are not inconsistent with the purpose of this Easement; provided, however, that any activities inconsistent with the purposes of this Easement are prohibited.

3. Agricultural Uses of the Land. Any activities inconsistent with the purposes of the ALE are prohibited. Grantor may engage in any and all agricultural uses of the Protected Property provided it is conducted in a manner consistent with the terms of the ALE Plan. Examples of permitted agricultural uses include the production of plants and animals useful to man, including, but not limited to: forage, grain, and field crops; pasturage, dairy, and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits, nuts, and vegetables of all kinds; nursery, floral, and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Protected Property. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such secondary agricultural activities must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

4. Agricultural Structures. Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Protected Property. Agricultural structures shall be constructed or placed within the areas described in **Exhibit C** attached hereto and made a part hereof ("Farmstead Complex Areas"), and shall be limited by the maximum square footage as described in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

5. Retail Sale of Farm Products. Businesses directly related to the retail sale of farm products produced primarily on the Protected Property that are supportive and agriculturally compatible may be established on the Protected Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products, as long as not more than 2,000 square feet of structures are erected to facilitate such retail sales. Structures permitted under this paragraph (5) shall be subject to Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

6. Activities for Religious, Charitable or Educational Purposes or to Foster Tourism. Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Protected Property in order to foster rural economic uses while protecting the rural character of the Protected Property. Such activities or businesses must be compatible with and supportive of the rural character of the Protected Property, and must remain incidental to the agricultural and open-space character of the Protected Property.

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under Paragraph I. 4. (*Agricultural Structures*) or Paragraph I. 8. (*Construction on the Protected Property*); no other structures are permitted on the Protected Property.

DEED OF CONSERVATION EASEMENT

- (b) The stables, horseback riding arenas both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be located within the Farmstead Complex Areas described in **Exhibit C**, and shall be limited by the maximum square feet as described below in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).
- (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (d) Accommodation of overnight guests is permitted, but only within permitted residential structures.
- (e) Non-agricultural commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.
- (g) "More than a *de minimus* use for commercial recreational activity," as such phrase is used in Section 2031(c)(8)(B) of the Code, is prohibited. Grantor agrees that the preceding sentence is intended as a limiting condition and not as a reservation of rights by the Grantor, and the prohibition in the preceding sentence does not allow more commercial activity than may otherwise be allowed under the other provisions of this instrument.

7. **Industrial or Commercial Uses.** Industrial or commercial activities on the Protected Property are prohibited except the following:

- (a) agricultural production and related uses conducted as described in the ALE Plan;
- (b) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related Conservation Values of the Protected Property herein protected;
- (c) commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and small-scale farm wineries; and
- (d) home-based businesses that do not require a Department of Environmental Protection permit to operate, provided that:
 - i. the occupation or business use is conducted entirely within the Single Residential Dwelling(s) (as described in **Exhibit B**) or appurtenances allowable under Paragraph I. 8. (*Construction on the Protected Property*); and
 - ii. the use of the dwelling for the home-based business is clearly incidental and subordinate to the use of the dwelling for residential purposes.

8. **Construction on the Protected Property.** Grantor and Grantee acknowledge the existence of two (2) Single Residential Dwelling(s) on the Protected Property as more fully described in **Exhibit B**. No other Single Residential Dwellings shall be constructed or placed on the Protected Property. All new or relocated structures and improvements must be located within the Residential Envelopes shown on **Exhibit B**, except for agricultural structures

DEED OF CONSERVATION EASEMENT

permitted herein under Paragraph I. 4. (*Agricultural Structures*). The following conditions and restrictions shall apply:

- (a) Each Residential Envelope shall contain no greater than two (2) acres each.
- (b) Grantor has the right to maintain, repair, enlarge, or replace all structures and improvements, including Single Residential Dwellings, as grantor may so desire, except that the impervious surface of each Single Residential Dwelling is limited to 5,000 square feet.
- (c) Grantor has the right to construct appurtenances such as garages, sheds, and recreational facilities within each Residential Envelope, except that the total allowed impervious surface within each Residential Envelope, including Single Residential Dwellings, shall not exceed 9,000 square feet.
- (d) The boundaries and location of the Residential Envelopes may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Residential Envelopes may not increase in size and the adjusted Residential Envelopes must provide equal or greater protection of the agricultural use and future viability and related Conservation Values of the Protected Property.
- (e) The Single Residential Dwellings may house one or more families or occupants but shall not be converted to apartments, townhomes, condos, or any other commercial multi-family dwelling.

9. Transfer of Development Rights. All other development rights not specifically reserved under this Easement are hereby extinguished and shall not be transferred to any other property pursuant to a transfer of development rights program or any other means or used to calculate permitted development density.

The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

10. Subdivision. Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited. Notwithstanding the fact that, as of the Conservation Easement Date, the Protected Property might consist of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole

11. Maximum Impervious Surface Coverage. The total surface coverage of impervious surfaces on the Protected Property shall be subject to the limitations defined below:

DEED OF CONSERVATION EASEMENT

- (a) Impervious surfaces shall be defined as any material that covers land and inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings, roofs, any area covered by permanent or nonpermanent structures, macadam and pavement, and gravel and stone driveways and parking areas.
- (b) The total surface coverage of the Protected Property by all impervious surfaces, including all Single Residential Dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways, and parking areas, but excluding NRCS-approved conservation practices, shall not exceed 187,890 square feet, which is less than 2% of the total Conservation Easement area. This limitation shall not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement.

12. Surface Alteration. Grading, blasting, filling, sod farming, excavating, removal of topsoil, earth, sand, gravel, or rock, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (a) dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, or wetland restoration, enhancement or creation, in accordance with an ALE Plan;
- (b) erosion and sediment control pursuant to a plan approved by the Grantee;
- (c) as required in the construction of approved buildings, structures, roads, or utilities, provided that the required alteration has been approved in writing by Grantee as being consistent with the Conservation Values; or
- (d) agricultural activities conducted in accordance with the ALE Plan.

Provided, however, that activities permitted under this paragraph (12) are conducted in accordance with the ALE Plan, disturbed land does not exceed one (1) acre in total area, and all disturbed land is restored within a reasonable time period.

13. Oil, Gas, or Mineral Exploration and Extraction. The exploration, development, mining, or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this Easement or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited

14. Management of Woodland Resources. Easement property with contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area will have a current forest management plan that is subject to approval by the Grantee and the NRCS. The agricultural use of timber and woodland products on the Protected Property is permitted, provided it is carried out to the extent practicable in accordance with current, generally accepted, best management practices for the site's soils and the terrain of the Protected Property.

A forest management plan shall not be required for the following activities and do not require prior approval of the Grantee or NRCS:

DEED OF CONSERVATION EASEMENT

- (a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;
- (b) cutting of trees for firewood, or for other domestic uses of Grantor;
- (c) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or the Retained Development Areas or for access otherwise permitted in this Easement;
- (d) removal of trees for the maintenance or the improvement to existing pastures or fence lines; or
- (e) removal of invasive species both plant and insect

Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and be consistent with this Easement and the protection of Conservation Values of the Protected Property.

Such forest management and timber harvesting must be performed in accordance with a written forest management plan consistent with this Easement prepared and signed by a licensed professional forester. NRCS and the Grantee will approve the plan to ensure it is consistent with the agricultural conservation value of this Easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

15. Other Construction. . Except as specifically permitted herein, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or facility on or above the premises.

16. Roads. New roads may be constructed if they are within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. Paved roads are subject to the impervious surface limitations referenced above.

17. Fences. Existing fences may be maintained, repaired, and replaced and new fences may be built on the Protected Property as necessary for agricultural operations on the Protected Property, including for customary management of livestock and to delineate the boundary of the Protected Property.

18. Signs. Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

19. Wastes. Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines, or other material on the Protected Property is prohibited. However, composting of biodegradable material used or produced on the Protected Property to improve

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gardens and pastures on the Protected Property is permitted so long as composting and its application is consistent with the ALE Plan.

20. Granting of Easements. The granting or modification of easements for utilities or roads is prohibited when the utility or road will adversely affect the Conservation Values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

21. Utilities. Grantor shall not sell, lease, or grant an easement covering any portion of the Protected Property where such sale, lease, or easement is for the purpose of construction or installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers, except where such easement is for the sole purpose of serving approved buildings or structures on the Protected Property. Utilities to serve approved buildings or structures on the Protected Property that neither individually nor collectively have an adverse impact on the agricultural use and future viability and related conservation values of the Protected Property may be built or installed outside of the Residential Envelopes with prior written approval of the Grantee and NRCS provided that said utilities are consistent with the ALE Plan. Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the Conservation Values of the Protected Property and consistent with the purposes of the Easement.

22. Streams, Wetland and Water Bodies. There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property that would be detrimental to water purity or that could alter natural water level and/or flow in or over the Protected Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds or the reasonable use of the available water of the Protected Property for agricultural purposes permitted by this Easement. Structures and facilities associated with irrigation, farm pond impoundment, or soil and water conservation on the Protected Property shall be considered to be intended for agricultural purposes. Expansion and construction of ponds and structures outside the Farmstead Complex Area shall be conducted in accordance with Paragraph I. 12. (*Surface Alteration*) and the ALE Plan. Farm ponds both inside and outside the Farmstead Complex Area shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

1. Preserving Agricultural Uses. The provisions of this Easement Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long term viability of the Protected Property, ALE Plan and ALE purposes, and do not violate Federal laws, including Federal drug laws. No uses will be allowed that decrease protection for the agricultural use and future viability, and related Conservation Values, of the Protected Property.

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2. **Access.** No right of access by the general public to any portion of the Protected Property is conveyed by this Easement.

3. **Rights of the Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee or its agent by this Easement:

- (a) To preserve and protect the Conservation Values of the Protected Property;
- (b) To enter upon the Protected Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property; and
- (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph II. 5. (*Grantee's Remedies*).

4. **Grantee Notification/Approval.** Grantor reserves for itself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantee.

5. **Grantee's Remedies.**

(a) **Notice of Violation; Corrective Action.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand that the Grantor take corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) **Injunctive Relief.** The Grantee and its successors or assigns, jointly or severally, shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Protected Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantee's rights under this paragraph (5 (b)) apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees and costs or restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor. If Grantor prevails in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantor. Costs incurred by Grantee in enforcing the terms of this Easement against third parties shall be borne by Grantee. The preceding two sentences shall not

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apply to the United States should the United States exercise its rights under (e) below (*United States Right of Enforcement*).

(d) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(e) **United States Right of Enforcement.** Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the Easement are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorneys' fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorneys' fees and expenses related to Grantee's violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the Easement and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the Easement, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor's representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor's representative at the earliest practicable time.

(f) **General Disclaimer and Grantor Warranty.** The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages,

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finances, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or which the United States may incur relating to the Protected Property.

Grantor must indemnify and hold harmless United States, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Agricultural Land Easement Deed or violations of any Federal, State, or local laws, including all Environmental Laws.

6. Acts beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantee shall have the right to pursue enforcement action against the responsible parties.

7. Costs, Legal Requirements, and Liabilities. Grantor and grantor's heirs, successors, and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.

8. Control. Nothing in this Easement shall be construed as giving rise to any right or ability of Grantee or the United States to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any responsibility to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

9. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

10. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and the United States and its members, directors, officers, employees, agents, assigns, and contractors (collectively "Indemnified Parties") from and against all liabilities, fines, fees, penalties, costs, losses, damages, expenses, causes of action, suits, proceedings, claims, demands, judgments, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court

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costs and reasonable attorneys' fees and attorneys' fees on appeal), to which Indemnified Parties may be subject or which Indemnified Parties may incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

11. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property.

Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of any Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate. Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

12. Extinguishment, Termination, and Condemnation. The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written

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approval of the Grantee and the United States. Due to the Federal interest in this Easement, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantor, Grantee and the United States stipulate that the appraised fair market value of the Easement is \$583,000.00 (the “the acquisition value of the Easement”). The Grantee contributed \$291,500.00, or fifty percent (50%) of the acquisition value of the Easement, and the United States contributed the remaining \$291,500.00, or fifty percent (50%) of the acquisition value of the Easement. The acquisition value of the Easement divided by the fair market value of the Protected Property unencumbered by this Easement (\$1,187,000.00) at the time of the creation of this Easement is hereinafter referred to as the “Proportionate Share.” The Proportionate Share equals forty-nine and eleven tenths percent (49.11%) of the appraised fair market value of the Protected Property unencumbered by this Easement. The Proportionate Share will remain constant over time.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the Protected Property unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the JCFPB or its designee, fifty (50%) percent of the Proportionate Share; and (b) to the United States, fifty (50%) percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor’s successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Protected Property, shall notify the Grantee and the United States, in writing, within fifteen (15) days of receipt of said notification.

In making this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

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The conveyance of this Easement gives rise to a property right immediately vested in the Grantee and the United States with a fair market value equal to the proportionate value that this Easement at the effective date hereof bears to the value of the Property as a whole at that time. The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantee and the United States and by judicial proceedings in a court of competent jurisdiction. Any proceeds received by the Grantee shall be used in a manner consistent with the conservation purposes of the Easement.

13. Assignment. This Easement is not transferable by the Grantee to any other local, county, or state department, board, agency, commission, or successor. In the event that the JCFPB ceases to operate or exist, the rights of the Grantee under this Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (W. Va. Code 20-12-1, et seq., 1995). The USDA-NRCS or its successor must approve any such transfer in advance.

Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance. The transfer of this Easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantor.

14. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Notwithstanding any failure of the Grantor to comply with this requirement, all the Grantor's heirs, successors, and assigns shall be bound by the terms of this Easement.

15. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

16. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to any other party shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantor: Edward L. Boyd & Sons, Inc.
Rippon, WV 25441
P.O. Box 39

With a copy to:
David A. DeJarnett
BOWLES RICE LLP
101 S. Queen Street
Martinsburg, WV 25401

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To Grantee: JEFFERSON COUNTY FARMLAND PROTECTION BOARD
P.O. Box 731
Charles Town, WV 25414

To United States: Natural Resources Conservation Service
1550 Earl Core Road, Suite 200
Morgantown, WV 26505

or to such other address as a party from time to time shall designate by written notice to the other parties.

17. Recordation. Grantee shall record this instrument in a timely fashion with the Office of the Clerk of the County Commission of Jefferson County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

18. Amendment. This Easement may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this Easement and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Easement Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

19. Other Provisions.

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.
- (b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.
- (d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property.
- (e) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.
- (f) **Title Warranties.** Grantor warrants that the Grantor has good title to the Protected Property, that the Grantor has the right to convey this Easement, and that the Protected Property is free and clear of any encumbrances other than those of record.

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- (g) **Merger.** If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantor and Grantee explicitly agree that it is their express intent, forming an part of the consideration hereunder, that the provisions of this Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Protected Property by or to the local grantee, the United States, or any successor or assignee will be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of “merger” or any other legal doctrine.
- (h) **Boundary Line Adjustments.** Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two (2) acres for the entire Protected Property.

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TO HAVE AND TO HOLD this Easement hereunto the Grantee, the United States, and their successors and assigns forever

DECLARATION OF CONSIDERATION OF VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to Federal, state and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

Edward L. Boyd & Sons, Inc.

By:

Edward L. Boyd
Its President

Date

GRANTEE:

Jefferson County Farmland Protection Board

Signature

Date

DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this ___day of _____, _____ by Edward L. Boyd, President of Edward L. Boyd & Sons, Inc., a West Virginia corporation, on behalf of said corporation.

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this ___day of _____, _____ by _____, Chairman on behalf of the JCFPB.

My commission expires: _____

Notary Public

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SCHEDULE OF EXHIBITS

- A-1.** Legal Description of Property Subject to Easement (Protected Property)
- A-2.** Plat of Property Subject to Easement (Protected Property)
- B-1.** Legal Description of Residential Dwelling(s) Subject to Easement (Protected Property)
- B-2.** Plat of Residential Dwelling(s) Subject to Easement (Protected Property)
- C.** Farmstead Complex Area(s) Subject to Easement (Protected Property)
- D.** Retained Development Rights – Intentionally Omitted as Not Applicable
- E.** Extraction Area – Intentionally Omitted as Not Applicable

DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** (“Easement” or “Easement Deed”) is made this _____ day of _____, 20__, by KEVIN S. CARTER, LINDA C. DEAN, WILLIAM A. KNIGHTEN, JR., and FREDA L. MULLANEY, having an address at 6790 Martinsburg Pike, Shepherdstown, WV 25443 (“Grantors”), to the JEFFERSON COUNTY FARMLAND PROTECTION BOARD (“JCFPB” or “Grantee”), having its mailing address at P.O. Box 731, Charles Town, WV 25414, and with a right of enforcement to the United States of America (“United States”), acting by and through the United States Department of Agriculture (USDA), Natural Resources Conservation Service (“NRCS” or “USDA-NRCS”) with its mailing address at 1550 Earl Core Road, Morgantown, WV 26505, acting on behalf of the Commodity Credit Corporation (“CCC”), as its interest appears herein, for the purpose of protecting the agricultural use and future viability, and related Conservation Values (hereinafter defined), by limiting nonagricultural uses. For purposes of this Easement, references to the rights, duties and obligations of Grantors and Grantee apply equally and in full force to any successors to the parties to this Easement.

WITNESSETH:

WHEREAS, Grantors are the sole owners in fee simple of certain real property in Jefferson County, West Virginia, consisting of 117.42 acres of land, more or less, and more particularly shown in Exhibits A-1 and A-2, attached hereto and incorporated herein by reference (the “Protected Property”). The Protected Property is also described in a deed of record in the office of the Clerk of the County Commission, Jefferson County, West Virginia, in Deed Book 1157, at Page 530.

WHEREAS, the Protected Property possesses agricultural, including prime, unique, statewide or locally important soils; open space and natural values (collectively, “Conservation Values”) of great importance to Grantors, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, this Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP), 16 U.S.C Section 3865 et seq., and 7 CFR Part 1468 et seq. for the purpose of protecting the agricultural use and future viability, and related Conservation Values, by limiting nonagricultural uses of the Protected Property;

WHEREAS, under the authority of the Agricultural Conservation Easement Program, the United States Department of Agriculture’s Natural Resources Conservation Service has provided \$178,500.00 to Grantee for the acquisition of this conservation easement, entitling the United States to the rights identified herein;

WHEREAS, JCFPB has provided \$178,500.00 to purchase a conservation easement on 117.42 acres of the Protected Property;

WHEREAS, the specific Conservation Values of the Protected Property are documented in an inventory of relevant features of the Protected Property, on file at the office of Grantee and incorporated herein by reference (“Baseline Documentation”), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Protected Property at the time of this contract and which is intended to

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serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantors and Grantee have the common purpose of protecting the agricultural use and future viability, and related Conservation Values;

WHEREAS, Grantors further intend, as owners of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Protected Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized in West Virginia Code §§8A-12-1, et seq. the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land, and the legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs, to accept qualifying properties voluntarily entered into the program, and pursuant to West Virginia Code §8A-12-5 provided Jefferson County Farmland Protection Board has the authority to acquire and hold conservation easements;

WHEREAS, the County Commission of Jefferson County, West Virginia ("County Commission") has declared that the agriculture community of Jefferson County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Jefferson County an opportunity to voluntarily protect agricultural land by creating the JCFPB and authorizing it to create and administer the Jefferson County Farmland Protection Program;

WHEREAS, JCFPB is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County by the voluntary placement of conservation or preservation easements on eligible property;

WHEREAS, Grantee affirms that this Easement represents a unique and valuable asset to the quality of life in Jefferson County and the state of West Virginia, that by the acceptance of this Easement it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination, and that it agrees to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and the generations to come in the future;

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to

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the laws of West Virginia, Grantors hereby voluntarily grant, bargain, and convey to Grantee, and with a right of enforcement to the United States, a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to protect the agricultural use and future viability of the Protected Property by limiting nonagricultural uses; and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property, including its prime, unique, statewide and locally important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth. The parties agree that the United States is granted enforcement rights under the terms of this Easement. However, the United States will only exercise its rights set forth below at Paragraph II. 5 (e) (*United States Right of Enforcement*). Until such time, if ever, the United States exercises its rights under this Easement, Grantee is the primary manager and enforcer of this Easement.

The Grantors and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

I. TERMS, CONDITIONS AND RESTRICTIONS

1. Agricultural Land Easement Plan. As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an Agricultural Land Easement Plan ("ALE Plan"), as approved by NRCS, to promote the long-term viability of the land to meet the ALE purposes. The ALE Plan must also be approved by the Grantors and the Grantee. Grantors agrees that the use of the Protected Property will be subject to the ALE Plan on the Protected Property.

The ALE Plan is incorporated herein by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantors agree to update the ALE Plan in the event the agricultural uses of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantors a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to, compliance with the ALE Plan, the United States may exercise its right of enforcement.

2. Use and Quiet Enjoyment. Grantors have the right to reside on the Protected Property and to benefit from all aspects of the quiet enjoyment of the Protected Property. Grantors have the right to engage in any and all personal recreational uses of the Protected Property, including but not limited to hiking, touring, swimming, camping, biking, horseback riding, hunting, and fishing, so long as said personal recreational uses require no development of the Protected Property and are consistent with the Conservation Values.

Grantors reserve to themselves, and to Grantors' personal representatives, heirs, successors, and assigns, all rights accruing from grantors' ownership of the Protected

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Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement; provided, however, that any activities inconsistent with the purposes of this Easement are prohibited.

3. **Agricultural Uses of the Land.** Any activities inconsistent with the purposes of the ALE are prohibited. Grantors may engage in any and all agricultural uses of the Protected Property provided it is conducted in a manner consistent with the terms of the ALE Plan. Examples of permitted agricultural uses include the production of plants and animals useful to man, including, but not limited to: forage, grain, and field crops; pasturage, dairy, and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits, nuts, and vegetables of all kinds; nursery, floral, and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Protected Property. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such secondary agricultural activities must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

4. **Agricultural Structures.** Grantors have the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Protected Property. Agricultural structures shall be constructed or placed within the area described in **Exhibit C** attached hereto and made a part hereof ("Farmstead Complex Area"), and shall be limited by the maximum square footage as described in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

5. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Protected Property that are supportive and agriculturally compatible may be established on the Protected Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products, as long as not more than 2,000 square feet of structures are erected to facilitate such retail sales. Structures permitted under this paragraph (5) shall be subject to Paragraph I. 11. (*Maximum Impervious Surface Coverage*).

6. **Activities for Religious, Charitable or Educational Purposes or to Foster Tourism.** Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Protected Property in order to foster rural economic uses while protecting the rural character of the Protected Property. Such activities or businesses must be compatible with and supportive of the rural character of the Protected Property, and must remain incidental to the agricultural and open-space character of the Protected Property.

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under Paragraph I. 4. (*Agricultural Structures*) or Paragraph I.8. (*Residential Dwellings*); no other structures are permitted on the Protected Property.

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- (b) The stables, horseback riding arenas both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be located within the Farmstead Complex Areas described in **Exhibit C**, and shall be limited by the maximum square feet as described below in Paragraph I. 11. (*Maximum Impervious Surface Coverage*).
- (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (d) Accommodation of overnight guests is permitted, but only within permitted residential structures.
- (e) Non-agricultural commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.
- (g) "More than a *de minimus* use for commercial recreational activity," as such phrase is used in Section 2031(c)(8)(B) of the Internal Revenue Code of 1986, as amended, is prohibited. Grantors agree that the preceding sentence is intended as a limiting condition and not as a reservation of rights by the Grantors, and the prohibition in the preceding sentence does not allow more commercial activity than may otherwise be allowed under the other provisions of this instrument.

7. **Industrial or Commercial Uses.** Industrial or commercial activities on the Protected Property are prohibited except the following:

- (a) agricultural production and related uses conducted as described in the ALE Plan;
- (b) temporary or seasonal outdoor activities or events that do not harm the agricultural use, future viability, and related Conservation Values of the Protected Property herein protected;
- (c) commercial enterprises related to agriculture or forestry including but not limited to agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and small-scale farm wineries; and
- (d) home-based businesses that do not require a West Virginia Department of Environmental Protection permit to operate, provided that:
 - i. the occupation or business use is conducted entirely within the Single Family Residential Dwellings, as more fully described in **Exhibit B**, or appurtenances allowable under Paragraph I. 8. (*Residential Dwellings*); and
 - ii. the use of the dwelling for the home-based business is clearly incidental and subordinate to the use of the dwelling for residential purposes.

8. **Residential Dwellings.** Grantors and Grantee acknowledge the existence of two (2) Single Family Residential Dwellings on the Protected Property constructed within the "Residential Envelopes" more fully described in **Exhibit B**. No other Single Family Residential Dwellings (or other dwellings) shall be constructed or placed on the Protected Property. All new or relocated structures and improvements must be located within the Residential Envelopes shown on **Exhibit B**, except for agricultural structures permitted here

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under Paragraph I. 4. (*Agricultural Structures*). The following conditions and restrictions shall apply:

- (a) Each Residential Envelope shall contain no greater than two (2) acres each.
- (b) Grantors have the right to maintain, repair, enlarge, or replace all structures and improvements, including the Single Family Residential Dwellings, as Grantors may so desire, except that the impervious surface of each Single Family Residential Dwelling is limited to 5,000 square feet.
- (c) Grantors have the right to construct appurtenances to each Single Family Residential Structure, such as garages, sheds, and recreational facilities, within each Residential Envelope, except that the total allowed impervious surface within each Residential Envelope, including each Single Family Residential Dwelling, shall not exceed 9,000 square feet.
- (d) The boundaries and location of the Residential Envelopes may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Residential Envelopes may not increase in size and the adjusted Residential Envelopes must provide equal or greater protection of the agricultural use and future viability and related Conservation Values of the Protected Property.
- (e) The Single Family Residential Dwellings may house one or more families or occupants but shall not be converted to apartments, townhomes, condos, or any other commercial multi-family dwelling.

9. Transfer of Development Rights. All other development rights not specifically reserved under this Easement are hereby extinguished and shall not be transferred to any other property pursuant to a transfer of development rights program or any other means or used to calculate permitted development density.

The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

10. Subdivision. Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited. Notwithstanding the fact that, as of the Conservation Easement Date, the Protected Property might consist of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole

11. Maximum Impervious Surface Coverage. The total surface coverage of impervious surfaces on the Protected Property shall be subject to the limitations defined below:

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- (a) Impervious surfaces shall be defined as any material that covers land and inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings, roofs, any area covered by permanent or nonpermanent structures, macadam and pavement, and gravel and stone driveways and parking areas.
- (b) The total surface coverage of the Protected Property by all impervious surfaces, including all the Residential Dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways, and parking areas, but excluding NRCS-approved conservation practices, shall not exceed 102,296 square feet, which is less than 2% of the total Conservation Easement area. This limitation shall not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement.

12. Surface Alteration. Grading, blasting, filling, sod farming, excavating, removal of topsoil, earth, sand, gravel, or rock, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

- (a) dam construction to create ponds for agricultural use, fire protection, or wildlife enhancement, or wetland restoration, enhancement or creation, in accordance with an ALE Plan;
- (b) erosion and sediment control pursuant to a plan approved by the Grantee;
- (c) as required in the construction of approved buildings, structures, roads, or utilities, provided that the required alteration has been approved in writing by Grantee as being consistent with the Conservation Values; or
- (d) agricultural activities conducted in accordance with the ALE Plan.

Provided, however, that activities permitted under this paragraph (12) are conducted in accordance with the ALE Plan, disturbed land does not exceed one (1) acre in total area, and all disturbed land is restored within a reasonable time period.

13. Oil, Gas, or Mineral Exploration and Extraction. The exploration, development, mining, or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantors as of the date of this Easement or later acquired by Grantors, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited

14. Management of Woodland Resources. Any portion of the Protected Property with contiguous forest that exceeds the greater of 40 acres or 20 percent of the Easement area will have a current forest management plan that is subject to approval by the Grantee and the NRCS. The agricultural use of timber and woodland products on the Protected Property is permitted, provided it is carried out to the extent practicable in accordance with current, generally accepted, best management practices for the site's soils and the terrain of the Protected Property.

A forest management plan shall not be required for the following activities and do not require prior approval of the Grantee or NRCS:

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- (a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;
- (b) cutting of trees for firewood, or for other domestic uses of Grantors;
- (c) cutting of trees for the construction or maintenance of permitted structures or landscaping within each Residential Envelope or the Farmstead Complex Area or for access otherwise permitted in this Easement;
- (d) removal of trees for the maintenance or the improvement to existing pastures or fence lines; or
- (e) removal of invasive species both plant and insect

Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and be consistent with this Easement and the protection of Conservation Values of the Protected Property.

Such forest management and timber harvesting must be performed in accordance with a written forest management plan consistent with this Easement prepared and signed by a licensed professional forester. NRCS and the Grantee will approve the plan to ensure it is consistent with the agricultural conservation value of this Easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

15. Other Construction. Except as specifically permitted herein, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or facility on or above the premises.

16. Roads. New roads may be constructed if they are within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. Paved roads are subject to the impervious surface limitations referenced above.

17. Fences. Existing fences may be maintained, repaired, and replaced and new fences may be built on the Protected Property as necessary for agricultural operations on the Protected Property, including for customary management of livestock and to delineate the boundary of the Protected Property.

18. Signs. Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

19. Wastes. Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines, or other material on the Protected Property is prohibited. However, composting of biodegradable material used or produced on the Protected Property to improve

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gardens and pastures on the Protected Property is permitted so long as composting and its application is consistent with the ALE Plan.

20. Granting of Easements. The granting or modification of easements for utilities or roads is prohibited when the utility or road will adversely affect the Conservation Values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

21. Utilities. Grantors shall not sell, lease, or grant an easement covering any portion of the Protected Property where such sale, lease, or easement is for the purpose of construction or installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers, except where such easement is for the sole purpose of serving approved buildings or structures on the Protected Property. Utilities to serve approved buildings or structures on the Protected Property that neither individually nor collectively have an adverse impact on the agricultural use and future viability and related conservation values of the Protected Property may be built or installed outside of the Residential Envelopes with prior written approval of the Grantee and NRCS provided that said utilities are consistent with the ALE Plan. Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the Conservation Values of the Protected Property and consistent with the purposes of this Easement.

22. Streams, Wetland and Water Bodies. There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property that would be detrimental to water purity or that could alter natural water level and/or flow in or over the Protected Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds or the reasonable use of the available water of the Protected Property for agricultural purposes permitted by this Easement. Structures and facilities associated with irrigation, farm pond impoundment, or soil and water conservation on the Protected Property shall be considered to be intended for agricultural purposes. Expansion and construction of ponds and structures outside the Farmstead Complex Area shall be conducted in accordance with Paragraph I. 12. (*Surface Alteration*) and the ALE Plan. Farm ponds both inside and outside the Farmstead Complex Area shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

1. Preserving Agricultural Uses. The provisions of this Easement Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long term viability of the Protected Property, ALE Plan and ALE purposes, and do not violate Federal laws, including Federal drug laws. No uses will be allowed that decrease protection for the agricultural use and future viability, and related Conservation Values, of the Protected Property.

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2. **Access.** No right of access by the general public to any portion of the Protected Property is conveyed by this Easement.

3. **Rights of the Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee or its agent by this Easement:

- (a) To preserve and protect the Conservation Values of the Protected Property;
- (b) To enter upon the Protected Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Protected Property; and
- (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph II. 5. (*Grantee's Remedies*).

4. **Grantee Notification/Approval.** Grantors reserve for themselves the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantee.

5. **Grantee's Remedies.**

(a) **Notice of Violation; Corrective Action.** If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand that the Grantors take corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) **Injunctive Relief.** The Grantee and its successors or assigns, jointly or severally, shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantors to restore the Protected Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantee's rights under this Paragraph 5 (b) apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantors agree that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including without limitation costs of suit and attorneys' fees and costs or restoration necessitated by Grantors' violation of the terms of this Easement, shall be borne by Grantors. If Grantors prevail in action to enforce the terms of this Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Easement against third parties shall be borne by Grantee. The preceding two sentences shall not

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apply to the United States should the United States exercise its rights under (e) below (*United States Right of Enforcement*).

(d) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

(e) **United States Right of Enforcement.** Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of this Easement are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantors, including, but not limited to, attorneys' fees and expenses related to Grantors' violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorneys' fees and expenses related to Grantee's violations or failure to enforce this Easement against the Grantors up to the amount of the United States contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantors are in compliance with this Easement and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of this Easement, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantors or Grantors' representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantors or Grantors' representative at the earliest practicable time.

(f) **General Disclaimer and Grantors' Warranty.** The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantors' negligent acts or omissions or Grantee's or Grantors' breach of any representation, warranty, covenant, or agreements contained in this Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages,

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finances, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or which the United States may incur relating to the Protected Property.

6. **Acts beyond the Grantors' Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Protected Property resulting from causes beyond Grantors' control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantors could not reasonably have anticipated or prevented, Grantors agree that Grantee shall have the right to pursue enforcement action against the responsible parties.

7. **Costs, Legal Requirements, and Liabilities.** Grantors and Grantors' heirs, successors, and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.

8. **Control.** Nothing in this Easement shall be construed as giving rise to any right or ability of Grantee or the United States to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any responsibility to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

9. **Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

10. **Hold Harmless.** Grantors shall hold harmless, indemnify, and defend Grantee and the United States and their respective members, directors, officers, employees, agents, assigns, and contractors (collectively "Indemnified Parties") from and against all liabilities, fines, fees, penalties, costs, losses, damages, expenses, causes of action, suits, proceedings, claims, demands, judgments, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal), to which Indemnified Parties may be subject or which Indemnified Parties may incur relating to the Protected Property, which may arise from, but are not limited to, Grantors' negligent acts, omissions, or breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws (hereinafter defined).

11. **Environmental Warranty.** "Environmental Law" or "Environmental Laws" means any and all Federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law)

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concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantors warrant that they are in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantors warrant that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property.

Grantors further warrant that they have no actual knowledge of an undisclosed release or threatened release of any Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law. Furthermore, Grantors warrant the information disclosed to Grantee and United States regarding any past violations or non-compliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate. Moreover, Grantors hereby promise to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties, and damages, including reasonable attorneys’ fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantors or any other prior owner of the Protected Property. Grantors’ indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantors with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

12. Extinguishment, Termination, and Condemnation. The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Easement, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantors, Grantee and the United States stipulate that the appraised fair market value of the Easement is \$369,000.00. The Grantee contributed \$178,500.00, or forty-eight and forty-two hundredths percent (48.24%), the United States contributed \$178,500.00 or forty-eight and forty-two hundredths percent (48.24%), and the landowner donated \$12,000 or three and twenty-five hundredths (3.25%) of the value. The total purchase amount is \$357,000.00, hereinafter referred to as the “Acquisition Value.” The Acquisition Value of the Easement

DEED OF CONSERVATION EASEMENT

divided by the fair market value of the Protected Property unencumbered by this Easement (\$678,000.00) at the time of the creation of this Easement is hereinafter referred to as the "Proportionate Share." The Proportionate Share equals fifty-two and sixty-six hundredths percent (52.66%) of the appraised fair market value of the Protected Property. The Proportionate Share will remain constant over time.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantors must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the Protected Property unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Appraisal Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the JCFPB or its designee, fifty (50%) percent of the Proportionate Share; and (b) to the United States, fifty (50%) percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantors or the Grantors' successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

Grantors, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Protected Property, shall notify the Grantee and the United States, in writing, within fifteen (15) days of receipt of said notification.

In making this Easement, Grantors have considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantors believe that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantors and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

The conveyance of this Easement gives rise to a property right immediately vested in the Grantee and the United States with a fair market value equal to the proportionate value that this Easement at the effective date hereof bears to the value of the Protected Property as a whole at that time. The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantee and the United States and by judicial proceedings in a court of competent jurisdiction. Any proceeds received by the Grantee shall be used in a manner consistent with the conservation purposes of the Easement.

DEED OF CONSERVATION EASEMENT

13. Assignment. This Easement is not transferable by the Grantee to any other local, county, or state department, board, agency, commission, or successor. In the event that the JCFPB ceases to operate or exist, the rights of the Grantee under this Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act (West Virginia Code §§ 20-12-1, et seq.). The USDA-NRCS or its successor must approve any such transfer in advance.

Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance. The transfer of this Easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantors.

14. Subsequent Transfers. Grantors agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Notwithstanding any failure of the Grantors to comply with this requirement, all the Grantors' heirs, successors, and assigns shall be bound by the terms of this Easement.

15. Estoppel Certificates. Upon request by Grantors, Grantee shall within thirty (30) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantors.

16. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to any other party shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantors:

Kevin S. Carter
6790 Martinsburg Pike
Shepherdstown, WV 25443

Linda L. Dean
1105 W. Addition St.
Martinsburg, WV 25401

Freda L. Mullaney
116 Meadowbrook Dr.
Stephens City, VA 22655

DEED OF CONSERVATION EASEMENT

William A. Knighten, Jr.
PO Box 3008
Shepherdstown, WV 25443

To Grantee: Jefferson County Farmland Protection Board
P.O. Box 731
Charles Town, WV 25414

To United States: Natural Resources Conservation Service
1550 Earl Core Road
Morgantown, WV 26505

or to such other address as a party from time to time shall designate by written notice to the other parties.

17. Recordation. Grantee shall record this instrument in a timely fashion with the Office of the Clerk of the County Commission of Jefferson County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

18. Amendment. This Easement may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this Easement and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Easement Deed, such amendments must be mutually agreed upon by the Grantee, Grantors, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.

19. Other Provisions.

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.
- (b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantors' title in any respect.
- (d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property.
- (e) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.
- (f) **Title Warranties.** Grantors warrant that the Grantors have good title to the Protected Property, that the Grantors have the right to convey this Easement, and that the Protected Property is free and clear of any encumbrances other than those of record.

DEED OF CONSERVATION EASEMENT

- (g) **Merger.** If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantors and Grantee explicitly agree that it is their express intent, forming an part of the consideration hereunder, that the provisions of this Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Protected Property by or to the Grantee, the United States, or any successor or assignee will be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of “merger” or any other legal doctrine.
- (h) **Boundary Line Adjustments.** Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two (2) acres for the entire Protected Property.

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DEED OF CONSERVATION EASEMENT

TO HAVE AND TO HOLD this Easement hereunto the Grantee, the United States, and their respective successors and assigns forever

DECLARATION OF CONSIDERATION OF VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to Federal, state and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantors and Grantee have set their hand:

GRANTORS:

Kevin S. Carter

Date

Linda L. Dean

Date

Freda L. Mullaney

Date

William A. Knighten, Jr.

Date

DEED OF CONSERVATION EASEMENT

GRANTEE:

JEFFERSON COUNTY FARMLAND PROTECTION BOARD

By _____
Name:
Title:

Date

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, ____ by Kevin S. Carter

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, ____ by Linda L. Dean

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, ____ by Freda L. Mullaney

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, ____ by William A, Knighten, Jr.

My commission expires: _____

Notary Public

STATE OF WEST VIRGINIA

COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____, ____ by _____, Chairman on behalf of the Jefferson County Farmland Protection Board.

My commission expires: _____

Notary Public

DEED OF CONSERVATION EASEMENT

SCHEDULE OF EXHIBITS

- A-1.** Legal Description of Property Subject to Easement (Protected Property)
- A-2.** Plat of Property Subject to Easement (Protected Property)
- B-1.** Legal Description of Residential Envelopes Subject to Easement (Protected Property)
- B-2.** Plat of Residential Envelopes Subject to Easement (Protected Property)
- C.** Farmstead Complex Area(s) Subject to Easement (Protected Property)
- D.** Retained Development Rights – Intentionally Omitted as Not Applicable
- E.** Extraction Area – Intentionally Omitted as Not Applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Roger Goodwin, Chief County Engineer**

Department or Organization: **Department of Engineering, Planning & Zoning**

Estimation of amount of time needed for appointment: **15 minutes**

Date Requested – 1st Choice: **April 5, 2018**

Date Requested – 2nd Choice: **April 19, 2018**

Subject (*Wording to be placed on agenda*): **Acceptance of Excavator's Proposal - Bardane Industrial Park Waste Water Treatment Plant Lagoon Decommissioning & Sinkhole Remediation Project.**

Please provide the County Commission with a description of your request or presentation, including any background information:

Introduction:

On March 9, 2017, the West Virginia Department of Environmental Protection (WVDEP) issued two violation notices against the Jefferson County Commission as follows:

Violation No. w17-19-025-mkk

Burr Industrial Park WWTP Site

"Failed to obtain an UIC Permit for a sinkhole within a stormwater conveyance system."

Violation No. w17-19-026-mkk

Burr Industrial Park WWTP & Lagoon

"Failed to properly abandon the Burr Industrial Park WWTP."

As a result, the Jefferson County Engineering Office has been working with WVDEP officials to resolve the violations. The following is our findings and the information we gathered related to each violation:

Sinkhole Violation:

A sinkhole exists on a parcel of land in the Bardane Industrial Park (see attached location map), which is owned by the Jefferson County Commission. The parcel of land (4.26 Acres) is located on Industrial Boulevard next to the West Virginia State Police maintenance facility; and is described as Parcel 1.4, Tax Map 2, Charles Town Tax District; Deed Book 584, Page 419.

Currently stormwater runoff from 307 acres of land is draining into the sinkhole. Under West Virginia Department of Environmental Protection (WVDEP) regulations, the county commission is required to obtain an Underground Injection Control (UIC) permit to be able to continue discharging stormwater runoff into the sinkhole. However, it is preferable to not obtain a UIC permit, which will require ongoing monitoring, testing

and reporting to the WVDEP; plus, it is not a good practice to continue to discharge stormwater runoff into the sinkhole and the groundwater aquifer due to potential contamination.

On September 11, 2017, the WVDEP issued a time extension, under the authority of a "Rule Authorization", until December 31, 2018, for bringing the violation into compliance.

WWTP & Lagoon Violation:

The County Commission also owns a waste water treatment plant (WWTP) located on the same parcel as the sinkhole. The County Commission was deeded ownership of the land and the WWTP from JEDECO Utilities, Inc., under Deed Book 584, Page 419, on May 11, 1987.

A West Virginia Department of Health Certificate of Approval No. 9976, and a West Virginia Department of Environmental Protection (WVDEP) NPDES permit no. WV0080268 (superseded the original 1978 permit) was issued to the county commission effective March 8, 1988, to own and operate the WWTP. The WWTP is a 24,000 gallon-per-day package treatment plant designed to serve the Bardane Industrial Park.

Subsequently however, under an Office of Environmental Health Services permit no. 10,577, dated September 13, 1989, approval was granted to the Jefferson County Development Authority to construct a gravity sanitary sewer system, force mains and two pump stations to serve the industrial park. It appears that soon after completion of construction the Jefferson County Public Service District (JCPSD) began pumping the sanitary sewage to the City of Charles Town's system, and the WWTP was abandoned as it was no longer needed. The WWTP – and the effluent discharge storage lagoon - was abandoned in the early 1990's and left sitting there locked up inside a chain link fence.

In 2013, the County Commission, under Deed Book 1132, Page 101, dated November 4, 2013, subdivided and deeded a 0.27 acre parcel to the Jefferson County Public Service District (JCPSD). This parcel is adjacent to the abandoned WWTP. According to Susanne Lawton, former general manager of the JCPSD, this parcel was used to construct a new sanitary sewer pump station to replace an older and obsolete pump station. The new sanitary sewer pump station is owned and operated by the JCPSD. However, the County Commission appears to have retained ownership of the WWTP and lagoon and the 4.26 acre parcel of land upon which all of it is located.

The WWTP facility was decommissioned the summer of 2017, in accordance with WVDEP regulations, but the lagoon still remains and still needs to be decommissioned.

Mitigation Plan:

In December, 2017, the County Commission hired Potesta Engineers and Environmental Consultants to engineer the work necessary to bring the lagoon and sinkhole into compliance and to provide for proper drainage through the site. The work will require filling in the existing lagoon (approximately 3' depth) to the same level as the upstream and downstream existing grades.

There does not appear to be adequate borrow/fill material on the site. However, the TeMa project being developed on Steely Way in the industrial park will have excess dirt. TeMa expects to break ground by April, 2018. The Engineering office has coordinated with the Development Authority, and TeMa's excavator, Gantt's Excavating & Contractors, Inc., to place the excess dirt on the lot adjacent to their project site, which is owned by the Development Authority. We will then later use the stockpiled material on our project on Industrial Boulevard. This will reduce the cost of purchasing and transporting fill material from another source.

The attached proposal is for Gantt's Excavating to provide temporary sediment and erosion control measures until the fill material is transported to our project site in July/August of 2018. The temporary sediment and erosion control measures are normally required by the West Virginia Department of Environmental Protection.

We are asking the County Commission to accept the proposal from Gantt's Excavating & Contractors, Inc., in the amount of \$3,382.00. The work will be paid for from the \$200,000 of funding allocated for this project.

Is this a funding request? **Funding is already allocated for this project.**

If so, how much?

Motion Requested: **Yes**

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Move to accept the proposal from Gantt's Excavating & Contractors, Inc., in the amount of \$3,382.00, to provide temporary sediment and erosion control measures.

Attach supporting documents for request, or request may be denied.

Project Location Map

Attached proposal from Gantt's Excavating & Contractors, Inc.

If not attached, explain:

Is equipment needed? Projector Y/N **No** Internet/Wi Fi Y/N **No** Telephone for conference call Y/N **No**

Contact information:

Email address: engineering@jeffersoncountywv.org Phone Number: 304-728-3257

<u>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS</u>

GANTT'S
EXCAVATING
& CONTRACTING INC.
SCOPE - CONTRACT

MAR 23 2018

Date: 03/15/18
Client: Jefferson County DEP&Z
Attn: Joe Kent

Project: **18012-TeMa-E&S @ Stockpile**

West Virginia Contractor License Number (WV12067)

Please accept our contract to furnish and install the following scope of work for the following price;

Erosion & Sediment Control

- Silt Fence	200	lf	@	\$	3.60	\$	720.00	
- Temp Seed & Straw (Stockpile)	4,840	sy	@	\$	0.55	\$	2,662.00	
Total							\$	3,382.00

Gantt's Excavating Contracting, Inc.
PO Box 974
Martinsburg, WV 25402
304-229-6515

General Conditions

- 1 *Prices are based on one move-in and continuous operation to completion*
- 2 *Prices are based on a clear working area from building materials, stockpiles, other contractor equipment and vehicles and subsequent trash and debris.*
- 3 *Prices are based on a reasonable sequence of construction.*
- 4 *Utilities required to be removed or relocated by others, shall be completed prior to work commencing within the areas affected by the utilities.*
- 5 *The pipeline backfill will be performed in accordance with current local governing minimum standards except that the first lift thickness will be adjusted to allow for the compaction equipment utilizing and the protection of the pipe. It has been assumed to utilize the excavated material for backfill without liming, diskings, wetting, aeration or manipulation to attain the proper moisture content or gradation for compaction.*
- 6 *The Owner is required to furnish our safety representative with any environmental engineering, preblast surveys, or monitoring information that has occurred or will occur during the development of this project.*
- 7 *The lines and structures will initially be left clean and any subsequent flushing or cleaning due to erosion control failure, lack of maintenance, or act of God, is the responsibility of the Owner.*
- 8 *Gantt's Excavating & Contracting, Inc. shall not be responsible for failure to complete the contract or for delays in performance by reasons of circumstances beyond its control, including but not limited to strikes, differences with workmen, fire, flood, embargo, weather conditions, war, governmental regulations, preferences of properties for government and other orders, or shortage of raw materials, fuel, labor or transportation.*
- 9 *Gantt's Excavating & Contracting, Inc. will not be responsible for repairs, work not completed, settlement of trenches, adjustment or misalignment of structures and pipe after 90 days of installation should completion of work be delayed or deferred by the Owner.*
- 10 *The Owner is to supply Gantt's Excavating & Contracting, Inc. With a minimum of four (4) sets of approved plans and minimum of four (4) copies of subsequent revisions for our use.*
- 11 *Certificates of insurance will be issued upon request.*
- 12 *Due to the volatility of price and availability of material and fuel, ALL prices for materials are for estimating only. Once this proposal becomes a contract, quoted prices on material will be obtained and the contract price adjusted accordingly.*
- 13 *The proposal-contract attached is non-assignable without the prior written consent of Gantt's Excavating & Contracting, Inc.*
- 14 *Positive drainage can not be guaranteed on pavement design with less than a 2% slope.*

Scope of work excludes the following items unless otherwise noted on the proposal.

- Retaining wall construction, excavation, backfill or related work.
- Preblast survey, Blasting, Hoe ramming.
- Traffic light installations and or adjustments.
- Site lighting conduit, wire or pole bases.
- Electric, phone, cable, conduits and or wire.
- Permit, inspection, tapping and utility user fees
- Geotechnical, compaction, material or soil testing.
- Excavation, processing, handling, or transporting contaminated soils.
- Engineering, stakeout and/or as-built drawings
- Tree or shrub planting, transplanting or other landscaping work.
- Performance or payment bonds
- Excavating or replacing over blast areas
- Any existing utility relocation not shown on the plans
- Geotechnical recommendations
- Safety fence, Snow fence or tree protection.
- Maintenance or Removal of erosion controls after construction begins by others.
- Wash rack and/or water supply for wash rack.
- Undercutting below planned subgrade in cut areas, or below 6" inches topsoil depth in fill areas.
- Rework due to disturbance or damage by others
- Off-site borrow or disposal unless noted otherwise.
- Select backfill
- Drying, liming, disking, wetting or manipulation to attain proper moisture content or gradation of subgrade, embankment and / or any and all fill material / trench backfill placed on site.
- Excavation of unsuitable soils or poor bearing capacity soils below design subgrade.
- Maintenance of grass areas or any watering.
- Roadway, sidewalk or foundation under drains.
- Handrails, guardrails, fencing.
- Sheeting or shoring.
- Regrading or de-silting of permanent ponds or ditches.
- Abandonment of existing wells or septic systems.
- Removal of spoils generated by others.
- Interior manhole coating (existing or proposed manholes)
- Footing and pit excavation and backfill.
- Gravel base under structures
- Anything else not specifically included.

Payments

- Total monthly billings, including work order/change order invoices, shall be presented to your office on or about the 20th of the month and payment is due within thirty (30) days of invoice for percentage of work completed, included material on hand. A charge for late payment of one and one-half (1-1/2) percent per month will be assessed on any balance which is unpaid after the due date. If payments are not made in the normal course, Gantt's Excavating & Contracting, Inc. shall be entitled to the reasonable costs of collection included attorney's fees plus fifteen (15) percent.
- No retainage is to be withheld for any Gantt's Excavating & Contracting, Inc.'s work included work performed on a work order/change order basis.

Acceptance of Proposal

- The proposal is satisfactory and is hereby accepted. You are authorized to do the work as specified herein. Down payment and payment will be made as outlined and within the dates specified. The terms, scope of work, general conditions and limitations of this proposal-contract shall be part on the final agreement between Gantt's Excavating & Contracting, Inc., and the accepting party. Itemized invoicing will occur on a bi-monthly basis on Gantt's Excavating & Contracting, Inc. computerized format. In the event of conflict between this proposal-contract and any portions of the final agreement, it is understood and agreed that the provisions of the Gantt's Excavating & Contracting, Inc., proposal-contract will control.

Signature

Date of Acceptance

ACCEPTANCE OF CONTRACT

Gantt's Excavating & Contracting, Inc.

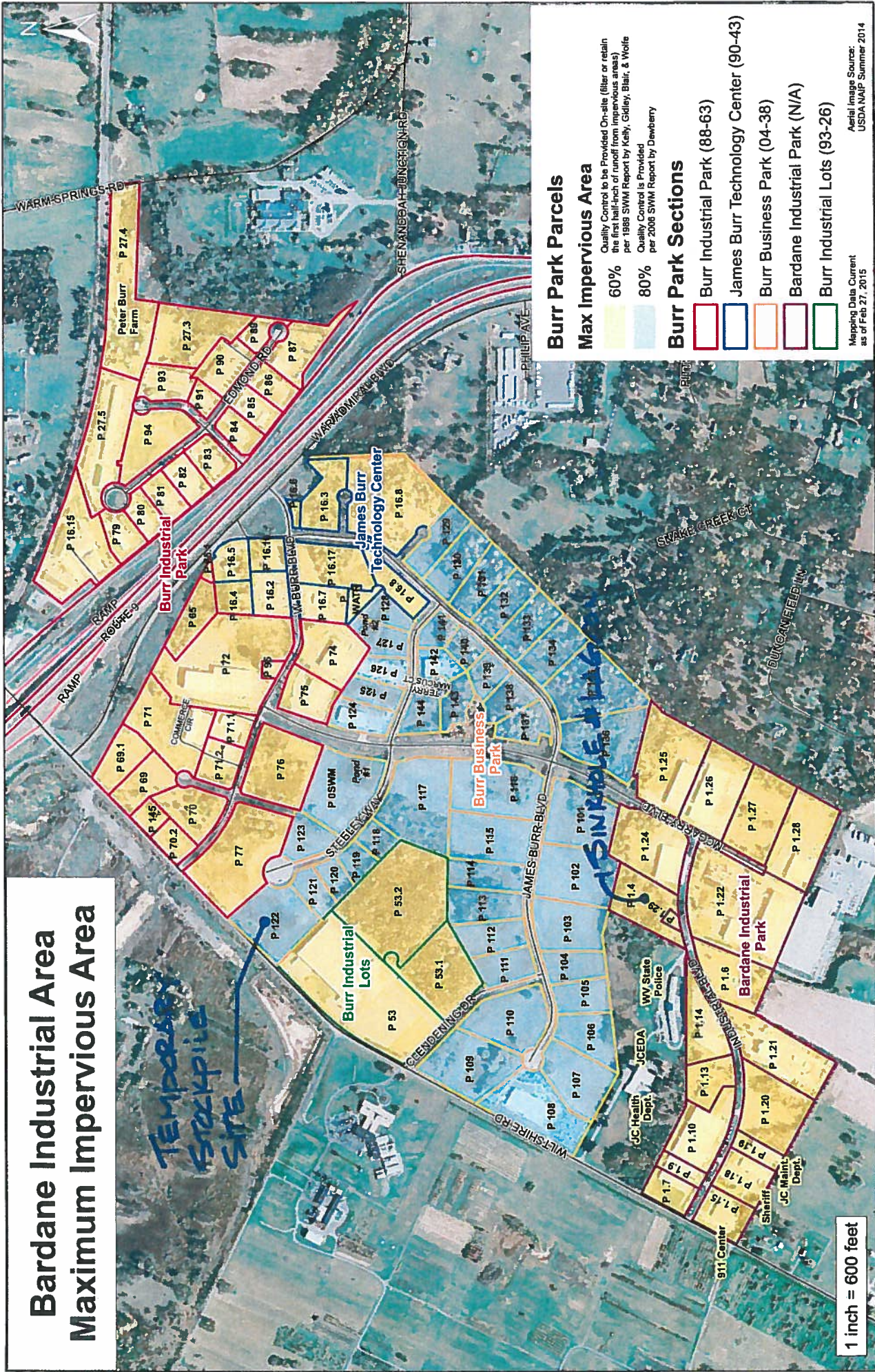
By: 

H. Daniel Gantt, V.P. of Operations

Date of Acceptance

Bardane Industrial Area Maximum Impervious Area

TEMPORARY
STACKPILE
SITE



AGENDA REQUEST FORM

www.jeffersoncountywv.org

NAME: Lynn Fields

DEPARTMENT OR ORGANIZATION: Probate Office

ESTIMATION OF TIME NEEDED FOR APPT.: 30 minutes+

DATE REQUESTED: 1ST CHOICE March 15, 2018

IF A SPECIFIC DATE IS NEEDED, PLEASE PROVIDE REASON FOR SPECIFIC DATE:

SUBJECT: Petition For Removal of Executor, estate of Iris L. Chrisman

PLEASE PROVIDE THE CO. COMM. WITH A DESCRIPTION OF YOUR REQUEST OR PRESENTATION, INCLUDING ANY BACKGROUND INFORMATION:

Sandra K. Chrisman by counsel requests that the current Executor, Gary W. Chrisman be removed as personal representative on the estate of Iris Chrisman. Please see attached petition.

ARE DOCUMENTS ATTACHED: yes

IS A PROJECTOR NEEDED?: NO

lfields@jeffersoncountywv.org (304) 728-3210

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

IN RE: THE ESTATE OF IRIS L. CHRISMAN, DECEASED

PETITION FOR REMOVAL OF EXECUTOR

The Petitioner, SANDRA K. CHRISMAN, by counsel, pursuant to West Virginia Code § 44-5-5, respectfully requests this Honorable Commission to: 1) remove the Respondent, GARY W. CHRISMAN, from his position as Executor of the Estate of Iris L. Chrisman, deceased, forthwith; 2) revoke and annul the powers of the Respondent, GARY W. CHRISMAN, as Executor of the Estate of Iris L. Chrisman, deceased, forthwith; 3) appoint a Fiduciary Commissioner to review all actions taken by the Respondent, GARY L. CHRISMAN, as Executor of the Estate of Iris L. Chrisman, deceased; and 4) appoint a replacement personal representative to complete the administration of the Estate of Iris L. Chrisman. In support of this Petition, Ms. Chrisman states as follows:

1. The Petitioner, Sandra K. Chrisman (“Ms. Chrisman”), is the widow of William L. Chrisman, the Administratrix of the Estate of William L. Chrisman, deceased, and the sole beneficiary of the Estate of William L. Chrisman. Ms. Chrisman resides at 131 Pickett Avenue in Inwood, Berkeley County, West Virginia (25428).

2. The Respondent, Gary W. Chrisman (“Mr. Chrisman”), is the brother of William L. Chrisman, the surviving co-Executor of the Estate of Iris L. Chrisman, and one of two beneficiaries of the Estate of Iris L. Chrisman. Mr. Chrisman resides at 136 Dallas Lane near Kearneysville, Jefferson County, West Virginia (25430).

3. Iris L. Chrisman died testate on January 15, 2014. At the time of her death, Iris L. Chrisman resided at 118 Old Leetown Pike near Kearneysville, Jefferson County, West

Virginia (25430). Iris L. Chrisman's Last Will and Testament appointed her sons, William L. Chrisman and the Respondent, Gary W. Chrisman, as the co-Executors of her Estate; devised all of her real and personal property, after payment of debts, to William L. Chrisman and the Respondent, Gary W. Chrisman, "in equal shares, share and share alike"; and authorized her co-Executors to sell all or any part of her real and personal property at public or private sale. A true and accurate copy of Iris L. Chrisman's Last Will and Testament is attached as **Exhibit A**.

4. William L. Chrisman and the Respondent, Gary W. Chrisman, qualified as co-Executors of the Estate of Iris L. Chrisman before the Clerk of the Jefferson County Commission and presented her Last Will and Testament for probate on February 6, 2014. They filed an Appraisement of the Estate and a Nonprobate Inventory of the Estate with the Clerk of the Jefferson County Commission, through counsel, John K. Dorsey, Esq., on May 22, 2014. At the time of her death, Iris L. Chrisman owned, *inter alia*, a house and farm situated on approximately twenty-four (24) acres in Leetown, Jefferson County, West Virginia. A true and accurate copy of the co-Executors' Letter of Administration is attached as **Exhibit B**; a true and accurate copy of the co-Executors' Appraisement of the Estate is attached as **Exhibit C**; and a true and accurate copy of the co-Executors' Nonprobate Inventory of the Estate is attached as **Exhibit D**.

5. William L. Chrisman died intestate on January 7, 2017, survived by his wife, Sandra K. Chrisman, and three (3) children of their marriage: Bruce Chrisman, Brent Chrisman, and Sheri (Chrisman) Kern. By virtue of the laws of intestacy, therefore, Ms. Chrisman inherited her husband, William L. Chrisman's, undivided one-half (1/2) interest in all real and personal property contained in the Estate of Iris L. Chrisman on January 7, 2017. At the time of his death, William L. Chrisman and Ms. Chrisman resided at 131 Pickett Avenue in Inwood, Berkeley County, West Virginia (25428). Ms. Chrisman qualified as the Administratrix of the

Estate of William L. Chrisman, deceased, before the Clerk of the Berkeley County Commission on February 8, 2017. A true and accurate copy of Ms. Chrisman's Letter of Administration is attached as **Exhibit E**.

6. The Respondent, Gary W. Chrisman, became the sole surviving Executor of the Estate of Iris L. Chrisman when his brother, William L. Chrisman, died on January 7, 2017. On or about March 3, 2017, shortly after becoming the sole Executor, Mr. Chrisman discharged the Estate's attorney, John K. Dorsey, Esq., and refused to recognize Ms. Chrisman's undivided one-half interest in all real and personal property contained in the Estate of Iris L. Chrisman. A true and accurate copy of John K. Dorsey, Esq.'s Notification Certificate of Withdrawal of Counsel is attached as **Exhibit F**.

7. Since becoming the sole Executor of the Estate of Iris L. Chrisman, deceased, throughout 2017, Mr. Chrisman has willfully, maliciously, and intentionally antagonized Ms. Chrisman and her family members; damaged chains, locks, gates, tractors, and other property stored by Ms. Chrisman at the Iris Chrisman house and farm and used by Ms. Chrisman and her family to maintain and contain her cattle; obstructed Ms. Chrisman's access to the Iris Chrisman house and farm; interfered with Ms. Chrisman's livestock, fences, gates, farm equipment, and farming operations at the Iris Chrisman house and farm; removed personal property belonging to the Estate of Iris L. Chrisman from the Iris Chrisman house and farm and converted it to his own use; removed personal property belonging to Ms. Chrisman and/or her deceased husband, William L. Chrisman, from the Iris Chrisman house and farm and converted it to his own use; caused other damage and waste to the Estate of Iris L. Chrisman, including the Iris Chrisman house and farm; failed to account for his activities as Executor; failed to complete the distribution of personal property from the Estate of Iris L. Chrisman; failed to complete the sale of

real property from the Estate of Iris L. Chrisman and the distribution of sale proceeds; otherwise interfered with Ms. Chrisman's rights as a beneficiary of the Estate of Iris L. Chrisman and as a co-owner of the Iris Chrisman house and farm; and otherwise breached his fiduciary duties to Ms. Chrisman as Executor of the Estate of Iris L. Chrisman.

8. On November 17, 2017, Mr. Chrisman, by counsel, notified Ms. Chrisman that he received a written offer from Michael C. Goode and Sylvia D. Goode to purchase "all of the Iris Chrisman property" for \$282,000 cash and that their contract allowed "45 days in which to close" and required the removal of "all personal items, tractors, and cattle, etc." from the house and farm within fifteen (15) days of ratification. At the time of this offer, Mr. Chrisman knew Ms. Chrisman had approximately thirty (30) antique tractors and other farm equipment stored at the Iris Chrisman house and farm and maintained approximately thirteen (13) head of cattle at the Iris Chrisman house and farm. Mr. Chrisman also knew it would create an enormous burden for Ms. Chrisman to find another suitable location and move her tractors, cattle, and other personal property to that location during the month of December 2017, just before Christmas and just before the one-year anniversary of her husband's death. A true and accurate copy of Mr. Chrisman's November 17, 2017 letter is attached as **Exhibit G**.

9. On November 17, 2017, Mr. Chrisman, by counsel, agreed to "permit [Ms. Chrisman] to purchase ['all of the Iris Chrisman property'] under the same terms and conditions as the Goode offer" and granted Ms. Chrisman "15 days from the date of [his] letter . . . to accept the offer . . . under the exact terms and conditions as the Goode offer." Mr. Chrisman also warned Ms. Chrisman that "[i]f the offer is not accepted within 15 days . . . with a \$500 deposit as the Goodes have done, then [Mr. Chrisman] is going to sign the contract and sell ['all of the Iris Chrisman property'] to the Goodes." *See Exhibit G*.

10. On November 17, 2017, Mr. Chrisman, by counsel, also advised Ms. Chrisman that he had “locked the [Iris Chrisman] house . . . and does not want the pump and water on and desires to place antifreeze in the water lines and drains to make sure they do not freeze during the winter.” He further advised Ms. Chrisman that she and her family should “not enter [the Iris Chrisman] house any longer” so that it “remains vacant [and] there is no use of the water and plumbing arrangements during the winter months.” See **Exhibit G**. At approximately the same time, Mr. Chrisman barricaded the doors to the Iris Chrisman house to prevent Ms. Chrisman and her family members from gaining access to the Iris Chrisman house. At this time, Mr. Chrisman knew Ms. Chrisman and her family members were using water from the Iris Chrisman house to water her cattle and also using electric from the Iris Chrisman house to power her electric fence and contain her cattle. Nevertheless, Mr. Chrisman took these, and other willful, intentional, malicious, and bad faith actions, to interfere with Ms. Chrisman’s lawful use of the Iris Chrisman house and farm.

11. On November 21, 2017, Ms. Chrisman, by counsel, accepted Mr. Chrisman’s November 17, 2017 offer to “permit [Ms. Chrisman] to purchase [‘all of the Iris Chrisman property’] under the same terms and conditions as the Goode offer.” A true and accurate copy of Ms. Chrisman’s November 21, 2017 e-mail to Mr. Chrisman’s counsel confirming acceptance of the offer is attached as part of **Exhibit H**.

12. On November 22, 2017, Ms. Chrisman, by counsel, confirmed her acceptance of Mr. Chrisman’s November 17, 2017 offer to “permit [Ms. Chrisman] to purchase [‘all of the Iris Chrisman property’] under the same terms and conditions as the Goode offer” and provided a \$500 earnest money deposit. A true and accurate copy of Ms. Chrisman’s November

22, 2017 letter to Mr. Chrisman's counsel confirming acceptance of the offer is attached as **Exhibit I**.

13. On December 5, 2017, Ms. Chrisman, by counsel, notified Mr. Chrisman that she was ready, willing, and able to settle pursuant to their agreement "to purchase ['all of the Iris Chrisman property'] under the same terms and conditions as the Goode offer"; that she wished to complete the settlement "before the end of 2017" as per the terms and conditions of their agreement; and that she would make arrangements for preparation of the settlement documents. A true and accurate copy of Ms. Chrisman's December 5, 2017 e-mail to Mr. Chrisman's counsel confirming her readiness to complete the settlement is attached as part of **Exhibit H**.

14. On December 15, 2017, Ms. Chrisman executed and, by counsel, provided to Mr. Chrisman's counsel all documents necessary to complete the settlement pursuant to their agreement "to purchase ['all of the Iris Chrisman property'] under the same terms and conditions as the Goode offer." Ms. Chrisman also deposited the \$282,000 sale proceeds in her counsel's real estate trust account for distribution to the Estate of Iris L. Chrisman pursuant to the terms of the agreement. A true and accurate copy of Ms. Chrisman's December 15, 2017 letter to Mr. Chrisman's counsel providing the settlement documents and advising of the deposit of funds is attached as **Exhibit J**.

15. To date, Mr. Chrisman has not executed the deed or other settlement documents provided by Ms. Chrisman and has not otherwise honored their agreement "to purchase ['all of the Iris Chrisman property'] under the same terms and conditions as the Goode offer" even though settlement was to be completed before the end of 2017 and even though time is of the essence under their agreement.

16. On January 4, 2017, Michael L. Scales, Esq., advised Ms. Chrisman's counsel that he no longer represents Gary W. Chrisman, individually or as Executor of the Estate of Iris L. Chrisman. Therefore, Ms. Chrisman, by counsel, sent Mr. Chrisman a letter requesting that he advise immediately of how he intends to remedy his breach of their agreement. A true and accurate copy of Ms. Chrisman's January 4, 2018 letter to Mr. Chrisman is attached as **Exhibit K**.

17. To date, Mr. Chrisman has not responded to Ms. Chrisman's letter or otherwise indicated how he intends to remedy his breach of their agreement. However, Mr. Chrisman has recently removed certain gates, feeders, and other personal property from the Iris Chrisman farm and house without Ms. Chrisman's authorization. Some of this property belongs to Ms. Chrisman and/or the Estate of William L. Chrisman.

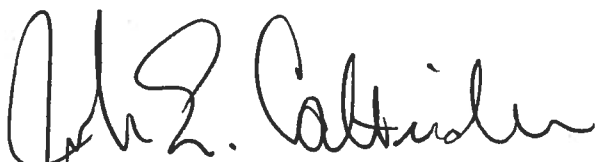
18. Ms. Chrisman stands ready, willing, and able to complete her agreement with Mr. Chrisman "to purchase ['all of the Iris Chrisman property'] under the same terms and conditions as the Goode offer."

19. Mr. Chrisman has breached his agreement with Ms. Chrisman "to purchase ['all of the Iris Chrisman property'] under the same terms and conditions as the Goode offer."

20. Mr. Chrisman's willful, intentional, malicious, outrageous, and bad faith actions, both individually, and as Executor of the Estate of Iris L. Chrisman, as summarized above, have caused Ms. Chrisman damages, including without limitation, additional expenses for the storage and maintenance of livestock, additional expenses for the care and maintenance of the Iris Chrisman house and farm, waste to the Iris L. Chrisman Estate, expenses associated with Mr. Chrisman's failure to complete their agreement "to purchase ['all of the Iris Chrisman property'] under the same terms and conditions as the Goode offer," extreme annoyance and inconvenience, severe emotional distress and mental anguish, attorney fees, and litigation costs.

WHEREFORE the Petitioner, SANDRA K. CHRISMAN, by counsel, pursuant to West Virginia Code § 44-5-5, respectfully requests this Honorable Commission to 1) remove the Respondent, GARY W. CHRISMAN, from his position as Executor of the Estate of Iris L. Chrisman, deceased, forthwith; 2) revoke and annul the powers of the Respondent, GARY W. CHRISMAN, as Executor of the Estate of Iris L. Chrisman, deceased, forthwith; 3) appoint a Fiduciary Commissioner to review all actions taken by the Respondent, GARY L. CHRISMAN, as Executor of the Estate of Iris L. Chrisman, deceased; and 4) appoint a replacement personal representative to complete the administration of the Estate of Iris L. Chrisman.

DATED the 16th day of January 2018.



Joseph L. Caltrider

/s/ Joseph L. Caltrider

PETITIONER
SANDRA K. CHRISMAN
By Counsel

Joseph L. Caltrider WWSB #6870
Christopher D. Petersen WWSB #11926
BOWLES RICE LLP
101 South Queen Street
Martinsburg, West Virginia 25401
(304) 264-4214

VERIFICATION

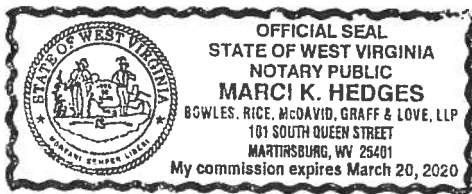
STATE OF WEST VIRGINIA

COUNTY OF BERKELEY, to-wit:

The Petitioner, SANDRA K. CHRISMAN, being first duly sworn, hereby deposes and states that facts set forth in the foregoing PETITION FOR REMOVAL OF EXECUTOR are true and correct to the best of her knowledge, information, and belief.

Sandra K. Chrisman
SANDRA K. CHRISMAN

The foregoing VERIFICATION was taken, subscribed, and sworn to before the undersigned Notary Public in his/her jurisdiction on the 15th day of January 2018 by the Petitioner, SANDRA K. CHRISMAN.



Marci K. Hedges
NOTARY PUBLIC

My commission expires: March 20, 2020

COPY

Last Will and Testament

OF

IRIS L. CHRISMAN

I, IRIS L. CHRISMAN, residing in Jefferson County, West Virginia, being of sound and disposing mind, do hereby make, publish and declare this as and for my Last Will and Testament, hereby revoking any and all wills by me at any time heretofore made.

1. I direct my Co-Executors hereinafter named to pay all my just debts, funeral expenses, costs of administration, and other obligations of my estate as soon as shall be practicable after my demise, and also to pay the reasonable costs of a suitable marker for my grave and the inscription thereof.

2. I give, devise and bequeath all the rest, residue and remainder of my property, real, personal or mixed, and wheresoever situate to my two sons, WILLIAM L. CHRISMAN and GARY W. CHRISMAN, in equal shares, share and share alike.

3. I hereby appoint my sons, William L. Chrisman and Gary W. Chrisman, Co-Executors of this, my Last Will and Testament, and hereby expressly direct that they be required to give no bond for the performance of the trust reposed in them.

4. I authorize and empower my Co-Executors as they may deem necessary in the proper administration of my estate, to sell all or any part of my real and personal property at public or private sale for such price or prices, and upon such terms and conditions

EXHIBIT
A

as to them may seem best without application to any court for authority in respect thereto.

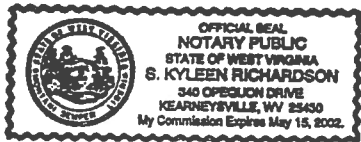
5. I hereby authorize and empower my Co-Executors, heretofore named, or any administrator, c.t.a. to sell and dispose of all or any part of my estate without previous application to, or order from any court having jurisdiction over the administration of my estate, and without subsequent ratification by any court whatsoever, to retain in kind all or any part of my estate, real or personal, without obligation on the part of anyone dealing with my Co-Executors to see the application of any purchase money paid by him to my Co-Executors. In any case in which my Co-Executors are required under any provision of this will to divide my estate into parts or shares, or to distribute such parts or shares, they are authorized and empowered, in their sound discretion to make such division or distribution in kind or in money, partly in kind and partly in money, and for the purpose of such allotment the judgment of my Co-Executors concerning the propriety thereof and the relative value of the property to allotted shall be binding and conclusive upon all persons and corporations interested therein. I also confer upon my Co-Executors full power to compromise any claims against or in favor of my estate for such sums and upon such terms as they shall deem proper.

IN WITNESS WHEREOF, I have hereunto signed this my Last Will and Testament this 2nd day of December, 1996, in the City of Charles Town, West Virginia, in the presence of William H. Martin and Henry B. Christie, Jr., D.C.

who, being first duly sworn, say that they are adults residing at the addresses set forth above, and that they are the subscribing witnesses set forth above, and they are duly competent to witness the Last Will and Testament of IRIS L. CHRISMAN, a resident of Jefferson County, West Virginia, which Will is dated the 2nd day of December, 1996, and that on said date she signed, sealed, published and declared the same as and for her Last Will and Testament in the presence of these affiants, at the request of said Testatrix, in the presence of said Testatrix, in the presence of each other, and all present at the same time, they signed their names as attesting witnesses to said Will.

Affiants further attest that this affidavit is made at the request of said IRIS L. CHRISMAN, in her presence, and that she, at the time said Will was executed, appeared to be of sound and disposing mind.

Taken, sworn to and subscribed before the undersigned authority this 2nd day of December, 1996.



(AFFIX NOTARY SEAL)

S. Kyleen Richardson
NOTARY PUBLIC

My Commission Expires: 5-15-2002

THIS DOCUMENT PREPARED BY: William H. Martin, Attorney at Law,
P.O. Box 1003, Charles Town, West Virginia 25414.

United States of America

State of West Virginia



County of Jefferson, ss:

Letter of Administration

Estate of IRIS L CHRISMAN

I, JENNIFER S MAGHAN, Clerk of Jefferson County, in the State of West Virginia, do hereby certify that WILLIAM L CHRISMAN, GARY W CHRISMAN was on the 6th day of February, 2014, appointed by the Jefferson County Commission as co executor and co executor(s) of the Estate of IRIS L CHRISMAN, duly qualified as such by taking oath prescribed by law, and by giving approved bond in the sum of \$0.00, as required by law.

NOW THEREFORE, be it known that said appointment is now in full force and effect and that full faith and credit are due and should be given to all the acts of the said WILLIAM L CHRISMAN, GARY W CHRISMAN as such co executor and co executor(s) of the Estate of IRIS L CHRISMAN, as well in all jurisdictions, as elsewhere.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Jefferson County Commission at my office in said County on the 30th day of April, 2014.

Handwritten signature of Jennifer S Maghan in cursive script.

JENNIFER S MAGHAN
Clerk of Jefferson County

By Handwritten signature of Katrina Bloomer in cursive script.

Katrina Bloomer
Deputy Clerk

EXHIBIT
B

**EXHIBIT
C**

ET 6.01
Rev. 07/01

**APPRAISEMENT OF THE ESTATE
FOR DECEDENT'S DYING ON OR AFTER JULY 13, 2001**

PART 1: GENERAL INFORMATION QUESTIONNAIRE

FOR DEPARTMENT
USE ONLY

A. Decedent's Name IRIS L. CHRISMAN		B. Social Security Number 227-22-5561	C. Date of Death 01/15/2014
D. Decedent's Residence at Death 118 Old Leetown Pike Kearneysville		E. State West Virginia	F. County Jefferson
G. Marital Status at Death Single, Widow(er) or Divorced <input checked="" type="checkbox"/> Married <input type="checkbox"/> N/A	H. West Virginia Counties Where Decedent Held Real Estate" Jefferson		
I. Will this estate be required to file a Federal Estate Tax Return FORM 706 (see the instructions on page 3)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
J. Will this estate be required to file a West Virginia Nonprobate Inventory Form (see the instructions on page 3)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
K. Did the Decedent leave a WILL? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
L. Fiduciary's Name and Mailing Address (include zip code) William Chrisman/Gary Chrisman, Co-Execs 131 Pickette Ave./136 Dallas Lane Inwood, WV 25428/Kearneysville, WV 25430		M. Preparer's Name and Address John K. Dorsey 104 W. Congress Street Charles Town, WV 25414	
Fiduciary's Phone Number 304-229-2395/304-725-3902		Preparer's Phone Number 304-728-6000	

PART 2: QUESTIONNAIRE OF NONPROBATE REAL ESTATE

Answer each of the following questions concerning the decedent's interest in NONPROBATE REAL ESTATE.

If you answer "YES" to any question below, you must complete the attached Inventory of Nonprobate Real Estate provided in this form which shows:

- a. the type of transfer(s) with reference to the question number below;
- b. name(s) of the person(s) with an interest in the real estate as joint tenant or transferee;
- c. blood relationship (to the decedent) of ALL above named persons;
- d. market value at the date of death; and
- e. description of the real estate including assessed value.

		MARKET VALUE
1. Did the decedent own an interest in any real estate as joint tenant with right of survivorship? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	1	\$0.00
2. Did the decedent transfer an interest in any real estate without adequate consideration within three years prior to date of death?.....YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	2	\$0.00
3. Did the decedent own an interest in any real estate in an inter vivos trust arrangement or in which the decedent retained the right of use and enjoyment.....YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	3	\$0.00
4. Did the decedent own an interest in any real estate in which the decedent retained a power of appointment, whether special or general?.....YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	4	\$0.00
5. Did the decedent own an interest in any real estate as a life estate including a dower interest? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	5	\$0.00
6. TOTAL VALUE OF NONPROBATE REAL ESTATE (add lines 1 through 5 above)	6	\$0.00

PART 3: SUMMARY OF PROBATE ASSETS

Complete PART 4 first. Enter the total from each schedule of PART 4 on the appropriate line below.

		MARKET VALUE
1. Schedule A: Real estate or any interest therein.....	1	\$407,030.00
2. Schedule B: Tangible personal property of every kind.....	2	\$22,900.00
Schedule C: Government bonds and securities of every kind.....	3	\$0.00
4. Schedule D: Shares of corporate stock of every kind.....	4	\$27,045.97
5. Schedule E: Money, certificates of deposit, notes, accounts, etc.....	5	\$24,333.38
6. Schedule F: All other assets not hereinbefore mentioned.....	6	\$0.00
7. TOTAL VALUE OF PROBATE ASSETS (add lines 1 through 6 above)	7	\$481,309.35

PART 4: INVENTORY OF PROBATE ASSETS -- TRANSFERS BY WILL OR INTESTACY

After completing PART 4, enter the total from each schedule on the appropriate line in PART 3.

SCHEDULE A: Describe any real estate or any interest in real estate. Include description and appraised value of out of state property, but do not include this amount in the total. See page 4 of the instructions.	ASSESSED VALUE	APPRAISED VALUE
.91 Ac. Leetown-Willis, Middleway District, Jefferson County, WV, improved by a single family residence. Tax Map 11, Parcel 0004. Deed Book 250, Page 374 and Deed Book 1101, Page 402.	\$79,700.00	\$210,000.00
20.65 Ac. Leetown-Watson, Middleway District, Jefferson County, West Virginia, unimproved. Tax Map 11, Parcel 0005. Deed Book 236, Page 237.	\$3,800.00	\$175,525.00
2.72 A. (2.53 Ac. per survey), Leetown-Chrisman, Middleway District, Jefferson County, West Virginia, unimproved. Tax Map 11, Parcel 0005-0005-0000. Deed Book 283, Page 519.	\$4,400.00	\$21,505.00
TOTAL (enter the total appraised value on line 1 of PART 3)	\$87,900.00	\$407,030.00

SCHEDULE B: Tangible personal property of every kind. See page 4 of the instructions.	APPRAISED VALUE
Household furnishings, furniture, and personal effects 2003 Suzuki XL-7 Cows (3)	\$15,000.00 \$4,300.00 \$3,600.00
TOTAL (enter the total appraised value on line 2 of PART 3)	\$22,900.00

SCHEDULE C: Bonds and securities of every kind. See page 4 of the instructions.	APPRAISED VALUE
None	\$0.00
TOTAL (enter the total appraised value on line 3 of PART 3)	\$0.00

PART 4 (continued)

SCHEDULE D: Corporate Stock of any kind. See page 4 of the instructions.				
NAME OF THE COMPANY	CLOSELY HELD	NUMBER OF SHARES	MARKET VALUE PER SHARE	TOTAL MARKET VALUE
Potomac Bancshares, Inc.		1762.0000	7.3000	\$12,862.60
Aegon N.V.		1518.0000	9.2850	\$14,094.63
WMI Holdings Corporation		34.0000	2.6100	\$88.74
TOTAL (enter the total market value on line 4 of PART 3).				\$27,045.97

SCHEDULE E: Money, bank accounts, certificates of deposits, notes, accounts receivable. Show dates of notes, etc. See page 4 of the instructions.	APPRAISED VALUE
BB&T Certificate of Deposit	\$18,823.38
Cash on hand	\$5,510.00
TOTAL (enter the appraised value on line 5 of PART 3).	\$24,333.38

SCHEDULE F: All other assets, not hereinbefore mentioned, including insurance payable to the estate. See page 4 of the instructions.	APPRAISED VALUE
None	\$0.00
TOTAL (enter the appraised value on line 6 of PART 3).	\$0.00

PART 5: BENEFICIARIES.

List the names and relationships of all beneficiaries or heirs of the estate.

Show the age of any life tenant after their name. See page 4 of the instructions.

BENEFICIARY OR HEIR	RELATIONSHIP	BENEFICIARY OR HEIR	RELATIONSHIP
William L. Chrisman	Son		
Gary W. Chrisman	Son		

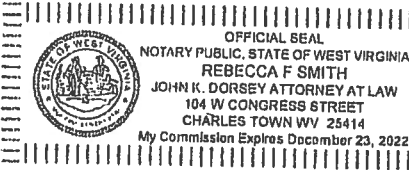
PART 6: OATH OF FIDUCIARY

County of JEFFERSON, To-wit:

I, William Chrisman/Gary Chrisman, Co-Executors for the estate of IRIS L. CHRISMAN after diligent effort to ascertain the taxable property of this estate, I have made answers to each of the questions and have completed, in detail, the schedules for each category of property and believe each item thereof to be correct. I thereby believe the foregoing to be the true and lawful appraisal of ALL real estate and probate property of the estate of the above named decedent.

William L. Chrisman
 Fiduciary
Gary W. Chrisman
 Fiduciary

Subscribed and sworn to before me this 22nd day of May 2014



Rebecca F. Smith
 Notary Public

My Commission expires December 23rd 2022

PART 7: APPROVAL OF FIDUCIARY COMMISSIONER/FIDUCIARY SUPERVISOR

I, _____, Fiduciary Commissioner/Fiduciary Supervisor of _____ County, West Virginia, to whom the estate of the above named decedent was referred, do hereby approve the foregoing appraisal of such estate.

Given under my hand this _____ day of _____

Fiduciary Commissioner/Fiduciary Supervisor

PART 8: CLERK OF THE COUNTY COMMISSION

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, To-wit:

In the Clerk's office of Jefferson County on the _____ day of _____ 2014

The foregoing appraisal of the above-named decedent was presented and upon motion admitted to record.

Attest Jennifer S. Maghan, Clerk

By _____, Deputy

**EXHIBIT
D**

**NONPROBATE INVENTORY OF THE ESTATE
FOR DECEDENT'S DYING ON OR AFTER JULY 13, 2001**

ET 6.02
Rev. 07/01

TAX DEPARTMENT
USE ONLY

ET 1: GENERAL INFORMATION QUESTIONNAIRE

A. Decedent's Name <p style="text-align: center;">IRIS L. CHRISMAN</p>		B. Social Security Number <p style="text-align: center;">227-22-5561</p>	C. Date of Death <p style="text-align: center;">01/15/2014</p>
D. Decedent's Residence at Death <p style="text-align: center;">118 Old Leetown Pike Kearneysville</p>		E. State <p style="text-align: center;">West Virginia</p>	F. County <p style="text-align: center;">Jefferson</p>
G. Marital Status at Death Married <input type="checkbox"/> N/A Single, Widow(er) or Divorced <input checked="" type="checkbox"/>	Name of Surviving Spouse <p style="text-align: center;">N/A</p>		H. West Virginia Counties Where Decedent Held Real Estate <p style="text-align: center;">Jefferson</p>
I. Will this estate be required to file a Federal Estate Tax Return FORM 706 (see the instructions on page 3)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
J. Fiduciary's Name and Mailing Address (include zip code) <p style="text-align: center;">William Chrisman/Gary Chrisman, Co-Execs 131 Pickette Ave./136 Dallas Lane Inwood, WV 25428/Kearneysville, WV 25430</p>		K. Preparer's Name and Address CPA <input type="checkbox"/> Attorney <input checked="" type="checkbox"/> <p style="text-align: center;">John K. Dorsey 104 W. Congress Street Charles Town, WV 25414</p>	
Fiduciary's Phone Number 304-229-2395/304-725-3902		Preparer's Phone Number 304-728-6000	

PART 2: QUESTIONNAIRE OF NONPROBATE PERSONAL PROPERTY

Answer each of the following questions concerning the decedent's interest in NONPROBATE PERSONAL PROPERTY.

probate personal property means all property which does not pass by operation of the decedent's will or by the laws of intestate descent and distribution or is otherwise not subject to administration in a decedent's estate.

Note: All real estate and probate property are to be reported on the Appraisal of the Estate filed with the County Commission.

If you answer "YES" to any question below, you must complete Part 3 of this form which shows:

- a. the type of transfer(s) with reference to the question number below;
- b. name(s) of the person(s) with an interest in the property as joint tenant or transferee;
- c. blood relationship (to the decedent) of ALL above named persons;
- d. market value at the date of death; and
- e. description of the property.

		MARKET VALUE	
1. Did the decedent possess any powers of appointment?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	1	
2. Did the decedent make any gifts or transfers without adequate consideration within three years prior to date of death?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	2	
3. Did the decedent make any transfers in Trust, revocable or irrevocable, which passed to others upon his death?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	3	
4. Did the decedent own any stocks, bonds, bank accounts, certificates of deposit or other personal property as a joint tenant with the right of survivorship?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	4	\$14,475.46
5. Did the decedent own any life insurance policies to named beneficiaries?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	5	\$22,000.00
6. Did the decedent own any annuities?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	6	
7. Did the decedent own an interest in any personal property as a life tenant?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	7	
8. Did the decedent own any property which was payable on death to others?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	8	\$269,536.05
9. Did the decedent file any Federal Gift Tax Returns with the IRS or make any taxable gifts under Federal Gift Tax law or regulations?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	9	
10. Did the decedent own any other nonprobate personal property includible in the federal gross estate of a decedent?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	10	
11. TOTAL VALUE OF NONPROBATE ASSET (add lines 1 through 10 above)		11	\$306,011.51
TAX DEPARTMENT USE ONLY (PA)			
TAX DEPARTMENT USE ONLY (RE)			
TAX DEPARTMENT USE ONLY (TOT)			

PART 3: INVENTORY OF NONPROBATE PERSONAL PROPERTY (attach additional sheets if needed)

- a. the type of transfer(s) with reference to the question number below in Part 2;
- b. name(s) of the person(s) with an interest in the property as joint tenant or transferee;
- c. blood relationship (to the decedent) of ALL above named persons;
- d. market value at the date of death; and
- e. description of the property.

Question No.	DESCRIPTION OF PROPERTY AND TRANSFER	MARKET VALUE
4	Bank of Charles Town Checking Account, with William L. Chrisman and Gary W. Chrisman, sons	\$14,475.46
5	Monumental Life Insurance Company policies, payable to William L. Chrisman and Gary W. Chrisman, sons	\$22,000.00
8	Bank of Charles Town Money Market Account, payable on death to William L. Chrisman and Gary W. Chrisman, sons	\$94,536.05
8	Bank of Charles Town Certificate of Deposit, payable on death to William L. Chrisman, son	\$37,500.00
8	Bank of Charles Town Certificate of Deposit, payable on death to Gary W. Chrisman, son	\$37,500.00
8	State Farm Savings Bank Certificate of Deposit, payable on death to William L. Chrisman, son	\$50,000.00
8	State Farm Savings Bank Certificate of Deposit, payable on death to Gary W. Chrisman, son	\$50,000.00
TOTAL VALUE OF NONPROBATE PERSONAL PROPERTY (this total must equal total of line 11 on PART 2)		\$306,011.51

PART 4: OATH OF FIDUCIARY

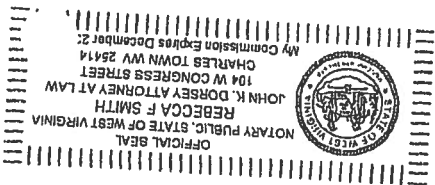
State of West Virginia

County of JEFFERSON, To-wit:

I, William Chrisman/Gary Chrisman, Co-Executors for the estate of IRIS L. CHRISMAN, after diligent effort to ascertain the taxable property of this estate, have made answers to each of the questions and have completed, in detail, the list for each category of property and believe each item thereof to be correct. I thereby believe the foregoing to be the true and lawful inventory of ALL nonprobate property of the estate of the above named decedent.

William L. Chrisman
Gary W. Chrisman Fiduciary

Subscribed and sworn to before me this 22nd day of May, 2014



Rebecca F. Smith
 Notary Public

My Commission expires December 23rd, 2022

United States of America

State of West Virginia



County of Berkeley, ss:

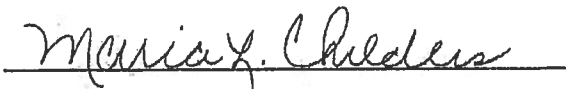
Letter of Administration

Estate of WILLIAM LEE CHRISMAN

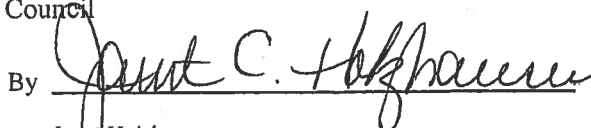
I, MARIA L. CHILDERS, Fiduciary Supervisor of the Berkeley County Council, in the State of West Virginia, do hereby certify that SANDRA K CHRISMAN was on the 8th day of February, 2017, appointed by the Berkeley County Council as administratrix(s) of the Estate of WILLIAM LEE CHRISMAN, duly qualified as such by taking oath prescribed by law, and by giving approved bond in the sum of \$0.00, as required by law.

NOW THEREFORE, be it known that said appointment is now in full force and effect and that full faith and credit are due and should be given to all the acts of the said SANDRA K CHRISMAN as such administratrix (s) of the Estate of WILLIAM LEE CHRISMAN, as well in all jurisdictions, as elsewhere.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Berkeley County Council at my office in said County on the 8th day of February, 2017.



MARIA L. CHILDERS
Fiduciary Supervisor of the Berkeley County
Council

By 

Janet Holzhauser
Deputy

EXHIBIT
E

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA
IN RE: The Estate of Iris L. Chrisman, deceased

NOTIFICATION CERTIFICATE OF WITHDRAWAL OF COUNSEL

COMES NOW, John K. Dorsey, Attorney at Law, who has previously made an appearance before this Commission as attorney for the Estate of Iris L. Chrisman, and certifies as follows:

1. That on or about February 6, 2014, the undersigned entered an engagement agreement with William L. Chrisman and Gary W. Chrisman, acting in their capacity as Co-Executors for the Estate of Iris L. Chrisman, deceased, to act as attorney for the Estate to provide legal services with regard to the administration of the Estate of Iris L. Chrisman, including assisting in the determination of assets and the return of the appraisal of the estate, determining the validity of claims against the estate, and issuance of the Notice of Administration to the beneficiaries of the estate.

2. William L. Chrisman died January 7, 2017. Upon his death, Gary W. Chrisman became the surviving and sole Executor of the Estate of Iris L. Chrisman.

3. By agreement dated March 3, 2017, the undersigned and Gary W. Chrisman entered a Termination of Attorney/Client Relationship.

4. The undersigned has advised the said Gary W. Chrisman, acting in his capacity as Executor for the Estate of Iris L. Chrisman, deceased, that this Commission retains jurisdiction of

**EXHIBIT
F**

this estate.

5. The undersigned has advised the said Gary W. Chrisman, acting in his capacity as Executor for the Estate of Iris L. Chrisman, deceased, that he has the burden of keeping this Commission informed where notice, pleadings, or other papers may be served.

6. The undersigned has advised the said Gary W. Chrisman, acting in his capacity as Executor for the Estate of Iris L. Chrisman, deceased, that he has the obligation of taking such further actions as may be required to finalize the Estate of Iris L. Chrisman, including the filing of all required accountings related to the administration of the estate.

7. The undersigned has advised the said Gary W. Chrisman, acting in his capacity as Executor for the Estate of Iris L. Chrisman, deceased, that if he fails or refuses to meet these burdens, he may suffer possible default.

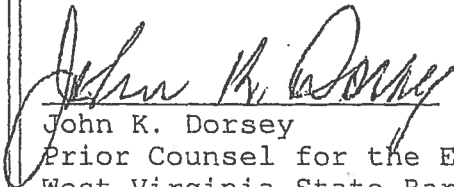
8. The undersigned has advised the said Gary W. Chrisman, acting in his capacity as Executor for the Estate of Iris L. Chrisman, deceased, that he has the right immediately to object to the undersigned's withdrawal.

9. The undersigned has advised the said Gary W. Chrisman, acting in his capacity as Executor for the Estate of Iris L. Chrisman, deceased, that no fees have been received by the undersigned for his services rendered and costs expended, and that a claim for those fees will be filed in regular course

against the Estate.

10. The undersigned further certifies that the last known address and telephone number of the said Gary W. Chrisman, Executor for the Estate of Iris L. Chrisman, deceased, is as follows: 136 Dallas Lane, Kearneysville, WV 25430; (304) 702-5279.

Respectfully submitted this 10th day of October, 2017.



John K. Dorsey
Prior Counsel for the Estate of Iris L. Chrisman
West Virginia State Bar I.D. No. 1044
104 West Congress Street
Charles Town, WV 25414

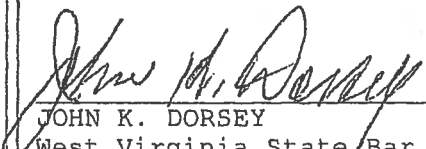
CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of October, 2017, I served the foregoing Notification Certificate of Withdrawal of Counsel by (1) e-mail, (2) facsimile and/or (3) depositing true copies thereof in the United States mail, postage pre-paid in envelopes addressed to the following:

Gary W. Chrisman
136 Dallas Lane
Kearneysville, WV 25430

Michael L. Scales, Esquire
Michael L. Scales, P.L.L.C.
314 West John Street
Martinsburg, WV 25401
Facsimile (304) 263-0739

Sandra K. Chrisman, Administratrix
Estate of William Lee Chrisman
131 Pickett Avenue
Inwood, WV 25428



JOHN K. DORSEY
West Virginia State Bar I.D. No. 1044
104 W. Congress Street
Charles Town, WV 25414

MICHAEL L. SCALES, P.L.L.C.
Attorney-at-Law
314 West John Street
Martinsburg, WV 25401

Telephone (304) 263-0000
Facsimile (304) 263-0739

Michael L. Scales*

*Also Admitted in Maryland

Not Associated With The Scales Law Office

November 17, 2017

Joseph L. Caltrider, Esq.
Bowles Rice, LLP
101 S. Queen Street
Martinsburg, WV 25401

By Email: josephcaltrider@bowlesrice.com

Re: Estate of Iris Chrisman, Deceased

Dear Joe:

First, as I am sure you are aware, my client has reimbursed your client for the Farm Family Insurance bill.

Second, enclosed please find a copy of a written offer made by Michael C. Goode and Sylvia D. Goode for \$282,000.00 cash to buy all of the Iris Chrisman property. Please note that this contract provides for 45 days in which to close from the date of ratification and within 15 days after ratification, all personal items, tractors and cattle, etc. must be removed from the properties. The estate would have to provide an inspection and pumping of the water and septic systems. Upon ratification of the contract the seller grants the buyer entry into the property for outside paint work and clean-up due to the upcoming winter.

My client, in order make sure that your client understands he is being "fair" to her, agrees to permit your client to purchase under the same terms and conditions as the Goode offer, and grants 15 days from the date of this letter for your client to accept the offer and to provide a written offer under the exact terms and conditions as the Goode offer.

If the offer is not accepted within 15 days by your client, and a written offer made with a \$500 deposit as the Goodes have done, then my client is going to sign the contract and sell it to the Goodes.

EXHIBIT
G

Joseph L. Caltrider, Esq.
November 17, 2017
Page 2

For your information, my client has received an appraisal of the property which indicates that it is valued at approximately \$265,000.00, so this offer exceeds the appraisal which he received. If you wish a copy of the appraisal, I will gladly provide you with a copy of it. It was prepared by Nancy McBride.

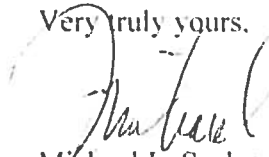
On another matter, my client has locked the house because he has advised me that he is winterizing the house, and does not want the pump and water on and desires to place antifreeze in the water lines and drains to make sure they do not freeze during the winter.

My client respectfully requests that your client and her family not enter the house any longer and that it remains vacant so there is no use of the water and plumbing arrangements during the winter months.

If your client wants this property to be purchased, she needs to make that written offer within 15 days of the date of this letter along with the deposit, or the Goode's offer will be accepted.

If you have any questions concerning this matter, feel free to contact me.

Very truly yours,



Michael L. Scales
Attorney at Law

MLS:aro
Enclosure
Cc: Mr. Gary Chrisman

THIS CONTRACT OF SALE, made this November, 2017
by and between GARY W. CHAISMAN, EXECUTOR OF TRIS
L. CHAISMAN ESTATE (hereinafter known as "Seller"), and whose address
is 136 Dallas Lane, Hearneville, WV. 25430
_____ phone number

(304) 702-5279 or 304(725)3902, and
MICHAEL C. AND SYLVIA D. GOODE
(hereinafter known as "Purchaser"), and whose address is 487 MILL LA
CHARLES TOWN WV 25414 phone 304-725-7423
C 304-283-5586

WITNESSETH: That the Seller does hereby agree to sell to the Purchaser and the
Purchaser does hereby agree to buy all the following described real property with
improvements thereon, situate in MIDDLEWAY District, County of
JEFFERSON, State of West Virginia, as recorded in the Office of the Clerk of
the County Commission of JEFFERSON County, West Virginia, in Deed Book
_____, at Page _____, and being more fully described as follows:

118 LECTURN PIKE - HOUSE AND APPROXIMATELY 23 AC OF LAND
(5) - (5.5) (1 AC)

1. PURCHASE PRICE. The Purchaser agrees to pay to the Seller for the
above described property the sum of TWO HUNDRED EIGHTY-TWO THOUSAND DOLLARS
(\$282,500.00), payable as follows: FIVE HUNDRED Dollars
(\$500.00), earnest money and to apply on the purchase price when sale is
consummated; TWO HUNDRED EIGHTY-TWO THOUSAND Dollars
(\$282,000.00), additional cash payment upon consummation of sale.

Any financing of the balance due shall be arranged for by the Purchaser before
settlement date. The above total purchase price shall not be subject to any deductions for
financing discounts unless specifically stated herein.

If the property does not appraise to 100 % of the sales price, then this contract is null
and void and the Purchaser's deposit shall be refunded in full.

2. LOAN. This contract is contingent on the ability of the Purchaser to secure
or receive a commitment for secured loan financing in the amount of not less than
\$ 200,000.00, bearing interest not to exceed NA percent
(NA %) per annum for a term of not less than ONE (1) years or lender's approval
of assumption if required within _____ calendar days from the date of final ratification of
this contract which commitment or approval the Purchaser agrees to pursue diligently,
time being of the essence. The Purchaser reserves the right to increase the cash down
payment and/or accept a modified commitment for financing and shall so notify the Seller
and Agent in writing within the term of this contingency. In the event the Purchaser does
not obtain the specified financing or increase the cash down payment and/or accept a
modified commitment for financing within the specified time period, then this contract is
null and void and the Purchaser's deposit shall be refunded in full.

3. SETTLEMENT. Settlement shall be made on or before
_____, 20____, at the Law Offices of _____ or such other place as
parties agree in writing, time being of the essence. If the Purchaser shall fail to make full

settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder unless the Seller notifies the Purchaser and the Agents in writing within thirty (30) days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract.

4. **POSSESSION.** Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail so to do, he shall become and be thereafter a tenant by sufferance of the Purchaser and hereby waives all notice to quit, as provided by the laws effective in the State where the real estate is located. Seller will leave premises free and clear of trash and debris and broom clean, and the mechanical equipment in operating condition.

5. **DEED.** Upon the completion of the terms of this Agreement and the performance of all conditions stipulated herein, the Seller shall convey a good and marketable title to said premises to MICHAEL C. & Sylvia D. Goode.

6. **TITLE.** Upon payment of the whole purchase price, the Seller agrees to execute and deliver to the Purchaser a good and sufficient deed to be prepared at the expense of Seller for the property, containing covenants of general warranty. Title is to be good and marketable, free of liens and encumbrances except as specified herein; and use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the title should be found defective and cannot be perfected, then this Agreement shall be null and void and the deposit shall be returned to the Purchaser, without interest, damages or costs. If legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time herein specified for settlement shall be extended for the period necessary for such prompt action, not to exceed sixty (60) days or by written agreement for a longer extension. Seller is expressly released from all liability for damages by reason of any defect in the title. Trustees in all deeds of trust are to be named by the party secured thereby.

7. **ADJUSTMENT.** Ground rent, rent, water rent, taxes, charges for sewer and water, and all other public charges on an annual basis against the premises shall be apportioned as of the date of settlement, unless otherwise agreed upon herein. Cost of West Virginia documentary stamps, deed, and cost of clearing title shall be born by Seller. Cost of examination of title, deed of trust, if any, and all recording charges are to be paid by Purchaser.

8. **INSURANCE.** It is agreed that until settlement, the Seller shall bear full risk for damages to the property resulting from fire, wind, malicious mischief, vandalism, theft or any other perils; not to exceed the purchase price. Contract shall be voidable by Purchaser at Purchaser's option in case of such loss or damage before settlement.

9. **AGREEMENT OF PARTIES.** The parties to this contract mutually agree that it shall be binding upon them, their respective heirs, personal representatives, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract, together with any

included addenda, contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

10. **INFORMATION TO BE FURNISHED.** The parties hereto agree to furnish to settlement attorney and/or any lending institution upon request such information as may be required by State or Federal laws pertaining to real estate transaction disclosures.

11. **FINAL AGREEMENT.** This contract when ratified by the Seller and Purchaser, contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions or representations, oral or written, not herein contained.

12. **NOTICE TO BUYERS.** You may select your own title insurance, settlement or escrow company or title company or title attorney.

13. **NOTICE TO SELLERS.** Please be advised that pursuant to West Virginia Code §11-21-71b, as of January 1, 2008, withholding tax will be collected at closing from non-residents and non-resident entities. Please consult your tax advisor with any questions you might have regarding this requirement.

14. **CONVEYANCES:** The following personal property conveys as part of the purchase price: *REFRIG. } AND ANY OTHER AGREED BY BOTH PARTIES.*

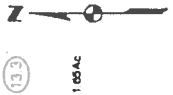
15. **CONTINGENCIES:**

ALL PERSONAL ITEMS (TRACTOR-COTILE) ETC: MUST BE REMOVE FROM PROPERTIES WITHIN 15 DAYS OF CONTRACT RATIFICATION.
SELLER TO PROVIDE INSPECTION AND PUMPING OF WATER & SEPTIC.
UPON ACCEPTANCE OF THIS CONTRACT, SELLER GRANTS BUYER ENTRANCE TO PROPERTY FOR OUTSIDE PAINTWORK AND CLEANUP DUE TO COMING WINTER.

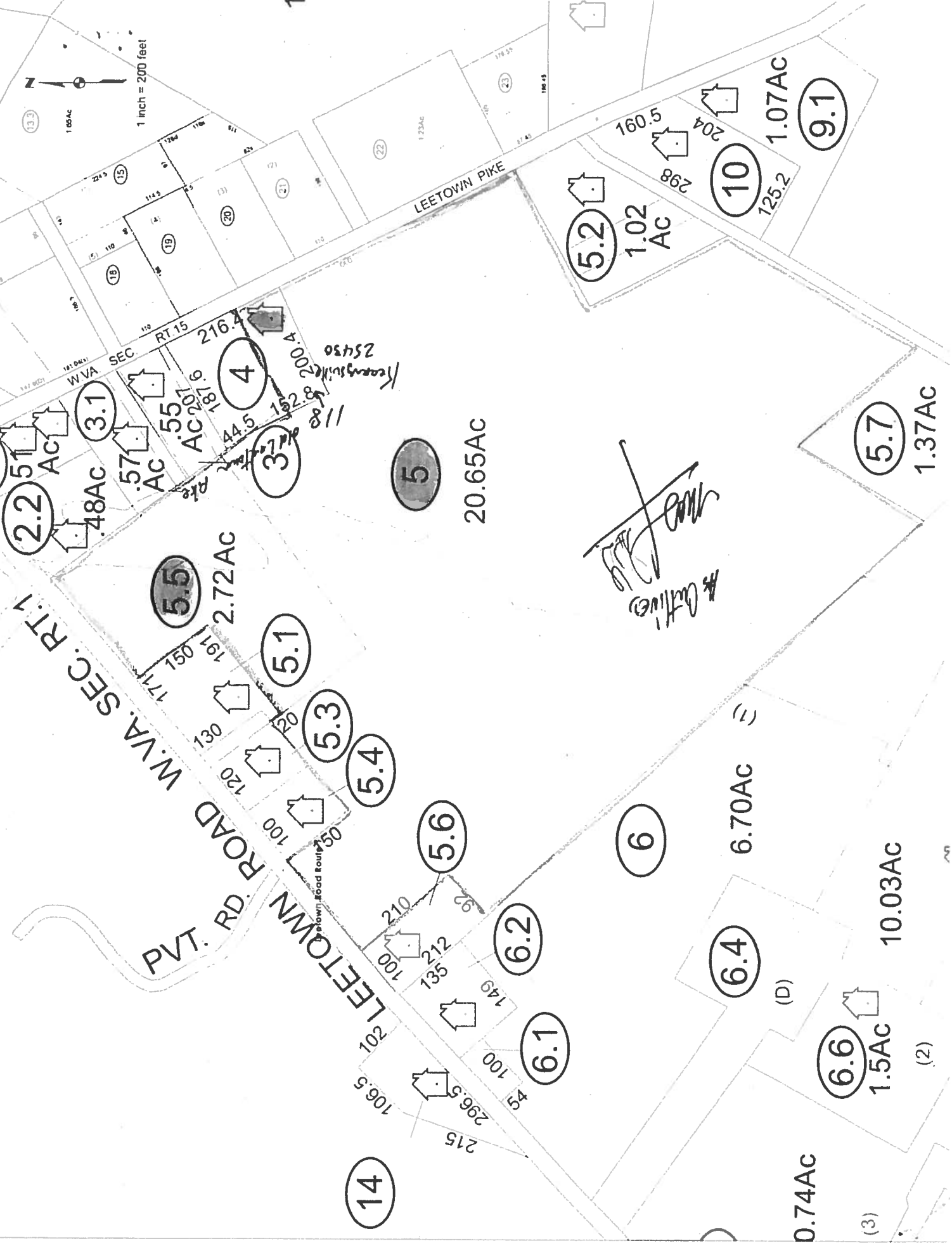
NOTICE: IF THIS CONVEYANCE OCCURS AND PREVIOUS TITLE INSURANCE WAS ISSUED ON THE IDENTICAL LAND, YOU MAY BE ENTITLED TO A REDUCED TITLE INSURANCE RATE IF THE INSURER IS PROVIDED AT OR PRIOR TO CLOSING WITH A COPY OF THE PRIOR POLICY, SETTLEMENT SHEET THAT EVIDENCES PAYMENT OF A TITLE INSURANCE PREMIUM OR SUCH OTHER INFORMATION TO ENABLE THE INSURER TO VERIFY THE REPRESENTATIONS MADE.

WITNESS the following signatures as of the date first above written.

_____	_____
WITNESS	SELLER
_____	_____
WITNESS	SELLER
x <i>Clair P. Richards</i>	<i>Michael C. Boone</i>
_____	_____
WITNESS	PURCHASER
x <i>Clair P. Richards</i>	<i>Shirley D. Jordan</i>
_____	_____
WITNESS	PURCHASER



1



2.2 AC

4.8 AC

57 AC

55 AC

200.4

118

152

44.5

216.4

25450

20.65 AC

5

5.2 AC

1.02 AC

298

204

160.5

125.2

1.07 AC

9.1

PVT. RD. LEETOWN

W.V.A. SEC. RT. 1

2.72 AC

5.5

150

191

177

5.1

5.3

5.4

5.6

6.2

6.1

6

6.4

6.70 AC

10.03 AC

6.6

1.5 AC

5.7

1.37 AC

0.74 AC

14

(3)

Hunting

Leetown Food Route

106.5

296.5

54

100

149

135.2

100

210

92

(D)

(2)

(3)

Joe Caltrider

From: Joe Caltrider <jcaltrider@bowlesrice.com>
Sent: Tuesday, December 5, 2017 2:38 PM
To: 'Mike Scales'
Subject: FW: Estate of Iris Chrisman, deceased
Attachments: Letter to J. Caltrider from M. Scales 11-17-17.pdf; 2017-11-22 LTR to Michael Scales re accepting offer encl contract and deposit.PDF

Mike –

I write to follow up on my e-mail below and my November 22, 2017 letter with Ms. Chrisman's contract.

Ms. Chrisman is ready to settle. As per your November 19, 2017 e-mail, and the contract, settlement is to occur before the end of 2017. The contract does not address where settlement will take place, but does indicate that "time [is] of the essence." There is no reason to wait until the week after Christmas. We can prepare the settlement documents and provide them for Mr. Chrisman's signature in your office and the Estate can pay its allocated expenses pursuant to the contract (i.e. transfer stamps, deed, pro rata share of taxes, etc.) at settlement. The contract provides that the Seller (Estate) will "provide inspection and pumping of water and septic." Please confirm that this has been completed. If it has not, Ms. Chrisman can make the arrangements and provide the bill for payment by the Estate at settlement. We should also discuss how the personal property will be addressed. Does Mr. Chrisman have a proposal for settlement of the personal property now that Ms. Chrisman has agreed to purchase the house and farm?

Thank you for your prompt attention to this matter.

Best Regards,

Joe C.

From: Joe Caltrider [mailto:jcaltrider@bowlesrice.com]
Sent: Tuesday, November 21, 2017 5:00 PM
To: 'Mike Scales'
Subject: RE: Estate of Iris Chrisman, deceased

Mike –

I just met with Sandra Chrisman.

She hereby accepts Gary Chrisman's offer as stated in your November 17, 2017 letter (copy attached).

I should have a signed contract and \$500 deposit for you tomorrow.

Ms. Chrisman would like to close before the end of 2017 as you suggest below.

Please let us know when Mr. Chrisman can close.


Best Regards,

EXHIBIT
H


Joe C.

From: Mike Scales [mailto:mjscales@frontier.com]
Sent: Sunday, November 19, 2017 9:00 AM
To: Joe Caltrider
Subject: RE: Estate of Iris Chrisman, deceased

Joe, I was told it is a cash deal, no financing. 45 days to close is what I was told – before the end of 2017. I will contact client to find out if there are other contract docs. I was told that buyers want to do repair work to house and improvements before the winter weather comes. Mike

 ATTORNEYS AT LAW Bio vCard	Joseph L. Caltrider jcaltrider@bowlesrice.com
	101 S. Queen Street Martinsburg, WV 25401 Telephone: (304) 264-4214 Facsimile: (304) 267-3822

CONFIDENTIAL AND PRIVILEGED: This e-mail is confidential and privileged, and intended only for the review and use of the addressee(s). If you have received this e-mail in error, please notify the sender at (304) 264-4214 or by e-mail at jcaltrider@bowlesrice.com. Thank you.

 ATTORNEYS AT LAW Bio vCard	Joseph L. Caltrider jcaltrider@bowlesrice.com
	101 S. Queen Street Martinsburg, WV 25401 Telephone: (304) 264-4214 Facsimile: (304) 267-3822

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From: Joe Caltrider [mailto:jcaltrider@bowlesrice.com]
Sent: Friday, November 17, 2017 11:51 AM
To: 'Mike Scales'
Subject: RE: Estate of Iris Chrisman, deceased

Mike –

Thanks for your prompt response.

The contract does appear to contain a financing contingency:

2. **LOAN.** This contract is contingent on the ability of the Purchaser to secure or receive a commitment for secured loan financing in the amount of not less than \$ 200,000.⁰⁰, bearing interest not to exceed N/A percent (NA %) per annum for a term of not less than ONE (1) years or lender's approval

I could not find the provision (referred to in your letter) which requires settlement within 45 days. Please let me know if I have missed this or if there are other documents which contain contract terms.


Please ask Mr. Chrisman when the contract was signed, why the contract only allows Ms. Chrisman 15 days to move 30+ tractor, 20+ head of cattle, and other personal property, and if there are other contract documents.

Best Regards,

Joe C.

From: Mike Scales [mailto:mlscales@frontier.com]
Sent: Friday, November 17, 2017 11:29 AM
To: Joe Caltrider <jcaltrider@bowlesrice.com>
Subject: RE: Estate of Iris Chrisman, deceased

Joe: I'm not sure when it was signed nor do I know why the 100% of appraised value was a provision since there is no financing contingency. I took no part in the negotiations nor discussions with the Goodes. My client advised me that Mr. Goode prepared the contract and presented it to my client. It appears to be someone's form agreement that the Goodes used. I will have my assistant, April Ours, email you the appraisal. Mike

	Joseph L. Caltrider jcaltrider@bowlesrice.com
	101 S. Queen Street Martinsburg, WV 25401 Telephone: (304) 264-4214 Facsimile: (304) 267-3822

CONFIDENTIAL AND PRIVILEGED: This e-mail is confidential and privileged, and intended only for the review and use of the addressee(s). If you have received this e-mail in error, please notify the sender at (304) 264-4214 or by e-mail at jcaltrider@bowlesrice.com. Thank you.

From: Joe Caltrider [mailto:jcaltrider@bowlesrice.com]
Sent: Friday, November 17, 2017 10:22 AM
To: 'Mike Scales'
Cc: April Ours (aprilours@hotmail.com)
Subject: RE: Estate of Iris Chrisman, deceased

Mike –

Thank you for your letter (attached). I will forward this to Ms. Chrisman and advise of her response. While Ms. Chrisman is considering your letter and the contract, please provide some clarification.

First, when was the contract with Mr. and Mrs. Goode signed? It does not appear to contain a date:

THIS CONTRACT OF SALE, made this ____ day of Nov
2017...

Second, please provide a copy of Nancy McBride's appraisal. Given her appraisal of the property for "approximately \$265,000," why does the contract contain the following appraisal contingency?

If the property does not appraise to 100 % of the sales price and void and the Purchaser's deposit shall be refunded in full.

Third, why does the contract contain this condition?

ALL PERSONAL ITEMS (TRACTOR-CATTLE) ETC: MUST
PROPERTIES WITHIN 15 DAYS OF CONTRACT RATIFICATION

It is unlikely a settlement will occur within 15 days of any contract ratification; therefore, it seems unnecessary that Ms. Chrisman's numerous tractors and cattle should be removed so quickly. Moreover, the contract does not contain a firm settlement date:

3. **SETTLEMENT.** Settlement shall be made on or before _____, 20____, at the Law Offices of _____ for su parties agree in writing, time being of the essence. If the Purchaser shall

How does this provision benefit Ms. Chrisman or the Estate?

Fourth, has the Executor agreed to convey any personal property other than a refrigerator?

14. **CONVEYANCES:** The following personal property conveys as purchase price: REFRIG. AND ANY OTHER AGREED BY 6

15. **CONTINGENCIES:**

As Mr. Chrisman knows, Ms. Chrisman has several items of personal property stored at the house which she will need to retrieve. Also, there are several items of personal property which belong to the Estate and which must be retrieved and/or sold before any conveyance. Mr. Chrisman is NOT authorized to convey any of Ms. Chrisman's personal property, or any additional Estate property, as part of any sale.

Fifth, I was not aware Mr. Chrisman reimbursed Ms. Chrisman for the Farm Family Insurance bill. When did he make this reimbursement? Why did he allow the insurance to lapse?

Finally, please advise Mr. Chrisman NOT to turn off the water at the house or put anti-freeze in the water lines until these matters are resolved. As he knows, Ms. Chrisman uses the water from the house for her cattle. I believe this has been the case for the last several years.

Thank you.

Joe C.


From: April Ours [<mailto:aprilours@hotmail.com>]
Sent: Friday, November 17, 2017 9:42 AM
To: Joe Caltrider <jcaltrider@bowlesrice.com>
Subject: Estate of Iris Chrisman, deceased

Mr. Caltrider:

Attached please find a letter dated November 17, 2017 from Mr. Scales to you.

Thanks,

April Ours
Legal Assistant
Michael L. Scales, PLLC
(304) 263-0000

 Bowles Rice <small>ATTORNEYS AT LAW</small> Bio vCard	Joseph L. Caltrider jcaltrider@bowlesrice.com 101 S. Queen Street Martinsburg, WV 25401 Telephone: (304) 264-4214 Facsimile: (304) 267-3822
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CONFIDENTIAL AND PRIVILEGED: This e-mail is confidential and privileged, and intended only for the review and use of the addressee(s). If you have received this e-mail in error, please notify the sender at (304) 264-4214 or by e-mail at jcaltrider@bowlesrice.com. Thank you.

MICHAEL L. SCALES, P.L.L.C.

**Attorney-at-Law
314 West John Street
Martinsburg, WV 25401**

**Telephone (304) 263-0000
Facsimile (304) 263-0739**

Michael L. Scales*

*Also Admitted in Maryland

Not Associated With The Scales Law Office

November 17, 2017

Joseph L. Caltrider, Esq.
Bowles Rice, LLP
101 S. Queen Street
Martinsburg, WV 25401

By Email: josephcaltrider@bowlesrice.com

Re: Estate of Iris Chrisman, Deceased

Dear Joe:

First, as I am sure you are aware, my client has reimbursed your client for the Farm Family Insurance bill.

Second, enclosed please find a copy of a written offer made by Michael C. Goode and Sylvia D. Goode for \$282,000.00 cash to buy all of the Iris Chrisman property. Please note that this contract provides for 45 days in which to close from the date of ratification and within 15 days after ratification, all personal items, tractors and cattle, etc. must be removed from the properties. The estate would have to provide an inspection and pumping of the water and septic systems. Upon ratification of the contract the seller grants the buyer entry into the property for outside paint work and clean-up due to the upcoming winter.

My client, in order make sure that your client understands he is being "fair" to her, agrees to permit your client to purchase under the same terms and conditions as the Goode offer, and grants 15 days from the date of this letter for your client to accept the offer and to provide a written offer under the exact terms and conditions as the Goode offer.

If the offer is not accepted within 15 days by your client, and a written offer made with a \$500 deposit as the Goodes have done, then my client is going to sign the contract and sell it to the Goodes.

For your information, my client has received an appraisal of the property which indicates that it is valued at approximately \$265,000.00, so this offer exceeds the appraisal which he received. If you wish a copy of the appraisal, I will gladly provide you with a copy of it. It was prepared by Nancy McBride.

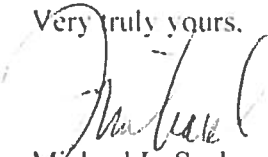
On another matter, my client has locked the house because he has advised me that he is winterizing the house, and does not want the pump and water on and desires to place antifreeze in the water lines and drains to make sure they do not freeze during the winter.

My client respectfully requests that your client and her family not enter the house any longer and that it remains vacant so there is no use of the water and plumbing arrangements during the winter months.

If your client wants this property to be purchased, she needs to make that written offer within 15 days of the date of this letter along with the deposit, or the Goode's offer will be accepted.

If you have any questions concerning this matter, feel free to contact me.

Very truly yours,



Michael L. Scales
Attorney at Law

MLS:aro
Enclosure
Cc: Mr. Gary Chrisman

THIS CONTRACT OF SALE, made this November, 2017
by and between GARY W. CHAISMAN, EXECUTOR OF TRIS
L. CHAISMAN ESTATE (hereinafter known as "Seller"), and whose address
is 136 Dallas Lane, Kearneysville, WV, 25430
_____ phone number

(304) 702-5279 or 304(725)3902, and
MICHAEL C. AND SYLVIA D. Goode
(hereinafter known as "Purchaser"), and whose address is 487 MILL LA
CHARLES TOWN WV 25414 phone 304-725-7423
C 304 283-5586

WITNESSETH: That the Seller does hereby agree to sell to the Purchaser and the
Purchaser does hereby agree to buy all the following described real property with
improvements thereon, situate in Middleway District, County of
JEFFERSON, State of West Virginia, as recorded in the Office of the Clerk of
the County Commission of JEFFERSON County, West Virginia, in Deed Book
_____, at Page _____, and being more fully described as follows:

118 LECTURN PIKE - HOUSE AND APPROXIMATELY 23 AC OF LAND.
(5) - (5.5) (IAC)

1. **PURCHASE PRICE.** The Purchaser agrees to pay to the Seller for the
above described property the sum of TWO HUNDRED EIGHTY-TWO THOUSAND DOLLARS
(\$282,500.00), payable as follows: FIVE HUNDRED Dollars
(\$500.00), earnest money and to apply on the purchase price when sale is
consummated; TWO HUNDRED EIGHTY-TWO THOUSAND Dollars
(\$232,000.00), additional cash payment upon consummation of sale.

Any financing of the balance due shall be arranged for by the Purchaser before
settlement date. The above total purchase price shall not be subject to any deductions for
financing discounts unless specifically stated herein.

If the property does not appraise to 100 % of the sales price, then this contract is null
and void and the Purchaser's deposit shall be refunded in full.

2. **LOAN.** This contract is contingent on the ability of the Purchaser to secure
or receive a commitment for secured loan financing in the amount of not less than
\$ 200,000.00, bearing interest not to exceed NA percent
(NA %) per annum for a term of not less than ONE (1) years or lender's approval
of assumption if required within _____ calendar days from the date of final ratification of
this contract which commitment or approval the Purchaser agrees to pursue diligently,
time being of the essence. The Purchaser reserves the right to increase the cash down
payment and/or accept a modified commitment for financing and shall so notify the Seller
and Agent in writing within the term of this contingency. In the event the Purchaser does
not obtain the specified financing or increase the cash down payment and/or accept a
modified commitment for financing within the specified time period, then this contract is
null and void and the Purchaser's deposit shall be refunded in full.

3. **SETTLEMENT.** Settlement shall be made on or before
_____, 20____, at the Law Offices of _____ or such other place as
parties agree in writing, time being of the essence. If the Purchaser shall fail to make full

settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder unless the Seller notifies the Purchaser and the Agents in writing within thirty (30) days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract.

4. **POSSESSION.** Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail so to do, he shall become and be thereafter a tenant by sufferance of the Purchaser and hereby waives all notice to quit, as provided by the laws effective in the State where the real estate is located. Seller will leave premises free and clear of trash and debris and broom clean, and the mechanical equipment in operating condition.

5. **DEED.** Upon the completion of the terms of this Agreement and the performance of all conditions stipulated herein, the Seller shall convey a good and marketable title to said premises to MICHAEL C. & SYLVIA D. GOODE.

6. **TITLE.** Upon payment of the whole purchase price, the Seller agrees to execute and deliver to the Purchaser a good and sufficient deed to be prepared at the expense of Seller for the property, containing covenants of general warranty. Title is to be good and marketable, free of liens and encumbrances except as specified herein; and use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the title should be found defective and cannot be perfected, then this Agreement shall be null and void and the deposit shall be returned to the Purchaser, without interest, damages or costs. If legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time herein specified for settlement shall be extended for the period necessary for such prompt action, not to exceed sixty (60) days or by written agreement for a longer extension. Seller is expressly released from all liability for damages by reason of any defect in the title. Trustees in all deeds of trust are to be named by the party secured thereby.

7. **ADJUSTMENT.** Ground rent, rent, water rent, taxes, charges for sewer and water, and all other public charges on an annual basis against the premises shall be apportioned as of the date of settlement, unless otherwise agreed upon herein. Cost of West Virginia documentary stamps, deed, and cost of clearing title shall be born by Seller. Cost of examination of title, deed of trust, if any, and all recording charges are to be paid by Purchaser.

8. **INSURANCE.** It is agreed that until settlement, the Seller shall bear full risk for damages to the property resulting from fire, wind, malicious mischief, vandalism, theft or any other perils; not to exceed the purchase price. Contract shall be voidable by Purchaser at Purchaser's option in case of such loss or damage before settlement.

9. **AGREEMENT OF PARTIES.** The parties to this contract mutually agree that it shall be binding upon them, their respective heirs, personal representatives, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract, together with any

included addenda, contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

10. **INFORMATION TO BE FURNISHED.** The parties hereto agree to furnish to settlement attorney and/or any lending institution upon request such information as may be required by State or Federal laws pertaining to real estate transaction disclosures.

11. **FINAL AGREEMENT.** This contract when ratified by the Seller and Purchaser, contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions or representations, oral or written, not herein contained.

12. **NOTICE TO BUYERS.** You may select your own title insurance, settlement or escrow company or title company or title attorney.

13. **NOTICE TO SELLERS.** Please be advised that pursuant to West Virginia Code §11-21-71b, as of January 1, 2008, withholding tax will be collected at closing from non-residents and non-resident entities. Please consult your tax advisor with any questions you might have regarding this requirement.

14. **CONVEYANCES:** The following personal property conveys as part of the purchase price: *REFRIG. & ANY OTHER AGREED BY BOTH PARTIES.*

15. **CONTINGENCIES:**

ALL PERSONA ITEMS (TRACTOR-CATTLE) ETC: MUST BE REMOVE FROM PROPERTIES WITHIN 15 DAYS OF CONTRACT RATIFICATION.
SELLER TO PROVIDE INSPECTION AND PUMPING OF WATER & SEPTIC.
UPON ACCEPTANCE OF THIS CONTRACT, SELLER GRANTS BUYER ENTRANCE TO PROPERTY FOR OUTSIDE PAINTWORK AND CLEANUP DUE TO COMING WINTER.

NOTICE: IF THIS CONVEYANCE OCCURS AND PREVIOUS TITLE INSURANCE WAS ISSUED ON THE IDENTICAL LAND, YOU MAY BE ENTITLED TO A REDUCED TITLE INSURANCE RATE IF THE INSURER IS PROVIDED AT OR PRIOR TO CLOSING WITH A COPY OF THE PRIOR POLICY, SETTLEMENT SHEET THAT EVIDENCES PAYMENT OF A TITLE INSURANCE PREMIUM OR SUCH OTHER INFORMATION TO ENABLE THE INSURER TO VERIFY THE REPRESENTATIONS MADE.

WITNESS the following signatures as of the date first above written.

WITNESS

SELLER

WITNESS

SELLER

x *Clair P. Richards*

Michael C. Borden

WITNESS

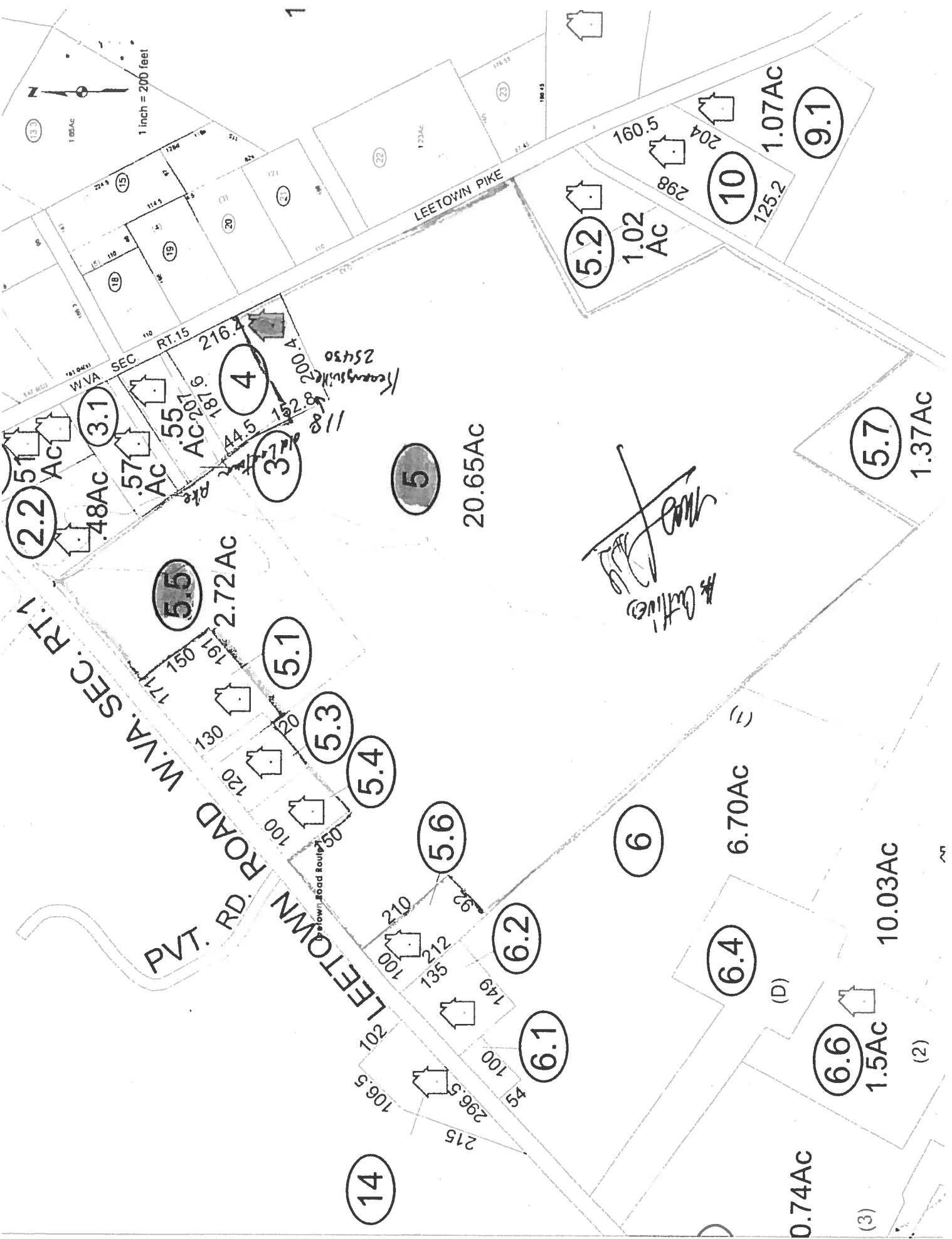
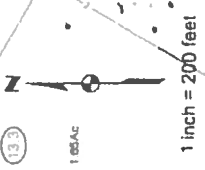
PURCHASER

x *Clair P. Richards*

Shirley D. Gorden

WITNESS

PURCHASER



1

PVT. RD. ROAD W.VA. SEC. RT.1

LEETOWN PIKE

LEETOWN PIKE

W.VA. SEC. RT.15

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3.1 AC

5.7 AC

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2.72 AC

5.1 AC

5.3 AC

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(2)

5

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10 AC

1.07 AC

9.1 AC

5.7 AC

1.37 AC

4

3

14

Kearnsville 200.4

118 25430

Cattive

1 inch = 200 feet

600 Quarrier Street
Charleston, West Virginia 25301

7000 Hampton Center
Morgantown, West Virginia 26505

501 Avery Street
Parkersburg, West Virginia 26101



101 South Queen Street
Martinsburg, West Virginia 25401
Post Office Drawer 1419
Martinsburg, West Virginia 25402-1419
(304) 263-0836

www.bowlesrice.com

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, Pennsylvania 15317

1217 Chapline Street
Wheeling, West Virginia 26003

480 West Jubal Early Drive, Suite 130
Winchester, Virginia 22601

Joseph L. Caltrider
Telephone — (304) 264-4214
Facsimile — (304) 267-3822

November 22, 2017

E-Mail Address:
jcaltrider@bowlesrice.com

Michael L. Scales, Esquire
314 W John Street
Martinsburg, West Virginia 25401

HAND DELIVERY

Re: Estate of Iris Chrisman, deceased

Dear Mr. Scales:

I write to follow up on my November 21, 2017 e-mail confirming Sandra Chrisman's acceptance of Gary Chrisman's offer to purchase the Iris Chrisman house and farm.

This letter will again confirm Ms. Chrisman's acceptance of Gary Chrisman's offer as stated in your November 17, 2017 letter (copy enclosed).

To this end, I have enclosed an identical contract signed by Ms. Chrisman and Ms. Chrisman's \$500 deposit for the contract. Your November 17, 2017 letter and follow-up e-mails make reference to certain terms which we did not find in the Goode contract (e.g. 45 days to close from the date of ratification; settlement before the end of 2017). Therefore, I have included a contract addendum with these terms. This addendum should not be construed to alter the Goode contract in any manner. Rather, it is Ms. Chrisman's attempt to match the identical terms of the Goode contract as represented in your November 17, 2017 letter and follow-up e-mails.

We should consider today the date of "ratification." Ms. Chrisman is ready to settle. Please let me know when Mr. Chrisman will execute the deed. I will be in touch after Thanksgiving to make further arrangements.



Michael L. Scales, Esquire
November 22, 2017
Page 2

Please do not hesitate to contact me if you have questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J.L. Caltrider', written over the typed name.

Joseph L. Caltrider

JLC/mlc
Enclosures
cc: Ms. Sandra K. Chrisman

MICHAEL L. SCALES, P.L.L.C.

**Attorney-at-Law
314 West John Street
Martinsburg, WV 25401**

**Telephone (304) 263-0000
Facsimile (304) 263-0739**

Michael L. Scales*

**Also Admitted in Maryland*

Not Associated With The Scales Law Office

November 17, 2017

Joseph L. Caltrider, Esq.
Bowles Rice, LLP
101 S. Queen Street
Martinsburg, WV 25401

By Email: josephcaltrider@bowlesrice.com

Re: Estate of Iris Chrisman, Deceased

Dear Joe:

First, as I am sure you are aware, my client has reimbursed your client for the Farm Family Insurance bill.

Second, enclosed please find a copy of a written offer made by Michael C. Goode and Sylvia D. Goode for \$282,000.00 cash to buy all of the Iris Chrisman property. Please note that this contract provides for 45 days in which to close from the date of ratification and within 15 days after ratification, all personal items, tractors and cattle, etc. must be removed from the properties. The estate would have to provide an inspection and pumping of the water and septic systems. Upon ratification of the contract the seller grants the buyer entry into the property for outside paint work and clean-up due to the upcoming winter.

My client, in order make sure that your client understands he is being "fair" to her, agrees to permit your client to purchase under the same terms and conditions as the Goode offer, and grants 15 days from the date of this letter for your client to accept the offer and to provide a written offer under the exact terms and conditions as the Goode offer.

If the offer is not accepted within 15 days by your client, and a written offer made with a \$500 deposit as the Goodes have done, then my client is going to sign the contract and sell it to the Goodes.

For your information, my client has received an appraisal of the property which indicates that it is valued at approximately \$265,000.00, so this offer exceeds the appraisal which he received. If you wish a copy of the appraisal, I will gladly provide you with a copy of it. It was prepared by Nancy McBride.

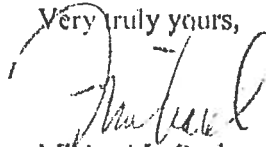
On another matter, my client has locked the house because he has advised me that he is winterizing the house, and does not want the pump and water on and desires to place antifreeze in the water lines and drains to make sure they do not freeze during the winter.

My client respectfully requests that your client and her family not enter the house any longer and that it remains vacant so there is no use of the water and plumbing arrangements during the winter months.

If your client wants this property to be purchased, she needs to make that written offer within 15 days of the date of this letter along with the deposit, or the Goode's offer will be accepted.

If you have any questions concerning this matter, feel free to contact me.

Very truly yours,



Michael L. Scales
Attorney at Law

MLS:aro
Enclosure
Cc: Mr. Gary Chrisman

THIS CONTRACT OF SALE, made this November, 2017
by and between GARY W. CHAISMAN, Executor of TRIS
L. CHAISMAN Estate (hereinafter known as "Seller"), and whose address
is 136 Dallas Lane, Kernersville, W.V. 25430

_____ phone number
(304) 702-5279, 304(725)3402, and
MICHAEL C. and SYLVIA D. Goode
(hereinafter known as "Purchaser"), and whose address is 487 Mill Ln
Charles Town WV 25414 phone 304-925-7423
or 304-283-5586

WITNESSETH: That the Seller does hereby agree to sell to the Purchaser and the
Purchaser does hereby agree to buy all the following described real property with
improvements thereon, situate in Middletown District, County of
JEFFERSON, State of West Virginia, as recorded in the Office of the Clerk of
the County Commission of JEFFERSON County, West Virginia, in Deed Book
_____, at Page _____, and being more fully described as follows:

118 LECTURN PIKE - HOUSE AND APPROXIMATELY 23 AC OF LAND
(5) (5.5) (2 AC)

1. PURCHASE PRICE. The Purchaser agrees to pay to the Seller for the
above described property the sum of TWO HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED Dollars
(\$202,500.00), payable as follows: FIVE HUNDRED Dollars
(\$500.00), earnest money and to apply on the purchase price when sale is
consummated; TWO HUNDRED EIGHTY TWO THOUSAND Dollars
(\$202,000.00), additional cash payment upon consummation of sale.

Any financing of the balance due shall be arranged for by the Purchaser before
settlement date. The above total purchase price shall not be subject to any deductions for
financing discounts unless specifically stated herein.

If the property does not appraise to 100 % of the sales price, then this contract is null
and void and the Purchaser's deposit shall be refunded in full.

2. LOAN. This contract is contingent on the ability of the Purchaser to secure
or receive a commitment for secured loan financing in the amount of not less than
\$ 200,000.00, bearing interest not to exceed 1 1/2 percent
(1 1/2 %) per annum for a term of not less than ONE (1) years or lender's approval
of assumption if required within _____ calendar days from the date of final ratification of
this contract which commitment or approval the Purchaser agrees to pursue diligently,
time being of the essence. The Purchaser reserves the right to increase the cash down
payment and/or accept a modified commitment for financing and shall so notify the Seller
and Agent in writing within the term of this contingency. In the event the Purchaser does
not obtain the specified financing or increase the cash down payment and/or accept a
modified commitment for financing within the specified time period, then this contract is
null and void and the Purchaser's deposit shall be refunded in full.

3. SETTLEMENT. Settlement shall be made on or before
_____, 20____, at the Law Offices of _____ for such other place as
parties agree in writing, time being of the essence. If the Purchaser shall fail to make full

settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder unless the Seller notifies the Purchaser and the Agents in writing within thirty (30) days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract.

4. **POSSESSION.** Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail so to do, he shall become and be thereafter a tenant by sufferance of the Purchaser and hereby waives all notice to quit, as provided by the laws effective in the State where the real estate is located. Seller will leave premises free and clear of trash and debris and broom clean, and the mechanical equipment in operating condition.

5. **DEED.** Upon the completion of the terms of this Agreement and the performance of all conditions stipulated herein, the Seller shall convey a good and marketable title to said premises to MICHAEL C. & SYLVIA D. GOODE.

6. **TITLE.** Upon payment of the whole purchase price, the Seller agrees to execute and deliver to the Purchaser a good and sufficient deed to be prepared at the expense of Seller for the property, containing covenants of general warranty. Title is to be good and marketable, free of liens and encumbrances except as specified herein; and use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the title should be found defective and cannot be perfected, then this Agreement shall be null and void and the deposit shall be returned to the Purchaser, without interest, damages or costs. If legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time herein specified for settlement shall be extended for the period necessary for such prompt action, not to exceed sixty (60) days or by written agreement for a longer extension. Seller is expressly released from all liability for damages by reason of any defect in the title. Trustees in all deeds of trust are to be named by the party secured thereby.

7. **ADJUSTMENT.** Ground rent, rent, water rent, taxes, charges for sewer and water, and all other public charges on an annual basis against the premises shall be apportioned as of the date of settlement, unless otherwise agreed upon herein. Cost of West Virginia documentary stamps, deed, and cost of clearing title shall be born by Seller. Cost of examination of title, deed of trust, if any, and all recording charges are to be paid by Purchaser.

8. **INSURANCE.** It is agreed that until settlement, the Seller shall bear full risk for damages to the property resulting from fire, wind, malicious mischief, vandalism, theft or any other perils; not to exceed the purchase price. Contract shall be voidable by Purchaser at Purchaser's option in case of such loss or damage before settlement.

9. **AGREEMENT OF PARTIES.** The parties to this contract mutually agree that it shall be binding upon them, their respective heirs, personal representatives, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract, together with any

included addenda, contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

10. **INFORMATION TO BE FURNISHED.** The parties hereto agree to furnish to settlement attorney and/or any lending institution upon request such information as may be required by State or Federal laws pertaining to real estate transaction disclosures.

11. **FINAL AGREEMENT.** This contract when ratified by the Seller and Purchaser, contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions or representations, oral or written, not herein contained.

12. **NOTICE TO BUYERS.** You may select your own title insurance, settlement or escrow company or title company or title attorney.

13. **NOTICE TO SELLERS.** Please be advised that pursuant to West Virginia Code §11-21-71b, as of January 1, 2008, withholding tax will be collected at closing from non-residents and non-resident entities. Please consult your tax advisor with any questions you might have regarding this requirement.

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15. **CONTINGENCIES:**

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SELLER TO PROVIDE INSPECTION AND PUMPING OF WATER & SEPTIC.
UPON ACCEPTANCE OF THIS CONTRACT, SELLER GRANTS BUYER ENTRANCE TO PROPERTY FOR OUTSIDE PAINTWORK AND CLEANUP DUE TO COMING WINTER.

NOTICE: IF THIS CONVEYANCE OCCURS AND PREVIOUS TITLE INSURANCE WAS ISSUED ON THE IDENTICAL LAND, YOU MAY BE ENTITLED TO A REDUCED TITLE INSURANCE RATE IF THE INSURER IS PROVIDED AT OR PRIOR TO CLOSING WITH A COPY OF THE PRIOR POLICY, SETTLEMENT SHEET THAT EVIDENCES PAYMENT OF A TITLE INSURANCE PREMIUM OR SUCH OTHER INFORMATION TO ENABLE THE INSURER TO VERIFY THE REPRESENTATIONS MADE.

WITNESS the following signatures as of the date first above written.

WITNESS

SELLER

WITNESS

SELLER

x *Clair P. Richards*

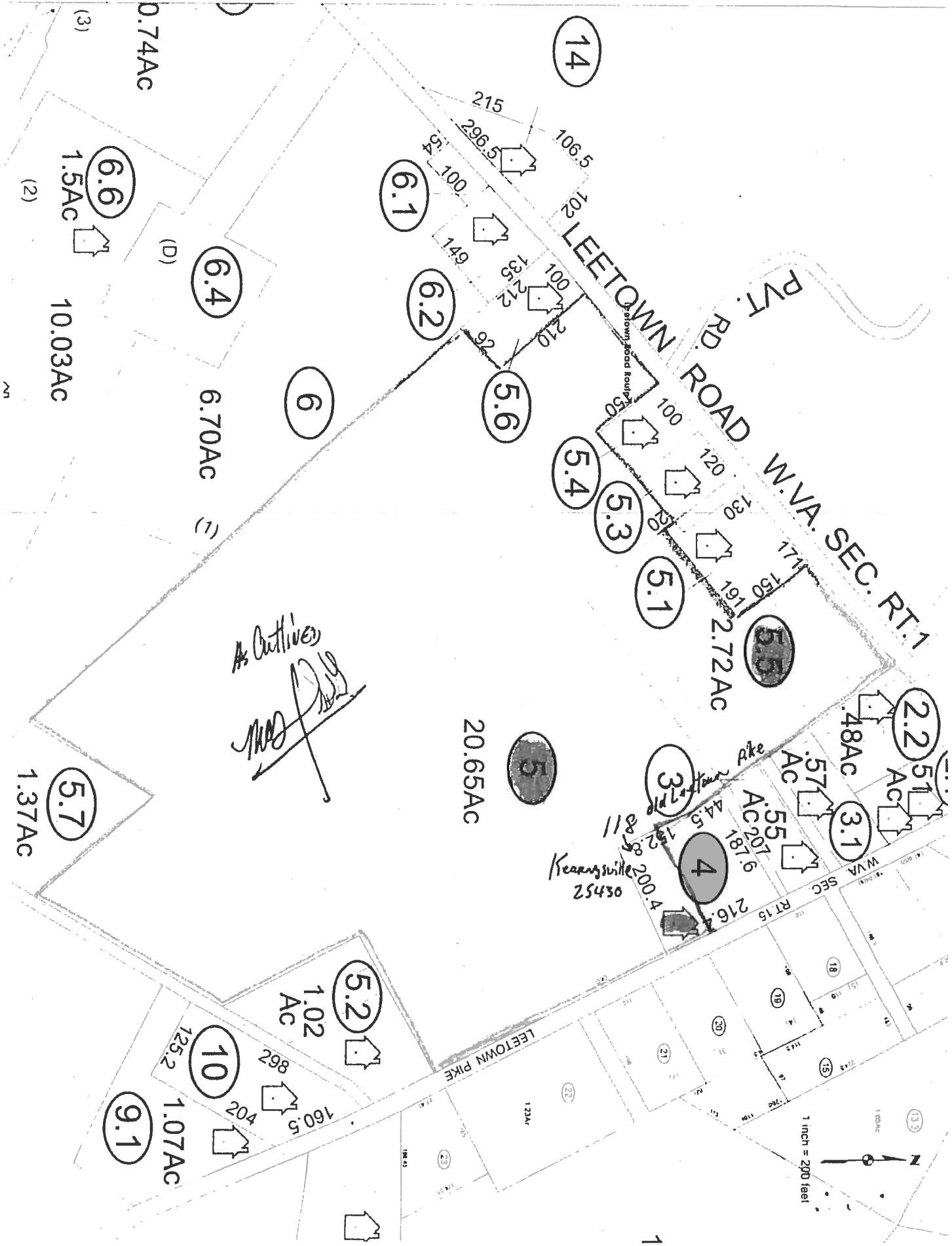
Michael C. Booker

WITNESS

PURCHASER

x *Clair P. Richards*

Spina P. Forder
PURCHASER



0.74AC

6.6
1.5AC

10.03AC

6.4

6.70AC

6

6.1

6.2

5.6

5.4

5.3

5.1

5.5

20.65AC

5

5.7
1.37AC

As Outlines
[Signature]

2.72AC

2.2
48AC

3.1

3

4

55
AC 201.6

57
AC

5.2
1.02
AC

10

9.1

1.07AC

LEETOWN PIKE

RT 15

WVA SEC

1 inch = 200 feet



THIS CONTRACT OF SALE, made this ____ day of November, 2017, by and between, **GARY W. CHRISMAN**, Executor of Iris L. Chrisman Estate (hereinafter known as "Seller"), and whose address is 136 Dallas Lane, Kearneysville, West Virginia 25430, phone number (304) 702-5279 or (304) 725-3902, and **SANDRA K. CHRISMAN** (hereinafter known as "Purchaser"), and whose address is 131 Pickette Avenue, Inwood, West Virginia 25428, phone number (304) 229-2395 or (304) 671-9949.

WITNESSETH: That the Seller does hereby agree to sell to the Purchaser and the Purchaser does hereby agree to buy all the following described real property with improvements thereon, situate in Middleway District, County of Jefferson, State of West Virginia, as recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book ____, at Page ____, and being more fully described as follows: **118 Leetown Pike – House and approximately 23 acres of land.**

1. **PURCHASE PRICE.** The Purchaser agrees to pay to the Seller for the above described property the sum of Two Hundred Eighty-Two Thousand Five Hundred Dollars (\$282,500.00), payable as follows: Five Hundred Dollars (\$500.00), earnest money and to apply on the purchase price when sale is consummated; Two Hundred Eighty-Two Thousand Dollars (\$282,000.00), additional cash payment upon consummation of sale.

Any financing of the balance due shall be arranged for by the Purchaser before settlement date. The above total purchase price shall not be subject to any deductions for financing discounts unless specifically stated herein.

If the property does not appraise to 100% of the sales price, then this contract is null and void and the Purchaser's deposit shall be refunded in full.

2. **LOAN.** This contract is contingent on the ability of the Purchaser to secure or receive a commitment for secured loan financing in the amount of not less than \$200,000.00, bearing interest not to exceed ___N/A___ percent (_N/A_%) per annum for a term of not less than one (1) years or lender's approval of assumption if required within _____ calendar days from the date of final ratification of this contract which commitment or approval the Purchaser agrees to pursue diligently, time being of the essence. The Purchaser reserves the right to increase the cash down payment and/or accept a modified commitment for financing and shall so notify the Seller and Agent in writing within the term of this contingency. In the event the Purchaser does not obtain the specified financing or increase the cash down payment and/or accept a modified commitment for financing within the specified time period, then this contract is null and void and the Purchaser's deposit shall be refunded in full.

3. **SETTLEMENT.** Settlement shall be made on or before _____, 20_____ at the Law Offices of _____ or such other place as parties agree in writing, time being of the essence. If the Purchaser shall fail to make full settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relived from further liability hereunder unless the Seller notifies the Purchaser and the Agents in writing within thirty (30) days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract.

4. **POSSESSION.** Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail so to do, he shall become and be thereafter, a tenant by sufferance of the Purchaser and hereby waives all notice to quit, as provided by the laws effective

in the State where the real estate is located. Seller will leave premises free and clear of trash and debris and broom clean, and the mechanical equipment in operating condition.

5. **DEED.** Upon the completion of the terms of this Agreement and the performance of all conditions stipulated herein, the Seller shall convey a good and marketable title to said premises to **SANDRA K. CHRISMAN**.

6. **TITLE.** Upon payment of the whole purchase price, the Seller agrees to execute and deliver to the Purchaser a good and sufficient deed to be prepared at the expense of Seller for the property, containing covenants of general warranty. Title is to be good and marketable, free of liens and encumbrances except as specified herein; and use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the title should be found defective and cannot be perfected, then this Agreement shall be null and void and the deposit shall be returned to the Purchaser, without interest, damages or costs. If legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time herein specified for settlement shall be extended for the period necessary for such prompt action, not to exceed sixty (60) days or by written agreement for a longer extension. Seller is expressly released from all liability for damages by reason of any defect in the title. Trustees in all deeds of trust are to be named by the party secured thereby.

7. **ADJUSTMENT.** Ground rent, rent, water rent, taxes, charges for sewer and water, and all other public charges on an annual basis against the premises shall be apportioned as of the date of settlement, unless otherwise agreed upon herein. Cost of West Virginia

documentary stamps, deed, and cost of clearing title shall be born by Seller. Cost of examination of title, deed of trust, if any, and all recording charges are to be paid by Purchaser.

8. INSURANCE. It is agreed that until settlement, the Seller shall bear full risk for damages to the property resulting from fire, wind, malicious mischief, vandalism, theft or any other perils; not to exceed the purchase price. Contract shall be voidable by Purchaser at Purchaser's option in case of such loss or damage before settlement.

9. AGREEMENT OF PARTIES. The parties to this contract mutually agree that it shall be binding upon them, their respective heirs, personal representatives, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract, together with any included addenda, contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

10. INFORMATION TO BE FURNISHED. The parties hereto agree to furnish to settlement attorney and/or any lending institution upon request such information as may be required by State or Federal laws pertaining to real estate transaction disclosures.

11. FINAL AGREEMENT. This contract when ratified by the Seller and Purchaser, contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions or representations, oral or written, not herein contained.

12. NOTICE TO BUYERS. You may select your own title insurance, settlement or escrow company or title company or title attorney.

13. NOTICE TO SELLERS. Please be advised that pursuant to West Virginia Code §11-21-71b, as of January 1, 2008, withholding tax will be collected at closing from non-

residents and non-resident entities. Please consult your tax advisor with any questions you might have regarding this requirement.

14. **CONVEYANCES.** The following personal property conveys as part of the purchase price: Refrigerator, and any other agreed by both parties.

15. **CONTINGENCIES:** All personal items (tractor, cattle), etc. must be removed from properties within fifteen (15) days of contract ratification. Seller to provide inspection and pumping of water and septic. Upon acceptance of this contract, Seller grants Purchaser entrance to property for outside paint work and cleanup due to coming winter.

NOTICE: IF THIS CONVEYANCE OCCURS AND PREVIOUS TITLE INSURANCE WAS ISSUED ON THE IDENTICAL LAND, YOU MAY BE ENTITLED TO A REDUCED TITLE INSURANCE RATE IF THE INSURER IS PROVIDED AT OR PRIOR TO CLOSING WITH A COPY OF THE PRIOR POLICY, SETTLEMENT SHEET THAT EVIDENCES PAYMENT OF A TITLE INSURANCE PREMIUM OR SUCH OTHER INFORMATION TO ENABLE THE INSURER TO VERIFY THE REPRESENTATIONS MADE.

WITNESS the following signatures as of the date first above written:

WITNESS

SELLER

WITNESS

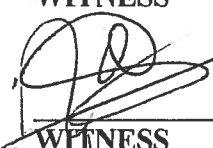
SELLER

WITNESS


PURCHASER

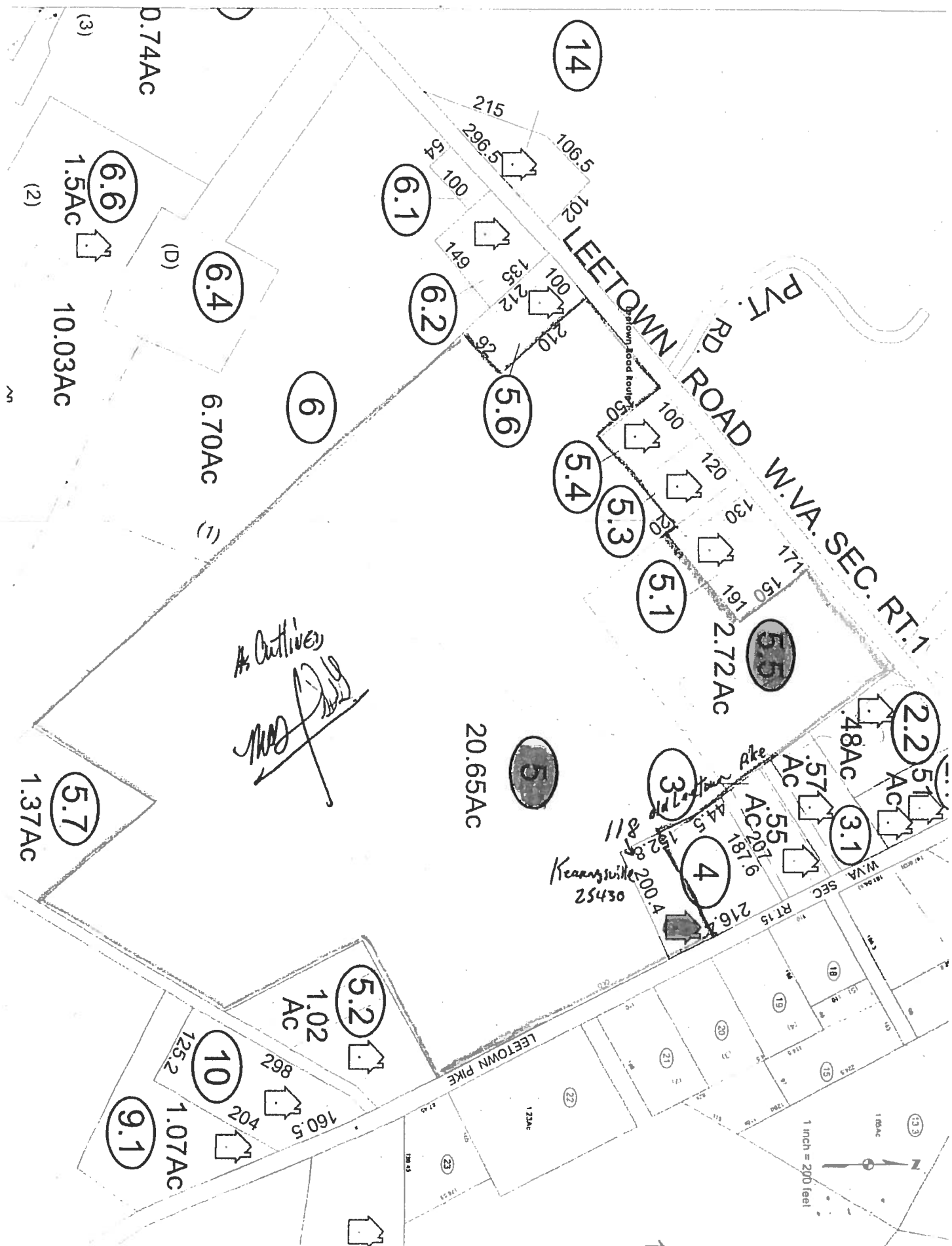
WITNESS

PURCHASER

 11-22-17

Wilma Roberts

11-22-17




ADDENDUM TO CONTRACT OF SALE

The Seller and the Purchaser agree that:

1. Settlement shall occur within forty-five (45) days from the date of ratification of this Contract of Sale.
2. In any event, settlement shall occur before the end of 2017.

WITNESS the following signatures as of the date first above written:

WITNESS

SELLER

WITNESS

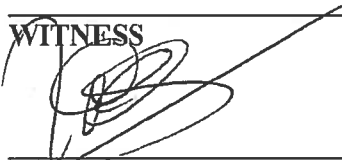
SELLER

WITNESS

PURCHASER

WITNESS

PURCHASER

 11-22-17

WIMA Roberts

11-22-2017
Sandra K. Christensen

SANDRA CHRISMAN OR SHERI KERN
OR WILLIAM CHRISMAN
PH. 304-229-2395
131 PICKETTE AVE
INWOOD, WV 25428-3784

70-7443/711

ND

1116

Date *2/11/2000-2017*



ESTATE OF TRIS CHRISMAN

\$ *500.00*

- FIVE HUNDRED AND NO/100 -



P.O. Box 2316
Bloomington, IL 61702-2316 (877)734-2265

MEMO DEPOSIT TO MATCH (PLEASE CHECK) SANDRA K CHRISMAN

⑆07117443⑆⑆1021316015⑆⑆01116

600 Quarrier Street
Charleston, West Virginia 25301

7000 Hampton Center
Morgantown, West Virginia 26505

501 Avery Street
Parkersburg, West Virginia 26101



101 South Queen Street
Martinsburg, West Virginia 25401
Post Office Drawer 1419
Martinsburg, West Virginia 25402-1419
(304) 263-0836

www.bowlesrice.com

November 22, 2017

Joseph L. Caltrider
Telephone — (304) 264-4214
Facsimile — (304) 267-3822

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, Pennsylvania 15317

1217 Chapline Street
Wheeling, West Virginia 26003

480 West Jubal Early Drive, Suite 130
Winchester, Virginia 22601

E-Mail Address:
jcaltrider@bowlesrice.com

Michael L. Scales, Esquire
314 W John Street
Martinsburg, West Virginia 25401

HAND DELIVERY

Re: Estate of Iris Chrisman, deceased

Dear Mr. Scales:

I write to follow up on my November 21, 2017 e-mail confirming Sandra Chrisman's acceptance of Gary Chrisman's offer to purchase the Iris Chrisman house and farm.

This letter will again confirm Ms. Chrisman's acceptance of Gary Chrisman's offer as stated in your November 17, 2017 letter (copy enclosed).

To this end, I have enclosed an identical contract signed by Ms. Chrisman and Ms. Chrisman's \$500 deposit for the contract. Your November 17, 2017 letter and follow-up e-mails make reference to certain terms which we did not find in the Goode contract (e.g. 45 days to close from the date of ratification; settlement before the end of 2017). Therefore, I have included a contract addendum with these terms. This addendum should not be construed to alter the Goode contract in any manner. Rather, it is Ms. Chrisman's attempt to match the identical terms of the Goode contract as represented in your November 17, 2017 letter and follow-up e-mails.

We should consider today the date of "ratification." Ms. Chrisman is ready to settle. Please let me know when Mr. Chrisman will execute the deed. I will be in touch after Thanksgiving to make further arrangements.

EXHIBIT

I



Michael L. Scales, Esquire
November 22, 2017
Page 2

Please do not hesitate to contact me if you have questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J.L. Caltrider', written over the typed name.

Joseph L. Caltrider

JLC/mlc
Enclosures
cc: Ms. Sandra K. Chrisman

MICHAEL L. SCALES, P.L.L.C.

**Attorney-at-Law
314 West John Street
Martinsburg, WV 25401**

**Telephone (304) 263-0000
Facsimile (304) 263-0739**

Michael L. Scales*

**Also Admitted in Maryland*

Not Associated With The Scales Law Office

November 17, 2017

Joseph L. Caltrider, Esq.
Bowles Rice, LLP
101 S. Queen Street
Martinsburg, WV 25401

By Email: josephcaltrider@bowlesrice.com

Re: Estate of Iris Chrisman, Deceased

Dear Joe:

First, as I am sure you are aware, my client has reimbursed your client for the Farm Family Insurance bill.

Second, enclosed please find a copy of a written offer made by Michael C. Goode and Sylvia D. Goode for \$282,000.00 cash to buy all of the Iris Chrisman property. Please note that this contract provides for 45 days in which to close from the date of ratification and within 15 days after ratification, all personal items, tractors and cattle, etc. must be removed from the properties. The estate would have to provide an inspection and pumping of the water and septic systems. Upon ratification of the contract the seller grants the buyer entry into the property for outside paint work and clean-up due to the upcoming winter.

My client, in order make sure that your client understands he is being "fair" to her, agrees to permit your client to purchase under the same terms and conditions as the Goode offer, and grants 15 days from the date of this letter for your client to accept the offer and to provide a written offer under the exact terms and conditions as the Goode offer.

If the offer is not accepted within 15 days by your client, and a written offer made with a \$500 deposit as the Goodes have done, then my client is going to sign the contract and sell it to the Goodes.

Joseph L. Caltrider, Esq.
November 17, 2017
Page 2

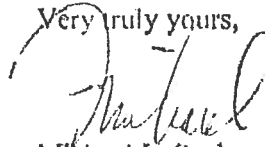
For your information, my client has received an appraisal of the property which indicates that it is valued at approximately \$265,000.00, so this offer exceeds the appraisal which he received. If you wish a copy of the appraisal, I will gladly provide you with a copy of it. It was prepared by Nancy McBride.

On another matter, my client has locked the house because he has advised me that he is winterizing the house, and does not want the pump and water on and desires to place antifreeze in the water lines and drains to make sure they do not freeze during the winter.

My client respectfully requests that your client and her family not enter the house any longer and that it remains vacant so there is no use of the water and plumbing arrangements during the winter months.

If your client wants this property to be purchased, she needs to make that written offer within 15 days of the date of this letter along with the deposit, or the Goode's offer will be accepted.

If you have any questions concerning this matter, feel free to contact me.

Very truly yours,

Michael L. Scales
Attorney at Law

MLS:aro
Enclosure
Cc: Mr. Gary Chrisman

THIS CONTRACT OF SALE, made this November, 2017
by and between GARY W. CHAISMAN, Executor of TRIS
H. CHAISMAN Estate (hereinafter known as "Seller"), and whose address
is 136 Dallas Lane, Bergandyville, W.V. 25430

_____ phone number
(304) 702-5279 and
MICHAEL C. and SYLVIA D. Goode
(hereinafter known as "Purchaser"), and whose address is 487 MILL LA
CHARLES TOWN WV 25414 phone 304-925-7423
or 304-283-5586

WITNESSETH: That the Seller does hereby agree to sell to the Purchaser and the
Purchaser does hereby agree to buy all the following described real property with
improvements thereon, situate in Middleway District, County of
JEFFERSON, State of West Virginia, as recorded in the Office of the Clerk of
the County Commission of JEFFERSON County, West Virginia, in Deed Book
_____, at Page _____, and being more fully described as follows:

118 LECTURN PIKE - HOUSE AND APPROXIMATELY 23 AC OF LAND
(5) (5.5) (1 AC)

1. PURCHASE PRICE. The Purchaser agrees to pay to the Seller for the
above described property the sum of TWO HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED
(\$282,500.00), payable as follows: FIVE HUNDRED Dollars
(\$500.00), earnest money and to apply on the purchase price when sale is
consummated; Two Hundred Eighty-two Thousand Dollars
(\$282,000.00), additional cash payment upon consummation of sale.

Any financing of the balance due shall be arranged for by the Purchaser before
settlement date. The above total purchase price shall not be subject to any deductions for
financing discounts unless specifically stated herein.

If the property does not appraise to 100 % of the sales price, then this contract is null
and void and the Purchaser's deposit shall be refunded in full.

2. LOAN. This contract is contingent on the ability of the Purchaser to secure
or receive a commitment for secured loan financing in the amount of not less than
\$200,000.00, bearing interest not to exceed NA percent
(NA %) per annum for a term of not less than ONE (1) years or lender's approval
of assumption if required within _____ calendar days from the date of final ratification of
this contract which commitment or approval the Purchaser agrees to pursue diligently,
time being of the essence. The Purchaser reserves the right to increase the cash down
payment and/or accept a modified commitment for financing and shall so notify the Seller
and Agent in writing within the term of this contingency. In the event the Purchaser does
not obtain the specified financing or increase the cash down payment and/or accept a
modified commitment for financing within the specified time period, then this contract is
null and void and the Purchaser's deposit shall be refunded in full.

3. SETTLEMENT. Settlement shall be made on or before
_____, 20____, at the Law Offices of _____ for such other place as
parties agree in writing, time being of the essence. If the Purchaser shall fail to make full

settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder unless the Seller notifies the Purchaser and the Agents in writing within thirty (30) days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract.

4. **POSSESSION.** Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail so to do, he shall become and be thereafter a tenant by sufferance of the Purchaser and hereby waives all notice to quit, as provided by the laws effective in the State where the real estate is located. Seller will leave premises free and clear of trash and debris and broom clean, and the mechanical equipment in operating condition.

5. **DEED.** Upon the completion of the terms of this Agreement and the performance of all conditions stipulated herein, the Seller shall convey a good and marketable title to said premises to MICHAEL C. & SYLVIA D. GOODE.

6. **TITLE.** Upon payment of the whole purchase price, the Seller agrees to execute and deliver to the Purchaser a good and sufficient deed to be prepared at the expense of Seller for the property, containing covenants of general warranty. Title is to be good and marketable, free of liens and encumbrances except as specified herein; and use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the title should be found defective and cannot be perfected, then this Agreement shall be null and void and the deposit shall be returned to the Purchaser, without interest, damages or costs. If legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time herein specified for settlement shall be extended for the period necessary for such prompt action, not to exceed sixty (60) days or by written agreement for a longer extension. Seller is expressly released from all liability for damages by reason of any defect in the title. Trustees in all deeds of trust are to be named by the party secured thereby.

7. **ADJUSTMENT.** Ground rent, rent, water rent, taxes, charges for sewer and water, and all other public charges on an annual basis against the premises shall be apportioned as of the date of settlement, unless otherwise agreed upon herein. Cost of West Virginia documentary stamps, deed, and cost of clearing title shall be born by Seller. Cost of examination of title, deed of trust, if any, and all recording charges are to be paid by Purchaser.

8. **INSURANCE.** It is agreed that until settlement, the Seller shall bear full risk for damages to the property resulting from fire, wind, malicious mischief, vandalism, theft or any other perils; not to exceed the purchase price. Contract shall be voidable by Purchaser at Purchaser's option in case of such loss or damage before settlement.

9. **AGREEMENT OF PARTIES.** The parties to this contract mutually agree that it shall be binding upon them, their respective heirs, personal representatives, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract, together with any

included addenda, contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

10. **INFORMATION TO BE FURNISHED.** The parties hereto agree to furnish to settlement attorney and/or any lending institution upon request such information as may be required by State or Federal laws pertaining to real estate transaction disclosures.

11. **FINAL AGREEMENT.** This contract when ratified by the Seller and Purchaser, contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions or representations, oral or written, not herein contained.

12. **NOTICE TO BUYERS.** You may select your own title insurance, settlement or escrow company or title company or title attorney.

13. **NOTICE TO SELLERS.** Please be advised that pursuant to West Virginia Code §11-21-71b, as of January 1, 2008, withholding tax will be collected at closing from non-residents and non-resident entities. Please consult your tax advisor with any questions you might have regarding this requirement.

14. **CONVEYANCES:** The following personal property conveys as part of the purchase price: *REFRIG. & AND ANY OTHER AGREED BY BOTH PARTIES.*

15. **CONTINGENCIES:**

ALL PERSONAL ITEMS (TRACTOR-CATTLE) ETC: MUST BE REMOVED FROM PROPERTIES WITHIN 15 DAYS OF CONTRACT RATIFICATION.
SELLER TO PROVIDE INSPECTION AND PUMPING OF WATER & SEPTIC.
UPON ACCEPTANCE OF THIS CONTRACT, SELLER GRANTS BUYER ENTRANCE TO PROPERTY FOR OUTSIDE PAINTWORK AND CLEANUP DUE TO COMING WINTER.

NOTICE: IF THIS CONVEYANCE OCCURS AND PREVIOUS TITLE INSURANCE WAS ISSUED ON THE IDENTICAL LAND, YOU MAY BE ENTITLED TO A REDUCED TITLE INSURANCE RATE IF THE INSURER IS PROVIDED AT OR PRIOR TO CLOSING WITH A COPY OF THE PRIOR POLICY, SETTLEMENT SHEET THAT EVIDENCES PAYMENT OF A TITLE INSURANCE PREMIUM OR SUCH OTHER INFORMATION TO ENABLE THE INSURER TO VERIFY THE REPRESENTATIONS MADE.

WITNESS the following signatures as of the date first above written.

WITNESS

SELLER

WITNESS

SELLER

x *Clair P. Richards*

Minda C. Boone

WITNESS

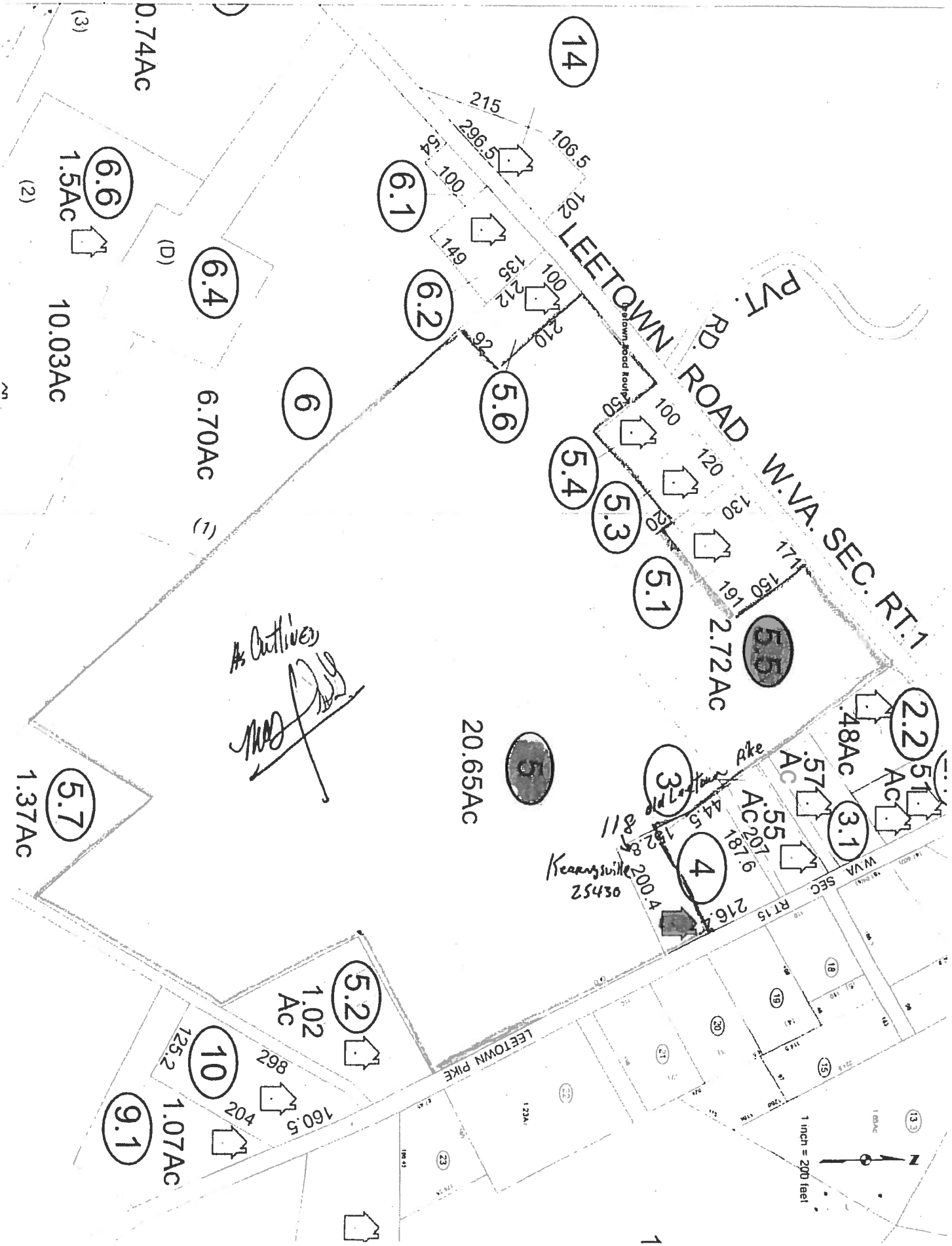
PURCHASER

x *Clair P. Richards*

Spina P. Jordan

WITNESS

PURCHASER



As Outlines
[Signature]

*Kearneysville
 25430*

1 inch = 200 feet
 N

THIS CONTRACT OF SALE, made this ____ day of November, 2017, by and between, **GARY W. CHRISMAN**, Executor of Iris L. Chrisman Estate (hereinafter known as "Seller"), and whose address is 136 Dallas Lane, Kearneysville, West Virginia 25430, phone number (304) 702-5279 or (304) 725-3902, and **SANDRA K. CHRISMAN** (hereinafter known as "Purchaser"), and whose address is 131 Pickette Avenue, Inwood, West Virginia 25428, phone number (304) 229-2395 or (304) 671-9949.

WITNESSETH: That the Seller does hereby agree to sell to the Purchaser and the Purchaser does hereby agree to buy all the following described real property with improvements thereon, situate in Middleway District, County of Jefferson, State of West Virginia, as recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book ____, at Page ____, and being more fully described as follows: **118 Leetown Pike – House and approximately 23 acres of land.**

1. PURCHASE PRICE. The Purchaser agrees to pay to the Seller for the above described property the sum of Two Hundred Eighty-Two Thousand Five Hundred Dollars (\$282,500.00), payable as follows: Five Hundred Dollars (\$500.00), earnest money and to apply on the purchase price when sale is consummated; Two Hundred Eighty-Two Thousand Dollars (\$282,000.00), additional cash payment upon consummation of sale.

Any financing of the balance due shall be arranged for by the Purchaser before settlement date. The above total purchase price shall not be subject to any deductions for financing discounts unless specifically stated herein.

If the property does not appraise to 100% of the sales price, then this contract is null and void and the Purchaser's deposit shall be refunded in full.

2. **LOAN.** This contract is contingent on the ability of the Purchaser to secure or receive a commitment for secured loan financing in the amount of not less than \$200,000.00, bearing interest not to exceed ___N/A___ percent (_N/A_%) per annum for a term of not less than one (1) years or lender's approval of assumption if required within _____ calendar days from the date of final ratification of this contract which commitment or approval the Purchaser agrees to pursue diligently, time being of the essence. The Purchaser reserves the right to increase the cash down payment and/or accept a modified commitment for financing and shall so notify the Seller and Agent in writing within the term of this contingency. In the event the Purchaser does not obtain the specified financing or increase the cash down payment and/or accept a modified commitment for financing within the specified time period, then this contract is null and void and the Purchaser's deposit shall be refunded in full.

3. **SETTLEMENT.** Settlement shall be made on or before _____, 20____ at the Law Offices of _____ or such other place as parties agree in writing, time being of the essence. If the Purchaser shall fail to make full settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relived from further liability hereunder unless the Seller notifies the Purchaser and the Agents in writing within thirty (30) days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract.

4. **POSSESSION.** Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail so to do, he shall become and be thereafter, a tenant by sufferance of the Purchaser and hereby waives all notice to quit, as provided by the laws effective

in the State where the real estate is located. Seller will leave premises free and clear of trash and debris and broom clean, and the mechanical equipment in operating condition.

5. **DEED.** Upon the completion of the terms of this Agreement and the performance of all conditions stipulated herein, the Seller shall convey a good and marketable title to said premises to **SANDRA K. CHRISMAN**.

6. **TITLE.** Upon payment of the whole purchase price, the Seller agrees to execute and deliver to the Purchaser a good and sufficient deed to be prepared at the expense of Seller for the property, containing covenants of general warranty. Title is to be good and marketable, free of liens and encumbrances except as specified herein; and use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. If the title should be found defective and cannot be perfected, then this Agreement shall be null and void and the deposit shall be returned to the Purchaser, without interest, damages or costs. If legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense, whereupon the time herein specified for settlement shall be extended for the period necessary for such prompt action, not to exceed sixty (60) days or by written agreement for a longer extension. Seller is expressly released from all liability for damages by reason of any defect in the title. Trustees in all deeds of trust are to be named by the party secured thereby.

7. **ADJUSTMENT.** Ground rent, rent, water rent, taxes, charges for sewer and water, and all other public charges on an annual basis against the premises shall be apportioned as of the date of settlement, unless otherwise agreed upon herein. Cost of West Virginia

documentary stamps, deed, and cost of clearing title shall be born by Seller. Cost of examination of title, deed of trust, if any, and all recording charges are to be paid by Purchaser.

8. INSURANCE. It is agreed that until settlement, the Seller shall bear full risk for damages to the property resulting from fire, wind, malicious mischief, vandalism, theft or any other perils; not to exceed the purchase price. Contract shall be voidable by Purchaser at Purchaser's option in case of such loss or damage before settlement.

9. AGREEMENT OF PARTIES. The parties to this contract mutually agree that it shall be binding upon them, their respective heirs, personal representatives, successors and assigns; that the provisions hereof shall survive the execution and delivery of the deed aforesaid and shall not be merged therein; that this contract, together with any included addenda, contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

10. INFORMATION TO BE FURNISHED. The parties hereto agree to furnish to settlement attorney and/or any lending institution upon request such information as may be required by State or Federal laws pertaining to real estate transaction disclosures.

11. FINAL AGREEMENT. This contract when ratified by the Seller and Purchaser, contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions or representations, oral or written, not herein contained.

12. NOTICE TO BUYERS. You may select your own title insurance, settlement or escrow company or title company or title attorney.

13. NOTICE TO SELLERS. Please be advised that pursuant to West Virginia Code §11-21-71b, as of January 1, 2008, withholding tax will be collected at closing from non-

residents and non-resident entities. Please consult your tax advisor with any questions you might have regarding this requirement.

14. **CONVEYANCES.** The following personal property conveys as part of the purchase price: Refrigerator, and any other agreed by both parties.

15. **CONTINGENCIES:** All personal items (tractor, cattle), etc. must be removed from properties within fifteen (15) days of contract ratification. Seller to provide inspection and pumping of water and septic. Upon acceptance of this contract, Seller grants Purchaser entrance to property for outside paint work and cleanup due to coming winter.

NOTICE: IF THIS CONVEYANCE OCCURS AND PREVIOUS TITLE INSURANCE WAS ISSUED ON THE IDENTICAL LAND, YOU MAY BE ENTITLED TO A REDUCED TITLE INSURANCE RATE IF THE INSURER IS PROVIDED AT OR PRIOR TO CLOSING WITH A COPY OF THE PRIOR POLICY, SETTLEMENT SHEET THAT EVIDENCES PAYMENT OF A TITLE INSURANCE PREMIUM OR SUCH OTHER INFORMATION TO ENABLE THE INSURER TO VERIFY THE REPRESENTATIONS MADE.

WITNESS the following signatures as of the date first above written:

WITNESS

SELLER

WITNESS


SELLER

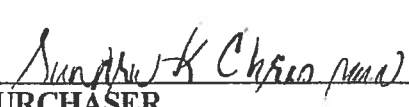
WITNESS

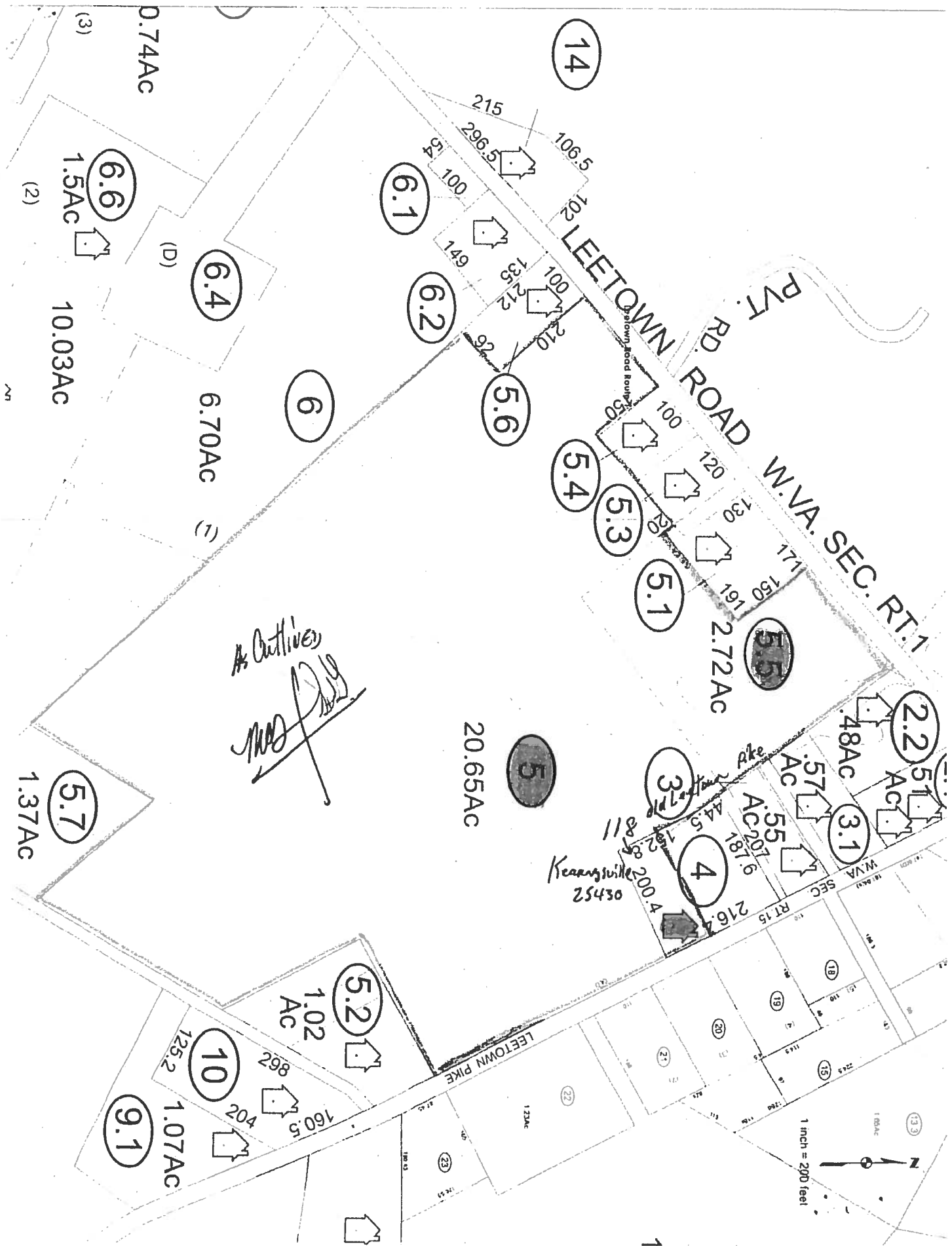
PURCHASER

WITNESS

PURCHASER


11-22-17
Wilma Roberts

11-22-17




0.74AC

1.5AC

10.03AC

6.4

6.70AC

6

6.1

6.2

5.6

5.4

5.3

5.1

5.5

2.2

3.1

4

3

5

20.65AC

1.37AC

5.7

1.02 AC

5.2

10

1.07AC

9.1

Kearneysville
25430

As Outlines
[Signature]



ADDENDUM TO CONTRACT OF SALE

The Seller and the Purchaser agree that:

1. Settlement shall occur within forty-five (45) days from the date of ratification of this Contract of Sale.
2. In any event, settlement shall occur before the end of 2017.

WITNESS the following signatures as of the date first above written:

WITNESS

SELLER

WITNESS

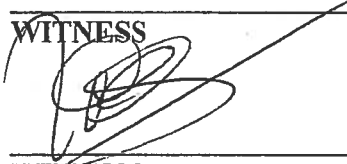
SELLER

WITNESS

PURCHASER

WITNESS

PURCHASER

 11-22-17

WIMA Roberts

11-22-2017
Sandra K. Christian

SANDRA CHRISMAN OR SHERI KERN
OR WILLIAM CHRISMAN
PH. 304-229-2395
131 PICKETTE AVE
INWOOD, WV 25428-3784

70-7443/711

No.

1116

Date *2/11/00-2017*

**FACTORY
ORDER**

ESTATE OF TRIS CHRISMAN

\$ *500.00*

- FIVE HUNDRED AND NO/100

DOLLARS Security Features Included. Details on Back

State Farm Bank

P.O. Box 2316
Bloomington, IL 61702-2316 (877)734-2265

Memorandum DEPOSIT TO MATCH (CLOSE ACCOUNT) SANDRA K CHRISMAN

⑆07117443⑆⑆1021316015⑆⑆01116

600 Quarrier Street
Charleston, West Virginia 25301

7000 Hampton Center
Morgantown, West Virginia 26505

501 Avery Street
Parkersburg, West Virginia 26101



101 South Queen Street
Martinsburg, West Virginia 25401

Post Office Drawer 1419
Martinsburg, West Virginia 25402-1419
(304) 263-0836

www.bowlesrice.com

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, Pennsylvania 15317

1217 Chapline Street
Wheeling, West Virginia 26003

480 West Jubal Early Drive, Suite 130
Winchester, Virginia 22601

Joseph L. Caltrider
Telephone — (304) 264-4214
Facsimile — (304) 267-3822

December 15, 2017

E-Mail Address:
jcaltrider@bowlesrice.com

Michael L. Scales, Esquire
314 W John Street
Martinsburg, West Virginia 25401

HAND DELIVERED

Re: Estate of Iris Chrisman, deceased

Dear Mr. Scales:

I have enclosed the following documents to complete the Estate's sale of the Iris Chrisman house and farm to Sandra Chrisman:

1. HUD settlement statement reflecting disbursements pursuant to the Contract;
2. Alternative HUD settlement statement without heating oil reimbursement;
3. Owner's Affidavit; and
4. Deed.

I have also enclosed Ms. Chrisman's estimate for the septic tank inspection/pumping and her invoice for the fuel heating tank refill on November 14, 2017. As you may recall, the weather turned much colder in mid-November. Ms. Chrisman discovered there was no heating oil in the oil tank for the Iris Chrisman house. Therefore, she called Roach Energy to fill the tank. This is an Estate expense for which Ms. Chrisman requests reimbursement. If Mr. Chrisman does not wish to pay it from the Estate's sale proceeds, he may execute the alternative HUD statement (item #2 above) and reimburse Ms. Chrisman separately for this Estate expense.

Please have Mr. Chrisman execute the attached documents, then return them to our office. We will gladly exchange the sale proceeds check for the executed documents and will gladly arrange for recording of the Deed. This all needs to be accomplished before the end of the year to avoid tax consequences for Ms. Chrisman. As you and I will be out the week after Christmas, we ask that Mr. Chrisman execute the documents early next week so we can have everything recorded before next Friday (December 22, 2017).

EXHIBIT

J



Michael L. Scales, Esquire
December 15, 2017
Page 2

Please do not hesitate to contact me or Chris Petersen if you have questions. Thank you for your assistance with these matters.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J.L. Caltrider'. The signature is fluid and cursive, with a large initial 'J' and 'L'.

Joseph L. Caltrider

JLC/jf
Enclosures
cc: Ms. Sandra K. Chrisman



R.M. ROACH & SONS, INC.
 P.O. BOX 2899
 MARTINSBURG, WV 25402
 PHONE (304) 263-3329

PAGE NO.	INVOICEDATE
1	11/14/17
WAREHOUSE	INVOICE
100	499320

CHRISMAN, WM L & SANDRA K
 131 PICKETTE AVENUE
 INWOOD, WV 25428

CHRISMAN, WM L & SANDRA K
 131 PICKETTE AVENUE
 INWOOD, WV 25428

Site: 2 - #2-118 OLD LEE TOWN P

P.O. NUMBER	ACCOUNT NO.	SHIP VIA	SALES TO	B.O.L. / SHIPPING ORDER	TERMS
	12299888		HSE	499320	NET 30
Product Code/ Description	Ordered/ Backordered	Shipped/ Billed	UOM	PRICE	Extension

ALL FUEL PURCHASED IS DESTINED FOR
 HOME USE AS HEATING OIL, DYED HSD NEUM
 NON-ROAD, 2000+PPM, DIESEL
 HOME TAXABLE USE ONLY, PENALTY FOR
 HOME TAXABLE USE, OR 1994 COMBUSTIBLE LIQ.

UNMARKED HEATING FUEL w/ UltraGuard	146.5	146.5 GAL		2.57900	377.82
7% EXCISE VARIABLE TAX		146.5		0.15203	22.27
FEDERAL LUST TAX		146.5		0.00160	0.15
FED OIL SPILL TAX FUEL OIL		146.5		0.00214	0.31
COMPLIANCE FEE				573.00000%	5.73

TERMS AND CONDITION OF SALE: Account is subject to a FINANCE CHARGE for late payment, computed at an ANNUAL PERCENTAGE RATE of 18.0% on total past due balance with a MINIMUM CHARGE OF 0.02. If collected through a collection agency, court, probate or bankruptcy proceedings, seller shall be entitled to recover reasonable court cost, attorney's fees and/or collection fees.

TOTAL AMOUNT 406.28

SANDRA K. CHRISMAN
SHERI G. KERN
 SPECIAL ACCOUNT
 131 PICKETTE AVE. PH. 304-229-2395
 INWOOD, WV 25428

7754
 65-98/521
 54

11-14-2017 Date

Pay to the Order of Roach Energy \$ 406.28

FOUR HUNDRED SIX AND 28/100 Dollars

First United Bank & Trust
 OAKLAND, MD. 21550

For 12299888 - SITE # - LEE TOWN Sandra K. Chrisman

7754

DUNHAM'S SANITARY SERVICE

GLEN D. DUNHAM, OWNER
FAST FRIENDLY SERVICE
1588 Back Creek Valley Road
GLENGARY, W.VA. 25421
Phone (304) 229-8174

DATE 12-7-17

Sandy Christman

This is to confirm a price of
\$325.00 to pump the septic tank at
118 Old Lee town Rd.

This will include a septic tank inspection.
Tank will be pumped week of Dec. 11-15...

Date	<u>12-7-17</u>	# of pages	<u>1</u>
To	<u>Sandy Christman</u>	From	<u>GLEN</u>
Co/Dept		Co.	<u>DUNHAM'S SANITARY</u>
Phone #		Phone #	<u>229-8174</u>
	<u>304 262 5200</u>		<u>For S.T. call direct</u>

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN:				
		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
		6. FILE NUMBER: CHRISMAN FOR CHRIS			7. LOAN NUMBER:	
8. MORTGAGE INS CASE NUMBER:						
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. NAME AND ADDRESS OF BUYER:		E. NAME AND ADDRESS OF SELLER:		F. NAME AND ADDRESS OF LENDER:		
Sandra K. Chrisman 131 Pickett Avenue Inwood, WV 25428		Gary W. Chrisman, Executor 136 Dallas Lane Keameysville, WV 25430				
G. PROPERTY LOCATION: 118 Leebwin Pike		H. SETTLEMENT AGENT: 55-0394186 Bowles Rice LLP PLACE OF SETTLEMENT 101 South Queen Street Martinsburg, WV 25401		I. SETTLEMENT DATE: December 15, 2017		
J. SUMMARY OF BUYER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION			
100. GROSS AMOUNT DUE FROM BUYER:			400. GROSS AMOUNT DUE TO SELLER:			
101. Contract Sales Price		282,500.00	401. Contract Sales Price		282,500.00	
102. Personal Property			402. Personal Property			
103. Settlement Charges to Buyer (Line 1400)		46.00	403.			
104.			404.			
105.			405.			
<i>Adjustments For Items Paid By Seller in advance</i>			<i>Adjustments For Items Paid By Seller in advance</i>			
106. City/Town Taxes	to		406. City/Town Taxes	to		
107. County Taxes	12/15/17 to 01/01/18	49.94	407. County Taxes	to		
108. Assessments	12/15/17 to 01/01/18	0.93	408. Assessments	to		
109.			409.			
110.			410.			
111.			411.			
112.			412.			
120. GROSS AMOUNT DUE FROM BUYER		282,596.87	420. GROSS AMOUNT DUE TO SELLER		282,500.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:			500. REDUCTIONS IN AMOUNT DUE TO SELLER:			
201. Deposit or earnest money		500.00	501. Excess Deposit (See Instructions)			
202. Principal Amount of New Loan(s)			502. Settlement Charges to Seller (Line 1400)		2,795.78	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to			
204.			504. Payoff of first Mortgage			
205.			505. Payoff of second Mortgage			
206.			506. Deposit retained by seller		500.00	
207.			507.			
208.			508.			
209.			509.			
<i>Adjustments For Items Unpaid By Seller</i>			<i>Adjustments For Items Unpaid By Seller</i>			
210. City/Town Taxes	to		510. City/Town Taxes	to		
211. County Taxes	to		511. County Taxes	07/01/17 to 12/15/17	490.52	
212. Assessments	to		512. Assessments	01/01/17 to 12/15/17	19.07	
213.			513.			
214.			514.			
215.			515.			
216.			516.			
217.			517.			
218.			518.			
219.			519.			
220. TOTAL PAID BY/FOR BUYER		500.00	520. TOTAL REDUCTION AMOUNT DUE SELLER		3,805.47	
300. CASH AT SETTLEMENT FROM/TO BUYER:			600. CASH AT SETTLEMENT TO/FROM SELLER:			
301. Gross Amount Due From Buyer (Line 120)		282,596.87	601. Gross Amount Due To Seller (Line 420)		282,500.00	
302. Less Amount Paid By For Buyer (Line 220)		(500.00)	602. Less Reductions Due Seller (Line 520)		(3,805.47)	
303. CASH (X FROM) (TO) BUYER		282,096.87	603. CASH (X TO) (FROM) SELLER		278,694.53	

The undersigned hereby acknowledge receipt of a completed copy of pages 1 & 2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Buyer Sandra K. Chrisman
Sandra K. Chrisman

Seller Gary W. Chrisman, Executor of Iris L. Chrisman Estate
Gary W. Chrisman, Executor of Iris L. Chrisman Estate

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Bowles Rice LLP
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L SETTLEMENT CHARGES						PAD FROM BUYERS FUNDS AT SETTLEMENT	PAD FROM SELLERS FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	\$	@	%				
<i>Division of Commission (line 700) as Follows:</i>							
701. S	b						
702. \$	b						
703. Commission Paid at Settlement							
704.	b						
800. ITEMS PAYABLE IN CONNECTION WITH LOAN							
801. Loan Origination Fee	%	b					
802. Loan Discount	%	b					
803. Appraisal Fee		b					
804. Credit Report		b					
805. Lender's Inspection Fee		b					
806. Mortgage Ins. App. Fee		b					
807. Assumption Fee		b					
808.							
809.							
810.							
811.							
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE							
901. Interest From	b	@ \$	day (days %)				
902. MIP %'s. for Life Of Loan	for	months b					
903. Hazard Insurance Premium for	1.0	years b					
904.							
905.							
1000. RESERVES DEPOSITED WITH LENDER							
1001. Hazard Insurance	months @ \$		per month				
1002. Mortgage Insurance	months @ \$		per month				
1003. City/Town Taxes	months @ \$		per month				
1004. County Taxes	months @ \$		per month				
1005. Assessments	months @ \$		per month				
1006.	months @ \$		per month				
1007.	months @ \$		per month				
1008.	months @ \$		per month				
1100. TITLE CHARGES							
1101. Settlement or Closing Fee	b						
1102. Abstractor Title Search	b						
1103. Title Examination	b						
1104. Title Insurance Binder	b						
1105. Document Preparation	b						
1106. Notary Fees	b						
1107. Attorney's Fees	b						
<i>(includes above item numbers:)</i>							
1108. Title Insurance	b						
<i>(includes above item numbers:)</i>							
1109. Lender's Coverage	\$						
1110. Owner's Coverage	\$						
1111. Deed Prep Fee	b	Bowles Rice LLP					200.00
1112.							
1113.							
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201. Recording Fees: Deed \$	26.00	; Mortgage \$		Releases \$		26.00	
1202. City/County Tax Stamps: Deed		; Mortgage					
1203. State Tax Stamps: Revenue Stamps	1,864.50	; Mortgage					1,864.50
1204. Transfer Tax	b	Clerk of the County Council				20.00	
1205.							
1300. ADDITIONAL SETTLEMENT CHARGES							
1301. Survey	b						
1302. Pest Inspection	b						
1303. Septic System Pump	b	Dunham Sanitary Service					325.00
1304. Oil Tank Refill	b	Roach Energy					406.28
1305.							
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						46.00	2,795.78

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Bowles Rice LLP, Settlement Agent

Certified to be a true copy.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN:				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER: CHRISMAN FOR CHRIS			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BUYER: Sandra K. Chrisman 131 Pickett Avenue Inwood, WV 25428	E. NAME AND ADDRESS OF SELLER: Gary W. Chrisman, Executor 136 Dallas Lane Keameysville, WV 25430	F. NAME AND ADDRESS OF LENDER:
G. PROPERTY LOCATION: 118 Leebown Pike	H. SETTLEMENT AGENT: 55-0394186 Bowles Rice LLP PLACE OF SETTLEMENT 101 South Queen Street Martinsburg, WV 25401	I. SETTLEMENT DATE: December 15, 2017

J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	282,500.00	401. Contract Sales Price	282,500.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	46.00	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes	to	406. City/Town Taxes	to
107. County Taxes	12/15/17 to 01/01/18	407. County Taxes	to
108. Assessments	12/15/17 to 01/01/18	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	282,596.87	420. GROSS AMOUNT DUE TO SELLER	282,500.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Depositor earnest money	500.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	2,389.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506. Deposit retained by seller	500.00
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes	to	510. City/Town Taxes	to
211. County Taxes	to	511. County Taxes	07/01/17 to 12/15/17
212. Assessments	to	512. Assessments	01/01/17 to 12/15/17
213.		513.	490.62
214.		514.	19.07
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY FOR BUYER	500.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	3,399.19
300. CASH AT SETTLEMENT FROM/TO BUYER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Buyer (Line 120)	282,596.87	601. Gross Amount Due To Seller (Line 420)	282,500.00
302. Less Amount Paid By/For Buyer (Line 220)	(500.00)	602. Less Reductions Due Seller (Line 520)	(3,399.19)
303. CASH (X FROM) (TO) BUYER	282,096.87	603. CASH (X TO) (FROM) SELLER	279,100.81

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Buyer Sandra K. Chrisman Seller Gary W. Chrisman, Executor of Iris L. Chrisman Estate
 Sandra K. Chrisman Gary W. Chrisman, Executor of Iris L. Chrisman Estate
 TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Bowles Rice LLP
 Settlement Agent
 WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES				PAD FROM BUYERS FUNDS AT SETTLEMENT	PAD FROM SELLERS FUNDS AT SETTLEMENT	
700. TOTAL COMMISSION Based on Price		\$	@	%		
Division of Commission (line 700) as Follows:						
701.	\$	b				
702.	\$	b				
703. Commission Paid at Settlement						
704.		b				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801.	Loan Origination Fee	%	b			
802.	Loan Discount	%	b			
803.	Appraisal Fee		b			
804.	Credit Report		b			
805.	Lender's Inspection Fee		b			
806.	Mortgage Ins.App. Fee		b			
807.	Assumption Fee		b			
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901.	Interest From	b	@	\$	day	(days %)
902.	MIP	Months for Life of Loan	for	months	b	
903.	Hazard Insurance Premium for	1.0 years	b			
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001.	Hazard Insurance	months @	\$	per	month	
1002.	Mortgage Insurance	months @	\$	per	month	
1003.	City/Town Taxes	months @	\$	per	month	
1004.	County Taxes	months @	\$	per	month	
1005.	Assessments	months @	\$	per	month	
1006.		months @	\$	per	month	
1007.		months @	\$	per	month	
1008.		months @	\$	per	month	
1100. TITLE CHARGES						
1101.	Settlement or Closing Fee	b				
1102.	Abstractor Title Search	b				
1103.	Title Examination	b				
1104.	Title Insurance Binder	b				
1105.	Document Preparation	b				
1106.	Notary Fees	b				
1107.	Attorney's Fees	b				
<i>(includes above item numbers:)</i>						
1108.	Title Insurance	b				
<i>(includes above item numbers:)</i>						
1109.	Lender's Coverage	\$				
1110.	Owner's Coverage	\$				
1111.	Deed Prep Fee	b	Bowles Rice LLP			200.00
1112.						
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201.	Recording Fees: Deed \$	26.00	; Mortgage \$		Releases \$	26.00
1202.	City/County Tax Stamps: Deed		; Mortgage			
1203.	State Tax Stamps: Revenue Stamps	1,864.50	; Mortgage			1,864.50
1204.	Transfer Tax	b	Clerk of the County Council			20.00
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301.	Survey	b				
1302.	Pest Inspection	b				
1303.	Septic System Pump	b	Dunham Sanitary Service			325.00
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					46.00	2,389.50

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Bowles Rice LLP, Settlement Agent

Certified to be a true copy.

OWNER'S AFFIDAVIT

TO: Bowles Rice LLP

RE: Real estate described or known as:

Three Parcels Owned by Estate of Iris L. Chrisman
Middleway District, Jefferson County, West Virginia

STATE OF WEST VIRGINIA,

COUNTY OF BERKELEY, to wit:

THIS DAY, personally appeared before me the undersigned owner(s) who, have been first duly sworn, deposed and said that, with respect to the real estate hereinabove identified and described, hereinafter referred to as the "subject property":

1. The undersigned owner(s) has been the owner of the subject property for at least one hundred (100) days prior to the date hereof or the date of settlement, whichever date shall last occur.

2. There has been no work done, services rendered, or materials furnished in connection with repairs, improvements, development, construction, removal, alterations, demolition, or such similar activity on or incident to the subject property within one hundred (100) days prior to the date of this Affidavit; furthermore, there are no outstanding or unasserted claims, or persons entitled to any claim or right to a claim, for mechanics' or materialmen's liens against the subject property.

3. There are no outstanding leases or agreements as to occupancy, written or oral, recorded or unrecorded, affecting the subject property, other than none; there are no parties, other than the undersigned owner(s), in or entitled to possession of the subject property, and the purchasers of the property (if applicable) are entitled to sole and exclusive possession of the subject property upon settlement.

4. Neither the subject property nor its subsurface was used for the storage, treatment or disposal of hazardous wastes as defined in the West Virginia Hazardous Waste Management Act, W. Va. Code Section 22-18-21 and Legislative Rule 47 C.S.R. 35-3.1 and no material amounts of hazardous substances, as currently defined under the provisions of the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1986, 42 U.S.C. Section 9601 et seq., as amended, were located on the subject property or its subsurface in a manner contrary to any federal, state or local law or promulgating regulation thereunder, at any time (A) during which the undersigned owner(s) has owned the subject property; and (B) prior to

the undersigned owner(s) having acquired title to the subject property, to the actual knowledge of the undersigned owner(s).

5. The undersigned owner(s) has no actual knowledge or reason to believe that the subject property or its substrata contains an underground storage tank which is regulated by the provisions of the West Virginia Underground Storage Tank Act, W. Va. Code Section 22-17-19.

This Affidavit is made for the purpose of inducing the law firm Bowles Rice LLP to make title certifications as to the subject property, said certifications generally pertaining to (A) possible mechanics' and materialmen's liens; (B) rights to occupancy and possession; (C) possible state or federal environmental liens, and rights and obligations arising from state and federal environmental laws; and (D) the location in the subject property of Underground Storage Tanks. To this end, the undersigned owner(s) understands and agrees that the representations herein contained may be reasonably relied upon, and shall run to the benefit of: (A) the law firm of Bowles Rice LLP; (B) any title insurance company as to which the law firm of Bowles Rice LLP certifies title to the subject property for the purpose of making application for any policies of owner's or mortgagee title insurance insuring title to the subject real estate (if applicable); and (C) any person, firm or corporation which has or will extend credit within thirty (30) days of the date hereof and, as security for the extension of credit, obtain a lien upon the subject property by mortgage, deed of trust, or other security instrument, purchase money or otherwise.

Whenever the context herein so requires, the singular number includes the plural, and the masculine includes the feminine.

To be effective through the date of recordation of the Deed from Gary W. Chrisman in his capacity as Executor of the Estate of Iris L. Chrisman, Deceased, GRANTOR and party of the first part, to Sandra K. Chrisman.

Dated this ____ day of December, 2017.

Gary W. Chrisman, as Executor of the
Estate of Iris L. Chrisman, deceased

TAKEN, SWORN TO AND SUBSCRIBED TO before me this ____ day of December, 2017.

My commission expires: _____

NOTARY PUBLIC

DEED

THIS DEED made and entered into as of the ____ day of December, 2017, by and between **GARY W. CHRISMAN IN HIS CAPACITY AS EXECUTOR OF THE ESTATE OF IRIS L. CHRISMAN, DECEASED**, GRANTOR and party of the first part, and **SANDRA K. CHRISMAN**, GRANTEE and party of the second part.

WHEREAS, Iris L. Chrisman died testate on January 15, 2014, and pursuant to her Last Will and Testament, a copy of which is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Will Book 23, at page 370, she appointed William L. Chrisman and Gary W. Chrisman as Co-Executors and authorized and empowered them to sell all or part of her real property as they deemed necessary. William L. Chrisman subsequently died on January 7, 2017, leaving Gary W. Chrisman as the sole Executor of the Last Will and Testament of Iris L. Chrisman.

NOW THEREFORE WITNESSETH: As permitted by the Last Will and Testament of Iris L. Chrisman, that for and in consideration of the sum of TWO HUNDRED EIGHTY-TWO THOUSAND, FIVE HUNDRED DOLLARS and 00/100 (\$282,500.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, and by these presents has granted and conveyed unto the said Grantee, with covenants of GENERAL WARRANTY, all those certain lots or parcels of real estate, together with any buildings and improvements situate thereon and appurtenances thereunto belonging, situate, lying and being in Middleway District, Jefferson County, West Virginia, and more particularly described as follows:

PARCEL ONE:

That certain parcel of real estate containing 0.906 acres, as is more fully shown on that certain Plat of Merger prepared by Peter H. Lorenzen, P.S., September 19, 2011, and attached to that Deed of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1101, at page 402.

AND BEING that same real estate conveyed unto Iris L. Chrisman by Merger Deed dated October 3, 2011, of record in the aforesaid Clerk's Office in Deed Book 1101, at page 402.

PARCEL TWO:

That certain tract or parcel of real estate, situate in Middleway District, Jefferson County, West Virginia, at Leetown, containing 2.72 acres, and described by metes and bounds on that certain survey and plat made by A. G. Hooper, Jr., dated October 3, 1966, attached [to that Deed of record in the aforesaid Clerk's Office in Deed Book 283, at page 519] and more particularly described as follows:

BEGINNING at a point in the south line of the Middleway-Leetown Pike, a corner with the eastern abutment of a bridg[e] over a run and a corner with Rosenberry; thence with the line of Rose[n]berry and Dodson (Formerly Brown and Willis, respectively) S. 30° 30' E. 340.9 feet to a corner of Dodson and Edward L. Chrisman; thence with the line of Edward L. Chrisman S. 57° 45' W. 411.0 feet to a point, another corner with Edward L. Chrisman; thence with Edward L. Chrisman N. 32° 15' W. 211.4 feet to a point, now made a new corner with Annie L. Chrisman; thence with the line of Annie L. Chrisman, by reverse bearings as shown on said plat, N. 54° 45' E. 191.4 feet to another new corner with Annie L. Chrisman; thence again with Annie L. Chrisman, by reverse bearings as shown on said plat, N. 32° 15' W. 119.0 feet to the south line of the Middleway-Leetown Pike; thence with the line of said Pike N. 57° 45' E. 231.0 feet to the point of beginning.

AND BEING that same real estate conveyed unto Edward L. Chrisman and Iris L. Chrisman, as joint tenants with rights of survivorship, by Deed dated October 10, 1966, of record in the aforesaid Clerk's Office in Deed Book 283, at page 519. Edward L. Chrisman subsequently died on or about June 1, 1985, vesting Iris L. Chrisman with sole title to the same.

PARCEL THREE:

That certain tract of land situate in Middleway Distract, Jefferson County, West Virginia, at Leetown containing 28.57 acres, more or less, according to a plat and survey of said tract dated April 16, 1955, made by J. Jas. Skinner, S.J.C., which said plat is of record in the office of the Clerk of the County [Commission] of said County in Deed Book 204, at page 543, and described by metes and bounds in said plat as follows:

BEGINNING at a point (1) in Middleway-Leetown pike at the eastern abutment of bridge over run, thence with said road S 57° 45' W 922 feet to a point in road (2) thence S 35° 28' E 1494.9 feet to a post at lane (3) thence along north side of lane N 37° 15' E 945.12 feet to a point in Leetown - Charles Town road (4) thence with same N 21° 20' W 634 feet to a point (5) corner lot of C. W. Willis, thence with said lot S 70° 15' W 180 feet to a stake (6) thence N 30° 30' W 513 feet to the beginning, containing 28.57 acres.

LESS AND EXCEPTING the following outsales:

1) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 255, at page 535.

- 2) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 260, at page 28.
- 3) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 283, at page 522.
- 4) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 283, at page 523.
- 5) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 360, at page 547.
- 6) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 387, at page 273.
- 7) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 415, at page 665.
- 8) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 437, at page 132.
- 9) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 445, at page 28.
- 10) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 648, at page 42.
- 11) That parcel conveyed by that Deed of record in the aforesaid Clerk's Office in Deed Book 1101, at page 402.

AND BEING the remainder of that same real estate conveyed unto Edward L. Chrisman and Iris L. Chrisman, as joint tenants with rights of survivorship, by Deed dated January 9, 1960, of record in the aforesaid Clerk's Office in Deed Book 236, at page 237. Edward L. Chrisman subsequently died on or about June 1, 1985, vesting Iris L. Chrisman with sole title to the same.

THIS CONVEYANCE IS SUBJECT TO all public utility easements, rights-of-way, conditions, covenants and restrictions of record or in existence.

DECLARATION OF CONSIDERATION OR VALUE

Under penalties of fine and imprisonment, the undersigned Grantor hereby declares that the total consideration for the property transferred by the document to which this declaration is appended is \$282,500.00.

DECLARATION OF RESIDENT STATUS

The undersigned Grantor hereby certifies under penalty of perjury, that it is a resident entity of the State of West Virginia and is therefore exempt from any state income tax withholding requirements.

WITNESS the following signature and seal:

Gary W. Chrisman, as Executor of the
Estate of Iris L. Chrisman, deceased

STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY, to-wit:

The foregoing instrument was acknowledged before me this ____ day of
December, 2017, by Gary W. Chrisman, as Executor of the Estate of Iris L. Chrisman, deceased.

Notary Public

My commission expires:

PREPARED WITHOUT BENEFIT
OF TITLE EXAMINATION BY:
Christopher D. Petersen, Esquire
BOWLES RICE LLP
101 South Queen Street
Martinsburg, West Virginia 25401

AFTER RECORDING MAIL TO:
Sandra K. Chrisman
131 Pickette Avenue
Inwood, West Virginia 25428

600 Quarrier Street
Charleston, West Virginia 25301

7000 Hampton Center
Morgantown, West Virginia 26505

501 Avery Street
Parkersburg, West Virginia 26101



101 South Queen Street
Martinsburg, West Virginia 25401

Post Office Drawer 1419
Martinsburg, West Virginia 25402-1419
(304) 263-0836

www.bowlesrice.com

January 4, 2018

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, Pennsylvania 15317

1217 Chapline Street
Wheeling, West Virginia 26003

480 West Jubal Early Drive, Suite 130
Winchester, Virginia 22601

Joseph L. Caltrider
Telephone — (304) 264-4214
Facsimile — (304) 267-3822

E-Mail Address:
jcaltrider@bowlesrice.com

Mr. Gary W. Chrisman
Executor of The Estate of Iris L. Chrisman
136 Dallas Lane
Kearneysville, West Virginia 25430

VIA CERTIFIED MAIL
7012 1010 0000 2867 4694

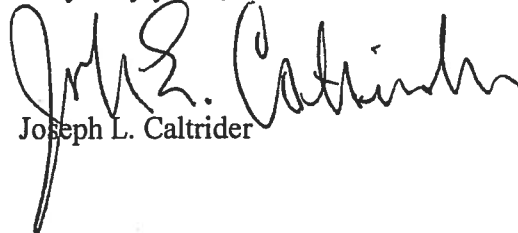
Re: Estate of Iris L. Chrisman

Dear Mr. Chrisman:

I represent Sandra Chrisman. Michael Scales advised today that he no longer represents you either individually or as Executor of The Estate of Iris L. Chrisman. Therefore, I am addressing this letter to you and requesting immediate action. You previously executed a contract to sell the Iris L. Chrisman house and farm to Sandra Chrisman before the end of 2017. You are now in breach of that contract. Ms. Chrisman provided all necessary settlement documents, including the sale proceeds check and a deed for your execution, to Mr. Scales before Christmas. I understand you have not executed these documents yet. Please contact me immediately to discuss how you intend to remedy your breach of contract.

Thank you for your immediate attention to this matter.

Very truly yours,



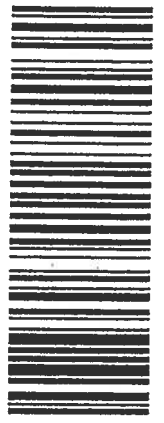
Joseph L. Caltrider

JLC/mlc

cc: Michael L. Scales, Esq.
Ms. Sandra K. Chrisman

EXHIBIT
K

Bowles Rice LLP
ATTORNEYS AT LAW
Post Office Drawer 1419
Martinsburg, West Virginia 25402



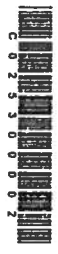
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NO. _____
1S. NOTICE 4/11/18
2N. NOTICE _____
RE. RN _____

Mr. Gary W. Chrisman
Executor of The Estate of Iris L. Chrisman
136 Dallas
Keameysvi

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25400-390136

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RETURNED _____

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Michelle Gordon, Finance Director

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 45 minutes

Date Requested – 1st Choice: **April 5, 2018**

If a specific date is needed, please provide reason for specific date:

Subject (*Wording to be placed on agenda*):

- Review and Approval of Revisions to the Hotel Occupancy Tax Ordinance
- Review of FY2018 Budget to Actual as of 02-28-2018
- Workshop – Ambulance Fee Billing Rate Structure

Please provide the County Commission with a description of your request or presentation, including any background information:

- **Hotel Occupancy Ordinance**-*No changes were made to the rate of tax or percentages for the application of proceeds.* General language revisions were needed to ensure that our language agreed with the language included in the provisions of Article 18, Chapter 7 of the Codes of West Virginia and current approved distribution percentages for proceeds.
- Review of FY2018 Budget to Actual as of 02-28-2018, includes analysis of expenditures by funding source and gaming revenues.
- Workshop – Ambulance Fee Billing Rate Structure- Continue Review

Is this a funding request? Y/N YES

If so, how much? \$ N/A

Provide exact financial impact/request -

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

- Motion to approve revisions to the Hotel Occupancy Tax Ordinance effective April 5, 2018

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector Y/N NO Internet/Wi Fi Y/N NO Telephone for conference call Y/N NO

Contact information:

Email address: Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

**Jefferson County, West Virginia
Hotel Occupancy Tax Ordinance**
Enacted July 1, 1987 and Revised April 5, 2018

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Jefferson County Hotel Occupancy Tax Ordinance

Enacted July 1, 1987 and Revised April 5, 2018

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An Ordinance establishing a room occupancy tax on hotels located within the unincorporated areas of Jefferson County, West Virginia; establishing procedures for the collection, distribution and administration of such tax and establishing penalties for failure to comply with the requirements or provisions of this ordinance.

Be it enacted and ordained by the Jefferson County Commission of Jefferson County, Charles Town, West Virginia, as follows:

ARTICLE I- GENERAL PROVISIONS

Section 1.1- Authority

This ordinance is adopted by the Jefferson County Commission in accordance with the provisions of Article 18, Chapter 7 of the Code of West Virginia, as amended.

Section 1.2 - Purpose

The purpose of this ordinance is to levy an occupancy tax on hotel rooms located in the unincorporated areas of Jefferson County for the following purposes:

- (a) At least fifty (50%) percent of the net received during the fiscal year by the County, pursuant to requirement of the Code of the State of West Virginia shall be appropriated to a Convention and Visitor's Bureau approved by the Commission and established as required by state law.
- (b) The remaining portion of the net revenues receivable during the fiscal year by the County may be expended for one or more of the following purposes:
 - (1) The planning, construction, reconstruction, establishment, acquisition, improvement, renovation, extension, enlargement, equipment, maintenance, repair and operation of publicly owned convention facilities including, but not limited to, arenas, auditoriums, civic centers and convention centers;
 - (2) The payment of principal or interest or both on revenue bonds issued to finance such convention facilities;
 - (3) The promotion of conventions;
 - (4) The construction or maintenance of public parks, tourist information centers and recreation facilities (including land acquisition); or
 - (5) The promotion of the arts.

ARTICLE II- DEFINITIONS

Section 2.1 Definitions

For the purposes of this ordinance the following words, phrases, and terms are defined:

- (a) "Consideration paid" or "consideration" means the amount received in money, credits, property or other consideration for or in exchange for the right to occupy a hotel room as herein defined.

- (b) "Consumer" means a person who pays the consideration for the use or occupancy of a hotel room. (The term "consumer" shall not be construed to mean the government of the United States of America, its agencies or instrumentalities, or the government of the State of West Virginia or political subdivision thereof.)
- (c) "Convention center"- means a convention facility owned by state, county, municipality or other public entity or instrumentality and shall include all facilities, including armories, commercial, office, community service and parking facilities, and publicly owned facilities constructed or used for the accommodation and entertainment of tourist and visitors, constructed in conjunction with the convention center and forming reasonable appurtenances thereto.
- (d) "Convention and Visitor's Bureau" shall mean a non-stock, nonprofit corporation with a full-time staff working exclusively to promote tourism and to attract conventions, conferences and visitors to the county in which the bureau is located.
- (e) "County" means the County of Jefferson.
- (f) "Evade" means to willfully and fraudulently commit any act with the intent of depriving the County of payment of any tax which there is a known legal duty to pay.
- (g) "Fraud" means any false representation or concealment as to any material fact made by any person with the knowledge that it is not true and correct, with the intention that such representation or concealment be relied upon by the County.
- (h) "Fiscal year" means the year beginning July first and ending June thirtieth of the next calendar year.
- (i) "Historic site" means any site listed on the US National Register of Historic places, or listed by a local historical landmarks commission, established under state law, when such sites are owned by a city, a county or a nonprofit historical association and are open from time to time, to accommodate visitors.
- (j) "Hotel" means any facility, building or buildings, publicly or privately owned (including a facility located in a state or county park), in which the public may, for a consideration, obtain sleeping accommodations. The term shall include, but is not limited to, boarding houses, hotels, motels, inns, courts, lodges, cabins, and tourist homes. The term "hotel" shall not be construed to mean any hospital, sanitarium, extended care facility, nursing home or university or college housing unit or any facility providing fewer than three (3) ~~hotel rooms~~rooms in private homes, not exceeding a total of ten (10) days in a calendar year, nor any tent, trailer or camper per campsites: Provided, that where a university or college housing unit provides sleeping accommodations for the general nonstudent public for a consideration, the term "hotel" shall, if otherwise applicable, apply to such accommodations for the purpose of this tax.
- (k) "Hotel operator" means the person who is proprietor of a hotel, whether in the capacity of owner, lessee, mortgagee in possession, licensee, trustee in

possession, trustee in bankruptcy, receiver, executor or in any other capacity. Where the hotel operator performs his functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed a hotel operator for the purposes of this ordinance and shall have the same duties and liabilities as his or her principal. Compliance with the provisions of this ordinance by either the principal or the managing agent shall, however, be considered to be compliance by both.

- (lk) "Hotel room" means any room or suite of rooms or other facility affording sleeping accommodations to the general public and situated within a hotel. The term "hotel room" shall not be construed to mean
- (1) ~~a~~ banquet room, meeting room or any other room not primarily used for, or in conjunction with, sleeping accommodations; Or
 - (2) Sleeping accommodations rented on a month-to-month basis or other rental arrangement for thirty (30) days or longer at the inception at a boarding house, condominium, cabin, tourist home, apartment or home; or
 - (3) Sleeping accommodations rented by a hotel operator to those persons directly employed by the hotel operator for the purposes of performing duties in support of the operation of the hotel or related operations.
- (ml) "Net proceeds" means the gross amount of tax collections less the amount of state tax lawfully refunded.
- (nm) "Person" means any individual, firm, partnership, joint venture, association, syndicate, social club, fraternal organization, joint stock company, receiver, corporation, guardian, trust, business trust, trustee, committee, estate, executor, administrator or any other group or combination acting as a unit.
- (oa) "Promotion of the arts" means activity to promote public appreciation and interest in one or more of the arts. It includes the promotion of music of all types, the dramatic arts, dancing, painting, and the creative arts through shows, exhibits, festivals, concerts, musicals and plays.
- (pe) "Recreational facilities" means and includes any public park, parkway, playground, public recreation center, athletic field, sports arena, stadium, skating rink or arena, golf course, tennis courts and other park and recreation facilities, whether of a like or different nature, that are owned by the County.
- (qp) "Tax"- "taxes", or "this tax" means the hotel occupancy tax authorized by the ordinance.
- (rq) "Taxing authority" means the County of Jefferson.
- (sf) "Taxpayer" means any person liable for the tax authorized by this ordinance.
- (ts) "Willfully" means the intentional violation of a known legal duty to perform any act, required to be performed by any provision of this ordinance, in respect of which the violation occurs: Provided, that the mere failure to perform any act shall not be a willful violation under this ordinance. A willful violation of this ordinance requires that the defendant have had knowledge of or notice of a duty to perform such act, and that the defendant, with knowledge of or notice of such

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duty, intentionally failed to perform such act.

ARTICLE III — INCORPORATION OF TAX

Section 3.1- Levy of Tax

There is hereby levied a County hotel tax, as hereinafter described, upon all hotels located within the unincorporated limits of Jefferson County, including any hotels owned by the state or by any political subdivision of this state. The tax shall be imposed on the consumer and shall be collected by the hotel operator as part of the consideration paid for the occupancy of a hotel room. (Provided, however, the tax shall not be imposed on any consumer occupying a hotel room for thirty or more consecutive days.)

Section 3.2 — Rate of Tax

The rate of tax imposed shall be six (~~6~~) percent (6%) of the consideration paid for the use or occupancy of a hotel room. Such consideration shall not include the amount of tax imposed on the transaction under Article 15, Chapter 11, of the Code of West Virginia or charges for meals, valet service, room service, telephone service or other charges or consideration not paid for use or occupancy of a hotel room.

ARTICLE IV — DUTIES AND PROCEDURES FOR HOTEL OPERATORS

Section 4.1- Consumer to Pay Tax; Hotel Operator NOT to Represent that it will Absorb Tax; Accounting by Hotel

- (a) The consumer shall pay to the hotel operator the amount of tax imposed by the County of Jefferson, which tax shall be added to and shall constitute a part of the consideration paid for the use and occupancy of the hotel room, and which tax shall be collectible as such by the hotel operator who shall account for, and remit to the County, all taxes paid by consumers. The hotel operator shall separately state the tax authorized by this ordinance on all bills, invoices, accounts, books of account and records relating to consideration paid for occupancy or use of a hotel room. The hotel operator may commingle tax collected hereunder with the proceeds of the rental of hotel accommodations. The County's claim shall be enforceable against, and shall be superior to, all other claims against the moneys so commingled excepting only claims of the state for moneys held by the hotel pursuant to the provisions of Article 15, Chapter 11 of the Code of West Virginia. All taxes collected pursuant to the provisions of this ordinance shall be deemed to be held in trust by the hotel until the same shall have been remitted to the by the hotel until the same shall have been remitted to the taxing authority as hereinafter provided.
- (b) A hotel operator shall not represent to the public in any manner, directly or indirectly, that it will absorb all or any part of the tax or that the tax is not be considered an element in the price to be collected from the consumer.

Section 4.2- Occupancy Billed to Government Agencies or Employees

- (a) Hotel room occupancy billed directly to the federal government shall be exempt from this tax; Provided, that rooms paid for by a federal government employee for which reimbursement is made shall be subject to this tax.

- (b) Hotel room occupancy billed directly to this state or its political subdivisions shall be exempt from this tax; Provided, that room paid for by an employee of this state for which reimbursement is made shall be subject to this tax.

Section 4.3- Collection of Tax When Sale on Credit

A hotel operator doing business wholly or partially on a credit basis shall require the consumer to pay the full amount of tax due upon a credit sale at the time such sale is made or within thirty (30) days thereafter.

Section 4.4 -- Receivership Bankruptcy; Priority of Tax

In the distribution, voluntary or compulsory, in receivership, bankruptcy or otherwise, of the property or estate of any person, all taxes due and unpaid authorized under this ordinance shall be paid from first money available for distribution in priority to all claims and liens except taxes and debts due to the United States which under federal law are given priority over the debts and liens created by municipal ordinance or order of the County Commission for this tax and taxes and debts due to the State of West Virginia. Any person charged with the administration or distribution of any such property or estate who shall violate the provisions of this section shall be personally liable for any taxes accrued and unpaid which are chargeable against the person whose property or estate is in administration or distribution.

Section 4.5- Failure to Collect or Remit Tax; Liability of Hotel Operator

If any hotel operator fails to collect the tax authorized by the ordinance and levied pursuant to this ordinance or shall fail to properly remit such tax to the taxing authority, he shall be personally liable for such amount as he failed to collect or remit; Provided, that such hotel operator shall not be held liable for failure to collect such tax if the hotel operator can by good and substantial evidence prove the refusal of the purchaser to pay this tax despite the diligent effort in good faith of the hotel operator to collect the tax.

Section 4.6- Total Amount Collected to be Remitted

No profit shall accrue to any person as a result of the collection of the tax authorized under this ordinance. Notwithstanding that the total amount of such taxes collected by a hotel operator may be in excess of the amount for which a consumer would be liable by the application of the levy ~~of three (3) percent~~ imposed under Section 3.2 -- Rate of Tax for the occupancy of a hotel room or rooms, the total amount of all taxes collected by any hotel operator shall be remitted to the taxing authority as hereinafter provided.

Section 4.7- Tax Return and Payment

- (a) The tax authorized by this ordinance shall be due and payable in monthly installments on or before the fifteenth (15th) day of the calendar month next succeeding the month in which the tax accrued; Provided, that for credit in which the tax authorized by this ordinance is not collected by the hotel operator at the time of such sales, such tax shall not, for purposes of this ordinance, be regarded as having accrued until the date on which it is either received by the hotel operator or upon the expiration of the thirty (30) day payment period set forth ~~in~~ in Section 4.3 of this ordinance, whichever shall first occur. The hotel operator shall, on or before the fifteenth (15th) day of each month, prepare and deliver to the Treasurer of Jefferson County a return for the preceding month, in

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the form prescribed by the County Commission. Such form shall include all information necessary for the computation, collection and subsequent distribution of the tax as the County may require. A remittance for the amount of the tax due shall accompany each return. Each return shall be signed by the hotel operator or his duly authorized agent.

- (b) For this first month that the tax is delinquent, there shall be assessed a penalty in the amount of five ~~(5)~~ percent (5%) of the tax due for the delinquent period. For each additional month that the tax remains delinquent, there shall be further assessed an additional one ~~(1)~~ percent (1%) penalty per month until the tax is paid. No payment for a subsequent period shall be collected until all prior delinquent taxes have been paid in full with all penalties assessed thereto.

Section 4.8 -- Special Rule for Taxes Due in Amounts Less Than TEN DOLLARS (\$10.00) Per Month

In the event that the tax due for any reporting period is less than ten dollars (\$10.00), the reporting requirements as stated under Section 4.7 of this ordinance are hereby waived and no reporting shall be required until such time that the tax liability exceeds ten dollars (\$10.00).

Section 4.9 -- Keeping and Preserving of Records

Each hotel operator shall keep complete and accurate records of taxable sales and of charges, together with a record of the tax collected thereon, and shall keep all invoices and other pertinent documents in such form as the taxing authority may require. Such records and other documents shall be preserved for a period of not less than three (3) years, unless the taxing authority shall consent in writing to their destruction within that period or shall require that they be kept for a longer period. Such records shall be made available to the taxing authority upon demand in writing within a reasonable period of time.

Section 4.10- Liability of Officers

If the taxpayer is an association or corporation, the officer thereof actually participating in the management or operation of the association or corporation shall be personally liable, jointly and severally, for any default on the part of the association or corporation; and payment of tax, fines, additions to tax or penalties which may be imposed by state law, ~~city-municipal~~ ordinance, order of the County Commission or other authority may be enforced against such officers as against the association or corporation which they represent.

ARTICLE V- ADMINISTRATION

Section 5.1 -- General Procedure and Administration

The administrative procedure for the assessment, collection and refund of the tax authorized by this ordinance shall be established by the County to aid in the efficient administration of the tax and distribution of its proceeds.

Section 5.2 -- Proceeds of Tax: Application of Proceeds

- (a) Application of proceeds -- The net of the tax collected and remitted to the taxing

authority pursuant to this ordinance shall be deposited into the general revenue fund of the County and alter appropriation thereof shall be expended only as provided in subsection (b) and (c) of this section.

- (b) At least fifty ~~(50%)~~ percent (50%) of the net received during the fiscal year by the County, pursuant to requirement of the Code of the State of West Virginia shall be appropriated to a Convention and Visitor's Bureau approved by the Commission and established as required by state law.

~~(c)(6)~~ Permissible expenditures- After making the appropriation required by subsection (b) of this section, the remaining portion of the net revenues receivable during the fiscal year by the County, pursuant to this ordinance, may be expended for one or more of the purposes set forth in this subsection, but for no other purpose. The purposes for which expenditures may be made pursuant to this subsection are as follows:

- (1) The planning, construction, reconstruction, establishment, acquisition, improvement, renovation, extension, enlargement, equipment, maintenance, repair and operation of publicly owned convention facilities including, but not limited to, arenas, auditoriums, civic centers and convention centers;
- (2) The payment of principal or interest or both on revenue bonds issued to finance such convention facilities;
- (3) The promotion of conventions;
- (4) The construction or maintenance of public parks, tourist information centers and recreation facilities (including land acquisition); ~~or~~
- (5) The promotion of the arts; or
- (6) Historic sites.

The remaining fifty percent (50%) shall be allocated for permissible activities as follows: Jefferson County Parks & Recreation 45.0385%; Arts & Humanities Alliance 2.00005; and Jefferson County Historic Landmarks Commission 2.9615%.

ARTICLE VI-EXCLUSIONS

Section 6.1 - Exclusions

The following exclusions shall apply in the administration of this tax.

- (a) The term "consumer" shall not be construed to mean the government of the United States of America, its agencies or instrumentalities, or the government of the State of West Virginia or a political subdivision thereof;
- (b) Hotel room occupancy billed directly to the federal government shall be exempt from this tax.
- (c) Hotel room occupancy billed directly to the State of West Virginia or its political subdivision shall be exempt from this tax.

ARTICLE VII-PENALTIES

Section 7.1 Criminal Penalties

- (a) It shall be unlawful for any person to willfully refuse to collect or to pay the tax or to willfully refuse to make the return required to be made by this ordinance; or to willfully make any false or fraudulent return or false statement in any return with the Intent to defraud any taxing authority, or to willfully evade the payment of the tax, or any part thereof; or for any persons to willfully aid or abet another in any attempt to evade the payment of the tax, or any part thereof; or for any officer, partner or principal of any corporation or association to willfully make or willfully permit to be made for such corporation or association any false return, or any false statement in any return authorized by this ordinance, with the Intent to evade the payment of this tax.
- (b) Any person willfully violating any of the provisions of this ordinance shall for the first offense be guilty of a misdemeanor, and, upon conviction thereof, shall be fined not more than five hundred (\$500.00) or imprisoned for a period of not more than thirty (30) days, or both fined and imprisoned. For each offense after the first offense, such person shall be guilty of a felony, and, upon conviction thereof, shall be fined not less than one thousand (\$1,000.00) nor more than ten thousand dollars (\$10,000.00), or imprisoned in the penitentiary not less than one (1) nor more than three (3) years, or in the discretion of the Court be confined in the County Jail not more than one (1) year, or both fined and imprisoned.
- (c) Every prosecution for any offense arising under this ordinance shall be commenced within three (3) years after the offense was committed, notwithstanding any provision of this ordinance to the contrary.
- (d) Proceedings against any person under this section shall be initiated in the county of this state wherein such person resides if any element of the offense occurs in such county of residence, or if no element of the offense occurs in such county of residence, then in the county where the offense was committed.

ARTICLE VIII - SEVERABILITY

Section 8.1- Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance shall be declared invalid for any reason whatsoever such decision shall not affect the remaining portions of this ordinance which shall remain in force and effect, and for this purpose the revisions of this ordinance are hereby declared to be severable.

ARTICLE IX - ENACTMENT

Section 9.1- Effective Date

This ordinance shall take effect July 1, 1987.

Section 9.2- Enactment Date

Enacted and ordained by motion this 4th day of June, 1987 as recorded in Order Book Y, Page 91. See Section 9.3 – Amendments.

Section 9.3 – Amendments

This Ordinance may, from time to time, be amended by a majority of the members of the County Commission as they deem it necessary and appropriate.

- 1) Revised and ordered entered of record this 17th day of March, 1988, as recorded in Order Book Y, Page 244.
- 2) Amendment to the Jefferson County Hotel Occupancy Tax Ordinance Article III – INCORPORATION OF TAX Section 3.2 – Rate of Tax made to change the rate of tax imposed from three (3) percent to six (6) percent.

‘The rate of tax imposed shall be six (6) percent of the consideration paid for the use or occupancy of a hotel room. Such consideration shall not include the amount of tax imposed on the transaction under Article 15, Chapter 11, of the Code of West Virginia or charges for meals, valet service, room service, telephone service or other charges or consideration not paid for use or occupancy of a hotel room.’

Amended and ordered entered of record this 21st day of June, 2007, as recorded in Order Book EE, page 151. This amendment shall take effect July 1, 2007.

- 3) Revisions to incorporate language included in the provisions of Article 18, Chapter 7 of the Code of West Virginia, as amended.
 - a. ADOPTED: July 1, 1987
 - b. CORRECTED: April 5, 2018

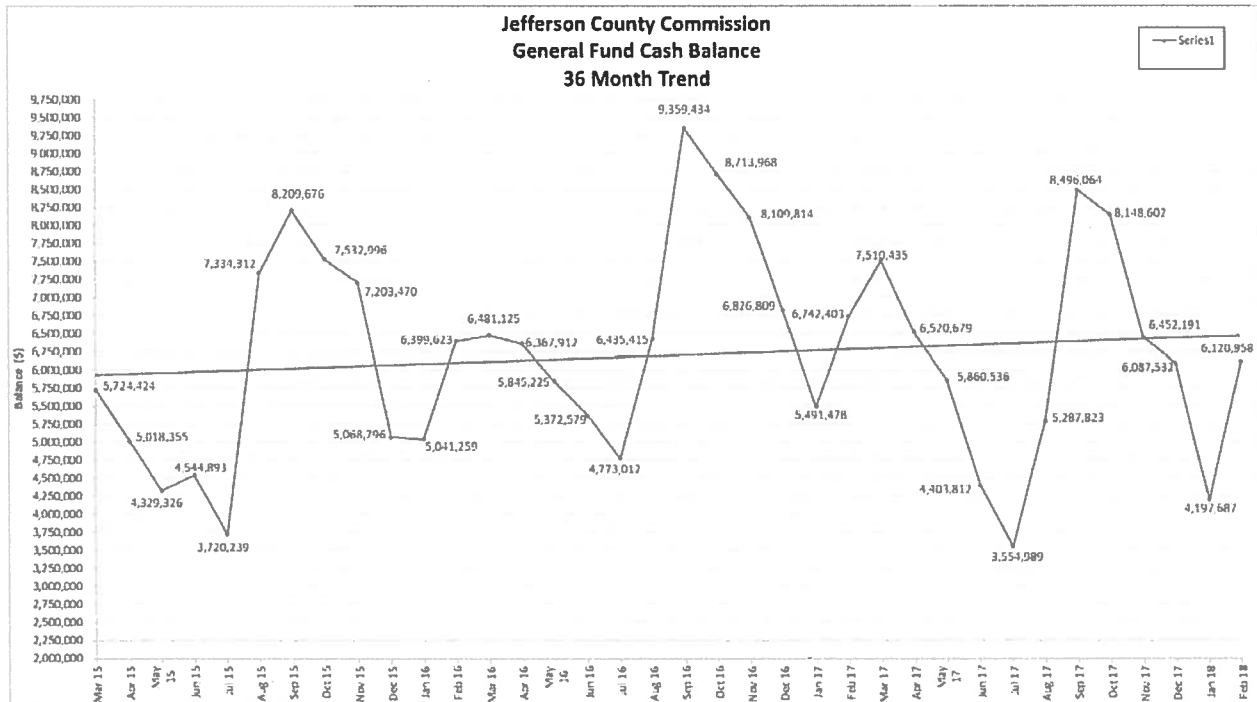
NOW THEREFORE, THIS ORDINANCE IS ENACTED AND ORDAINED BY MAJORITY VOTE OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA.

Given under my hand and seal this _____ day of _____, 2018.

Josh Compton, President

Jefferson County Commission
Cash Balances by Fund

Fund	Discription	02/28/2018
		Balance
001	General Operating	\$ 6,120,958
002	Coal Severance	191,107
003	Dog & Kennel	38,336
004	General School	-
005	Magistrate Court	23,943
006	Worthless Check	32,586
008	Home Confinement	27,671
009	Federal Grants	-
010	State Grant	2,501
023	Flood Mitigation	34,959
039	Waste Coal	8,464
056	Assessor Valuation	841,937
057	Farmland Protection	1
058	Financial Stabilization	610,013
059	Concealed Weapons	49,459
063	Voter Registration	212
074	Drug Forfeiture	19,188
075	Sub Division Bond Forfeiture	172
077	Teen Court	-
244	Bardane Public Health Center	-
246	Capital Outlay	4,203,050
247	Parks Land Fund	-
249	Impact Fees	1,780,305
315	State Police	60
369	Deputy Sheriff Retire	1
Total Cash all Funds		\$ 13,984,923



Jefferson County Commission
 FY18 General Fund Revenues and Expenditures
 As of 02/28/2018
 Expenditures by Department

	FY18 YTD		Budget	% Rec'd /Exp'd	FY17 YTD	YTD Actual	
	FY18 Budget	Actual as of 02/28/18	Variance Favorable / (Unfavorable)		Actual as of 02/28/17	FY18-FY17 Var Favorable / (Unfavorable)	% Rec'd /Exp'd
REVENUE							
AD VALOREM TAXES	13,744,400	11,193,856	(2,550,544)	81.44 %	10,191,734	1,002,122	9.83 %
TAX PENALTIES	295,000	221,741	(73,259)	75.17 %	218,313	3,428	1.57 %
PROPERTY TRANSFER TAX	773,000	646,513	(126,487)	83.64 %	504,391	142,122	28.18 %
GAS & OIL SEVERANCE TAX	99,000	62,174	(36,826)	62.80 %	58,840	3,334	5.67 %
HORSE & DOG RACING TAX	8,068	6,519	(1,549)	80.80 %	7,284	(765)	(10.50) %
WINE & LIQUOR TAX	37,000	16,082	(20,918)	43.46 %	34,248	(18,166)	(53.04) %
HOTEL OCCUPANCY TAX	695,787	513,142	(182,645)	73.75 %	541,274	(28,132)	(5.20) %
LICENSE/DECALS	65	34	(31)	52.31 %	32	2	6.25 %
BUILDING PERMIT FEES	245,000	122,935	(122,065)	50.18 %	90,333	32,602	36.09 %
MISC. RENTS	130	140	10	107.69 %	144	(4)	(2.78) %
FEDERAL GOV GRANTS	690,660	241,331	(449,329)	34.94 %	(3,944)	245,275	(6,218.94) %
FED PYMNT IN LIEU OF TAXS	16,000	-	(16,000)	-	-	-	-
SHERIFF'S SRVC OF PROCESS	18,700	13,870	(4,830)	74.17 %	13,275	595	4.48 %
SHERIFF EARNINGS	143,000	133,063	(9,937)	93.05 %	128,975	4,088	3.17 %
COUNTY CLERK'S EARNING	199,900	139,803	(60,097)	69.94 %	130,486	9,317	7.14 %
CIRCUIT CLERK'S EARNING	62,900	30,173	(32,727)	47.97 %	41,839	(11,666)	(27.88) %
PROSECUTING ATTY EARNINGS	1,400	1,090	(310)	77.86 %	1,029	61	5.93 %
ACCIDENT REPORTS	4,300	3,610	(690)	83.95 %	3,410	200	5.87 %
MAP SALES	3,200	45	(3,155)	1.41 %	962	(917)	(95.32) %
RENT - CONCESSIONS	360,715	13,855	(346,860)	3.84 %	800	13,055	1,631.88 %
AMBULANCE FEES	854,415	400,000	(454,415)	46.82 %	350,000	50,000	14.29 %
EMG COMM - 911 FEE	2,007,900	1,008,572	(999,328)	50.23 %	963,750	44,822	4.65 %
FRANCHISE FEES	533,300	262,411	(270,889)	49.21 %	252,542	9,869	3.91 %
IRP FEES-INTNATL REG PGM	15,100	10,056	(5,044)	66.60 %	7,874	2,182	27.71 %
JAIL FEES	98,000	112,557	14,557	114.85 %	69,244	43,313	62.55 %
INTEREST EARNED	31,945	20,925	(11,020)	65.50 %	22,230	(1,305)	(5.87) %
MISCELLANEOUS REVENUE	17,800	3,158	(14,642)	17.74 %	4,054	(896)	(22.10) %
SHERIFF'S COMMISSION	11,200	11,581	381	103.40 %	11,536	45	0.39 %
DEFEASANCE OF DEBT	40,227	40,226	(1)	100.00 %	-	40,226	-
CHARGES TO OTHER ENTITIES	70,097	70,098	1	100.00 %	-	70,098	-
DONATIONS FROM OTHR ENTITIES	36,265	36,320	55	100.15 %	-	36,320	-
CONTR/TRANS FROM OTHR FUNDS	-	-	-	100.00 %	-	-	-
REIMBURSEMENTS	279,200	261,138	(18,062)	93.53 %	293,623	(32,485)	(11.06) %
GEN SCHOOL FUND REIMB	264,000	148,525	(115,475)	56.26 %	111,328	37,197	33.41 %
TOTAL REVENUES	21,657,674	15,745,543	(5,912,131)	72.70 %	14,049,606	1,695,937	12.07 %
EXPENDITURES							
COUNTY COMMISSION	1,785,277	1,303,489	481,788	73.01 %	1,216,402	(87,087)	(7.16) %
COUNTY CLERK	719,326	450,281	269,045	62.60 %	447,323	(2,958)	(0.66) %
CIRCUIT CLERK	604,626	381,046	223,580	63.02 %	367,807	(13,239)	(3.60) %
SHERIFF AND TREASURER	571,366	362,487	208,879	63.44 %	354,128	(8,359)	(2.36) %
PROSECUTING ATTORNEY	1,810,599	1,137,026	673,573	62.80 %	1,138,498	1,472	0.13 %
ASSESSOR	528,057	340,368	187,689	64.46 %	352,492	12,124	3.44 %
ASSESSOR'S VALUATION FUND	523,476	314,637	208,839	60.11 %	285,782	(28,855)	(10.10) %
STATEWIDE COMPUTER NET	51,356	13,445	37,911	26.18 %	14,444	999	6.92 %
AGRICULTURAL AGENT	127,568	65,744	61,824	51.54 %	81,034	15,290	18.87 %
ELECTIONS COUNTY CLERK	356,922	150,951	205,971	42.29 %	242,671	91,720	37.80 %
MAGISTRATE COURT	2,000	1,281	719	64.05 %	1,244	(37)	(2.97) %
COURTHOUSE (MAINTENANCE)	1,044,079	645,389	398,690	61.81 %	752,912	107,523	14.28 %
OTHER BUILDINGS	596,200	355,485	240,715	59.63 %	294,236	(61,249)	(20.82) %
IT DATA PROCESSING	417,238	270,305	146,933	64.78 %	252,642	(17,663)	(6.99) %
REGIONAL DEVELOPMENT AUTH	19,795	19,794	1	99.99 %	19,794	-	-
ECONOMIC DEVELOPMENT	463,051	292,909	170,142	63.26 %	283,346	(9,563)	(3.38) %
ENGINEERING	1,491,458	863,834	627,624	57.92 %	898,363	34,529	3.84 %

Jefferson County Commission
 FY18 General Fund Revenues and Expenditures
 As of 02/28/2018
 Expenditures by Department

	FY18 YTD		Budget	% Rec'd /Exp'd	FY17 YTD	YTD Actual	
	FY18 Budget	Actual as of 02/28/18	Variance Favorable / (Unfavorable)		Actual as of 02/28/17	FY18-FY17 Var Favorable / (Unfavorable)	% Rec'd /Exp'd
CONTINGENCIES	79,989	-	79,989	-	-	-	-
SHERIFF LAW ENFORCEMENT	4,431,556	2,710,001	1,721,555	61.15 %	2,333,621	(376,380)	(16.13) %
SHERIFF SVC OF PROCESS	18,700	19,342	(642)	103.43 %	5,642	(13,700)	(242.82) %
REGIONAL JAIL	1,720,000	942,467	777,533	54.79 %	840,901	(101,566)	(12.08) %
HOMELAND SECURITY	291,825	157,324	134,501	53.91 %	146,238	(11,086)	(7.58) %
COMMUNICATIONS CENTER	1,977,650	1,145,515	832,135	57.92 %	1,191,200	45,685	3.84 %
FIRE DEPARTMENTS	665,000	665,000	-	100.00 %	370,000	(295,000)	(79.73) %
AMBULANCE AUTHORITY	2,848,808	1,889,129	959,679	66.31 %	1,534,853	(354,276)	(23.08) %
ANIMAL CONTROL	275,805	139,871	135,934	50.71 %	186,828	46,957	25.13 %
CENTRAL GARAGE	261,862	171,421	90,441	65.46 %	152,796	(18,625)	(12.19) %
HEALTH DEPARTMENT	79,550	-	79,550	-	-	-	-
SOLID WASTE AUTHORITY	15,600	-	15,600	-	-	-	-
PARKS AND RECREATION	711,369	388,530	322,839	54.62 %	413,049	24,519	5.94 %
ARTS AND HUMANITIES	13,916	9,134	4,782	65.64 %	10,112	978	9.67 %
HISTORICAL COMMISSION	20,606	13,525	7,081	65.64 %	14,973	1,448	9.67 %
VISITOR'S BUREAU	361,994	228,354	133,640	63.08 %	252,799	24,445	9.67 %
LIBRARIES	330,000	247,500	82,500	75.00 %	247,500	-	-
PUBLIC TRANSPORTATION	20,000	15,000	5,000	75.00 %	15,000	-	-
TOTAL EXPENDITURES	25,236,624	15,710,584	9,526,040	62.25 %	14,718,630	(991,954)	(6.74) %
NET PRIOR TO GAMING REVENUE	(3,578,950)	34,959	(3,613,909)		(669,024)	703,983	-105.23 %
TABLE GAMES	617,700	425,322	(192,378)	68.86 %	519,172	(93,850)	(18.08) %
VIDEO LOTTERY	3,020,000	2,150,708	(869,292)	71.22 %	2,293,506	(142,798)	(6.23) %
NET REVENUE LESS EXPENDITURES	58,750	2,610,989	2,552,239		2,143,654	467,335	21.80 %
TRANSFERS FROM / (TO) OTHER FUNDS							
TRANSFER TO CAPITAL OUTLAY FUND	(971,200)	(800,000)	171,200	82.37 %	(556,019)	243,981	(43.88) %
TRANSFER FROM (TO) COAL SEV FUND	70,000	50,000	(20,000)	71.43			
TRANS/ASSR VAL FUND	523,476	2,844	(520,632)	0.54 %	6,675	(3,831)	(57.39) %
TRANSFER FROM (TO) OTHER FUNDS	-	51,108	51,108		-	51,108	-
TOTAL TRANSFERS	(377,724)	(696,048)	(318,324)	154.34 %	(549,344)	291,258	(101.27) %
NET USE OF FUNDS - SURPLUS/ (DEFICIT)	(318,974)	1,914,941	2,233,915		1,594,310	758,593	
BEGINNING FUND BALANCE	4,598,827	4,598,827			5,453,076		
NET CHANGE IN FUND BALANCE	(318,974)	1,914,941			1,594,310		
ENDING FUND BALANCE	4,279,853	6,513,768			7,047,386		

Jefferson County Commission
 FY18 General Fund Revenues and Expenditures
 As of 02/28/2018
 General Fund Expenditures by Object Code

	Budget				YTD Actual		
	FY18 Budget	FY18 YTD Actual as of 02/28/18	Variance Favorable / (Unfavorable)	% Rec'd /Exp'd	FY17 YTD Actual as of 02/28/17	FY18-FY17 Var Favorable / (Unfavorable)	% Rec'd /Exp'd
REVENUES							
CHARGES FOR SERVICES	4,204,830	2,016,549	(2,188,281)	47.96 %	1,894,942	121,607	6.42 %
FINES AND FORFEITURES	98,000	112,557	14,557	114.85 %	69,244	43,313	62.55 %
INTERGOVERNMENTAL	706,660	241,331	(465,329)	34.15 %	(3,944)	245,275	(6,218.94) %
INTEREST EARNED	31,945	20,925	(11,020)	65.50 %	22,231	(1,306)	(5.87) %
LICENSES AND PERMITS	245,195	123,109	(122,086)	50.21 %	90,509	32,600	36.02 %
MISCELLANEOUS REVENUE	454,789	422,520	(32,269)	92.90 %	309,214	113,306	36.64 %
OTHER TAXES	5,250,555	3,820,460	(1,430,095)	72.76 %	3,958,714	(138,254)	(3.49) %
TRANSFERS	284,000	148,525	(135,475)	52.30 %	111,327	37,198	33.41 %
TAXES	14,039,400	11,415,597	(2,623,803)	81.31 %	10,410,047	1,005,550	9.66 %
TOTAL REVENUES	25,315,374	18,321,573	(6,993,801)	72.37 %	16,862,284	1,459,289	12.07 %
EXPENDITURES							
SALARIES	10,652,277	6,515,181	4,137,096	61.16 %	6,363,760	(151,421)	(2.38) %
FICA	803,632	475,629	328,003	59.18 %	465,772	(9,857)	(2.12) %
HEALTH INSURANCE	1,969,424	1,301,293	668,131	66.07 %	1,251,464	(49,829)	(3.98) %
RETIREMENT	1,098,907	678,857	420,050	61.78 %	710,278	31,421	4.42 %
TELEPHONE	227,616	131,815	95,801	57.91 %	137,420	5,605	4.08 %
PRINTING	20,900	7,316	13,584	35.00 %	8,591	1,275	14.84 %
UTILITIES	349,400	198,798	150,602	56.90 %	188,861	(9,937)	(5.26) %
TRAVEL	65,644	11,626	54,018	17.71 %	22,808	11,182	49.03 %
MAINT/REP BLDG & GRNDS	60,000	20,014	39,986	33.36 %	11,580	(8,434)	(72.83) %
MAINT/REP EQUIPMENT	187,108	70,753	116,355	37.81 %	69,155	(1,598)	(2.31) %
MAINT/REP AUTO	5,000	2,346	2,654	46.92 %	3,174	828	26.09 %
POSTAGE	131,512	83,942	47,570	63.83 %	84,566	624	0.74 %
BLDG/EQUIP RENTAL	27,190	15,290	11,900	56.23 %	54,447	39,157	71.92 %
ADVERTISING/LEGAL PUBS	38,756	14,048	24,708	36.25 %	17,445	3,397	19.47 %
TRAINING AND EDUCATION	52,726	15,205	37,521	28.84 %	16,253	1,048	6.45 %
DUES AND SUBSCRIPTIONS	45,062	30,782	14,280	68.31 %	48,619	17,837	36.69 %
PROFESSIONAL SERVICES	327,154	184,251	142,903	56.32 %	210,277	26,026	12.38 %
AUDIT COSTS	35,000	(17,695)	52,695	(50.56) %	-	17,695	-
INSURANCE AND BONDS	476,530	435,869	40,661	91.47 %	428,230	(7,639)	(1.78) %
COURT COSTS AND DAMAGES	1,500	-	1,500	-	15,000	15,000	100.00 %
CONTRACTED SERVICES	270,219	142,731	127,488	52.82 %	130,278	(12,453)	(9.56) %
BANK CHARGES	4,780	28	4,752	0.59 %	190	162	85.26 %
REMITTANCE FEES COLLECTED	830,168	400,000	430,168	48.18 %	350,000	(50,000)	(14.29) %
REFUNDING ERRONEOUS PMTS	950	312	638	32.84 %	600	288	48.00 %
INSURANCE PREMIUM RETIREE	78,700	49,008	29,692	62.27 %	49,816	808	1.62 %
MATERIALS AND SUPPLIES	507,254	315,146	192,108	62.13 %	224,455	(90,691)	(40.40) %
RECORD BOOKS	4,200	2,178	2,022	51.86 %	957	(1,221)	(127.59) %
AUTO SUPPLIES	150,000	114,313	35,687	76.21 %	85,087	(29,226)	(34.35) %
C/F PRISONRS REG JAIL FEE	1,720,000	942,467	777,533	54.79 %	840,901	(101,566)	(12.08) %
UNIFORMS	29,575	27,024	2,551	91.37 %	13,943	(13,081)	(93.82) %
CHARGES BY OTHR GOV UNITS	51,356	13,445	37,911	26.18 %	14,444	999	6.92 %
COMPUTER SOFTWARE	36,250	18,048	18,202	49.79 %	1,411	(16,637)	(1,179.09) %
COMPUTER HARDWARE	66,700	38,936	27,764	58.37 %	77,805	38,869	49.96 %
IT SUPPORT	57,290	36,929	20,361	64.46 %	34,732	(2,197)	(6.33) %
LICENSE AND ANNUAL FEES	61,178	50,370	10,808	82.33 %	41,453	(8,917)	(21.51) %
CAPITAL OUTLAY-EQUIPMENT	163,400	103,908	59,492	63.59 %	63,225	(40,683)	(64.35) %
CONTR/TRSFR OTHR GOV UNIT	4,260,432	3,088,413	1,172,019	72.49 %	2,543,133	(545,280)	(21.44) %
CONTR/TRSFR OTHER	263,845	192,008	71,837	72.77 %	138,500	(53,508)	(38.63) %
CONTINGENCY FOR EMERGENCIES	79,989	-	79,989	-	-	-	-
TOTAL EXPENDITURES	25,211,624	15,710,584	9,501,040	62.31 %	14,718,630	(938,446)	(6.74) %
NET REVENUE LESS EXPENDITURES	103,750	2,610,989	2,507,239		2,143,654	467,335	21.80 %
TRANSFERS FROM (TO) OTHER FUNDS							
TRANSFER TO CAPITAL OUTLAY FUND	(971,200)	(800,000)	(171,200)	82.37 %	(556,019)	243,981	(43.88) %
TRANSFER FROM (TO) COAL SEV FUND	50,000	50,000	-	100.00 %	-	(50,000)	-
TRANS/ASSR VAL FUND	523,476	2,844	520,632	0.54 %	6,675	3,831	57.39 %
TRANSFER FROM (TO) OTHER FUNDS	(25,000)	51,108	(76,108)		-	(51,108)	-
TOTAL TRANSFERS	(422,724)	(696,048)	273,507	182.92 %	(549,344)	146,718	13.51 %
NET USE OF FUNDS - SURPLUS/ (DEFICIT)	(318,974)	1,914,941	2,780,746		1,594,310	614,053	
BEGINNING FUND BALANCE	4,598,827	4,598,827			5,453,076		
NET CHANGE IN FUND BALANCE	(318,974)	1,914,941			1,594,310		
ENDING FUND BALANCE	4,279,853	6,513,768			7,047,386		

Jefferson County Commission
 FY18 General Fund Revenues and Expenditures
 Expenditures by Funding Source

	FY16 Actual	FY17 Actual	FY2018				FY17 YTD as of 02/28/2017	YTD Variance FY18-FY17
			Budget	FY18 YTD as of 02/28/2018	Budget Variance	%		
STATUTORY REVENUE & RELATED EXPENDITURES								
Statutory Revenues								
Tax Revenue	12,273,866	12,759,741	13,744,400	11,193,856	(2,550,544)	81.4%	10,191,734	1,002,122
911 Fee Revenue	1,852,675	1,859,007	2,007,900	1,008,572	(999,328)	50.2%	963,750	44,822
Total Statutory Revenues	14,126,541	14,618,748	15,752,300	12,202,428	(3,549,872)	77.5%	11,155,484	1,046,944
Statutory Expenditures								
County Commission	1,687,540	1,744,138	1,785,277	1,303,489	481,788	73.0%	1,216,402	(87,087)
County Clerk	720,816	697,793	719,326	450,281	269,045	62.6%	447,323	(2,958)
Circuit Clerk	596,132	569,916	604,626	381,046	223,580	63.0%	367,807	(13,239)
Sheriff and Treasurer	560,242	542,542	571,366	362,487	208,879	63.4%	354,128	(8,359)
Prosecuting Attorney	1,776,094	1,761,541	1,810,599	1,137,026	673,573	62.8%	1,138,498	1,472
Assessor	511,554	520,887	528,057	340,368	187,689	64.5%	352,492	12,124
Statewide Computer - Assessor	53,302	52,849	51,356	13,445	37,911	26.2%	14,444	999
Elections County Clerk	379,574	293,706	356,922	150,951	205,971	42.3%	242,671	91,720
Magistrate Court	2,257	2,303	2,000	1,281	719	64.1%	1,244	(37)
Courthouse (Maintenance)	1,171,924	1,119,985	1,044,079	645,389	398,690	61.8%	752,912	107,523
Regional Development Authority	19,795	19,794	19,795	19,794	1	100.0%	19,794	-
Sheriff Law Enforcement	3,637,393	3,722,266	4,431,556	2,710,001	1,721,555	61.2%	2,333,621	(376,380)
Regional Jail	1,195,973	1,507,475	1,720,000	942,467	777,533	54.8%	840,901	(101,566)
Homeland Security	229,555	233,099	291,825	157,324	134,501	53.9%	146,238	(11,086)
911 Center Expenditures								
Communications Center	1,831,615	1,840,282	1,977,650	1,145,515	832,135	57.9%	1,191,200	45,685
Comm Ctr (Est In Other Depts)	100,000	105,000	110,000	73,333	36,667	66.7%	55,000	(18,333)
Transfers to C/O Fund								
Courthouse (Maintenance)	-	232,549	60,000	-	60,000	0.0%	-	-
Prosecuting Attorney	-	979,944	-	-	-	-	377,531	377,531
County Clerk	-	-	92,712	-	92,712	0.0%	-	-
Elections County Clerk	-	178,488	178,488	178,488	-	100.0%	178,488	-
Sheriff's Law Enforcement	-	-	80,000	80,000	-	100.0%	-	(80,000)
911 / Homeland Security	-	-	560,000	541,512	18,488	96.7%	-	(541,512)
Total Statutory Expenditures	14,473,766	16,124,557	16,995,634	10,634,197	6,361,437	62.6%	10,030,694	(603,503)
Subtotal Net Tax Surplus/(Deficit)	(347,225)	(1,505,809)	(1,243,334)	1,568,231	(9,911,309)		1,124,790	1,650,447
DEDICATED REVENUE & RELATED EXPENDITURES								
Ambulance Fee Revenue								
Ambulance Fees	992,393	968,222	854,415	400,000	(454,415)	46.8%	350,000	50,000
Ambulance Fee Expenditures								
Fire Departments	420,000	595,000	665,000	665,000	-	100.0%	370,000	(295,000)
Jefferson County Emergency Services Agency	2,439,972	2,506,548	2,848,808	1,889,129	959,679	66.3%	1,534,853	(354,276)
Total Expenditures	2,859,972	3,101,548	3,513,808	2,554,129	959,679	72.7%	1,904,853	(649,276)
Subtotal Net Ambulance Surplus/(Deficit)	(1,867,579)	(2,133,326)	(2,659,393)	(2,154,129)	(1,414,094)		(1,554,853)	699,276
Hotel Tax Revenue								
Hotel Occupancy Tax	652,945	775,514	695,787	513,142	(182,645)	73.7%	541,274	(28,132)
Hotel Tax Expenditures								
Parks and Recreation	536,892	749,331	711,369	388,530	322,839	54.6%	413,049	24,519
Arts and Humanities	12,827	15,742	13,916	9,134	4,782	65.6%	10,112	978
Historical Commission	18,994	23,310	20,606	13,525	7,081	65.6%	14,973	1,448
Convention Visitor's Bureau	320,676	403,554	361,994	228,354	133,640	63.1%	252,799	24,445
Total Hotel Expenditures	889,389	1,191,937	1,107,885	639,543	468,342	57.7%	690,933	51,390
Subtotal Net Hotel Surplus/(Deficit)	(236,444)	(416,423)	(412,098)	(126,401)	(650,987)		(149,659)	(79,522)
Permit Fee Revenue								
Building Permit Fees	241,384	252,580	245,000	122,935	(122,065)	50.2%	90,333	32,602
Permit Fee Expenditures								
Engineering	1,441,885	1,391,517	1,491,458	863,834	627,624	57.9%	898,363	34,529
Subtotal Net Permit Surplus/(Deficit)	(1,200,501)	(1,138,937)	(1,246,458)	(740,899)	(749,689)		(808,030)	(1,927)
Service of Process Revenue								
Sheriff's Service of Process	19,255	17,915	18,700	13,870	(4,830)	74.2%	13,275	595
Service of Process Expenditures								
Sheriff's Service of Process	17,564	17,606	18,700	19,342	(642)	103.4%	5,642	(13,700)
Subtotal Net Process Surplus/(Deficit)	1,691	309	-	(5,472)	(4,188)		7,633	14,295
Assessor Valuation Fund Revenue								
Transfer from the Assessor's Valuation Fund	436,534	446,341	523,476	2,844	(520,632)	0.5%	6,675	(3,831)
Assessor Valuation Fund Expenditures								
Assessor's Valuation Fund	436,534	446,341	523,476	314,637	208,839	60.1%	285,782	(28,855)
Subtotal Net ASV Surplus/(Deficit)	-	-	-	(311,793)	(729,471)		(279,107)	25,024
Net Surplus/(Deficit) Before Other	(3,650,058)	(5,194,186)	(5,561,283)	(1,770,463)	(13,459,738)		(1,659,226)	2,307,593

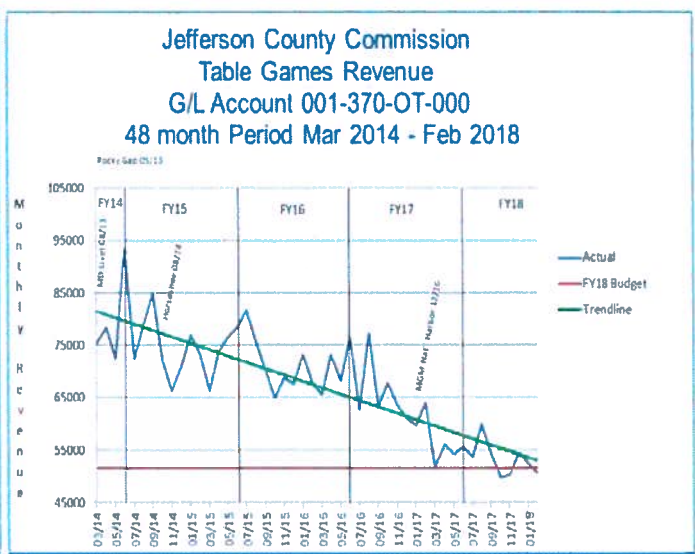
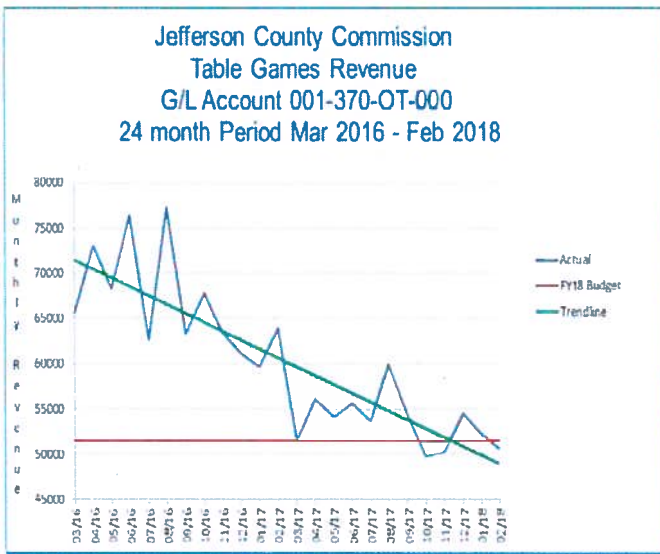
Jefferson County Commission
 FY18 General Fund Revenues and Expenditures
 Expenditures by Funding Source

	FY16 Actual	FY17 Actual	FY2018				FY17 YTD as of 02/28/2017	YTD Variance FY18-FY17
			Budget	FY18 YTD as of 02/28/2018	Budget Variance	%		
NON-DEDICATED REVENUE & EXPENDITURES								
Other Revenue								
Table Games	853,011	736,573	617,700	425,322	(192,378)	68.9%	519,172	(93,850)
Video Lottery	3,263,262	3,183,492	3,020,000	2,150,708	(869,292)	71.2%	2,293,506	(142,798)
Tax Penalties	285,246	294,779	295,000	221,741	(73,259)	75.2%	218,313	3,428
Property Transfer Tax	664,414	733,432	773,000	646,513	(126,487)	83.6%	504,391	142,122
Gas & Oil Severance Tax	95,320	58,840	99,000	62,174	(36,826)	62.8%	58,840	3,334
Horse & Dog Racing tax	12,545	11,735	8,068	6,519	(1,549)	80.8%	7,284	(765)
Wine & Liquor Tax	36,831	43,784	37,000	16,082	(20,918)	43.5%	34,248	(18,166)
Sheriff's Earnings	21,155	183,015	143,000	133,063	(9,937)	93.1%	128,975	4,088
Sheriff's Commission	11,563	11,536	11,200	11,581	381	103.4%	11,536	45
Jail Fees	97,813	69,244	98,000	112,557	14,557	114.9%	69,244	43,313
County Clerk's Earnings	201,959	195,778	199,900	139,803	(60,097)	69.9%	130,486	9,317
Circuit Clerk's Earnings	64,933	62,737	62,900	30,173	(32,727)	48.0%	41,839	(11,666)
Prosecuting Attorney Earnings	1,081	1,681	1,400	1,090	(310)	77.9%	1,029	61
License/ Decals	78	116	65	34	(31)	52.3%	32	2
Misc. Rents	142	152	130	140	10	107.7%	144	(4)
Federal Government Grants	177,112	230,177	690,660	241,331	(449,329)	34.9%	(3,944)	245,275
Payment in Lieu of Taxes-Federal	18,698	19,877	16,000	-	(16,000)	0.0%	-	-
Accident Reports	4,060	4,860	4,300	3,610	(690)	84.0%	3,410	200
Map Sales	2,685	1,764	3,200	45	(3,155)	1.4%	962	(917)
Rent - Concessions	46,975	334,290	360,715	13,855	(346,860)	3.8%	800	13,055
Franchise Fees	470,701	518,503	533,300	262,411	(270,889)	49.2%	252,542	9,869
IRP Fees	15,496	12,069	15,100	10,056	(5,044)	66.6%	7,874	2,182
Interest Earned	30,916	33,495	31,945	20,925	(11,020)	65.5%	22,230	(1,305)
Defeasance of Debt	-	19,827	40,227	40,226	(1)	100.0%	-	40,226
Charges to Other Entities	-	-	70,097	70,098	1	100.0%	-	70,098
Miscellaneous Revenue	15,986	3,663	17,800	3,158	(14,642)	17.7%	4,054	(896)
Filing Fees	-	10,752	-	-	-	-	-	-
Gain/Loss on Sale of Assets	33,750	1,150	-	-	-	-	-	-
Reimbursement / Other Revenue	406,969	219,517	279,200	261,138	(18,062)	93.5%	293,623	(32,485)
General School Fund Reimb	219,218	186,714	264,000	148,525	(115,475)	56.3%	111,328	37,197
Donations from Other Entities	-	-	36,265	36,320	-	100.2%	-	-
Transfers from Other Funds	-	-	-	-	-	100.0%	-	-
Transfers from Coal Severance Fund	-	-	70,000	50,000	(20,000)	71.4%	-	50,000
Total Non-Dedicated Revenues	7,051,919	7,183,552	7,799,172	5,119,198	(2,680,029)		4,711,918	370,960
Other Expenditures								
Agricultural Agent	115,880	122,585	127,568	65,744	61,824	51.5%	81,034	15,290
Other Buildings	556,735	535,397	596,200	355,485	240,715	59.6%	294,236	(61,249)
IT Data Processing	274,039	389,961	417,238	270,305	146,933	64.8%	252,642	(17,663)
Economic Development	413,552	471,371	463,051	292,909	170,142	63.3%	283,346	(9,563)
Contingencies	-	-	79,989	-	79,989	0.0%	-	-
Animal Control	319,140	299,184	275,805	139,871	135,934	50.7%	186,828	46,957
Central Garage	239,280	256,812	261,862	171,421	90,441	65.5%	152,796	(18,625)
Health Department	-	77,400	79,550	-	79,550	0.0%	-	-
Solid Waste Authority	-	-	15,600	-	15,600	0.0%	-	-
Libraries	250,000	330,000	330,000	247,500	82,500	75.0%	247,500	-
Public Transportation	10,275	20,000	20,000	15,000	5,000	75.0%	15,000	-
Transfer to Financial Stabilization Fund	-	610,013	-	-	-	-	-	-
Transfers to Other Funds	-	5,397	-	(51,108)	51,108	-100.0%	-	51,108
Transfer to Capital Outlay Fund	43,781	1,390,981	971,200	800,000	171,200	82.4%	556,019	(243,981)
Less: Trfers for Elect, Comm Ctr & Sheriff	-	(1,390,981)	(971,200)	(800,000)	(171,200)	82.4%	(556,019)	243,981
Less: 911 Comm Center Est of Operating	(100,000)	(105,000)	(110,000)	(73,333)	(36,667)	66.7%	(55,000)	18,333
Total Non-Dedicated Expenditures	2,122,682	3,013,120	2,556,863	1,433,794	1,123,069	56.1%	1,458,382	24,588
Net Surplus/(Deficit) of Revenues over Expenditures	1,279,179	(1,023,754)	(318,974)	1,914,941	(17,262,836)		1,594,310	2,653,965
GRAND TOTAL REVENUES	23,520,971	24,262,872	25,888,850	18,374,417	(7,514,488)	71.0%	16,868,959	1,469,138
GRAND TOTAL EXPENDITURES	22,241,792	25,286,626	26,207,824	16,459,476	9,748,348	62.8%	15,274,649	(1,184,827)
Net Surplus/(Deficit) of Revenues over Expenditures	1,279,179	(1,023,754)	(318,974)	1,914,941	(17,262,836)		1,594,310	2,653,965
BEGINNING FUND BALANCE	4,343,402	5,622,581	4,598,827	4,598,827			5,622,581	
NET CHANGE INFUND BALANCE	1,279,179	(1,023,754)	(318,974)	1,914,941			1,594,310	
ENDING FUND BALANCE	5,622,581	4,598,827	4,279,853	6,513,768			7,216,891	
FUND BALANCE AS A % OF OPERATING EXP	25.28%	18.19%	16.33%	39.57%			47.25%	

	Act Rev	Est Rev	Budget	Act % Inc/(Dec)	Avg Mo	Decrease from FY12	
						%	Cumulative
FY12	1,596,516	1,596,516	920,000	35.2%	133,043		
FY13	1,556,473	1,556,473	1,800,000	-2.5%	129,706		(40,043)
FY14	1,032,251	1,032,251	1,163,539	-33.7%	86,021		(564,265)
FY15	891,153	891,153	943,444	-13.7%	74,263	-44.2%	(705,363)
FY16	853,009	853,009	790,000	-4.3%	71,084	-46.6%	(743,507)
FY17	736,572	736,572	740,000	-13.2%	61,381	-53.9%	(859,944)
FY18	425,323	622,115	617,700	-16.5%	51,843	-61.0%	(974,401)
FY19			544,200	-11.9%			
			Avg Dec FY15-18	-11.9%			(3,887,523)
			Act Dec FY17-18	-15.5%			

Table Games Revenue
FY18 Projected Revenue

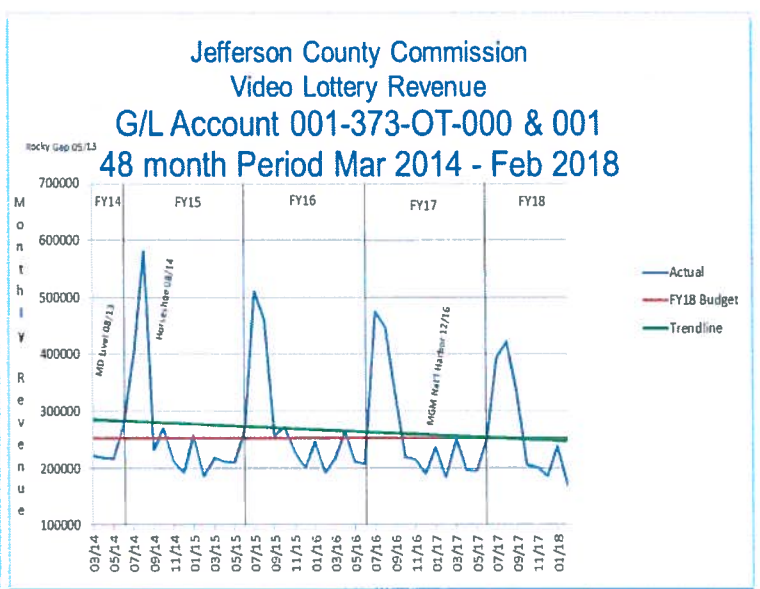
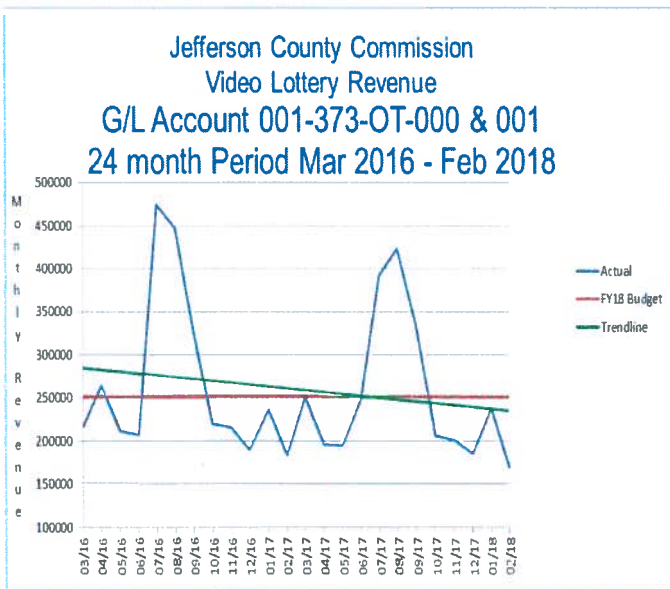
Month	Actual Rev	Estimated Chg/Mo	Estimated Revenue/Mo	Est. FY18 Total Revenue	FY18 Budget	Projected Variance	Decrease Over PY
07/17	53,701						-14.3%
08/17	59,890						-22.5%
09/17	54,381						-14.0%
10/17	49,752						-26.6%
11/17	50,293						-20.8%
12/17	54,557						-10.7%
01/18	52,195						-12.5%
02/18	50,554						-20.9%
03/18	-	-9.6%	45,695				
04/18	-	8.0%	49,341				
05/18	-	-2.4%	48,139				
06/18	-	11.4%	53,617				
Totals	425,323		196,792	622,115	617,700	4,415	



	Actual Rev	Est Rev	Budget	Act % Inc/(Dec)	Avg Mo	Change from FY12	
						%	Cumulative
FY12	4,269,886	4,269,886	4,700,000	3.6%	355,824		
FY13	3,632,491	3,632,491	4,100,000	-14.9%	302,708		(637,395)
FY14	3,365,543	3,365,543	3,303,301	-7.3%	280,462		(904,343)
FY15	3,237,305	3,237,305	3,224,793	-3.8%	269,775	-24.2%	(1,032,581)
FY16	3,263,264	3,263,264	3,114,553	0.8%	271,939	-23.6%	(1,006,622)
FY17	3,183,192	3,183,192	3,140,000	-2.5%	261,667	-26.5%	(1,086,694)
FY18	2,150,707	2,968,763	3,020,000	-5.1%	251,667	-29.3%	(1,249,886)
FY19			2,941,500	-2.6%			
		Avg Dec FY15-18		-2.6%			(5,917,521)
		Avg Dec FY12-18		-4.2%			

Video Lottery Revenue
FY18 Projected Revenue

Month	Actual Rev	Estimated Chg/Mo	Estimated Revenue/Mo	Est. FY18 Total Revenue	FY18 Budget	Projected Variance	Decrease Over PY
07/17	393,297						-7.0%
08/17	422,797						-3.0%
09/17	333,037						28.6%
10/17	206,494						-19.5%
11/17	201,288						-5.3%
12/17	185,213						-5.9%
01/18	238,667						-4.1%
02/18	169,914						-4.2%
03/18	-	19.5%	202,257				
04/18	-	-0.8%	200,498				
05/18	-	-4.8%	189,553				
06/18	-	17.1%	225,748				
Totals	2,150,707		818,056	2,968,763	3,140,000	(171,237)	





AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **April 5, 2018**

If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)

Date Requested – 2nd Choice: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*):

Discussion o Courthouse Storm Windows – Discussion/Action

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? **Y/N** [Click here to enter text.](#)

If so, how much? **\$**[Click here to enter text.](#)

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain: [Click here to enter text.](#)

Is equipment needed? **Projector** **Y/N** [Click here to enter text.](#) **Internet/Wi Fi** **Y/N** [Click here to enter text.](#)

Telephone for conference call **Y/N** [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Patsy Noland**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment: 15 minutes.

Date Requested – 1st Choice: **April 5, 2018**

If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)

Date Requested – 2nd Choice: [Click here to enter text.](#)

Subject (Wording to be placed on agenda): **Region 9 Broadband Planning Grant.**

Please provide the County Commission with a description of your request or presentation, including any background information: **Region 9 Planning Development Authority has recently learned that Jefferson County is eligible to receive a broadband planning grant to hire technical expertise to provide a roadmap for future broadband deployment countywide. It was previously believed that a county had to meet income eligibility guidelines, but during the implementation meeting with Morgan County, it was learned that the income eligibility does not apply to counties. The grant would be used for broadband planning. Eligibility has always been an issue for Jefferson County, but this particular grant is not conditioned upon income eligibility. Region 9 will administer the grant. The deadline last year was October 30, and there are public meeting requirements, so the process needs to be started soon. Getting a planning grant does not guarantee funding for implementation, however, it would allow us to have a company with technical expertise look at the existing assets, connectivity, and give the county a deeper review and a plan for the future in more detail than what has been done in the past. Furthermore, just about every grant authority has broadband as a priority in it next year.**

Is this a funding request? Y/N **No**

If so, how much? [Click here to enter text.](#)

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

I move to authorize Region 9 staff to move forward with the Broadband Planning Grant for Jefferson County.

Attach supporting documents for request, or request may be denied.

If not attached, explain: [See attachments](#)

Contact information: Patsy Noland

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

NAME OF LOCAL GOVERNMENT
BROADBAND PROJECT NAME

THIS SAMPLE IS PROVIDED AS A GUIDE. PLEASE REVIEW CAREFULLY AND MODIFY ACCORDING TO LOCAL REQUIREMENTS. EDIT AS NEEDED TO COMPLY WITH ANY LOCAL PROCUREMENT GUIDELINES.

Request for Proposal RFP

Broadband Project Name

PROPOSALS OPENED: Date and Time 30-45 Days from Date of Release

All questions concerning this RFP must be submitted in writing (email is acceptable) by **1:00 PM EST of INSERT DATE** and addressed to:

Local Government

Local Government Official or Designee, Title

Street Address

Email Address

Proposals must be received by the date and time stated above or they will remain unopened and returned. No allowance will be made for postmark or error in delivery to incorrect address.

RFP Documentation and any Questions Submitted to the [Local Government] can also be viewed at **Insert Website if Applicable**

Proposals shall be prepared at the bidder's expense and becomes a [Local Government] record and therefore public record. Submit _____ copies of the proposal, including one original (clearly marked "ORIGINAL"), and one copy in WORD software or PDF on CD/Flash Drive, shall be submitted in a sealed container. The face of the container shall be clearly marked in the lower left corner as follows:

RFP#: _____

Broadband Project Name

Proposals must be submitted to:

Local Government

Local Government Official or Designee, Title

Street Address

City, WV *zip Phone

Proposal should include and will be evaluated based on:

1. Cover Sheet (Provided)
2. General Vendor Information Sheet (Provided)
3. Customer Reference Form (Provided)
4. Demonstrated Understanding of Scope of Work
5. Qualifications and Experience
6. Approach, Methodology and Timeline for Achieving Scope of Work
7. Company Resources and Project Team
8. Relevant Experience
9. Proof of insurance as described in Vendor Qualifications
10. Fee Schedule and Cost Proposal
11. Any other local requirements

Milestone	Date
Release RFP to Vendors	Date
Vendor Questions (if any)	Insert Date within Two Weeks of Release Date
Answers to RFP Questions	Insert Date within One Week of Vendor Questions Date
Proposal Responses Due	Insert Date and Time EST
Proposal Responses Opened	Insert Date and Time EST
Vendor Selection (target)	Insert Date and Time EST
Contract Negotiations Complete	Insert Date and Time EST
Contract Signed	Insert Date and Time EST
Work Begins	Insert Date and Time EST

Evaluation Criteria	Points [Edit as Needed]
Qualifications and Experience	30
Approach, Methodology and Timeline	20
Company Resources and Project Team	20
Fee Schedule and Cost Proposal	30

OVERVIEW

The [LOCAL GOVERNMENT] seeks qualified vendors to conduct a broadband feasibility study. Broadband is high speed Internet that achieves a minimum of 25 Mbps download speed and 3Mbps upload speed. This project is funded through a CDBG grant, under HUD regulations for Planning and Capacity Building, 24 CFR 570.205. The selected firm will be required to comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246, Section 109 of the Housing and Urban Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Conflict of Interest Statement and Access to Records provisions and all other requirements as related to HUD-funded projects. The project will be implemented by a local project management team. Additional resources will be obtained through the West Virginia Broadband Enhancement Council and the State Office of GIS Coordination. The team will provide oversight and direction to the consulting entity selected.

BACKGROUND

Provide overview of project location, demographic data, population, average income, major employment sectors, educational and medical facilities, overview of unserved or underserved status, minimum speed, known service options.

APPROACH, METHODOLOGY AND TIMELINE

Provide a review of objectives for the scope of work and an overview of the planned approach, methodology and timeline. All project activities must be completed no later than: June 30, 2019.

SPECIAL REQUIREMENTS

- a. Experience in broadband policy development; broadband infrastructure development; and broadband project management with state and local government agencies in the past three years.
- b. Skills, technical resources and capabilities, experience and expertise in broadband development program of comparable scope and scale.
- c. Knowledge of related state and federal laws and requirements.
- d. Excellent technical depth and ability to convey technical concepts to non-technical audiences.

JURISDICTION OF GENERATED DATA

All materials, maps, reports and data generated through this project shall remain the property of the local government. Data will also be provided to the State of West Virginia, West Virginia Broadband Enhancement Council, in electronic and paper format.

ASSISTANCE TO BE PROVIDED

The [LOCAL GOVERNMENT] will provide: The location of communications towers in the county/region; access to GIS data, including maps showing telecommunications assets as reported to the State Office of GIS Coordination; FiberLocator data; and internet speed test data as reported by the West Virginia Speed Test Portal via the West Virginia Broadband Enhancement Council.

SCOPE OF WORK AND DELIVERABLES

This project will result in the production of a conceptual and strategic broadband development plan to support future infrastructure/implementation project(s) with a clear strategy and preliminary application(s) for funding. Specific components and deliverables must include:

- a. **Technical Analysis:** Research existing public and private sector internet infrastructure, technology, and assets within the project area; develop an inventory and provide recommendations for expanding broadband services to residents and businesses. Identify potential network routes and interconnection points, existing and possible infrastructure recommendations to support and maximize service utilizing regional assets.
- b. **Market Analysis:** Compile and analyze information on needs and usage, perform a gap analysis of existing services, identify trends by existing and potential residential and business users and anchor institutions.
- c. **Current Use Analysis:** Utilize the WV Speed Test Portal, surveys and other methods to evaluate presence and level of internet service among stakeholders. Identify unserved and underserved areas.
- d. **Connectivity Solutions:** Provide strategic guidance in planning broadband connectivity projects.

- e. **Broadband Development Strategies:** Develop a communications and outreach strategy to engage public and private stakeholders, internet service providers and related groups.
- f. **Preliminary Design and Cost Estimates:** Develop strategy and concept for network design, outline type(s) of technology; identify rights-of-way, describe network specifications and structural options. Include preliminary cost estimates for construction of proposed solutions. Include GIS mapping of the following: a) existing infrastructure, b) areas of need, and c) proposed infrastructure routes of connectivity solutions (base mapping will be provided).
- g. **Network Operation Options:** Provide an assessment of the telecommunications environment detailing the types of services, pricing, availability and limitations. Identify all service providers. Investigate willingness to collaborate. Review viable technical and delivery methods as allowed by state and federal law.
- h. **Technical Broadband Development Plan:** Develop a technical broadband development plan that includes: an assessment of service territories, backhaul routes, interconnection points, suggested routes, capacity, providers, technical and delivery models, market analysis, expansion strategies, cost estimates, funding resources, best practices, and other appropriate factors to address barriers at local and regional levels, with an emphasis on unserved and underserved areas.
- i. **Gap Analysis:** Evaluate the current environment against current and future needs. Include all stakeholders defined in the project. Determine the economic and community impact of broadband issues, including evaluation of key issues limiting broadband expansion.
- j. **Preliminary Infrastructure Application(s):** Identify funding sources and incorporate requirements to provide basis for a grant/loan application to support project implementation. Develop a phased approach to project development and assist [LOCAL GOVERNMENT] in the development of conceptual/preliminary application(s) for infrastructure funding. Possible funding sources may include, but not be limited to, U.S. Department of Agriculture, U.S. Economic Development Administration, Appalachian Regional Commission, U.S. Department of Housing and Urban Development, and other public and private funding sources.

SELECTION PROCESS

INSERT LOCAL GOVERNMENT SELECTION PROCESS

SELECTION CRITERIA

Vendors will be evaluated on the following criteria:

1. Understanding of Scope of Work: Direct industry experience is a fundamental requirement of the vendor to ensure viability of proposed strategies. This experience must be documented specifically in the proposal.
2. Qualifications and Experience: The [LOCAL GOVERNMENT] prefers firms with experience in the development of broadband infrastructure on behalf of government entities. Vendor must have direct past experience working within the telecommunications or broadband industry (carrier or internet service provider) in a network planning, design and business development capacity.
3. Approach, Methodology and Timeline: Capacity to perform the work within the given time limitations. Services proposed, how the local government will be involved in the planning and design process and the overall approach to the project.
4. Company Resources and Project Team: Professional qualifications and experience of project team. Vendor is specifically advised that any person, firm or other party to whom it proposes to award a subcontract or purchase order under this contract must be acceptable to the [LOCAL GOVERNMENT].
5. Relevant Experience: Knowledge of State and Federal telecommunications laws and familiarity with West Virginia CDBG program. Names and contact information of clients for whom the Consultant has worked in a similar capacity within the last 3 years.
6. Vendor Qualifications: Vendor must have the authority to do business in the State of West Virginia and be properly insured.
7. Fee Schedule and Cost Proposal.
8. Insert any other required local government conditions and directions as needed to fully address local needs and requirements.

Client Reference Form (Include Information for Three References)

Client Name	
Reference Name	
Title	
Office Phone Number	
Cell Phone Number	
Email Address	
Mailing Address	
Customer Size/Service Area	
Start Date	
End Date	
Contract Amount	

Client Name	
Reference Name	
Title	
Office Phone Number	
Cell Phone Number	
Email Address	
Mailing Address	
Customer size service	
Start Date	
End Date	
Contract Amount	

Client Name	
Reference Name	
Title	
Office Phone Number	
Cell Phone Number	
Email Address	
Mailing Address	
Customer Size/Service Area	
Start Date	
End Date	
Contract Amount	

General Vendor Information Sheet

Name of parent company	
Length of time in business	
Length of time in business of providing proposed service	
Gross revenue for the prior fiscal year	
Percentage of gross revenue generated by proposed	
Total number of clients	
Total number of clients in the proposed service area	
Number of public sector clients	
Number of full-time personnel in:	
Consulting	
Sales, marketing, and administrative support	
Internet fiber-optic technical staff	
Other (please note relevant staff)	
Where is your headquarters located? Field offices?	
Which office would service this account?	
Other significant statistics related to creating feasibility projects during the past year	

If the vendor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. In the space provided below, submit full details of all terminations for default experienced by the vendor during the past **five years**, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The [LOCAL GOVERNMENT] will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

Proposal Cover Sheet

Name of Company	
Address of Home Office	
City of Home Office	
State of Home Office	
County of Home Office	
Zip Code of Home Office	
Phone Number of Home Office	
Federal EIN	
State EIN	

Contact Name:

Contact Office Phone Number:

Contact Cell Phone Number:

Contact Email Address:

"Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following the proposal due date and will become part of the contract that is negotiated with the [LOCAL GOVERNMENT]."

Minority and/or female-owned businesses are encouraged to apply. The _____ an equal opportunity employer and does not discriminate on the basis of race, color, creed, national origin or against faith-based organizations.





AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name: **Stephanie Grove, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **April 5, 2018**

If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)

Date Requested – 2nd Choice: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*):

PSD Audit – Discussion/Action

Set date and time for Meet and Greet – Discussion/Action

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? Y/N [Click here to enter text.](#)

If so, how much? \$ [Click here to enter text.](#)

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain: [Click here to enter text.](#)

Is equipment needed? Projector Y/N [Click here to enter text.](#) Internet/Wi Fi Y/N [Click here to enter text.](#)

Telephone for conference call Y/N [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

**NOTICE OF SPECIAL SESSION OF THE COUNTY COMMISSION OF
JEFFERSON COUNTY TO LAY THE LEVY**

The County Commission of Jefferson County, will hold a Special Session on Tuesday, April 17, 2018, at 9:30 a.m. in the County Commission Meeting Room located at the Old Charles Town Library Meeting Room, 200 E. Washington Street, Charles Town, West Virginia 25414.

The purpose of the Special Session is to officially Lay the Levy.

A copy of the Jefferson County Commission Levy Estimate (Budget) Fiscal Year 2019 may be obtained at the offices of the County Commission of Jefferson County, 124 E. Washington Street, Charles Town, WV, or on the County website at: www.jeffersoncountywv.org

The public is invited to attend.

**By Order of the County Commission of Jefferson County
Josh Compton, President**

WEST VIRGINIA LOTTERY

WEEKLY SETTLEMENT FOR CHARLES TOWN

Week Ending Date	FY18 March 24, 2018
To Be Deposited On	March 30, 2018
Amount Played	\$ 53,747,079.14
Amount Won	48,120,883.47
Amount Promo	444,847.00
MWAP Contribution	<u>-</u>
Adjusted Gross Terminal Revenue	<u>\$ 5,181,348.67</u>
Administrative Costs @ 4%	-
Excess Lottery Fund @ 4%	<u>207,253.94</u>
Net Terminal Revenue	<u>\$ 4,974,094.73</u>
Surcharge @ 10%	497,409.48
State Share Excess @ 58% & 10% of 42%	309,388.70
Track Share of Capital Reinvestment @ 90% of 42%	<u>188,020.78</u>
Track Share of Capital Reinvestment @ 96%	180,499.95
Track Share of Capital Reinvestment @ 4%	7,520.83
Adjusted Net Terminal Revenue	<u>\$ 4,476,685.25</u>
Racetrack @ 46.50% / 42%	1,880,207.81
Lottery Fund @ 30% / 0%	-
Excess Lottery Fund @ 0% / 41%	1,835,440.91
Excess Lottery Fund @ 12.85% / 9.55%	427,523.45
Racetrack Purses @ 90% of 7% / 4%	161,160.67
Employee Pension @ 1% / 0.5%	22,383.43
Greyhound Development @ 90% of 0.75%	30,217.63
Thoroughbred Development @ 90% of 0.75%	30,217.63
County / Municipality @ 2%	<u>89,533.72</u>
	<u>\$ 4,476,685.25</u>

WEST VIRGINIA LOTTERY
Charles Town
County / Municipality Split
Fiscal Year 2018

Charles Town
1999 Net Terminal Revenue \$ 45,603,174
Benchmark Goal @ 2% \$ 912,063.48

Date	2% of Adj. Net Revenue	Jefferson County	Five Municipalities	Bolivar 7.93%	Charles Town 39.90%	Harpers Ferry 2.17%	Ranson 33.68%	Shepherdstown 16.32%
1 day ending: 7/1/2017	\$ 23,688.48	\$ 23,688.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending: 7/8/2017	125,588.96	125,588.96	-	-	-	-	-	-
7/15/2017	99,148.44	99,148.44	-	-	-	-	-	-
7/22/2017	98,965.20	98,965.20	-	-	-	-	-	-
7/29/2017	108,161.52	108,161.52	-	-	-	-	-	-
8/5/2017	104,979.36	104,979.36	-	-	-	-	-	-
8/12/2017	100,184.16	100,184.16	-	-	-	-	-	-
8/19/2017	101,813.88	101,813.88	-	-	-	-	-	-
8/26/2017	97,669.16	97,669.16	-	-	-	-	-	-
9/2/2017	111,442.08	81,653.20	29,788.88	2,362.26	11,885.76	646.42	10,032.89	4,861.55
9/9/2017	110,669.96	55,334.98	55,334.98	4,388.06	22,078.66	1,200.77	18,636.82	9,030.67
9/16/2017	88,536.00	44,268.00	44,268.00	3,510.45	17,662.93	960.62	14,909.46	7,224.54
9/23/2017	92,140.24	46,070.12	46,070.12	3,653.36	18,381.98	999.72	15,516.42	7,518.64
9/30/2017	108,018.60	54,009.30	54,009.30	4,282.94	21,549.71	1,172.00	18,190.33	8,814.32
10/7/2017	97,398.00	48,699.00	48,699.00	3,861.83	19,430.90	1,056.77	16,401.82	7,947.68
10/14/2017	100,794.72	50,397.36	50,397.36	3,996.51	20,108.55	1,093.62	16,973.83	8,224.85
10/21/2017	89,091.32	44,545.66	44,545.66	3,532.47	17,773.72	966.64	15,002.98	7,269.85
10/28/2017	100,178.24	50,089.12	50,089.12	3,972.07	19,985.56	1,086.93	16,870.02	8,174.54
11/4/2017	104,082.64	52,041.32	52,041.32	4,126.88	20,764.49	1,129.30	17,527.51	8,493.14
11/11/2017	97,182.64	48,591.32	48,591.32	3,853.29	19,387.94	1,054.43	16,365.56	7,930.10
11/18/2017	83,246.28	41,623.14	41,623.14	3,300.72	16,607.63	903.22	14,018.67	6,792.90
11/25/2017	109,070.12	54,535.06	54,535.06	4,324.63	21,759.49	1,183.41	18,367.41	8,900.12
12/2/2017	90,719.44	45,359.72	45,359.72	3,597.02	18,098.53	984.31	15,277.15	7,402.71
12/9/2017	77,156.36	38,578.18	38,578.18	3,059.25	15,392.69	837.15	12,993.13	6,295.96
12/16/2017	76,210.64	38,105.32	38,105.32	3,021.75	15,204.02	826.89	12,833.87	6,218.79
12/23/2017	83,337.28	41,668.64	41,668.64	3,304.32	16,625.79	904.21	14,034.00	6,800.32
12/30/2017	123,099.96	61,549.98	61,549.98	4,880.91	24,558.44	1,335.64	20,730.03	10,044.96
1/6/2018	99,590.00	49,795.00	49,795.00	3,948.74	19,868.21	1,080.55	16,770.96	8,126.54
1/13/2018	74,703.40	37,351.70	37,351.70	2,961.99	14,903.33	810.53	12,580.05	6,095.80
1/20/2018	79,629.00	39,814.50	39,814.50	3,157.29	15,885.99	863.97	13,409.52	6,497.73
1/27/2018	83,234.60	41,617.30	41,617.30	3,300.25	16,605.30	903.10	14,016.71	6,791.94
2/3/2018	82,591.80	41,295.90	41,295.90	3,274.77	16,477.06	896.12	13,908.46	6,739.49
2/10/2018	77,290.48	38,645.24	38,645.24	3,064.57	15,419.45	838.60	13,015.72	6,306.90
2/17/2018	81,659.64	40,829.82	40,829.82	3,237.80	16,291.10	886.01	13,751.48	6,663.43
2/24/2018	109,459.44	54,729.72	54,729.72	4,340.07	21,837.16	1,187.63	18,432.97	8,931.89
3/3/2018	97,361.16	48,680.58	48,680.58	3,860.37	19,423.55	1,056.37	16,395.62	7,944.67
3/10/2018	96,736.80	48,368.40	48,368.40	3,835.61	19,298.99	1,049.60	16,290.48	7,893.72
3/17/2018	94,595.04	47,297.52	47,297.52	3,750.69	18,871.71	1,026.36	15,929.80	7,718.96
3/24/2018	89,533.72	44,766.86	44,766.86	3,550.01	17,861.98	971.44	15,077.48	7,305.95
Sub Total	\$ 3,668,958.76	\$ 2,290,511.12	\$ 1,378,447.64	\$ 109,310.88	\$ 550,000.62	\$ 29,912.33	\$ 464,261.15	\$ 224,962.66

Benchmark Goal \$ 912,063.48

Remainder until split \$ -

VIDEO LOTTERY REPORT
FY 2014

FY 2014		FY 2015		FY 2016		FY 2017		FY 2018	
Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
7/6/2013	123,196.88	7/5/2014	106,819.12	7/4/2015	89,446.56	7/1-2/2016	51,477.36	7/1/2017	23,688.48
7/13/2013	128,060.40	7/12/2014	111,792.16	7/11/2015	119,132.68	7/9/2016	125,605.24	7/8/2017	125,588.96
7/20/2013	115,128.84	7/19/2014	116,320.32	7/18/2015	112,706.24	7/16/2016	107,876.48	7/15/2017	99,148.44
7/27/2013	123,049.56	7/26/2014	112,502.48	7/25/2015	109,356.88	7/23/2016	107,196.20	7/22/2017	98,965.20
8/3/2013	116,180.80	8/2/2014	117,145.12	8/1/2015	119,089.60	7/30/2016	111,534.28	7/29/2017	108,161.52
8/10/2013	120,078.64	8/9/2014	114,374.60	8/8/2015	115,689.52	8/6/2016	110,378.32	8/5/2017	104,979.36
8/17/2013	124,888.56	8/16/2014	114,105.32	8/15/2015	108,726.48	8/13/2016	101,561.56	8/12/2017	100,184.16
8/24/2013	89,882.12	8/23/2014	116,097.04	8/22/2015	108,922.12	8/20/2016	115,270.28	8/19/2017	101,813.88
8/31/2013	58,913.18	8/30/2014	60,280.02	8/29/2015	73,285.10	8/27/2016	96,130.52	8/26/2017	97,669.16
9/7/2013	67,758.74	9/6/2014	61,420.28	9/5/2015	55,890.76	9/3/2016	60,448.12	9/2/2017	81,653.20
9/14/2013	53,374.22	9/13/2014	51,364.96	9/12/2015	63,273.30	9/10/2016	61,598.04	9/8/2017	55,334.98
9/21/2013	54,277.94	9/20/2014	50,664.54	9/19/2015	54,233.06	9/17/2016	50,609.64	9/16/2017	44,268.00
9/28/2013	54,881.50	9/27/2014	50,127.22	9/26/2015	52,439.60	9/24/2016	51,199.68	9/23/2017	46,070.12
10/5/2013	55,950.74	10/4/2014	53,531.28	10/3/2015	53,104.94	10/1/2016	54,346.34	9/30/2017	54,009.30
10/12/2013	55,837.92	10/11/2014	51,127.00	10/10/2015	50,291.26	10/8/2016	50,896.18	10/7/2017	48,699.00
10/19/2013	61,327.20	10/18/2014	56,414.64	10/17/2015	53,048.80	10/15/2016	51,557.88	10/14/2017	50,397.36
10/26/2013	52,854.06	10/25/2014	49,890.20	10/24/2015	55,418.72	10/22/2016	53,825.90	10/21/2017	44,545.66
11/2/2013	57,543.54	11/1/2014	52,242.34	10/31/2015	57,023.64	10/29/2016	50,853.22	10/28/2017	50,089.12
11/9/2013	54,666.76	11/8/2014	52,819.26	11/7/2015	55,832.08	11/5/2016	55,958.84	11/4/2017	52,041.32
11/16/2013	56,495.96	11/15/2014	51,810.32	11/14/2015	56,012.86	11/12/2016	53,346.18	11/11/2017	48,591.32
11/23/2013	48,628.62	11/22/2014	46,228.62	11/21/2015	50,193.76	11/19/2016	47,174.90	11/18/2017	41,623.14
11/30/2013	59,645.66	11/29/2014	55,593.44	11/28/2015	60,010.98	11/26/2016	56,826.94	11/25/2017	54,535.06
12/7/2013	47,306.24	12/6/2014	46,792.50	12/5/2015	47,767.86	12/3/2016	48,407.86	12/2/2017	45,359.72
12/14/2013	29,229.02	12/13/2014	40,904.98	12/12/2015	42,938.56	12/10/2016	43,743.14	12/9/2017	38,578.18
12/21/2013	44,581.02	12/20/2014	41,600.84	12/19/2015	43,087.16	12/17/2016	33,602.54	12/16/2017	38,105.32
12/28/2013	62,117.14	12/27/2014	58,114.68	12/26/2015	52,835.48	12/24/2016	40,222.46	12/23/2017	41,668.64
1/4/2014	62,963.88	1/3/2015	68,277.28	1/2/2016	74,963.14	12/31/2016	60,653.90	12/30/2017	61,549.98
1/11/2014	37,935.94	1/10/2015	37,099.34	1/9/2016	41,474.24	1/7/2017	42,634.50	1/6/2018	49,795.00
1/18/2014	49,418.64	1/17/2015	43,217.36	1/16/2016	43,455.58	1/14/2017	37,751.18	1/13/2018	37,351.70
1/25/2014	42,720.80	1/24/2015	41,212.80	1/23/2016	25,025.40	1/21/2017	46,870.58	1/20/2017	39,814.50
2/1/2014	47,681.60	1/31/2015	42,783.32	1/30/2016	36,805.26	1/28/2017	40,692.96	1/27/2018	41,617.30
2/8/2014	45,434.52	2/7/2015	47,859.18	2/4/2016	51,695.74	2/4/2017	44,277.10	2/3/2018	41,295.90
2/15/2014	41,076.08	2/14/2015	48,131.08	2/13/2016	44,941.78	2/11/2017	42,514.28	2/10/2018	38,645.24
2/22/2014	61,523.98	2/21/2015	37,610.66	2/20/2016	50,505.40	2/18/2017	48,086.80	2/17/2018	40,829.82
3/1/2014	57,744.78	2/28/2015	56,982.14	2/27/2016	52,426.86	2/25/2017	55,365.02	2/24/2018	54,729.72
3/8/2014	50,439.94	3/7/2015	43,750.42	3/5/2016	53,474.66	3/4/2017	47,881.24	3/3/2018	48,680.58
3/15/2014	54,414.66	3/14/2015	55,096.66	3/12/2016	51,447.02	3/11/2017	46,274.58	3/10/2018	48,368.40
3/22/2014	50,734.62	3/21/2015	53,081.08	3/19/2016	50,356.80	3/18/2017	43,959.78	3/17/2018	47,297.52
3/29/2014	51,174.60	3/28/2015	50,548.88	3/26/2016	52,217.46	3/25/2017	49,130.62	3/24/2018	44,766.86
4/5/2014	55,229.90	4/4/2015	51,713.78	4/2/2016	54,185.88	4/1/2017	48,124.72		
4/12/2014	48,653.18	4/11/2015	51,024.54	4/9/2016	49,690.04	4/8/2017	46,262.60		
4/19/2014	54,469.22	4/18/2015	49,338.10	4/16/2016	49,071.82	4/15/2017	46,768.98		
4/26/2014	51,637.18	4/25/2015	49,656.62	4/23/2016	49,485.78	4/22/2017	45,614.00		

5/3/2014	54,757.72	5/2/2015	54,079.66	4/30/2016	50,872.46	4/29/2017	48,204.34
5/10/2014	51,011.76	5/9/2015	50,062.82	5/7/2016	52,135.22	5/8/2017	46,890.30
5/17/2014	51,148.34	5/16/2015	48,308.08	5/14/2016	51,441.84	5/13/2017	47,648.16
5/24/2014	53,082.60	5/23/2015	47,705.92	5/21/2016	48,392.48	5/20/2017	43,998.24
5/31/2014	62,642.98	5/30/2015	58,258.10	5/28/2016	49,380.84	5/27/2017	49,930.94
6/7/2014	49,517.18	6/6/2015	53,927.82	6/4/2016	58,228.50	6/3/2017	52,503.12
6/14/2014	50,266.50	6/13/2015	50,110.84	6/11/2016	45,053.42	6/10/2017	42,563.08
6/21/2014	48,768.14	6/20/2015	47,109.22	6/18/2016	46,179.18	6/17/2017	47,653.68
6/28/2014	49,250.32	6/27/2015	55,325.14	6/25/2016	47,230.00	6/24/2017	46,628.62
6/30/2014	12,010.70	6/30/2015	16,018.68	6/30/2016	27,584.00	6/30/2017	37,001.52
	3,261,565.02		3,148,372.80		3,167,478.80		3,047,532.94
							2,290,511.12



*West Virginia State
Treasurer's Office*

John D. Perdue
State Treasurer

<u>Political Subdivision</u>	<u>Amount</u>
Huntington	932.44
Hurricane	932.44
Huttonsville	932.44
laeger	932.44
Jackson County	3,711.49
Jane Lew	932.44
Jefferson County	51,255.32
Jefferson County School Board	153,765.96
Junior	932.44
Kanawha County	23,486.67
Kenova	932.44
Kermit	932.44
Keyser	932.44
Keystone	932.44
Kimball	932.44
Kingwood	932.44
Leon	932.44
Lester	932.44
Lewis County	3,711.49

Table Game Revenue

Date	Amount	Date	Amount	Date	Amount	Date	Amount
July/August, 2010	154,185.68	July, 2011	141,718.01	July, 2012	138,663.64	July, 2013	99,274.36
September, 2010	94,247.84	August, 2011	137,473.92	August, 2012	133,245.83	August, 2013	111,427.75
October, 2010	105,903.60	September, 2011	110,375.25	September, 2012	127,532.40	September, 2013	80,857.74
November, 2010	108,717.67	October, 2011	124,273.94	October, 2012	126,482.02	October, 2013	81,066.09
December, 2010	118,721.11	November, 2011	121,118.87	November, 2012	134,443.93	November, 2013	79,853.94
January, 2011	106,189.21	December, 2011	140,509.93	December, 2012	146,677.92	December, 2013	79,617.31
February, 2011	105,776.45	January, 2012	137,812.68	January, 2013	132,650.35	January, 2014	75,093.81
March, 2011	120,927.10	February, 2012	142,770.01	February, 2013	121,636.62	February, 2014	75,170.90
April, 2011	130,654.61	March, 2012	151,845.46	March, 2013	149,033.62	March, 2014	78,201.51
May, 2011	130,492.02	April, 2012	127,862.26	April, 2013	105,545.23	April, 2014	72,380.72
June, 2011	121,576.41	May, 2012	137,905.13	May, 2013	109,747.38	May, 2014	93,191.89
		June, 2012	129,235.38	June, 2013	104,803.37	June, 2014	72,350.70
Total 2010-2011	1,297,391.70	Total 2011-2012	1,602,900.84	Total 2012-2013	1,530,462.31	Total 2013-2014	998,486.72

Date	Amount	Date	Amount	Date	Amount	Date	Amount
July, 2014	78,639.07	July, 2015	75,674.79	July, 2016	77,234.20	July, 2017	59,809.62
August, 2014	84,726.51	August, 2015	70,064.73	August, 2016	63,158.62	August, 2017	54,309.02
September, 2014	71,967.51	September, 2015	64,845.44	September, 2016	67,701.42	September, 2017	49,630.18
October, 2014	66,257.02	October, 2015	68,440.97	October, 2016	63,392.97	October, 2017	50,207.30
November, 2014	71,046.66	November, 2015	67,488.54	November, 2016	61,087.94	November, 2017	54,463.34
December, 2014	76,797.24	December, 2015	73,055.05	December, 2016	59,508.00	December, 2017	52,009.28
January, 2015	73,346.66	January, 2016	67,545.11	January, 2017	63,836.29	January, 2018	50,468.30
February, 2015	66,262.78	February, 2016	65,518.59	February, 2017	51,478.72	February, 2018	51,255.32
March, 2015	73,747.70	March, 2016	72,986.23	March, 2017	55,972.27		
April, 2015	76,343.68	April, 2016	68,149.38	April, 2017	54,086.05		
May, 2015	78,424.23	May, 2016	76,415.84	May, 2017	55,545.56		
June, 2015	81,569.83	June, 2016	62,572.11	June, 2017	53,609.09		
Total 2014-2015	899,128.89	Total 2015-2016	832,756.78	Total 2016-2017	726,611.13	Total 2017-2018	422,152.36

Table Game Revenue Distribution - Jefferson County School Board

Date	Amount	Date	Amount	Date	Amount	Date	Amount
July, 2011	425,154.03	July, 2012	415,990.92	July, 2013	297,823.08	July, 2014	235,917.21
August, 2011	412,421.76	August, 2012	399,737.49	August, 2013	334,283.25	August, 2014	254,179.53
September, 2011	331,125.75	September, 2012	382,597.20	September, 2013	242,573.22	September, 2014	215,902.53
October, 2011	372,821.82	October, 2012	379,446.06	October, 2013	243,198.27	October, 2014	198,771.06
November, 2011	363,356.61	November, 2012	403,331.79	November, 2013	239,561.82	November, 2014	213,139.98
December, 2011	421,529.79	December, 2012	440,033.75	December, 2013	238,851.93	December, 2014	230,391.72
January, 2012	413,438.04	January, 2013	397,951.05	January, 2014	225,281.43	January, 2015	220,039.98
February, 2012	428,310.03	February, 2013	381,857.07	February, 2014	225,512.70	February, 2015	198,788.34
March, 2012	455,536.38	March, 2013	447,100.86	March, 2014	234,604.53	March, 2015	221,243.10
April, 2012	383,586.78	April, 2013	316,635.69	April, 2014	217,142.18	April, 2015	229,031.04
May, 2012	413,715.39	May, 2013	329,242.14	May, 2014	279,575.67	May, 2015	235,272.69
June, 2012	387,706.12	June, 2013	314,410.11	June, 2014	217,052.10	June, 2015	244,709.49
Total 2011-2012	4,808,702.50	Total 2012-2013	4,608,334.13	Total 2013-2014	2,995,460.18	Total 2014-2015	2,697,386.67

Date	Amount	Date	Amount	Date	Amount
July, 2015	227,024.37	July, 2016	231,702.60	July, 2017	179,428.86
August, 2015	210,194.19	August, 2016	189,475.86	August, 2017	162,927.06
September, 2015	194,536.32	September, 2016	203,104.26	September, 2017	148,890.54
October, 2015	205,322.91	October, 2016	190,178.91	October, 2017	150,621.90
November, 2015	202,465.62	November, 2016	183,263.82	November, 2017	163,390.02
December, 2015	219,165.15	December, 2016	178,524.00	December, 2017	156,027.84
January, 2016	202,635.33	January, 2017	191,508.87	January, 2018	151,404.90
February, 2016	196,555.77	February, 2017	154,436.16	February, 2018	153,765.96
March, 2016	218,958.69	March, 2017	167,916.81		
April, 2016	204,448.14	April, 2017	162,258.15		
May, 2016	229,247.52	May, 2017	166,636.68		
June, 2016	187,716.33	June, 2017	160,827.27		
Total 2015-2016	2,498,270.34	Total 2016-2017	2,179,833.39	Total 2017-2018	1,266,457.08