

AGENDA
JEFFERSON COUNTY COMMISSION
SECOND QUARTERLY SESSION - APRIL-JUNE 2019
THURSDAY, JUNE 6, 2019
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

- May 30, 2019

APPROVAL OF ACCOUNTS PAYABLE

- June 6, 2019

APPROVAL OF MANUAL CHECKS

- June 6, 2019

APPROVAL OF PAYROLL

- May 30, 2019

ANNOUNCEMENTS

- Report if there are changes in the agenda if applicable

PUBLIC COMMENT (20 minutes)

PRESENTATIONS

1. 10:00 a.m. John K. Dorsey, Attorney and Angie Banks, Assessor
 - Application of Julia M. Downing for relief from erroneous assessment - Discussion/Action
 - Corrections/Erroneous Assessment - Discussion/Action

2. 10:30 a.m. Roger Goodwin, Chief County Engineer
 - Approval to hire an Appraiser to provide a restricted appraisal report of the proposed Washington Landing Apartment complex; for purposes of determining qualification for the Impact Fees Affordable Housing Discount - Discussion/Action
 - Partial bond release for ILA Properties, Inc., Inc. - Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 - Discussion/Action
 - Approval to Advertise for Bids - Rose Hill Estates Subdivision - Site Work Project - Discussion/Action
3. 10:45 a.m. **BREAK**
4. 11:00 a.m. Nathan Cochran, Assistant Prosecuting Attorney
 - Discussion of renewal of County cable franchise agreement and related issues - Discussion/Action
 - Discussion of Jefferson County Circuit Court Civil Action #18-C-171 - Discussion/Action
 - Discussion of EEOC Charge #533-2017-00706 - Discussion/Action
 - Discussion of and communication with FEMA regarding potential resolution. U.S. District Court (Northern District) Civil Action #3:18-CV-122 - Discussion/Action
 - Discussion of Jefferson County Circuit Court Civil Action #17-C-282 - Discussion/Action
 - Discussion of Jefferson County Circuit Court Civil Action #19-C-96 - Discussion/Action
5. 11:30 a.m. Bondy Shay Gibson and Kathy Skinner, Jefferson County Schools
 - Approval of Special Session to be held on October 26, 2019 - Discussion/Action
6. 11:45 a.m. Jeffrey Polczynski, ENP - Director of Communications
 - Request Approval of Promotion to EMD Coordinator - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

COUNTY COMMISSION REPORTS

7. **ADJOURN**

CORRESPONDENCE/INFORMATION

The Jefferson County Commission meeting on Thursday, June 20, 2019 has been rescheduled. Meeting will be held on Wednesday, June 19, 2019 at 6pm.

The Jefferson County Commission meeting scheduled on Thursday, July 4, 2019, has been cancelled.

Correspondence received from Bruce Quigley regarding Comcast Cable Franchise License Renewal.

Impact Fee Status Report May 2019.

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, May 30, 2019

A meeting of the Jefferson County Commission was held on Thursday, May 30, 2019 during the second 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, Ralph Lorenzetti, Patricia Noland, and Jane Tabb. Also present were Stephanie Grove, County Administrator; Jessica Carroll, Executive Administrative Assistant; Jacqueline Shadle, County Clerk; and Jim Eddy, Bailiff. (An audio tape of the Thursday, May 30, 2019 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Peyton Lavalle led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Tabb to approve the May 16, 2019 Regular Meeting Minutes as presented. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHECK#	DEPT	VENDOR	AMOUNT
81741	P/R DED	ALBERT HOCKMAN	\$ 1,062.74
81742	P/R DED	AMERIFLEX	\$ 114.00
81743	712	AT&T	\$ 180.22
81744	425	CITY OF CHARLES TOWN	\$ 20.00
81745	700	DARYLL WIMER	\$ 8.81
81746	P/R DED	DEBRA A YOUNG	\$ 424.87
81747	700	DOUGLAS PITTINGER	\$ 12.89
81748	412	EMILY MORROW	\$ 387.65

81749	425	G & TRIPLE T LLC	\$ 315.00
81750	712	LANGUAGE LINE SERVICES	\$ 168.39
81751	700	MATTHEW LISTON	\$ 18.70
81752	P/R DED	NATHAN COCHRAN	\$ 2,187.53
81753	425	R.E. MICHEL CO. LLC	\$ 45.06
81754	425	RC AIR AND MOLD SOLUTIONS	\$ 295.00
81755	P/R DED	RETIREE HEALTH BENEFIT TRUST	\$ 8,922.00
81756	717	RICE TIRES CO	\$ 508.72
81757	404	SHERIFF OF JEFFERSON COUNTY	\$ 74.00
81758	406	SOFTWARE SYSTEMS INC	\$ 79.00
81759	704	WV REGIONAL JAIL & CORRECTION FACILITY AUTH	\$ 90,999.50
81760	GRANT	JEFFERSON DAY REPORT CENTER	\$ 1,472.60
TOTAL			\$ 107,296.68

Motion by Mr. Compton to approve the Accounts Payable for May 23, 2019 in the amount of \$107,296.68. Motion seconded and unanimously approved.

CHECK#	DEPT	VENDOR NAME	AMOUNT
81762	402	ALICE N PAINTER	\$ 94.00
81763	P/R DED	BENJAMIN S WILLIAMS	\$ 208.72
81764	425	BOLAND TRANE SERVICES INC	\$ 136.00
81765	P/R DED	COMPROLLER OF MARYLAND	\$ 1,849.61
81766	P/R DED	EFTPS IRS TAXES	\$ 103,868.58
81767	402	GAIL MAGAHA	\$ 94.00
81768	711	HIRERIGHT	\$ 151.91
81769	711	J.H. CONSULTING LLC	\$ 17,000.00
81770	402	JACQUELINE SHADLE	\$ 94.00
81771	P/R DED	JENNIFER LEMON	\$ 117.01
81772	402	SOFTWARE SYSTEMS INC	\$ 57.50
81773	P/R DED	VINCENT TIONG	\$ 343.81
81774	P/R DED	WV DEPUTY SHERIFF RETIREMENT SYSTEM	\$ 15,691.56
81775	P/R DED	WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	\$ 43,263.26
81776	P/R DED	WV PUBLIC EMPLOYEE RETIREMENT SYSTEM	\$ 500.00
81777	P/R DED	WV STATE TAX DEPT	\$ 51,555.95
81778	402	XEROX CORPORATION	\$ 1,160.01
81779	004/GEN	GENERAL CO/JEFF CO COMMISSION	\$ 24,246.08
TOTAL			\$ 260,432.00

Motion by Ms. Tabb to approve the Accounts Payable for May 30, 2019, in the amount of \$260,432.00. Motion seconded and unanimously approved.

APPROVAL OF MANUAL CHECKS

MANUAL CHECKS			
24-May-19			
Check#	Fund	VENDOR	Amount
483	CS/2	EPTA/EASTERN PANHANDLE TRANS	\$ 7,500.00
484	CS/2	SHERIFF OF JEFFERSON	\$ 7,528.34
651	HD/8	CDA	\$ 360.00
313	FP/57	JEFFERSON CO FARMLAND PROT.	\$ 53,888.06
TOTAL			\$ 69,276.40

Motion by Mr. Compton to approve the Manual Checks for May 24, 2019 in the amount of \$69,276.40. Motion seconded and unanimously approved.

MANUAL CHECK		31-May-19	
CHECK#	FUND	VENDOR NAME	AMOUNT
277	DK/OO3	SHERIFF OF JEFFERSON CO	\$ 30.35
1718	CO/246	TYLER TECH	\$ 3,825.00
TOTAL			\$ 3,855.35

Motion by Ms. Tabb to approve the Manual Checks for May 31, 2019 in the amount of \$3,855.35. Motion seconded and unanimously approved.

APPROVAL OF PAYROLL

Motion by Mr. Compton to approve the Payroll for May 2, 2019 in the amount of \$263,467.79. Motion seconded and unanimously approved.

PUBLIC COMMENT

No public comment was provided during this meeting.

PRESENTATIONS

1. Certificate of Achievement – Peyton Lavallee – Gold Award Troop 40437
2. Approval of Resolution and Contract – Broadband Planning Grant – CDBG Project
 - **Motion by Ms. Noland to approve the Resolution and Contract for the Broadband Planning Grant and to authorize the President of the Commission to affix her signature to the appropriate documents. Motion seconded and unanimously approved.**
3. Michelle Gordon, Finance Director
 - a. Excise (Property Transfer) Tax Rate Increase, Effective 7/1/2019
 - **Motion by Ms. Noland to approve the revision to the excise tax imposed for the privilege of transferring title to real estate (aka as the property transfer tax) to the rate of \$1.35 for each \$500 value or fraction thereof with an effective date of July 1, 2019. Motion seconded and passes on a vote of 3-2 with Commissioners Compton and Hudson opposing.**
 - b. Review and Approval of the Equal Employment Opportunity Plan (EEOP) and EEOP Utilization Analysis as of 5/10/2019
 - **Motion by Mr. Compton to approve the EEOP and EEOP Utilization Analysis as presented. Motion seconded and unanimously approved.**
 - c. Review and Approval of the WVCORP Insurance Renewal for FY2020.
 - **Motion by Ms. Tabb to accept the FY20 risk and workers' compensation plan renewal from WVCORP Risk Pool as presented. Motion seconded and unanimously approved.**
 - d. Review and Approval of FY2019 Internal Budget Revision 4 for the General Fund
 - **Motion by Ms. Noland to accept FY19 Internal Budget Revision 4 for the General Fund. Motion seconded and unanimously approved.**
4. Nathan Cochran, Assistant Prosecuting Attorney
 - Discussion of Jefferson County Civil Action #17-C-282
 - Discussion of Renewal of County Cable Franchise Agreement and related issues
 - Update on Jefferson County Circuit Court Civil Action #18-P-132
 - Discussion of EEOC Charge #533-2018-01557

- Discussion of Jefferson County Circuit Court Civil Action#18-C-171
 - Discussion of EEOC Charge #533-2017-00706
 - Discussion and update of Jefferson County Circuit Court Civil Action #17-C-282
 - Discussion of and communication with FEMA regarding potential resolution
 - Discussion of US District Court (Northern District) Civil Action #3:18-CV-122
 - Discussion of US District Court (Northern District) Civil Action 3:16-CV-00074.
- **Motion by Mr. Compton to enter into Executive Session to discuss the renewal of the County Cable Franchise Agreement and related issues and to discuss EEOC Charge #533-2018-01557. Motion seconded and unanimously approved.**
 - **Motion by Ms. Tabb to come out of Executive Session. Motion seconded and unanimously approved.**

COUNTY ADMINISTRATOR REPORTS

- Comcast Internet Essentials Program – the Commission provided unanimous consent to allow Ms. Grove to send a letter to the Board of Education regarding the Comcast Internet Essentials Program which provides reduced cost internet services to households with children who receive the National School Lunch Program.
5. The Commission adjourned at 11:43 am on a motion by Mr. Compton. Motion was seconded and unanimously approved.

Patricia A. Noland, PRESIDENT

Respectfully submitted
Jessica D. Carroll
Administrative Assistant

DESCRIPTION	Fund 001 CO.	Fund 003 Dog	Total
Gross Wages	\$ 406,377.03	\$ 25.80	\$ 406,402.83
	\$ -		
6.2% Tax Payable OASDI	\$ 25,176.80	\$ 1.60	\$ 25,178.40
1.45% Tax Payable HI	\$ 5,888.14	\$ 0.37	\$ 5,888.51
Fed Withholding	\$ 41,732.97	\$ 1.79	\$ 41,734.76
WV State Withholding	\$ 18,480.03	\$ 1.19	\$ 18,481.22
PERS Retirement Deduct 4.5%	\$ 10,060.54	\$ 1.16	\$ 10,061.70
PERS Retirement Deduct 6%	\$ 4,065.86		\$ 4,065.86
Hosp. Pre-Tax	\$ -		\$ -
Cancer/ICU Pre-Taxed	\$ 299.85		\$ 299.85
Cancer/ICU Not Pre-Taxed	\$ 1,316.84		\$ 1,316.84
Optional Life Not Pre-Taxed	\$ -		\$ -
Christmas Club	\$ 4,705.00		\$ 4,705.00
Wage Attach #1	\$ 811.42		\$ 811.42
Wage Attach #3	\$ 500.00		\$ 500.00
DSRS Retirement Deduct 8.5%	\$ 6,506.25		\$ 6,506.25
457 - Nationwide	\$ 849.00		\$ 849.00
457I - Empower	\$ 1,770.00		\$ 1,770.00
457R - Roth	\$ 520.00		\$ 520.00
MD State Tax	\$ 644.17		\$ 644.17
D/VF	\$ -		\$ -
VA. State Tax	\$ 134.46		\$ 134.46
COLONIAL(PLUS)	\$ 81.60		\$ 81.60
Total Deductions	\$ 123,542.93	\$ 6.11	\$ 123,549.04
Net Wages Total	\$ 282,834.10	\$ 19.69	\$ 282,853.79
Payroll Date	30-May-2019		



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: JULIA M. DOWNING, by and through her attorney, John K. Dorsey

Department or Organization: **This is an application for relief from an erroneous assessment, thus this is related to the Jefferson County Assessor's Office.**

Estimation of amount of time needed for appointment: 15-30 minutes. All facts in issue are proffered as a part of the Application for Relief.

Date Requested – 1st Choice: **June 7, 2019.** (Pursuant to the provisions of West Virginia Code §11-3-27, "(t)he application... shall have precedence over all other business before the court..."

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): Application of Julia M. Downing for relief from erroneous assessment.

Please provide the County Commission with a description of your request or presentation, including any background information: Please see attached Application for Relief, with supporting documents.

Is this a funding request? Y/N NO

If so, how much? \$ N/A

Provide exact financial impact/request: N/A

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

Please see prayers for relief in attached Application

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

Please see attached Application for Relief, with supporting documents.

If not attached, explain:

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

Contact information: John K. Dorsey

Email address: jdadmin@jdjdcpa.com

Phone Number: (304) 728-6000

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

IN THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA
APPLICATION OF JULIA M. DOWNING FOR RELIEF FROM ERRONEOUS ASSESSMENT

IN RE: Those parcels of real estate located in Charles Town Corporation, Jefferson County, West Virginia, known for postal purposes as 605 Eagle Avenue, Charles Town, WV 25414 (Lot #9, Block 64, currently designated as District 03, Tax Map 1, Parcel 0028) and 595 Eagle Avenue, Charles Town, WV 25414 (Lot #12, Block 64, currently designated as District 03, Tax Map 1, Parcel 0025).

APPLICATION

Comes now the Applicant, Julia M. Downing, by and through her counsel, to apply for relief before this County Commission for an erroneous entry in the property books of Jefferson County, West Virginia, and does say as follows:

JURISDICTION

1. Julia M. Downing, the Applicant is a resident and fee holder of real estate in the City of Charles Town, Jefferson County, West Virginia, and acknowledges upon the filing of this Application the personal jurisdiction of this County Commission over her person and property as the same relates to the Application.

2. Subject matter jurisdiction is asserted pursuant to West Virginia Code §11-3-27.

FACTS

605 EAGLE AVENUE

3. That Charles Town Mining, Manufacturing and Improvement Company subdivided a portion of its lands known as Block 64, now situate within the corporate limits of the City of Charles Town, in

Jefferson County, West Virginia. The said subdivision of Block 64 is depicted on a plat of survey dated November 10, 1891, prepared by J. V. Simmons, entitled, "Subdivision of Block 64. C. M. M. And I. Co's. Land", which said plat is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book X, at Page 442, and a copy of said plat is attached hereto as Exhibit 1.

The street depicted on the aforesaid plat as Mill Road is now known as Eagle Avenue. The street depicted on the aforesaid plat as Roger Street is now known as Davenport Street. The street depicted on the aforesaid plat as Kimball Avenue is now known as Martin Luther King Jr. Avenue and West Virginia Primary Route 51.

4. That by deed dated January 9, 1957, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 216, at Page 40, to Nathaniel F. Downing and Julia M. Downing, his wife, as joint tenants with right of survivorship as at common law and not as tenants in common, George H. Rutherford and Margarett L. Rutherford, his wife, conveyed the real estate hereinafter mentioned and described as follows:

"That certain lot or parcel of land situate, lying and being in the western limits of Charles Town, Jefferson County, West Virginia, designated and described as Lot No. 10 (ten) in Block 64, on the plat of the subdivision of Block No. 64 of the Charlestown Mining, Manufacturing and Improvement Company's land, recorded in the Office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book X, page 442, to which plat reference is made, said Lot No. 10 as shown on said plat lies between Lots No. 9 and No. 11, with a frontage of 40 feet on what is designated on said plat as 'Mill Road' now called Eagle Avenue, and extending back within parallel lines and equal distance of 175 feet to Roger Street."

A copy of the aforesaid deed is attached hereto as Exhibit 2.

5. That the said Julia M. Downing, along with her late husband,

Nathaniel F. Downing, who died October 10, 2004, has occupied the property acquired by the aforesaid deed dated January 9, 1957, as her principal residence since December 23, 1960.

6. That the U. S. Postal address for the property owned and occupied by Julia M. Downing as her principal residence is 605 Eagle Avenue, Charles Town, WV 25414.

7. That as a result of certain issues and questions among the various property owners along the northeast side of Eagle Avenue, the said Nathaniel F. Downing and Julia M. Downing retained the services of Peter H. Lorenzen, a West Virginia Licensed Professional Surveyor, to locate and mark property lines and corners of the various lots along the northeast side of Eagle Avenue. A copy of the plat of survey dated November 18, 1995, prepared by Peter H. Lorenzen, P.S., is attached hereto as Exhibit 3. A copy of the initial working plat of survey that is undated is attached hereto as Exhibit 4.

8. That by deed dated August 17, 1988, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 722, at Page 290, to Debra R. Battle, divorced, and Mark E. Roper, single, Russell B. Roper and Betty J. Roper, husband and wife, conveyed various parcels of real estate, including the real estate hereinafter mentioned and described as follows:

"Parcel #18 - Deed Book 545 Page 530
Lot #9 Block #64 and being the same real estate described and designated on the plat of the subdivision of said block 64, recorded in the Office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book X, page 442 said lot lies in the Western part of Charles Town and fronts on Mill Road formerly Eagle Ave. 40 feet and extends back 175 feet to Roger Street. And being the same lot that was conveyed to Russell B. Roper party of the second part referred to as Grantee from Corvella T. Carr widow party of the first part hereinafter referred to as Grantor the 5th day of August 1985."

A copy of the aforesaid deed is attached hereto as Exhibit 5.

9. That in an attempt to correct prior errors in the chain of title to both the Downing parcel and the Battle/Roper parcel and to conform their respective titles to the Peter H. Lorenzen plat of survey, by deed dated March 13, 2008, and recorded in the aforesaid Clerk's Office in Deed Book 1057, at Page 552, Julia M. Downing conveyed all of Lot 10, Block 64 to Debra R. Battle Corbett and Mark E. Roper. A copy of the aforesaid deed is attached hereto as Exhibit 6. The records in the Jefferson County Assessor's Office do not reflect this transfer of title on the land books of Jefferson County.

10. That in an attempt to correct prior errors in the chain of title to both the Downing parcel and the Battle/Roper parcel and to conform their respective titles to the Peter H. Lorenzen plat of survey, by deed dated March 13, 2008, and recorded in the aforesaid Clerk's Office in Deed Book 1057, at Page 544, Debra R. Battle Corbett and Mark E. Roper conveyed all of Lot 9, Block 64 to Julia M. Downing. A copy of the aforesaid deed is attached hereto as Exhibit 7. The records in the Jefferson County Assessor's Office do not reflect this transfer of title on the land books of Jefferson County.

11. That the Assessor of Jefferson County is charged with making entries upon the land books of Jefferson County, and also correlating those entries with tax maps for taxable parcels within Jefferson County. That portion of Tax Map 1 for the Charles Town Corporation that includes the tax parcels in question is attached to this Application as Exhibit 8. An aerial depiction of that portion of Tax Map 1 for the Charles Town Corporation that includes the tax parcels

in question is attached to this Application as Exhibit 9.

12. That for the 2018 tax year, the residence property of Julia M. Downing at 605 Eagle Avenue, was designated as District 03- Charles Town Corporation, Tax Map 1, Parcel 0028. The property was assessed in Class 2, and had the homestead exemption applied. The property is improved by the single family residence of the Applicant. The property description appearing on the tax bill was "LT 10-EAGLE AVE., BLK 64". The purpose of this application does not question the amount of the assessment, but does question the property description and whether the proper parcel number has been applied. A copy of the aforesaid tax bill is attached hereto as Exhibit 10.

13. That for the 2018 tax year, the residential rental property of Debra R. Battle Corbett and Mark Roper at 603 Eagle Avenue, was designated as District 03- Charles Town Corporation, Tax Map 1, Parcel 0029. The property was assessed in Class 4, as an unimproved parcel. The property description appearing on the tax bill was "LT #9 EAGLE AVE- BLK 64 CARR". The parcel is improved by a single family residential rental structure. The Applicant has no opinion with regard to the proper assessment of the property and makes no statement regarding the same, but does question the property description and whether the proper parcel number has been applied. A copy of the aforesaid tax bill is attached hereto as Exhibit 11.

RELIEF REQUESTED

WHEREFORE, Applicant requests the following relief:

A. That the County Commission receive this Application and order the same filed.

B. That Notice and Summons be issued from the County Clerk's Office and the same be duly served upon the Prosecuting Attorney of Jefferson County, the Assessor of Jefferson County, and all owners of parcels of real estate affected by the proper entry of the Applicant's parcel of real estate upon the Land Books of Jefferson County as required by law.

C. That any party opposing the relief sought by the Applicant be required to set forth the nature of their claims and their objections to the relief requested.

D. For a decree of this County Commission directing the proper entry and assessment of the Applicant's real property on the land books of Jefferson County, West Virginia, for the 2019 tax year and thereafter.

E. That upon proper notice and hearing thereon and with sufficient evidence to support the allegations contained herein, the County Commission authorize the correction of the erroneous entry in the property books of Jefferson County, of Applicant's real property upon such terms and conditions as the County Commission shall direct.

F. For such other and further relief, both general and special, as this case may require.

595 EAGLE AVENUE

14. The Applicant re-alleges each and every allegation set forth in Paragraphs 1 through 13 of this Application, and incorporates the same by reference as if fully set forth in the portion of this Application relating to the real property with a U. S. Postal address of 595 Eagle Avenue, Charles Town, WV 25414.

15. That by deed dated May 6, 1957, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 218, at Page 84, to Alice S. Pendleton, Frank J. Beckwith and Shannon D. Beckwith, his wife, conveyed the real estate hereinafter mentioned and described as follows:

"That certain tract or parcel of land improved by a dwelling house and out-buildings situate on Eagle Avenue, heretofore referred to as Roger Street, in the town of Charles Town, Charles Town District, Jefferson County, West Virginia, being parts of #10 and 11, in Block 64, as designated on the plat of the lands of the Charles Town Mining, Manufacturing and Improvement Company, recorded in the Office of the Clerk of the County Court of said County and State in Deed Book X, page 1,

Said property fronting 42 feet on said Eagle Avenue or Roger Street, extending back a distance of 210 feet measuring 56 feet in the rear and being the same which was conveyed to said Frank J. Beckwith by Henry Green and Evie Green, his wife, by deed dated the 6th day of July, 1936, and recorded in said Clerk's Office in Deed Book 144, page 166. To which deed and the deeds therein referred to reference is here made for a more particular description of the property hereby conveyed."

A copy of the aforesaid deed is attached hereto as Exhibit 12.

16. That the said Alice S. Pendleton, who died May 21, 2006, occupied the property acquired by the aforesaid deed dated May 6, 1957, as her principal residence from May 1957 until her death. The said Alice S. Pendleton, died testate May 21, 2006, a resident of Jefferson County, West Virginia, and pursuant to the terms of her Last Will and Testament dated November 30, 1966, duly probated and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on June 13, 2006, in Will Book 14, at Page 48, she devised her residuary estate, including the interest in real estate hereby conveyed, to her daughter, Julia Mae Downing, the Applicant herein. A copy of the aforesaid Will is attached hereto as Exhibit 13.

17. That the U. S. Postal address for the property owned and occupied by Alice S. Pendleton, and then by Julia M. Downing is 595 Eagle Avenue, Charles Town, WV 25414.

18. That as a result of certain issues and questions among the various property owners along the northeast side of Eagle Avenue, the said Nathaniel F. Downing and Julia M. Downing retained the services of Peter H. Lorenzen, a West Virginia Licensed Professional Surveyor, to locate and mark property lines and corners of the various lots along the northeast side of Eagle Avenue. A copy of the plat of survey dated November 18, 1995, prepared by Peter H. Lorenzen, P.S., is attached hereto as Exhibit 3. A copy of the initial working plat of survey that is undated is attached hereto as Exhibit 4.

19. That by deed dated March 19, 2001, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1034, at Page 167, to John Mao, Ruth E. McDaniel conveyed the parcel of real estate hereinafter mentioned and described as follows:

"PARCEL ONE: All of that certain tract or parcel of real estate, located in the City of Charles Town, Jefferson County, West Virginia, and being all of Lot No. 12 in Block 64 as the same is bounded and described in a plat of the lands of the Charles Town Mining, Manufacturing and Improvement Company, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book X, at Page 442, the said lot herein conveyed being therein described as fronting 40 feet on Roger Street and extending back between parallel lines 175 feet to Mill Road."

A copy of the aforesaid deed is attached hereto as Exhibit 14.

20. That in an attempt to correct prior errors in the chain of title to both the Downing parcel and the Mao parcel and to conform their respective titles to the Peter H. Lorenzen plat of survey, by

deed dated March 13, 2008, and recorded in the aforesaid Clerk's Office in Deed Book 1057, at Page 557, Julia M. Downing conveyed all of Lot 11, Block 64 to John Mao. A copy of the aforesaid deed is attached hereto as Exhibit 15. The records in the Jefferson County Assessor's Office do not reflect this transfer of title on the land books of Jefferson County.

21. That in an attempt to correct prior errors in the chain of title to both the Downing parcel and the Mao parcel and to conform their respective titles to the Peter H. Lorenzen plat of survey, by deed dated March 13, 2008, and recorded in the aforesaid Clerk's Office in Deed Book 1057, at Page 562, John Mao conveyed all of Lot 12, Block 64, to Julia M. Downing. A copy of the aforesaid deed is attached hereto as Exhibit 16. The records in the Jefferson County Assessor's Office do not reflect this transfer of title on the land books of Jefferson County.

22. That the Assessor of Jefferson County is charged with making entries upon the land books of Jefferson County, and also correlating those entries with tax maps for taxable parcels within Jefferson County. That portion of Tax Map 1 for the Charles Town Corporation that includes the tax parcels in question is attached to this Application as Exhibit 8. An aerial depiction of that portion of Tax Map 1 for the Charles Town Corporation that includes the tax parcels in question is attached to this Application as Exhibit 9.

23. That for the 2018 tax year, the rental residence property owned by Julia M. Downing at 595 Eagle Avenue, was issued in the name of Appalachia Property Preservation LLC. The property was designated

as District 03 - Charles Town Corporation, Tax Map 1, Parcel 0025. The property was assessed in Class 4. The property is improved by a single family rental residence. The property description appearing on the tax bill was "LT #13 BLK 64 ROGER ST". The purpose of this application does not question the amount of the assessment, but does question the property description and whether the proper parcel number has been applied. A copy of the aforesaid tax bill is attached hereto as Exhibit 17.

24. That for the 2018 tax year, Julia M. Downing received a real property tax bill issued in her name. The property was designated as District 03 - Charles Town Corporation, Tax Map 1, Parcel 0027. The property was assessed in Class 4. The tax bill included an assessment for both land and buildings. The property description appearing on the tax bill was "PT LT #10,11 EAGLE AVE". The purpose of this application does not question the amount of the assessment, but does question the property description and whether the proper parcel number has been applied. A copy of the aforesaid tax bill is attached hereto as Exhibit 18.

25. That for the 2018 tax year, the vacant real property of John Mao at 597 Eagle Avenue, was designated as District 03 - Charles Town Corporation, Tax Map 1, Parcel 0029. The property was assessed in Class 4, as an unimproved parcel. The property description appearing on the tax bill was "LT #12 BLK 64". The parcel is unimproved. The Applicant has no opinion with regard to the proper assessment of the property and makes no statement regarding the same, but does question the property description and whether the proper parcel number has been

applied. A copy of the aforesaid tax bill is attached hereto as Exhibit 19.

26. That by deed dated December 3, 2018, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1216, at Page 538, to Empire Industries LTD, G. Russell Rollyson, Deputy Commissioner of Delinquent and Nonentered Lands of Jefferson County, West Virginia, conveyed the real estate described as "LT #13 BLOCK 64 ROGER STREET".

27. That additional parcels along the east side of Eagle Avenue in Block 64 may be affected by improperly attributed tax parcels or defective legal descriptions, but Applicant is without standing as to thos parcels and therefore does not include them within this Application.

RELIEF REQUESTED

WHEREFORE, Applicant requests the following relief:

A. That the County Commission receive this Application and order the same filed.

B. That Notice and Summons be issued from the County Clerk's Office and the same be duly served upon the Prosecuting Attorney of Jefferson County, the Assessor of Jefferson County, and all owners of parcels of real estate affected by the proper entry of the Applicant's parcel of real estate upon the Land Books of Jefferson County as required by law.

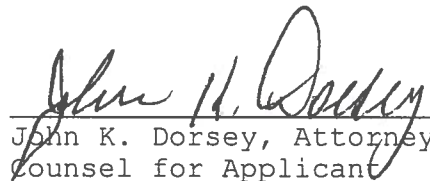
C. That any party opposing the relief sought by the Applicant be required to set forth the nature of their claims and their objections to the relief requested.

D. For a decree of this County Commission directing the proper entry and assessment of the Applicant's real property on the land books of Jefferson County, West Virginia, for the 2019 tax year and thereafter.

E. That upon proper notice and hearing thereon and with sufficient evidence to support the allegations contained herein, the County Commission authorize the correction of the erroneous entry in the property books of Jefferson County, of Applicant's real property upon such terms and conditions as the County Commission shall direct.

F. For such other and further relief, both general and special, as this case may require.

Julia M. Downing
BY COUNSEL



John K. Dorsey, Attorney at Law
Counsel for Applicant
West Virginia State Bar I.D. No. 1044
P.O. Box 42
Charles Town, WV 25414

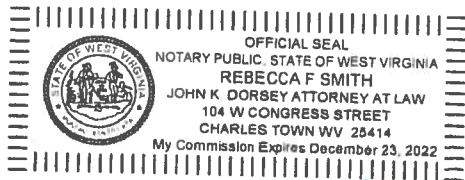
STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

Julia M. Downing, named in the foregoing Application, being first duly sworn, says that the facts and allegations therein contained are true, except insofar as they are therein stated to be upon information and belief, and insofar as they are therein stated to be upon information and belief, she believes them to be true.

Julia M. Downing
Julia M. Downing

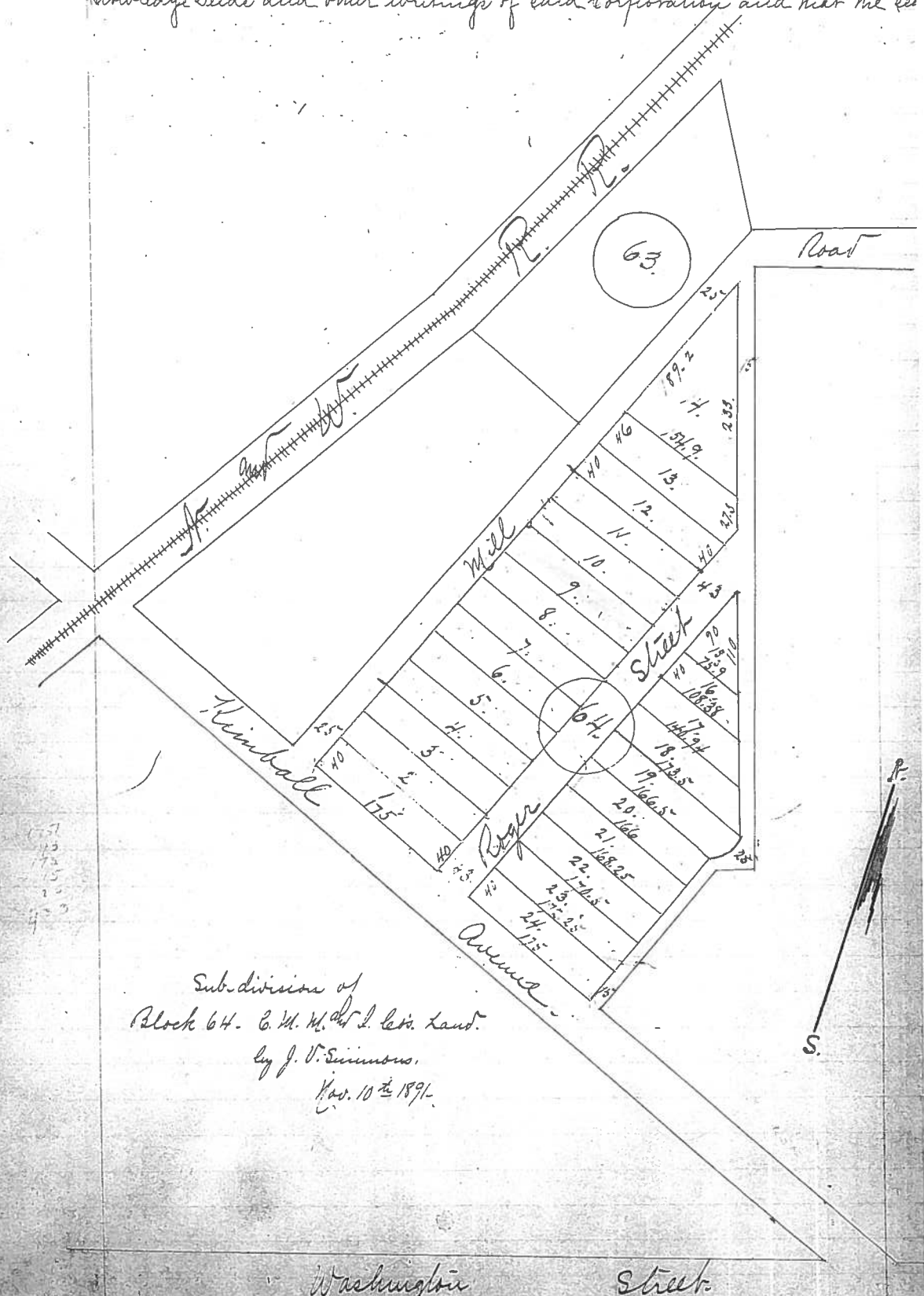
Taken, sworn to and subscribed before me this 13th day of May, 2019, by Julia M. Downing.



Rebecca F. Smith
NOTARY PUBLIC

My commission expires: December 23 2022

Mining Manufacturing and Improvement has personally appeared before me in said county, and being by me duly sworn did depose and say that he is the President of the corporation described in the writing hereto annexed bearing date 4th Decr 1891. Authorized by said corporation to execute & acknowledge Deeds and other writings of said corporation and that the rec



Subdivision of
Block 64. C. M. M. & S. L. Land.
by J. V. Simmons,
Nov. 10th 1891.

Greens Lots 4-11, 15 & 16

W. Washington Lot 10 back to Green
April 1941
Deed Book X

EXHIBIT 2

George H. Rutherford, et ux.

To: DEED OF B. & S.

Nathaniel F. Downing, et ux.

THIS DEED, made this 9th day of January, 1957, by and between George H. Rutherford and Margarette L. Rutherford, his wife, parties of the first part, and Nathaniel F. Downing and Julia M. Downing, his wife, parties of the second part.

WITNESSETH: That for and in the sum of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey with general warranty unto the said Nathaniel F. Downing and Julia M. Downing, his wife, parties of the second part, as joint tenants with the right of survivorship as at common law and not as tenants in common the following described real estate to-wit:

That certain lot or parcel of land situate, lying and being in the western limits of Charles Town, Jefferson County, West Virginia, designated and described as Lot No. 10 (ten) in Block 64, on the plat of the subdivision of Block No. 64 of the Charlestown Mining, Manufacturing and Improvement Company's land, recorded in the office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book X, page 442, to which plat reference is made, said Lot No. 10 as shown on said plat lies between Lots No. 9 and No. 11, with a frontage of 40 feet on what is designated on said plat as "Mill Road" now called Eagle Avenue, and extending back within parallel lines and equal distance of 175 feet to Roger Street.

Being the same Lot No. 10 in Block 64, that was conveyed to Henry Green by William R. Washington, et ux, by deed dated April 11th, 1941 recorded in said County Clerk's office in Deed Book 153, page 552, and conveyed by the said Henry Green, et ux, to George H. Rutherford by deed dated April 12, 1941, of record in the said County Clerk's office in Deed Book 153, page 553, to which deeds and the references therein contained reference is made.

WITNESS THE FOLLOWING SIGNATURES:

Geo. H. Rutherford

Margaret L. Rutherford

Documentary stamp \$.55 affixed.

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, TO-WIT:

I, W. French Ramey, a Notary Public in and for the County of Jefferson, State of West Virginia, do certify that George H. Rutherford and Margarette L. Rutherford, his wife, whose names are signed to the foregoing attached deed bearing date the 9th day of January, 1957, have this day acknowledged the same before me in my said county.

Given under my hand this 9 day of January, 1957.

My commission expires 8/5/62.

(Notarial Seal)

W. French Ramey, Notary Public

State of West Va., County of Jefferson, ss.

IN THE CLERK'S OFFICE OF COUNTY COURT: JANUARY 9th, 1957

This Deed of B. & S., dated Jan. 9th, 1957 from George H. Rutherford, et ux. to Nathaniel F. Downing, et ux. was produced in this office and duly admitted to record.

Test,

Emily A. M. Stanley, Clerk of said Court

#####

Handwritten notes on the right margin: "1/9/57" and a signature.

122/29-0

(see parcel #18)

6670

THIS DEED made this 17th day of August, 1988, by and between Russell B. Roper and Betty J. Roper, husband and wife, hereinafter referred to as Grantors and Debra R. Battle, divorced, and Mark E. Roper, single,

hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantors do hereby grant and convey, with covenants of general warranty, in fee simple, unto the said Grantee, all those certain lots or parcels of real estate, with improvements thereon and appurtenances thereunto belonging, as follows: all in Jefferson County, West Virginia.

All those certain properties, hereinafter listed but not limited to, which were conveyed, individually, separately or jointly to Russell B. Roper or Betty J. Roper, husband and wife, the grantors herein, by deed(s) of record at the Office of the Clerk of the Jefferson County Court in Deed.

Deed Book 261, Page 314

Parcel #1 - In the Charles Town District fronting 77 feet on the North side of said Eagle Avenue and running back 137 feet 6 inches, in the line between the lot hereby conveyed and the lot owned, or formally owned by Nancy Brown and the North back line of 184 feet along the Norfolk and Western Railroad and with a last or closing line 169 feet to the beginning and being the same real estate that was conveyed to Russell B. Roper and Betty Jean Roper from Nannie P. Clay on July 15th, 1963 recorded in Deed book 261, Page 314 and being the same real estate conveyed to Nannie Clay from C. Wainwright, August 1, 1932, Deed Book 137, Page 512.

0-23-7-2 Russell B. Roper

Parcel #2 - Deed Book 266, Page 399 being of the same real estate conveyed to Russell B. Roper and Betty J. Roper by Deed 11th day of May, 1964 from P.O. Dunaway. Beginning at the northwest corner of the brick building now owned by the American Legion; thence by the west side of said building 108 feet to a point; thence by a new line in a westerly direction with said American Legion a distance of 22 feet more or less to a corner with Otts property thus in a normal direction with the said Ott property formerly the American Legion, 108 feet to a point in the south line of west Washington Street, thence in an easterly direction, 22 feet to the point of

beginning being a portion of the same lot or parcel of real estate which was conveyed to the said Dunaways from Pitts Jefferson Theater, Inc. by Deed dated August 26, 1959 and recorded in the office of the clerk, of the county court of Jefferson County, West Virginia, in Deed Book 233, at Page 583.

Parcel #3 - Deed Book 525, Page 179 in the Charles Town Corporation, One lot 406 South Charles Street, Charles Town, fronting 29.5 on the west side of South Charles Street and running back between parallel line 100 feet in a westerly direction as being the same parcel deeded to Russell B. Roper the 3rd day of February, 1984 by and between Robert R. Skinner, Deputy Commissioner of Forfeited and Delinquent Lands for Jefferson County, West Virginia acting for and on behalf the State of West Virginia, grantor and Russell B. Roper, grantee.

Parcel #4 - Deed Book 521, Page 284

This lot number 19 in block 89, in the City of Ranson, West Virginia as shown on the plat of the lands of the Charles Town Mining, Manufacturing and Improvement Company recorded in the office of the clerk, of the county commission, of said county being in the same lot that was conveyed to Russell B. Roper by Deed, the 3rd day of February, 1984, by and between Robert R. Skinner, Deputy Commissioner of Forfeited and Delinquent Lands for Jefferson County, West Virginia, acting for and on behalf of the State of West Virginia, Grantor, and Russell B. Roper, Grantee.

Parcel #5 - Deed Book 360, Page 461

All that certain lot of land, improved with dwelling and other improvements thereon and all rights of way appurtenant thereto, fronting 25 feet on Water Street, in Charles Town, Jefferson County, West Virginia extending back in parallel lines of 124 feet on the northern line and 95 feet on the southern line to lot in rear thereof, which property was conveyed to Ernest K. Hovermill by Albert Strother by deed of September 23, 1940, recorded in the office of the clerk, of the county court, of said county in Deed Book 152, Page 532 and being all of the said property conveyed to the said Samuel Galloway by said Ernest K. Hovermill deed dated September 28, 1940, recorded in said clerk's office, in Deed Book 152, Page 533, and being the same property that was conveyed to the Grantor herein by deed of Samuel Galloway dated October 10, 1947, and recorded in said Clerk's office in Deed Book 170 at page 33, to which said deeds and the references therein contained reference is made. Being the same real estate that was deeded to Russell B. Roper and Betty J. Roper, grantees, by Martha Galloway,

widow, grantor the 19th day of June, 1973 recorded in the county clerk's office, Jefferson County, Charles Town, West Virginia.

Parcel #6 - Deed Book 261, Page 178

Being the same real estate conveyed to Russell B. Roper and Betty J. Roper, husband and wife, party of the second part and F. Dean Nichols, Special Commissioner, party of the first part, that certain lot or parcel of real estate with improvement situated thereon in Charles Town, Jefferson County, West Virginia and described as lot 29 on the plat as surveyed by J.B. McElroy for George H. Hagley and recorded in the office of the clerk, of the county court of Jefferson County, Charles Town, West Virginia, Deed Book R at Page 257 said lot fronting on the west side of South Charles Street, 29.5 feet and extending back between parallel lines a distance of 100 feet in the rear, said lot being the same which was conveyed to Lewis H. Rutherford and Eliza Rutherford, his wife, by Deed dated March 13, 1908, and recorded in the aforesaid County Clerk's Office in Deed Book 100 at Page 347 to which said Deed and reference therein contained, reference is hereby made.

Parcel #7 - Deed Book 438 Page 157

This lot fronting on the north side of North Street, 28 1/2 more or less extending back and even with between parallel lines the full length of the adjoining, Eliza Johnson lot to a line in the rear thereof. The dwelling thereon is known as number 222 W. North Street, Charles Town, West Virginia being the same real estate conveyed to Russell B. Roper and Betty J. Roper from the Blakeley Bank and Trust Company as a corporation as Trustee of the Estate of Darwin M. Henesy, deceased, party of the first part; and Barbara Henesy Reinoso and Lewis Reinoso, her husband, and Billie Jean Henesy McGee and Richard McGee, her husband, parties of the second part; the said parties of the first part and second part all of whom are hereinafter referred to as Grantors, and Russell B. Roper and Betty J. Roper, husband and wife, and the survivor as hereinafter set forth, parties of the third part and hereinafter referred to as Grantees, Deed dated the 10th day of July, 1972.

Parcel #8 - Deed Book 214, Page 35

All that certain lot or parcel of real estate located in Charles Town, Jefferson County, West Virginia, fronting on Eagle Avenue in said town and county and more particularly described as follows: Beginning on the North side of Eagle Avenue at east corner of property formerly owned by Henry Dunn,

likewise fronting on Eagle Avenue and running thence 110 feet to a line of property owned by Frank Butler, thence northwardly with the line of said Frank Butler 176 feet to Mill Race, thence westerly along said Mill Race 100 feet to the Norfolk and Western Railroad, and being the same real estate that was conveyed to Russell B. Roper and Betty J. Roper the 19th day of September, 1956 between Frederick O. Bryer, Special Commissioner, party of the first part for the Estate of Thomas Henry Banks, from Mary F. Lippitt et al, dated September 8, 1931, recorded in the Office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book 140, Page 481.

Parcel #9 - Deed Book 226, Page 380

Being the same real estate that was conveyed to Russell B. Roper and Betty J. Roper, parties of the second part Ella R. Haines, widow, party of the first part Deed dated 1st day of August, 1958, certain lots or parcels of real estate situated in the town of Charles Town, Jefferson County, West Virginia, designated on the plat of the lands of the C.M.M. and I Company as Lots fifteen and sixteen (Lots 15 & 16) Block sixty-four (64), which said plat is of record in the office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book X, Page 442. Being the same two (2) lots or parcels of land which were conveyed to Clayton L. Haines by Henry Green and wife by deed dated August 1, 1939, and of record in the aforesaid County Clerk's office in Deed Book 150, Page 206, to which said deed and the references therein contained, reference is hereby had for a more complete and particular description of said lots or parcels of real estate.

Parcel #10 - Deed Book 545, Page 514

This lot with improvements fronting 30 feet on the east side of South Lawrence Street and extending back a uniform with 100 feet to the line of other property in the rear bounded on the south by Ann Street and being all the same property which was conveyed to Charles H. Ross during his lifetime by W.F. Lippitt and wife, by deed dated June 18, 1892, of record in the office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book "Z", at page 269, to which reference is had. And being the same real estate that was conveyed to Russell B. Roper party of the second party and Reginald Ross, unmarried, and Nethersole Jones, unmarried, sole surviving heirs at law of Charles H. Ross, deceased, parties of the first part. Deed dated the 1st day of March, 1966.

Parcel #11 - Deed Book 614, Page 711

Being all of Lots Nos. 4,5,11 and 18 and that portion of the 20 foot right of way lying between Lots 11-18, as said lots and right of way are more particularly bounded and described according to a survey and plat thereof, entitled "Russell B. Roper Subdivision, Plat Lots 1 to 21", dated December 14, 1971, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 2 at page 311. Being the same parcels of real estate that were conveyed unto the Grantor herein from Russell B. Roper and Betty J. Roper, husband and wife, by deed dated October 3, 1988. The lands hereby conveyed are adjacent to and contiguous with each other and with other lands, having been conveyed to Russell B. Roper, by deed of record in the aforesaid Clerk's Office in Deed Book 304 at page 154, and are now merged as one parcel. The purpose of these straw party deeds is to create a single parcel comprising Lots Nos. 4,5,11 and 18 and that portion of the 20 foot right of way lying between Lots 11-14. And being the same real estate conveyed to Betty J. Roper, a married woman, grantee and Petter L. Chakmakin, Trustee hereinafter referred as grantor. Deeded the 3rd day of October, 1988.

Parcel #12 - Deed Book 575, Page 720

A certain lot with its improvements thereon and right of way thereon attached, beginning at a point on line between G. H. Hagley and Dr. W.F. Lippitt 165 feet 6 inches in an easterly direction from Lawrence Street; thence with said line 30 feet easterly; thence 110 feet southerly parallel to Lawrence Street; thence westerly 30 feet along street opened by said W.F. Lippitt on his land parallel to first line; thence 110 feet northerly to point of beginning. And being a part of the same real estate that was conveyed to the late Virginia Eby Benner by her husband Grover C. Benner by deed bearing date the 15th day of January, 1975 and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book No. 385, Page 580. And being the same real estate that was conveyed to Betty J. Roper the 29th day of January, 1986 by and between the Bank of Charles Town, a Corporation, as Executor and Trustee under the will of Virginia Eby Benner, deceased, and also as Trustee under Agreement dated January 2, 1977 with Virginia Eby Benner, party of the first part, and Betty J. Roper, party of the second part.

Parcel #13 - Deed 545 Page 518

That certain parcel of real estate and the improvements thereon situate and being on the east side of Lawrence Street extended, commonly known as South Lawrence Street, fronting on the east side of said street 30 feet and extending back in an easterly direction an equal width 105 feet, said

property being between property owned by Russell Roper on the south and Harry Powell on the north. And being a part of the same property conveyed to Mark E. Roper from Russell B. Roper and Betty J. Roper, husband a wife, by deed dated June 8, 1979, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 467 at page 353, thereon described as Parcel 9. And being the same real estate that was deeded on the 3rd day of September, 1985, by and between Mark E. Roper, single, hereinafter referred to as Grantor, and Betty J. Roper, a married woman, hereinafter referred to as Grantee.

Parcel #14 - Deed Book 337 Page 140

Being a parcel of real estate with its improvements and appurtenances; fronting 25 feet on the north side of East North Street in Charles Town, Jefferson County, West Virginia and extending back northwardly between parallel lines to the property line of the Baltimore and Ohio Railroad Company, as shown on a plat including "David Carey's Let", dated October, 1920, and recorded in the office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book No. 124, at page 56, which was conveyed to Ella D. Carey by her husband, David T. Carey, by deed dated the 12th day of May, 1945, recorded in said Clerk's office in Deed Book No. 162, page 414; said David T. Carey having reserved in the aforementioned deed a life estate to himself in the said real estate, and the said David T. Carey being now deceased. And being the same real estate conveyed to Betty J. Roper, party of the second part and The Bank of Charles Town, a Corporation as executor of the Estate of Ella D. Carey, deceased, party of the first part.

Parcel #15 - Deed Book 575 Page 689

A parcel of improved real estate situated in the City of Charles Town, West Virginia beginning on the easterly street line of South West Street in said Town at a pipe 87 feet north of the northeast corner of West Street and Academy Alley; thence continuing along the east line of said West Street N 20 degrees 20" W 45 feet to a pipe; thence S 70 degrees 51' E 134.50 feet to a pipe and to property formerly owned by John H. Talbott; thence S 20 degrees 20' E 45 feet to a pipe in land formerly owned by the Grant Order of Galilean Fisherman; and finally N 70 degrees 51' W a distance of 134.50 feet to the point of beginning; being the same which was conveyed to Sylvia Rideout by deed dated May 1942 from the Grant Order of the Star of Bethlehem, recorded in the Office of the Clerk of the County Court of Jefferson County, West Virginia, in Deed Book 157, at Page 153. And being the same real estate that was conveyed to Sherwood Bryant, one of the

Grantors herein, by deed dated January 6, 1984, from Vincent V. Chaney, Special Receiver for Taylor Enterprises, Inc., a West Virginia corporation, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 520, at Page 321. And being the same real estate that was conveyed to Betty J. Roper by Taylor Enterprises, Inc., A West Virginia Corporation, and Sherwood Bryant and Morissey Bryant, husband and wife parties of the first part and Taylor Enterprises, Inc. party of the second part both referred to as, Grantors in a quit claim deed made this 7th day of April, 1987.

Parcel #16 - Deed Book 614 Page 706

Being all of Lots Nos. 1, 2, 13, 14, 15 and 16 and that portion of the 20 foot right of way lying between Lots 15 - 16 and 13 - 14 and lying between Lots 14 - 1 and the northern boundary of the property, as said lots and right of way are more particularly bounded and described according to a survey and plat thereof, entitled "Russell B. Roper Subdivision, Plat Lots 1 to 21", dated December 14, 1971, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 2 at page 311. And being the same parcels of real estate that were conveyed unto the Grantor herein from Russell B. Roper and Betty J. Roper, husband and wife, by deed dated October 3, 1988, immediately preceding the recordation of this deed. The lands hereby conveyed are adjacent to and contiguous with each other lands, having been conveyed to Russell B. Roper, by deed of record in the aforesaid Clerk's Office in Deed Book 304 at page 154, and are now merged as one parcel. The purpose of these straw party deeds is to create a single parcel comprising Lots Nos. 1, 2, 13, 14, 15 and 16 and that portion of the 20 foot right of way lying between Lots 15-16 and 13-14 and lying between Lots 14-1 and the northern boundary of the property. And being the same real estate that was conveyed to Betty J. Roper, a married woman, hereinafter referred to as, Grantee and Peter L. Chakmakin, Trustee, referred to as Grantor deed dated 3rd day of October,

1988.

Parcel #17 - Deed Book 193 Page 489

Being the same two lots #7 and 8 of the Eugene E. Baylor subdivision of land and designated and described on the plat there of, made by J. James Skinner S.J.C. of record in the office of the Clerk of the County Court of Jefferson County West Virginia in deed book 165 page 27 as lot number 7 and lot number 8 each of said lots fronting sixty feet on 35 foot street leading Washington Street or Summit Point Road and extending back with a distance of 125 feet to the line in the rear thereof. And being the same real estate that was conveyed to Russell B. Roper by deed the 25th day of Feb. 1952 by and between Eugene E. Baylor and Violet Baylor his wife Dorothy Thornton McGill and Thomas McGill her husband Jennietta H. Taylor and William P. Taylor her husband her husband parties of the first part and Russell B. Roper Party of the second part recorded in Deed Book 193 page 489.

Parcel #18 - Deed Book 545 Page 530

Lot#9 Block#64 and being the same real estate described and designated on the plat of the subdivision of said block 64, recorded in the office of the Clerk of the County Commission of Jefferson County West Virginia Deed Book X at Page 442 said lot lies in the Western part of Charles Town and fronts on Mill Road formerly Eagle Ave. 40 feet and extends back 175 feet to Roper Street. And being the same lot that was conveyed to Russell B. Roper party of the second part referred to as Grantee from Corvella T. Carr widow party of the first part hereinafter referred to as Grantor the 5th day of August 1985.

Parcel #19 - Deed Book K Page 91

Being the same real estate with improvements located in the Kabletown District Jefferson County West Virginia that was deeded to Russell B. Roper by will from said C. Edward Roper a paper writing , bearing date of January 16, 1956 in Will Book K page 91 described as 40 acres more or less located on the Summit Point Road [front] and Huyett Road [side].

Parcel #20 - Deed Book 527 Page 282

Being the same lot number 20 in Block 89 in the City of Ranson as shown on the plat of lands of the Charles Town Mining Manufacturing and Improvement Company recorded in the office of the Clerk of the County

Being the same lot number 20 in Block 89 in the City of Ranson as shown on the plat of lands of the Charles Town Mining Manufacturing and Improvement Company recorded in the office of the Clerk of the County Commission of said County , deed made this 3rd day of Feb. 1984 by and between Robert Skinner Deputy Commissioner of Forfeited and Delinquent handle for Jefferson County, West Virginia acting for and on behalf of the State of West Virginia, Grantor, and Russell B. Roper Grantee description as recorded in deed Book 521 Page 282.

✓ Parcel #21 - Deed Book PB 3 Page 36
Water plant Lot in the Charles Town County Of Jefferson District Being a lot more described on plat of Cave Quarter Estates P.B.3 page 36.

✓ Parcel #22 - Deed Book PB 3 Page 36
Sewerage Plant lot in the Charles Town District County of Jefferson West Virginia being a lot more described on a Plat of Cave Quarter Estates P.B.3 page 36.

Parcel #23 - Deed Book 348 Page 162
Blk. 89 lot 17-18 Ranson

Being the same two lots in Ranson Corp. that was conveyed to Russell B. Roper and Betty J. Roper husband and wife referred to as Grantees and Blakley Bank and Trustee of the estate of Darwin M. Henesy , deceased , party of the first part , and Barbara Henesy Reinoso and Lewis Reinoso , her husband , and Bellie Jean Henesy McGee and Richard McGee her husband parties of the first and second part all whom are hereinafter referred to as grantors. Said lots were conveyed to Russell B. Roper and Betty J. Roper the 10th day of July 1972 Parties of the third part.

✓ Parcel #24 - Deed Book 304 Page 154
Being the same real estate that was conveyed to Russell B. Roper by and between the Board of Education of the County of Jefferson , Charles Town, West Virginia a public Corporation party of the first part and Russell B. Roper party of the second part recorded in Deed Book 304 Page 154 and more description Deed Book 546 Page 739 beginning at the intersection of the north line of Harewood Ave. now [Martin Luther King Ave.] with the west line of Eagle Ave. and to a stone at the eastern limits of the Norfolk and Western Railroad and fronting 98 feet and 97.40 more or less on Rt. 51 recorded from plat Russell B. Roper lots 1 to 21 from part of the real estate

deeded to Russell B. Roper by deed the 31st day of December 1968 from the Jefferson County Board of Education which now includes lots 6,7,8,9,10,19 more or less 1 acre as recorder in Deed Book 304 Page 154 and Deed Book 546 Page 739.

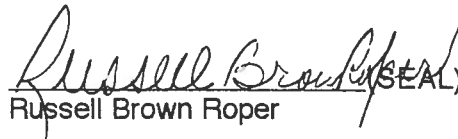
✓ Parcel #25 Deed Book 304 Page 154

Being part of the same real estate that was deeded to Russell B. Roper by deed dated the 31st day of December 1968 from the Jefferson County Board of Education, Charles Town, West Virginia and described more in deed Book 304 page 154 and deed Book 546 page 739 and tax map #11 as lots #3, 12, 17 and PT Road in the Charles Town District Jefferson County.

DECLARATION OF CONSIDERATION OR VALUE

Under penalties of fine and imprisonment, as provided by law, the undersigned hereby declares that the transfer of real estate to which this declaration is appended is not subject to West Virginia Exise Tax on the transfer of real esate for the reason that the same is a transfer between parents and children, without actual consideration, therefor exempt.

WITNESS the following signatures and seals :

 (SEAL)
Russell Brown Roper

 (SEAL)
Betty Jean Roper

EXHIBIT 6

THIS DEED OF CORRECTION made this 13th day of March, 2008, by and between JULIA M. DOWNING, party of the first part and hereinafter referred to as Grantor, and DEBRA R. BATTLE CORBETT and MARK E. ROPER, parties of the second part and hereinafter referred to as Grantees.

WHEREAS, by deed dated April 11, 1941, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 153, at Page 552, William R. Washington, et ux., conveyed the real estate hereinafter mentioned and described to Henry Green, but due to the scrivener's oversight the property description was defective; and

WHEREAS, by deed dated April 12, 1941, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 153, at Page 553, Henry Green, et ux., conveyed the real estate hereinafter mentioned and described to George H. Rutherford, but due to the scrivener's oversight the property description was defective; and

WHEREAS, by deed dated January 9, 1957, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 216, at Page 40, George H. Rutherford and Margarette L. Rutherford, his wife, conveyed the real estate hereinafter mentioned and described to Nathaniel F. Downing and Julia M. Downing, his wife, but due to the scrivener's oversight the property description was defective; and

WHEREAS, the parties desire to correct the aforesaid defective deed by this conveyance and deed of correction.

WITNESSETH: That for and in consideration of the premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantees, as tenants

in common, with general warranty of title, all of that certain lot or parcel of real estate, with improvements thereon and appurtenances thereunto belonging, situate in the City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

All that certain tract or parcel of real estate designated as "Lot 10", on a plat of survey dated November 18, 1995, prepared by Peter H. Lorenzen, P.S., entitled, "Plat Showing Improvements to Lots 9-12, Block 64...", which said plat is attached to, made a part of and incorporated in a deed of correction dated December 20, 2007, from Mark A. Roper, et al., to Julia M. Downing, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1057 at Page 544, and to which said deed and plat reference is hereby made for a more complete and accurate description by metes and bounds of the parcel hereby conveyed. Reference is also hereby made to the plat of the subdivision of Block 64 of the Charles Town Mining, Manufacturing and Improvement Company, recorded in the aforesaid Clerk's Office in Deed Book X, at Page 442. The lot hereby conveyed lies in the western part of Charles Town and fronts on Eagle Avenue (formerly Mill Road) 40 feet and extends back between parallel lines 175 feet to Davenport Street (formerly Roger Street).

AND BEING the same real estate conveyed to Nathaniel F. Downing and Julia M. Downing, his wife, from George H. Rutherford and Margarette L. Rutherford, his wife, by deed dated January 9, 1957, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 216, at Page 40. The said Nathaniel F. Downing (also known as Nathaniel F. Downing, Sr.) died October 10, 2004, whereupon full fee simple title vested in the said Julia M. Downing, pursuant to the survivorship provisions contained in the aforesaid deed.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to covenants, agreements, rights of way, restrictions, reservations and easements of record.

DECLARATION OF CONSIDERATION OR VALUE

Under penalty of fine and imprisonment as provided by law, the undersigned Grantor hereby declares that the transfer of real estate included in the document to which this declaration

is appended is not subject to the West Virginia Excise Tax on transfers of real estate for the reason that the same is a deed of correction, without additional consideration, and therefore is exempt.

WITNESS the following signature and seal:

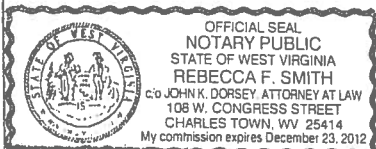
Julia M. Downing (SEAL)
JULIA M. DOWNING

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, To-wit:

The foregoing instrument was acknowledged before me this 13th day of March, 2008, by JULIA M. DOWNING, widow, in my said County and State.

(AFFIX NOTARIAL SEAL)



Rebecca F. Smith
NOTARY PUBLIC

My Commission expires Dec. 23, 2012.

THIS DOCUMENT WAS PREPARED BY:
John K. Dorsey, Attorney at Law
104 West Congress Street
P.O. Box 42
Charles Town, WV 25414

FILE NO: 5284

Certification of Status for Withholding Upon Disposition of West Virginia Real Estate

West Virginia Code §11-21-71b provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §11-21-71b do not apply when a transferor provides a certification of certain exemptions. Based on the certification below, Transferor either acknowledges the withholding, or claims exemption from the tax withholding requirements of West Virginia Code §11-21-71b.

NON-EXEMPT

_____ The Grantor(s) in this deed, acknowledge that I am a nonresident or nonresident entity; that the transfer by the document to which this affidavit is attached effects a change of ownership on the land books of the County Assessor for the county in which the real estate described herein is situate; that the "net proceeds" from this transfer as defined in West Virginia Code §11-21-71b(a)(2) payable to me are \$_____; and that the amount withheld from the payment by the real estate reporting person as defined under §6045 of the Internal Revenue Code was \$_____, which amount is the lesser of (i) two and one-half percent of the total payment to me, or (ii) an amount equal to six and one-half percent of the estimated capital gain derived from the sale or exchange.

EXEMPT

✓ _____ The Grantor(s) in this deed, acknowledge that the transfer by the document to which this affidavit is attached effects a change of ownership on the land books of the County Assessor for the county in which the real estate described herein is situate, but the transfer is exempt from the withholding tax on West Virginia source income as required by West Virginia Code §11-21-71b, for the following reason:

✓ _____ (1) I am a resident of the State of West Virginia.

_____ (2) The undersigned Grantor is a "resident entity" as defined under West Virginia Code §11-21-71b(a)(4), that the signatory for the resident entity is an agent of the Grantor, and has authority to sign this document on the Grantor's behalf.

_____ (3) The Grantor has presented to the real estate reporting person, as defined under Section 6045 of the Internal Revenue Code, a certificate issued by the Tax Commissioner stating that:

(A) No tax is due from the Grantor in connection with that sale or exchange of property;

(B) A reduced amount of tax is due from the Grantor in connection with that sale or exchange of property and stating the reduced amount that should be collected by the real estate reporting person, as defined under Section 6045 of the Internal Revenue Code, before recordation or filing; or

(C) The Grantor has provided adequate security to cover the amount required to be withheld under West Virginia Code §11-21-71b(c)(1).

_____ (3) The property transfer is:

(A) A "transfer pursuant to a foreclosure of a mortgage, deed of trust, or other lien instrument"; or

(B) A "transfer pursuant to a deed in lieu of foreclosure".

_____ (4) The property is transferred by the United States, the State of West Virginia, or a unit or political subdivision of the State of West Virginia.

_____ (5) The property being transferred is the Grantor's principal residence.

✓ (6) The property is transferred pursuant to a deed or other instrument of writing that includes a statement of consideration required in West Virginia Code §11-22-6 indicating that the consideration payable is zero.

Under penalty of perjury, the undersigned Grantor hereby certifies that he/she has examined this declaration and that, to the best of his/her knowledge, it is true, correct, and complete.

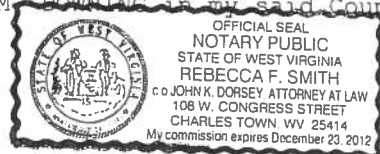
WITNESS the following signature and seal.

Julia M. Downing (SEAL)
JULIA M. DOWNING

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

The foregoing certification was subscribed, sworn to and acknowledged before me this 13th day of March, 2008, by JULIA M. DOWNING in my said County and State.



(AFFIX NOTARY SEAL)

Rebecca F. Smith
NOTARY PUBLIC

My commission expires: December 23, 2012

JENNIFER S MAGHAN
JEFFERSON County 04:27:56 PM
Instrument No 2008025294
Date Recorded 10/23/2008
Document Type DEED
Book-Page 1057-552
Recording Fee \$11.00
Additional \$5.00

EXHIBIT 7 -

THIS DEED OF CORRECTION made this 13th day of March, 2008, by and between DEBRA R. BATTLE CORBETT, married, and MARK E. ROPER, single, parties of the first part and hereinafter referred to as Grantors, and JULIA M. DOWNING, party of the second part and hereinafter referred to as Grantee.

WHEREAS, by deed dated August 5, 1985, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 545, at Page 530, Cornelia T. Carr, widow, conveyed the real estate hereinafter mentioned and described to Russell B. Roper, but due to the scrivener's oversight the property description was defective; and

WHEREAS, by deed dated August 17, 1988, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 722, at Page 290, Russell B. Roper and Betty J. Roper, husband and wife, conveyed the real estate hereinafter mentioned and described to Debra R. Battle, divorced, and Mark E. Roper, single; and

WHEREAS, the parties desire to correct the aforesaid defective description by this conveyance and deed of correction.

NOW THEREFORE WITNESSETH: That for and in consideration of the premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey unto the Grantee, with general warranty of title, all of that certain lot or parcel of real estate, with improvements thereon and appurtenances thereunto belonging, situate in the City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

All that certain tract or parcel of real estate designated as "Lot 9", on a plat of survey dated November 18, 1995, prepared by Peter H. Lorenzen, P.S., entitled, "Plat Showing Improvements to Lots 9-12, Block 64....", which said plat is attached hereto, made a part hereof and incorporated herein by reference, and to which said plat reference is hereby made for a more complete and accurate description by metes and bounds of the parcel hereby conveyed. Reference is also hereby made to the plat of the

subdivision of Block 64 of the Charles Town Mining, Manufacturing and Improvement Company, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book X, at Page 442. The lot hereby conveyed lies in the western part of Charles Town and fronts on Eagle Avenue (formerly Mill Road) 40 feet and extends back between parallel lines 175 feet to Davenport Street (formerly Roger Street).

AND BEING a portion of the same real estate conveyed to Debra R. Battle Corbett and Mark E. Roper from Russell B. Roper and Betty J. Roper, husband and wife, by deed dated August 17, 1988, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 722, at Page 290.


THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to covenants, agreements, rights of way, restrictions, reservations and easements of record.

DECLARATION OF CONSIDERATION OR VALUE

Under penalty of fine and imprisonment as provided by law, the undersigned Grantors hereby declare that the transfer of real estate included in the document to which this declaration is appended is not subject to the West Virginia Excise Tax on transfers of real estate for the reason that the same is a deed of correction, without additional consideration, and therefore is exempt.

WITNESS the following signatures and seals:

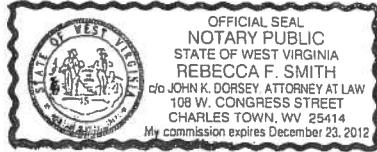
 (SEAL)
DEBRA R. BATTLE CORBETT

 (SEAL)
MARK E. ROPER

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, To-wit:

The foregoing instrument was acknowledged before me this 17th
~~March~~ ^{October}, 2008, by DEBRA R. BATTLE CORBETT, in my said County
and State.

(AFFIX NOTARIAL SEAL)



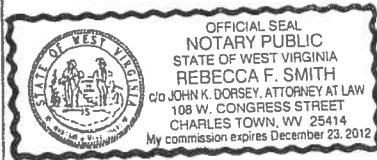

NOTARY PUBLIC

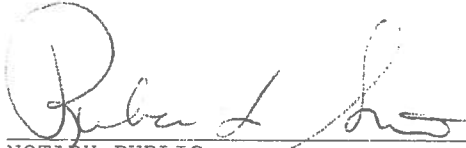
My Commission expires December 23, 2012.

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, To-wit:

The foregoing instrument was acknowledged before me this 13th
~~March~~ ^{October}, 2008, by MARK E. ROPER, single, in my said County and
State.

(AFFIX NOTARIAL SEAL)




NOTARY PUBLIC

My Commission expires December 23 2012.

THIS DOCUMENT WAS PREPARED BY:
John K. Dorsey, Attorney at Law
104 West Congress Street
P.O. Box 42
Charles Town, WV 25414

SCALE 1" = 40'

DATE-11/18/95

DWG # 537

FENCE POST

FENCE POST

FENCE POST

FENCE POST

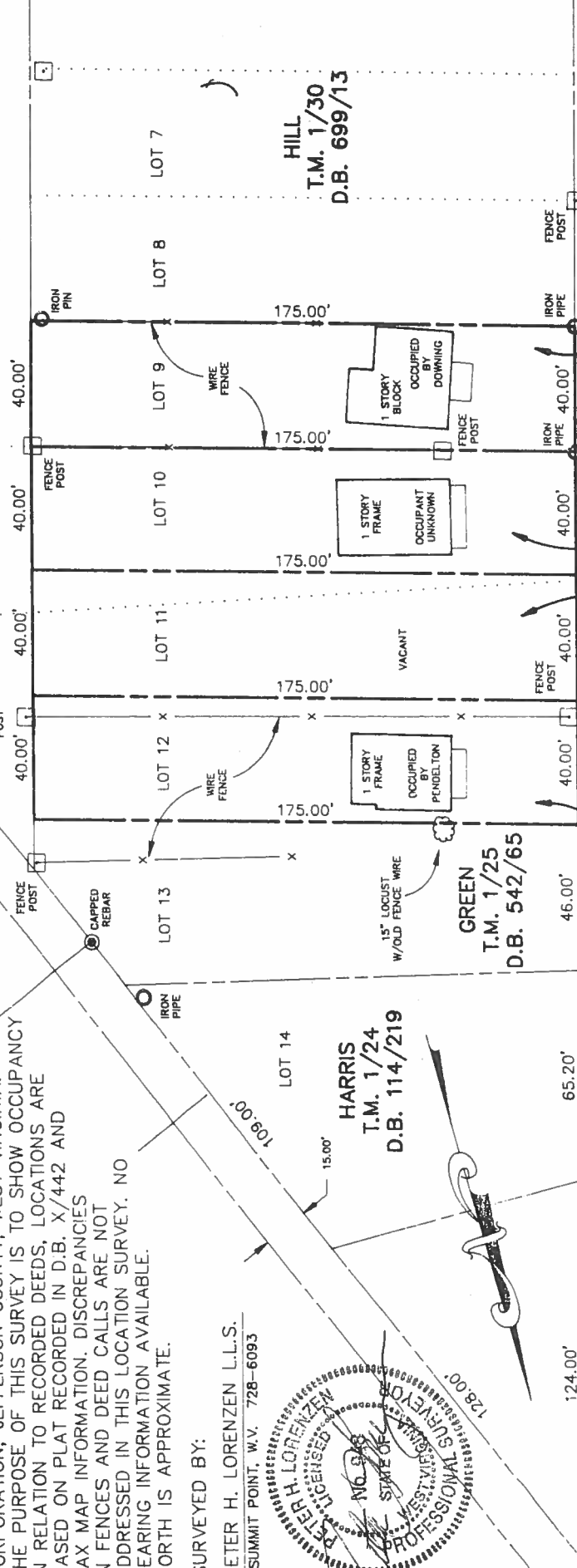
FENCE POST

FENCE POST

FENCE POST

DAVENPORT STEET
(43' ROW)

* P/O LOTS 10 & 11
D.B. 144/166



HILL
T.M. 1/30
D.B. 699/13

BATTLE
T.M. 1/29
D.B. 722/290

DOWNNING
T.M. 1/28
D.B. 216/40

PENELTON
T.M. 1/27
D.B. 218/84

McDANIEL
T.M. 1/26
D.B. 409/56

HARRIS
T.M. 1/24
D.B. 114/219

GREEN
T.M. 1/25
D.B. 542/65

NOTE: THIS IS NOT A BOUNDARY SURVEY.
PLAT OF HOUSE LOCATION FOR: NATE DOWNING

PLAT SHOWING IMPROVEMENTS TO LOTS 9-12 BLOCK 64,
STANDING IN THE NAMES AS SHOWN ON THIS PLAT AND
RECORDED IN THE OFFICE OF THE COUNTY CLERK OF
JEFFERSON COUNTY, LOCATED IN CHARLES TOWN
CORPORATION, JEFFERSON COUNTY, WEST VIRGINIA.
THE PURPOSE OF THIS SURVEY IS TO SHOW OCCUPANCY
IN RELATION TO RECORDED DEEDS, LOCATIONS ARE
BASED ON PLAT RECORDED IN D.B. X/442 AND
TAX MAP INFORMATION. DISCREPANCIES
IN FENCES AND DEED CALLS ARE NOT
ADDRESSED IN THIS LOCATION SURVEY. NO
BEARING INFORMATION AVAILABLE.
NORTH IS APPROXIMATE.

SURVEYED BY:
PETER H. LORENZEN L.L.S.
SUMMIT POINT, W.V. 728-6093



THIS PROPERTY IS MAPPED ON FEMA PANEL # 540066 0001 C ZONE X.
IT IS NOT MAPPED IN A FLOOD ZONE.

Certification of Status for Withholding Upon Disposition of West Virginia Real Estate

West Virginia Code §11-21-71b provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §11-21-71b do not apply when a transferor provides a certification of certain exemptions. Based on the certification below, Transferor either acknowledges the withholding, or claims exemption from the tax withholding requirements of West Virginia Code §11-21-71b.

NON-EXEMPT

_____ The Grantor(s) in this deed, acknowledge that I am a nonresident or nonresident entity; that the transfer by the document to which this affidavit is attached effects a change of ownership on the land books of the County Assessor for the county in which the real estate described herein is situate; that the "net proceeds" from this transfer as defined in West Virginia Code §11-21-71b(a)(2) payable to me are \$_____; and that the amount withheld from the payment by the real estate reporting person as defined under §6045 of the Internal Revenue Code was \$_____, which amount is the lesser of (I) two and one-half percent of the total payment to me, or (ii) an amount equal to six and one-half percent of the estimated capital gain derived from the sale or exchange.

EXEMPT

_____ The Grantor(s) in this deed, acknowledge that the transfer by the document to which this affidavit is attached effects a change of ownership on the land books of the County Assessor for the county in which the real estate described herein is situate, but the transfer is exempt from the withholding tax on West Virginia source income as required by West Virginia Code §11-21-71b, for the following reason:

- ✓ _____ (1) I am a resident of the State of West Virginia.
- _____ (2) The undersigned Grantor is a "resident entity" as defined under West Virginia Code §11-21-71b(a)(4), that the signatory for the resident entity is an agent of the Grantor, and has authority to sign this document on the Grantor's behalf.
- _____ (3) The Grantor has presented to the real estate reporting person, as defined under Section 6045 of the Internal Revenue Code, a certificate issued by the Tax Commissioner stating that:
- (A) No tax is due from the Grantor in connection with that sale or exchange of property;
 - (B) A reduced amount of tax is due from the Grantor in connection with that sale or exchange of property and stating the reduced amount that should be collected by the real estate reporting person, as defined under Section 6045 of the Internal Revenue Code, before recordation or filing; or
 - (C) The Grantor has provided adequate security to cover the amount required to be withheld under West Virginia Code §11-21-71b(c)(1).
- _____ (3) The property transfer is:
- (A) A "transfer pursuant to a foreclosure of a mortgage, deed of trust, or other lien instrument"; or
 - (B) A "transfer pursuant to a deed in lieu of foreclosure".
- _____ (4) The property is transferred by the United States, the State of West Virginia, or a unit or political subdivision of the

State of West Virginia.

_____ (5) The property being transferred is the Grantor's principal residence.

✓ (6) The property is transferred pursuant to a deed or other instrument of writing that includes a statement of consideration required in West Virginia Code §11-22-6 indicating that the consideration payable is zero.

Under penalty of perjury, the undersigned Grantor hereby certifies that he/she has examined this declaration and that, to the best of his/her knowledge, it is true, correct, and complete.

WITNESS the following signature and seal.

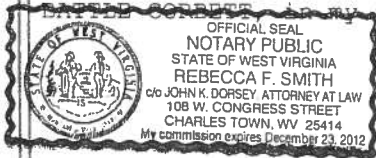
Debra R. Battle Corbett (SEAL)
DEBRA R. BATTLE CORBETT

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

The foregoing certification was subscribed, sworn to and acknowledged before me this 17th day of ~~March~~ ^{October}, 2008, by DEBRA R.

_____ in my said County and State.



(AFFIX NOTARY SEAL)

Rebecca F. Smith
NOTARY PUBLIC

My commission expires: December 23 2012

Certification of Status for Withholding Upon Disposition of West Virginia Real Estate

West Virginia Code §11-21-71b provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §11-21-71b do not apply when a transferor provides a certification of certain exemptions. Based on the certification below, Transferor either acknowledges the withholding, or claims exemption from the tax withholding requirements of West Virginia Code §11-21-71b.

NON-EXEMPT

_____ The Grantor(s) in this deed, acknowledge that I am a nonresident or nonresident entity; that the transfer by the document to which this affidavit is attached effects a change of ownership on the land books of the County Assessor for the county in which the real estate described herein is situate; that the "net proceeds" from this transfer as defined in West Virginia Code §11-21-71b(a)(2) payable to me are \$_____; and that the amount withheld from the payment by the real estate reporting person as defined under §6045 of the Internal Revenue Code was \$_____, which amount is the lesser of (I) two and one-half percent of the total payment to me, or (ii) an amount equal to six and one-half percent of the estimated capital gain derived from the sale or exchange.

EXEMPT

The Grantor(s) in this deed, acknowledge that the transfer by the document to which this affidavit is attached effects a change of ownership on the land books of the County Assessor for the county in which the real estate described herein is situate, but the transfer is exempt from the withholding tax on West Virginia source income as required by West Virginia Code §11-21-71b, for the following reason:

(1) I am a resident of the State of West Virginia.

_____ (2) The undersigned Grantor is a "resident entity" as defined under West Virginia Code §11-21-71b(a)(4), that the signatory for the resident entity is an agent of the Grantor, and has authority to sign this document on the Grantor's behalf.

_____ (3) The Grantor has presented to the real estate reporting person, as defined under Section 6045 of the Internal Revenue Code, a certificate issued by the Tax Commissioner stating that:

(A) No tax is due from the Grantor in connection with that sale or exchange of property;

(B) A reduced amount of tax is due from the Grantor in connection with that sale or exchange of property and stating the reduced amount that should be collected by the real estate reporting person, as defined under Section 6045 of the Internal Revenue Code, before recordation or filing; or

(C) The Grantor has provided adequate security to cover the amount required to be withheld under West Virginia Code §11-21-71b(c)(1).

_____ (3) The property transfer is:

(A) A "transfer pursuant to a foreclosure of a mortgage, deed of trust, or other lien instrument"; or

(B) A "transfer pursuant to a deed in lieu of foreclosure".

_____ (4) The property is transferred by the United States, the State of West Virginia, or a unit or political subdivision of the


State of West Virginia.

_____ (5) The property being transferred is the Grantor's principal residence.

(6) The property is transferred pursuant to a deed or other instrument of writing that includes a statement of consideration required in West Virginia Code §11-22-6 indicating that the consideration payable is zero.

Under penalty of perjury, the undersigned Grantor hereby certifies that he/she has examined this declaration and that, to the best of his/her knowledge, it is true, correct, and complete.

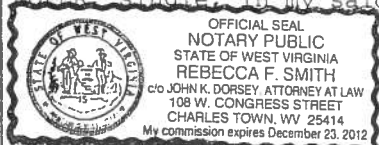
WITNESS the following signature and seal.

 (SEAL)
MARK E. ROPER

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

The foregoing certification was subscribed, sworn to and acknowledged before me this 23rd October day of ~~March~~, 2008, by MARK E. ROPER, single, in my said County and State.



(AFFIX NOTARY SEAL)


NOTARY PUBLIC

My commission expires: December 23, 2012

JENNIFER S MAGHAN
JEFFERSON County 04:23:24 PM
Instrument No 2008025283
Date Recorded 10/23/2008
Document Type ~~DEED~~ COR
Book-Page 1057-544
Recording Fee \$14.00
Additional \$5.00



CHARLES TOWN CORPORATION
 CHARLES TOWN CORPORATION

1 inch = 100 feet

MARTIN LUTHER KING JR. AVENUE

MARTIN LUTHER KING JR. AVENUE

EAGLE AVENUE

MAPLE AVENUE

WESTERN RAILROAD

MARTIN LUTHER KING JR. AVENUE

MARTIN LUTHER KING JR. AVENUE

MARTIN LUTHER KING JR. AVENUE

MARTIN LUTHER KING JR. AVENUE

MARTIN LUTHER KING JR. AVENUE

MARTIN LUTHER KING JR. AVENUE

MARTIN LUTHER KING JR. AVENUE



County Commission of Jefferson County, West Virginia

Jefferson County Sheriff's Tax Office • 112 E. Washington Street • Charles Town, WV 25414
(304) 728-3229

Jefferson County Real Property - Tax Year: 2018

Ticket Number:	000008139	Account Number:	00007426
District:	03 - CHARLES TOWN CORP	Taxpayer I.D.:	

Owner Name: DOWNING NATHANIEL F & JULIA In Care of: Address: 605 EAGLE AVE CHARLES TOWN WV 25414 Lending Inst:	Property: LT 10-EAGLE AVE., BLK 64 <hr/> Map: 1 Parcel: 0028 0000 0000 Lot Size: Acreage: Book: 216 Page: 40
Tax Class: 2 Homestead Exemption: <input checked="" type="checkbox"/> Back Tax: Exoneration: Prior Delinquents: Special Disposition:	

AMOUNTS DUE: First Half: none due Second Half: none due Total Due: none due

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	23900	23900	
Building	22300	22300	
Total	46200	26200	185.39

PAYMENTS RECEIVED:

	First Half	Second Half
Net	185.39	185.39
Discount	4.63	4.63
Interest	.00	.00
Total	180.76	180.76
Date	08/21/2018	02/22/2019

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[Click here to begin a new search.](#)



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County Commission of Jefferson County, West Virginia

Jefferson County Sheriff's Tax Office • 112 E. Washington Street • Charles Town, WV 25414
(304) 728-3220

Jefferson County Real Property - Tax Year: 2018

Ticket Number:	0000007661	Account Number:	00007427
District:	03 - CHARLES TOWN CORP	Taxpayer I.D.:	

Owner Name: BATTLE DEBRA R ET AL In Care of: Address: 418 S SAMUEL ST CHARLES TOWN WV 25414 Lending Inst:	Property: LT #9 EAGLE AVE-BLK 64 CARR <hr/> Map: 1 Parcel: 0029 0000 0000 Lot Size: Acreage: Book: 722 Page: 290						
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Tax Class: 4</td> <td style="width: 15%;">Homestead Exemption:</td> <td style="width: 15%;">Back Tax:</td> <td style="width: 15%;">Exoneration:</td> <td style="width: 15%;">Prior Delinquents:</td> <td style="width: 15%;">Special Disposition:</td> </tr> </table>		Tax Class: 4	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Disposition:
Tax Class: 4	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Disposition:		

AMOUNTS DUE: First Half: none due Second Half: none due Total Due: none due

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	19300	19300	
Building	0	0	
Total	19300	19300	273.14

PAYMENTS RECEIVED:

	First Half	Second Half
Net	273.14	273.14
Discount	.00	.00
Interest	6.15	.00
Total	279.29	273.14
Date	12/28/2018	03/28/2019

Format for Printer

[Click here to begin a new search.](#)



1259

Frank J. Beckwith, et ux.
To: DEED OF B. & S.
Alice S. Pendleton

THIS DEED made this 6th day of May, 1957, between Frank J. Beckwith and Shannon D. Beckwith, his wife, parties of the first part, and Alice S. Pendleton, party of the second part WITNESSETH that for and in consideration of the sum of four thousand and eight hundred dollars (\$4,800.00), secured by a Deed of Trust, bearing even date herewith, on the property hereby conveyed, said parties of the first part hereby grant and convey with general warranty unto the said party of the second part the following described property to-wit:

That certain tract or parcel of land improved by a dwelling house and out-buildings situate on Eagle Avenue, heretofore referred to as Roger Street, in the town of Charles Town, Charles Town District, Jefferson County, West Virginia, being part of Lots # 10 and 11, in Block 64, as designated on the plat of the lands of the Charles Town Mining, Manufacturing, and Improvement Company, recorded in the office of the Clerk of the County Court of said County and State in Deed Book X, page 1,

Said property fronting 42 feet on said Eagle Avenue or Roger Street, extending back a distance of 210 feet measuring 56 feet in the rear and being the same which was conveyed to the said Frank J. Beckwith by Henry Green and Evie Green, his wife, by deed dated the 6th day of July, 1936, and recorded in the said Clerk's Office in Deed Book 144, page 166. To which deed and the deeds therein referred to reference is here made for a more particular description of the property hereby conveyed.

WITNESS the following signatures and seals.

Frank J. Beckwith (SEAL)
Shannon D. Beckwith (SEAL)

Documentary stamps \$5.50 affixed.

Handwritten note: To Alice S. Pendleton - 12/10/58

STATE OF WEST VIRGINIA TO-WIT:
COUNTY OF JEFFERSON

I, A. L. Baylor, a Notary Public in and for said County and State, do hereby certify that Frank J. Beckwith and Shannon D. Beckwith, his wife, whose names are signed to the attached deed, bearing date the 6th day of May, 1957, have this day acknowledged the same before me in my said County.

Given under my hand this 6th day of May, 1957.

My commission expires January 27 - 1962.

A. L. Baylor, Notary Public.

State of West Va., County of Jefferson, ss.

IN THE CLERK'S OFFICE OF COUNTY COURT: MAY 7th, 1957

This Deed of B. & S., dated May 6th, 1957 from Frank J. Beckwith, et ux. to Alice S. Pendleton was produced in this office and duly admitted to record.

Test,

Emily A. W. Stanley, Clerk of said County

#####

COPY

I, Alice S. Pendleton, of Charles Town, Jefferson County, West Virginia, do declare this to be my Last Will and Testament, hereby revoking any and all Wills heretofore made by me.

I give, devise and bequeath my entire estate, real, personal and mixed, of whatsoever kind, and wheresoever situate, to my daughter, Julia Mae Downing, absolutely and in fee simple.

I hereby appoint my daughter, Julia Mae Downing, Executrix of this my Last Will and Testament, and request that she be allowed to qualify as such Executrix, without security, on her bond.

Done this 30 day of NOVEMBER, 1966.

Alice S. Pendleton

Mary H. Langdon WITNESS

Harvey B. Langdon WITNESS

JEFFERSON COUNTY, WV
FILED
June 12, 2008 12:21 PM
JENNIFER S. HATHAN
COUNTY CLERK
TRANSACTION NO: 2008004701
WILL BOOK
Page 14 Page 11048



EXHIBIT 14

THIS DEED made this 19th day of March, 2001, by and between RUTH E. McDANIEL, party of the first part and hereinafter referred to as Grantor, and JOHN MAO, party of the second part and hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, with general warranty of title, in fee simple, all of the following described real estate with all improvements thereon situate in the Charles Town Corporation, Jefferson County, West Virginia, and more particularly described as follows, to-wit:

PARCEL ONE: All of that certain tract or parcel of real estate, located in the City of Charles Town, Jefferson County, West Virginia, and being all of Lot No. 12 in Block 64 as the same is bounded and described in a plat of the lands of the Charles Town Mining, Manufacturing and Improvement Company, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book X, at Page 442, the said lot herein conveyed being therein described as fronting 40 feet on Roger Street and extending back between parallel lines 175 feet to Mill Road.

AND BEING the same real estate conveyed to Ruth E. McDaniel, single, from William R. Washington, widower, by deed dated June 26, 1976, recorded in the aforesaid Clerk's Office in Deed Book 409, at Page 56.

PARCEL TWO: All of that certain tract or parcel of land, known as 546 Eagle Avenue, situate in the City of Charles Town, County of Jefferson, State of West Virginia, improved by a dwelling and outbuilding, the lot hereby conveyed being bounded by metes and bounds as follows: Beginning at the southern corner of the lot of D. S. Hughes (formerly Lewis) on Eagle Avenue, thence northerly along the line of said Hughes 100 ft. to the mill race, thence southerly along said race to a point; thence along the line parallel to the line of said Hughes, 105 feet to Eagle Avenue, thence easternly along said Eagle Avenue, 39 feet to the point of beginning.

AND BEING the same real estate conveyed to Ruth E. McDaniel from Braun

A. Hamstead, Special Commissioner, by deed dated March 19, 2001, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 946, at Page 48.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to covenants, agreements, rights of way, restrictions and easements of record.

DECLARATION OF CONSIDERATION OR VALUE

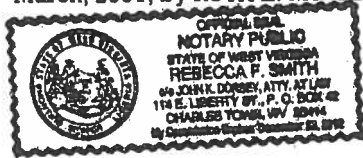
Under penalty of fine and imprisonment as provided by law, the undersigned Grantor hereby declares that the total consideration paid for the real estate conveyed by the document to which this declaration is appended was \$33,000.00.

WITNESS the following signature and seal.

Ruth E. McDaniel (SEAL)
RUTH E. McDANIEL

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this 19th day of March, 2001, by RUTH E. McDANIEL, single, in my said County and State.



(AFFIX NOTARY SEAL)

Rebecca F. Smith
NOTARY PUBLIC

My commission expires: December 31, 2002

THIS DOCUMENT WAS PREPARED BY:

John K. Dorsey,
Attorney at Law
DORSEY & KERSHNER, L.C.
108 West Congress Street
P.O. Box 42
Charles Town, WV 25414
(304) 728-6000

FILE NO: 12896(A)

JEFFERSON COUNTY, WV
FILED
March 19, 2007 15:33:19
JENNIFER S. MAGHAN
COUNTY CLERK
TRANSACTION NO: 2007006306
Transfer Tax: \$ 217.80
BOOK OF DEEDS
Book: 1034 Page: 00167



THIS DEED OF CORRECTION made this 13th day of March, 2008, by and between JULIA M. DOWNING, party of the first part and hereinafter referred to as Grantor, and JOHN MAO, party of the second part and hereinafter referred to as Grantee.

WHEREAS, by deed dated July 6, 1936, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 144, at Page 166, Henry Green and Evie Green, his wife, conveyed the real estate hereinafter mentioned and described to Frank J. Beckwith, but due to the scrivener's oversight the property description was defective; and

WHEREAS, by deed dated May 6, 1957, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 218, at Page 84, Frank J. Beckwith and Shannon D. Beckwith, his wife, conveyed the real estate hereinafter mentioned and described to Alice S. Pendleton, but due to the scrivener's oversight the property description was defective; and

WHEREAS, the parties desire to correct the aforesaid defective deed by this conveyance and deed of correction.

WITNESSETH: That for and in consideration of the premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, with general warranty of title, all of that certain lot or parcel of real estate, with improvements thereon and appurtenances thereunto belonging, situate in the City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

All that certain tract or parcel of real estate designated as "Lot 11", on a plat of survey dated November 18, 1995, prepared by Peter H. Lorenzen, P.S., entitled, "Plat Showing Improvements to Lots 9-12, Block 64....", which said plat is attached to, made a part of and incorporated in a deed of correction dated December 20, 2007, from Mark A. Roper, et al., to Julia M. Downing, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1057, at Page 544, and to which said deed and plat

reference is hereby made for a more complete and accurate description by metes and bounds of the parcel hereby conveyed. Reference is also hereby made to the plat of the subdivision of Block 64 of the Charles Town Mining, Manufacturing and Improvement Company, recorded in the aforesaid Clerk's Office in Deed Book X, at Page 442. The lot hereby conveyed lies in the western part of Charles Town and fronts on Eagle Avenue (formerly Mill Road) 40 feet and extends back between parallel lines 175 feet to Davenport Street (formerly Roger Street).


AND BEING a portion of the same real estate conveyed to Alice S. Pendleton from Frank J. Beckwith and Shannon D. Beckwith, his wife, by deed dated May 6, 1957, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 218, at Page 84. The said Alice S. Pendleton, died testate May 21, 2006, a resident of Jefferson County, West Virginia, and pursuant to the terms of her Last Will and Testament dated November 30, 1966, duly probated and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, on June 13, 2006, in Will Book 14, at Page 48, she devised her residuary estate, including the interest in real estate hereby conveyed, to her daughter, Julia Mae Downing.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to covenants, agreements, rights of way, restrictions, reservations and easements of record.

DECLARATION OF CONSIDERATION OR VALUE

Under penalty of fine and imprisonment as provided by law, the undersigned Grantor hereby declares that the transfer of real estate included in the document to which this declaration is appended is not subject to the West Virginia Excise Tax on transfers of real estate for the reason that the same is a deed of correction, without additional consideration, and therefore is exempt.

WITNESS the following signature and seal:



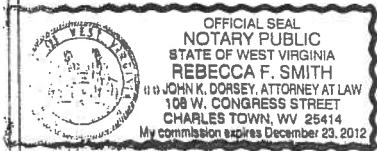
JULIA M. DOWNING (SEAL)

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, To-wit:

The foregoing instrument was acknowledged before me this 13th
day of March, 2008, by JULIA M. DOWNING, widow, in my said County
and State.

(AFFIX NOTARIAL SEAL)



Rebecca F. Smith
NOTARY PUBLIC

My Commission expires December 23, 2012.

THIS DOCUMENT WAS PREPARED BY:
John K. Dorsey, Attorney at Law
104 West Congress Street
P.O. Box 42
Charles Town, WV 25414

FILE NO: 5284

Certification of Status for Withholding Upon Disposition of West Virginia Real Estate

West Virginia Code §11-21-71b provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §11-21-71b do not apply when a transferor provides a certification of certain exemptions. Based on the certification below, Transferor either acknowledges the withholding, or claims exemption from the tax withholding requirements of West Virginia Code §11-21-71b.

NON-EXEMPT

_____ The Grantor(s) in this deed, acknowledge that I am a nonresident or nonresident entity; that the transfer by the document to which this affidavit is attached effects a change of ownership on the land books of the County Assessor for the county in which the real estate described herein is situate; that the "net proceeds" from this transfer as defined in West Virginia Code §11-21-71b(a)(2) payable to me are \$_____; and that the amount withheld from the payment by the real estate reporting person as defined under §6045 of the Internal Revenue Code was \$_____, which amount is the lesser of (i) two and one-half percent of the total payment to me, or (ii) an amount equal to six and one-half percent of the estimated capital gain derived from the sale or exchange.

EXEMPT

The Grantor(s) in this deed, acknowledge that the transfer by the document to which this affidavit is attached effects a change of ownership on the land books of the County Assessor for the county in which the real estate described herein is situate, but the transfer is exempt from the withholding tax on West Virginia source income as required by West Virginia Code §11-21-71b, for the following reason:

(1) I am a resident of the State of West Virginia.

_____ (2) The undersigned Grantor is a "resident entity" as defined under West Virginia Code §11-21-71b(a)(4), that the signatory for the resident entity is an agent of the Grantor, and has authority to sign this document on the Grantor's behalf.

_____ (3) The Grantor has presented to the real estate reporting person, as defined under Section 6045 of the Internal Revenue Code, a certificate issued by the Tax Commissioner stating that:

(A) No tax is due from the Grantor in connection with that sale or exchange of property;

(B) A reduced amount of tax is due from the Grantor in connection with that sale or exchange of property and stating the reduced amount that should be collected by the real estate reporting person, as defined under Section 6045 of the Internal Revenue Code, before recordation or filing; or

(C) The Grantor has provided adequate security to cover the amount required to be withheld under West Virginia Code §11-21-71b(c)(1).

_____ (3) The property transfer is:

(A) A "transfer pursuant to a foreclosure of a mortgage, deed of trust, or other lien instrument"; or

(B) A "transfer pursuant to a deed in lieu of foreclosure".

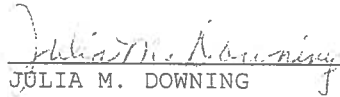
_____ (4) The property is transferred by the United States, the State of West Virginia, or a unit or political subdivision of the State of West Virginia.

_____ (5) The property being transferred is the Grantor's principal residence.

(6) The property is transferred pursuant to a deed or other instrument of writing that includes a statement of consideration required in West Virginia Code §11-22-6 indicating that the consideration payable is zero.

Under penalty of perjury, the undersigned Grantor hereby certifies that he/she has examined this declaration and that, to the best of his/her knowledge, it is true, correct, and complete.

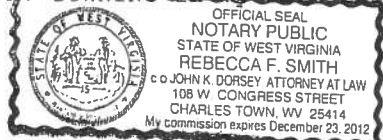
WITNESS the following signature and seal.

 (SEAL)
JULIA M. DOWNING

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, to-wit:

The foregoing certification was subscribed, sworn to and acknowledged before me this 13th day of March, 2008, by JULIA M. DOWNING in my said County and State.



(AFFIX NOTARY SEAL)


NOTARY PUBLIC

My commission expires: December 23

JENNIFER S MAGHAN
JEFFERSON County 04:32:00 PM
Instrument No 2008025285
Date Recorded 10/23/2008
Document Type BENE COR
Book-Page 1057-557
Recording Fee \$11.00
Additional \$5.00

EXHIBIT 16

JOHN K DORSEY ATTORNEY AT LAW

THIS DEED OF CORRECTION made this 13th day of March, 2008, by and between JOHN MAO, party of the first part and hereinafter referred to as Grantor, and JULIA M. DOWNING, party of the second part and hereinafter referred to as Grantee.

WHEREAS, by deed dated December 14, 1938, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 148, at Page 549, Henry Green and Eva Green, his wife, conveyed the real estate hereinafter mentioned and described to William R. Washington, but due to the scrivener's oversight the property description was defective; and

WHEREAS, by deed dated June 26, 1976, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 409, at Page 56, William R. Washington, widower, conveyed the real estate hereinafter mentioned and described to Ruth E. McDaniel, but due to the scrivener's oversight the property description was defective; and

WHEREAS, by deed dated March 19, 2001, and recorded in the aforesaid Clerk's Office in Deed Book 1034, at Page 167, Ruth E. McDaniel, conveyed the real estate hereinafter mentioned and described, by general warranty deed to John Mao; and

WHEREAS, the parties desire to correct the aforesaid defective deed by this conveyance and deed of correction.

WITNESSETH: That for and in consideration of the premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, with general warranty of title, all of that certain lot or parcel of real estate, with improvements thereon and appurtenances thereunto belonging, situate in the City of Charles Town, Jefferson County, West Virginia, more particularly described as follows:

All that certain tract or parcel of real estate designated as "Lot 12", on a plat of survey dated

November 18, 1995, prepared by Peter H. Lorenzen, P.S., entitled, "Plat Showing Improvements to Lots 9-12, Block 64....", which said plat is attached to, made a part of and incorporated in a deed of correction dated December 20, 2007, from Mark A. Roper, et al., to Julia M. Downing, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1057, at Page 544, and to which said deed and plat reference is hereby made for a more complete and accurate description by metes and bounds of the parcel hereby conveyed. Reference is also hereby made to the plat of the subdivision of Block 64 of the Charles Town Mining, Manufacturing and Improvement Company, recorded in the aforesaid Clerk's Office in Deed Book X, at Page 442. The lot hereby conveyed lies in the western part of Charles Town and fronts on Eagle Avenue (formerly Mill Road) 40 feet and extends back between parallel lines 175 feet to Davenport Street (formerly Roger Street).

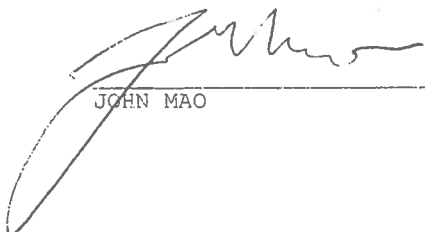
AND BEING the same real estate conveyed to John Mao from Ruth E. McDaniel by deed dated March 19, 2001, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1034, at Page 167.

THIS CONVEYANCE IS MADE SUBJECT, HOWEVER, to covenants, agreements, rights of way, restrictions, reservations and easements of record.

DECLARATION OF CONSIDERATION OR VALUE

Under penalty of fine and imprisonment as provided by law, the undersigned Grantor hereby declares that the transfer of real estate included in the document to which this declaration is appended is not subject to the West Virginia Excise Tax on transfers of real estate for the reason that the same is a deed of correction, without additional consideration, and therefore is exempt.

WITNESS the following signature and seal:

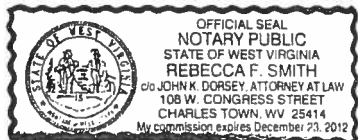


JOHN MAO (SEAL)

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, To-wit:

The foregoing instrument was acknowledged before me this 14th
day of March, 2008, by JOHN MAO, in my said County and State.

(AFFIX NOTARIAL SEAL)



Rebecca F. Smith
NOTARY PUBLIC

My Commission expires December 23, 2012.

THIS DOCUMENT WAS PREPARED BY:
John K. Dorsey, Attorney at Law
104 West Congress Street
P.O. Box 42
Charles Town, WV 25414

FILE NO. 5284

Certification of Status for Withholding Upon Disposition of West Virginia Real Estate

West Virginia Code §11-21-71b provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §11-21-71b do not apply when a transferor provides a certification of certain exemptions. Based on the certification below, Transferor either acknowledges the withholding, or claims exemption from the tax withholding requirements of West Virginia Code §11-21-71b.

NON-EXEMPT

The Grantor(s) in this deed, acknowledge that I am a nonresident or nonresident entity; that the transfer by the document to which this affidavit is attached effects a change of ownership on the land books of the County Assessor for the county in which the real estate described herein is situate; that the "net proceeds" from this transfer as defined in West Virginia Code §11-21-71b(a)(2) payable to me are \$_____ ; and that the amount withheld from the payment by the real estate reporting person as defined under §6045 of the Internal Revenue Code was \$_____, which amount is the lesser of (i) two and one-half percent of the total payment to me, or (ii) an amount equal to six and one-half percent of the estimated capital gain derived from the sale or exchange.

EXEMPT

The Grantor(s) in this deed, acknowledge that the transfer by the document to which this affidavit is attached effects a change of ownership on the land books of the County Assessor for the county in which the real estate described herein is situate, but the transfer is exempt from the withholding tax on West Virginia source income as required by West Virginia Code §11-21-71b, for the following reason:

(1) I am a resident of the State of West Virginia.

_____ (2) The undersigned Grantor is a "resident entity" as defined under West Virginia Code §11-21-71b(a)(4), that the signatory for the resident entity is an agent of the Grantor, and has authority to sign this document on the Grantor's behalf.

_____ (3) The Grantor has presented to the real estate reporting person, as defined under Section 6045 of the Internal Revenue Code, a certificate issued by the Tax Commissioner stating that:

(A) No tax is due from the Grantor in connection with that sale or exchange of property;

(B) A reduced amount of tax is due from the Grantor in connection with that sale or exchange of property and stating the reduced amount that should be collected by the real estate reporting person, as defined under Section 6045 of the Internal Revenue Code, before recordation or filing; or

(C) The Grantor has provided adequate security to cover the amount required to be withheld under West Virginia Code §11-21-71b(c)(1).

_____ (3) The property transfer is:

(A) A "transfer pursuant to a foreclosure of a mortgage, deed of trust, or other lien instrument"; or

(B) A "transfer pursuant to a deed in lieu of foreclosure".

_____ (4) The property is transferred by the United States, the State of West Virginia, or a unit or political subdivision of the


State of West Virginia.

_____ (5) The property being transferred is the Grantor's principal residence.

_____ (6) The property is transferred pursuant to a deed or other instrument of writing that includes a statement of consideration required in West Virginia Code §11-22-6 indicating that the consideration payable is zero.

Under penalty of perjury, the undersigned Grantor hereby certifies that he/she has examined this declaration and that, to the best of his/her knowledge, it is true, correct, and complete.

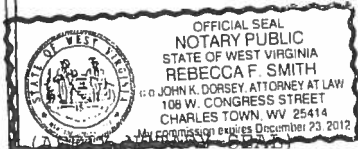
WITNESS the following signature and seal.



JOHN MAO (SEAL)

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, to-wit:

The foregoing certification was subscribed, sworn to and acknowledged before me this 14th day of March, 2008, by JOHN MAO in my said County and State.





NOTARY PUBLIC

My commission expires: December 23, 2012

JENNIFER S WAGHAN
JEFFERSON County 04:35:01 PM
Instrument No 2008025286
Date Recorded 10/23/2008
Document Type DEED COR
Book-Page 1057-562
Recording Fee \$11.00
Additional \$5.00



County Commission of Jefferson County, West Virginia

Jefferson County Sheriff's Tax Office • 112 E. Washington Street • Charles Town, WV 25414
(304) 728-3220

Jefferson County Real Property - Tax Year: 2016

Ticket Number:	0000007502	Account Number:	
District:	03 - CHARLES TOWN CORP	Taxpayer I.D.:	

Owner Name: APPALACHIA PROPERTY PRESERVATION LLC In Care of: Address: PO BOX 233 BRAMWELL WV 24715 Lending Inst:	Property: LT #13 BLK 64 ROGER ST <hr/> Map: 1 Parcel: 0025 0000 0000 Lot Size: Acreage: Book: 1134 Page: 114						
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Tax Class: 4</td> <td style="width: 15%;">Homestead Exemption:</td> <td style="width: 15%;">Back Tax:</td> <td style="width: 15%;">Exoneration:</td> <td style="width: 15%;">Prior Delinquents:</td> <td style="width: 20%;">Special Suspended Disposition: from Sale</td> </tr> </table>		Tax Class: 4	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Suspended Disposition: from Sale
Tax Class: 4	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Suspended Disposition: from Sale		

AMOUNTS DUE: First Half: [More Info](#) Second Half: [More Info](#) Total Due: [More Info](#)

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	27100	27100	
Building	17200	17200	
Total	44300	44300	615.60

PAYMENTS RECEIVED:

	First Half	Second Half
Net	.00	.00
Discount	.00	.00
Interest	.00	.00
Total	.00	.00
Date	none paid	none paid

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[Click here to begin a new search.](#)



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County Commission of Jefferson County, West Virginia

Jefferson County Sheriff's Tax Office • 112 E. Washington Street • Charles Town, WV 25414
(304) 728-3229

Jefferson County Real Property - Tax Year: 2018

Ticket Number:	000008138	Account Number:	00007425
District:	03 - CHARLES TOWN CORP	Taxpayer I.D.:	

Owner Name: DOWNING JULIA M In Care of: Address: 605 EAGLE AVE CHARLES TOWN WV 25414 Lending Inst:	Property: PT LT #10,11 EAGLE AVE <hr/> Map: 1 Parcel: 0027 0000 0000 Lot Size: Acreage: Book: WB 2 Page: 374
Tax Class: 4 Homestead Exemption:	Back Tax: Exoneration: Prior Delinquents: Special Disposition:

AMOUNTS DUE: First Half: none due Second Half: none due Total Due: none due

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	27700	27700	
Building	23000	23000	
Total	50700	50700	717.51

PAYMENTS RECEIVED:

	First Half	Second Half
Net	717.51	717.51
Discount	17.94	17.94
Interest	.00	.00
Total	699.57	699.57
Date	08/24/2018	02/22/2019

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23 South University Avenue
Martinsburg, WV 26108

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County Commission of Jefferson County, West Virginia

Jefferson County Sheriff's Tax Office • 112 E. Washington Street • Charles Town, WV 25414
(304) 728-3220

Jefferson County Real Property - Tax Year: 2018

Ticket Number: 0000008789 **Account Number:** 00007424
District: 03 - CHARLES TOWN CORP **Taxpayer I.D.:**

Owner Name: MAO JOHN In Care of: Address: PO BOX 812 CHARLES TOWN WV 25414 Lending Inst:	Property: LT #12 BLK 64 Map: 1 Parcel: 0026 0000 0000 Lot Size: Acreage: Book: 1034 Page: 167
Tax Class: 4 Homestead Exemption: Back Tax: Exoneration: Prior Delinquents: Special Disposition:	

AMOUNTS DUE: First Half: none due Second Half: none due Total Due: none due

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	19300	19300	
Building	0	0	
Total	19300	19300	273.14

PAYMENTS RECEIVED:

	First Half	Second Half
Net	273.14	273.14
Discount	6.83	6.83
Interest	.00	.00
Total	266.31	266.31
Date	08/28/2018	02/28/2019

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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: **June 6, 2019**

Date Requested – 2nd Choice: **July 18, 2019**

Subject (*Wording to be placed on agenda*): **Approval to hire an Appraiser to provide a restricted appraisal report of the proposed Washington Landing Apartment complex (270 proposed units), located on Augustine Avenue (Route 340/18), in the City of Charles Town, in the vicinity of Washington High School; for purposes of determining qualification for the Impact Fees Affordable Housing Discount.**

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

The proposed Washington Landing Apartment complex is located on Augustine Avenue (Route 340/18), in the City of Charles Town, in the vicinity of Washington High School.

We need to hire an appraiser to value the project in order to determine whether or not the project qualifies for the affordable housing discount under Section 2(F) of the Impact Fees Procedure Ordinance. The developer shall reimburse the county for the cost of the appraisal prior to the appraisal being performed.

The issuance of building permits by the City of Charles Town and the start of construction cannot occur until the required impact fees are paid.

The May 28, 2019, email letter quote from Professional Appraisal Corporation, in the amount of \$3,900.00 for a Restricted Appraisal Report, is attached for approval/acceptance by the county commission.

Is this a funding request? **Yes**

If so, how much? **\$3,900.00; to be reimbursed by the developer, Pinnacle Construction & Development Corporation & Park Properties Management Co., LLC, of Charlottesville, VA.**

Once the county commission receives the payment from the developer, the finance director can then put the funds into the "Professional Services" line item #440-02-223-000 of the Engineering, Planning & Zoning budget. The appraiser will then be paid from funds in this line item.

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 quote from Professional Appraisal Corporation, in the amount of \$3,900.00, to complete a restricted appraisal report of the proposed Washington Landing Apartment Complex for purposes of determining qualification for the Affordable Housing Discount under the Impact Fees Procedures Ordinance; and contingent upon reimbursement of the cost by the developer.

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

See attached May 28, 2019, Email letter quote.

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>

From: [Doug Wise](#)
To: [Roger Goodwin](#)
Subject: RE: Washington Landing Apartment Complex - Jefferson County
Date: Tuesday, May 28, 2019 4:12:59 PM

Roger,

We did a Restricted Appraisal Report last time on the Jefferson Crossing Apartment Complex. The fee for this format would be \$3900. If an Appraisal Report format is required the fee will be \$5200. You can call me in the morning on my cell if you have questions. I will be at least 6 weeks out.

Douglas C. Wise
Professional Appraisal Corporation
304-366-8895
DWISE@WVPAC.COM



From: Roger Goodwin [mailto:rgoodwin@jeffersoncountywv.org]
Sent: Wednesday, May 15, 2019 9:52 AM
To: 'Doug Wise'
Cc: Michelle Mason; Roger Goodwin; Becky Burns
Subject: Washington Landing Apartment Complex - Jefferson County

May 15, 2019

Doug,

Attached is a concept plan for the proposed 270 units Washington Landing apartment complex, located within the City of Charles Town, in Jefferson County. Please give me a proposal to do an appraisal value of the apartment complex. It will be the same type as the two you did several years ago for the Jefferson Crossing apartment complex.

Upon acceptance of the proposal by the Jefferson County Commission, I will send you the engineered/architectural plans for the project to use in your appraisal. Contact me at 304-728-3256 if you have any questions.

Roger Goodwin, PE, CFM
Director & Chief County Engineer

Jefferson County Department of Engineering, Planning & Zoning
P.O. Box 716
116 East Washington Street, Suite 100
Charles Town, WV 25414

304-728-3257

Engineering@jeffersoncountywv.org

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin

Department or Organization: Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: June 6, 2019

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*): Partial bond release for ILA Properties, Inc. - Quail Ridge Subdivision, Section II, Phase III, Lots 129-159.

Please provide the County Commission with a description of your request or presentation, including any background information: Partial release of Irrevocable Letter of Credit #7962921 with Summit Community Bank, Moorefield, WV, construction bond security for ILP Properties, Inc. - Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (File #05-55).

Is this a funding request? Y/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 authorize a partial release of Irrevocable Letter of Credit #7962921 with Summit Community Bank in the amount \$881,957.78 from Letter of Credit #7962921 with Summit Community Bank for ILA Properties, Inc. - Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (File #05-55).

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

Bond Release Letter

Site Location Map

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

Contact information:

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text](#)



JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414

Phone: (304) 728-3284 - Fax: (304) 725-7916

Web: www.jeffersoncountywv.org

PRESIDENT
Patricia A. Noland

VICE PRESIDENT
Jane M. Tabb

COMMISSIONER
Caleb Wayne Hudson

COMMISSIONER
Josh Compton

COMMISSIONER
Ralph Lorenzetti

June 6, 2019

Mr. Jason Hicks, Senior Vice President
Summit Community Bank
P. O. Box 179
Moorefield, West Virginia 26836

RE: Irrevocable Letter of Credit #7962921 dated May 24, 2018 for ILA Properties, Inc.
- Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (File #05-55).

Dear Mr. Hicks:

The Jefferson County Commission authorizes a partial release of \$881,957.78 from the construction bond amount for ILA Properties, Inc. - Quail Ridge Subdivision, Section II, Phase III, Lots 129-159 (File #05-55), for a new construction bond amount of \$1,019,370.00. This project is located on the east side of Short Road-Route 9/19 adjacent to the Berkeley County line. Work remaining includes but is not limited to the following:

1. Stormwater management & storm drainage systems
2. Earthwork
3. Paving
4. Water & Sewer lines
5. Final stabilization

In summary, you are hereby authorized to reduce the amount of the above referenced Irrevocable Letter of Credit, originally issued in the amount of \$1,901,327.78 to \$1,109,370.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning at (304)-728-3257 if you have any questions.

Sincerely,

Patricia A. Noland, President
Jefferson County Commission

PAN:rfb

cc: Mr. Paul J. Raco
P.J. Raco Consulting LLC
P. O. Box 548
Charles Town, WV 25414
Department of Engineering, Planning & Zoning

County Administrator
Stephanie Grove

Deputy County Administrator
Sandy Slusher McDonald

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received 05 / 23 / 2019 J.C.P.C. File No 05 - 55

Consultant/Engineer/Firm Name P.J. RACO CONSULTING

Mailing Address 416 S. CHURCH ST.

City CHARLES TOWN State WV Zip 25414

Contact Person PAUL RACO Phone 304-676-8256

Project/Subdivision Name QUAIL RIDGE

Section/Phase SECTION 2 PHASE 3 Lots _____

Review Comments:

The bond release/reduction is Approved as ^{REVISED} ~~Submitted~~. The bond release/reduction request is Denied.

_____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

_____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

_____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: WORK INDICATED ON SPREADSHEET APPEARS TO BE COMPLETED TO THE PERCENTAGES LISTED

Approved for:
 By [Signature] ^{BOND REDUCTION}
 County Engineer Date 05/28/2019

Original Bond Amt \$ 1,053,329 + 15% Cont \$ 247,999 = Total Original Bond Amt \$ 1,301,328

Total Current Bond Amount \$ 1,301,328.00

Cost of Work Remaining \$ 886,409.00 + Contingency Amount \$ 132,261.00

= Approved for Revised Bond Amount \$ 1,019,370.00

Reviewed By: Joseph W. Kent Title: L.O.I.

Signature: [Signature] Date: 05 / 28 / 2019

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: **10 minutes**

Date Requested – 1st Choice: **June 6, 2019**

Date Requested – 2nd Choice: **July 18, 2019**

Subject (*Wording to be placed on agenda*): **Approval to Advertise for Bids – Rose Hill Estates Subdivision – Site Work Project.**

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

The Rose Hill Estates Subdivision is a nine lot subdivision located on Rose Hill Drive, on the north side of Route 51, west of Charles Town. The developer defaulted on the bond and completion of some of the site improvements.

The site work remaining generally involves the repair and patching of the existing asphalt paved roadway (Rose Hill Drive) and installation of a stop sign.

Bond funds in the amount of \$55,893.10 are being held in a bank escrow account at the Bank of Charles Town (account #xxx4083). We are requesting approval to advertise for bids in order to hire a contractor to complete the work. The work will be paid for with funds from the bank escrow account (these are not tax dollars).

Is this a funding request? **No; escrowed bond funds will be utilized to pay for the work.**

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 approve issuing an Advertisement for Bids for the purpose of hiring a contractor to complete the work required under the Rose Hill Estates Subdivision – Site Work Project (JCPC File No. 02-09).

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

- **Draft of Bid Documents, including the Advertisement for Bids**

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>



PROJECT

Rose Hill Subdivision – Site Work Project
(JCPC File No. 02-09)

Located on WV Route 51
East of the community of Middleway,
Jefferson County, West Virginia

OWNER

Rose Hill Estates Property Owners Association, Inc.

Agent acting on behalf of the
Rose Hill Estates Property Owners Association, Inc.,
The County Commission of Jefferson County
124 East Washington Street
Charles Town, WV 25414

PEPARED BY:

Jefferson County, West Virginia
Department of Engineering, Planning & Zoning
Office of Engineering
116 East Washington Street, Suite 100
Charles Town, WV 25414

304-728-3257

June 29, 2019

Set No. _____

Rose Hill Subdivision – Site Work Project
Located on, WV Route 51, East of the community of Middleway, West Virginia.

Bid / Contract Documents
Table of Contents

1.	Advertisement for Bids	1 page
2.	Information for Bidders.....	2 pages
3.	Scope of Work.....	2 pages
3.	Bid Form	7 pages
4.	Certification of Receipt of Addenda.....	1 pages
5.	Bid Bond	2 pages
6.	Notice of Award.....	1 pages
7.	Payment Bond.....	2 pages
8.	Performance Bond	2 pages
9.	Agreement (with Terms & Conditions)	13pages
10.	Notice to Proceed.....	1 page
11.	Change Order	1 page
12	Preliminary Plat / Construction Drawings	9 sheets

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ADVERTISEMENT FOR BIDS

County Commission of Jefferson County, West Virginia Rose Hill Subdivision – Site Work Project

The Jefferson County Commission is accepting sealed Bids on behalf Rose Hill Estates Property Owners Association, Inc. of the Rose Hill Subdivision for the completion of site work under Jefferson County Planning Commission File No. 02-09, which was left unfinished by the developer at the Rose Hill Subdivision in Jefferson County, West Virginia. The project is located on Rose Hill Dr., the North side of Route 51, approximately ½ mile east of the intersection of Route 1/5, North Childs Road.

The scope of work generally involves roadway repairs consisting of the removal of existing asphalt at a 2 inch depth, the excavation for 9" for base stone and excavation of full depth subgrade (pavement section plus 18" of subgrade) and the placement of 2 inches of new asphalt wearing coarse, 9" of base stone and 18 inches of subgrade stone.

Plans and Specifications, and Information for Bidders may be examined or obtained from the Jefferson County Engineering Office at 116 East Washington Street, Suite 100, Charles Town, West Virginia, 25414, Phone 304-728-3257; or the documents can be viewed on the Jefferson County web page at www.jeffersoncountywv.org

A Pre-Bid conference will be held on Wednesday, June 26, 2019 at 2:00 pm at the project site, weather permitting. Bids are due by 3:00 pm, Tuesday, July 09, 2019 at the Jefferson County Engineering Office, 116 East Washington Street, Suite 100, Charles Town, West Virginia, 25414.

County Commission of Jefferson County
Rose Hill Subdivision – Site Work Project

INFORMATION FOR BIDDERS

**County Commission of Jefferson County, West Virginia
Rose Hill Subdivision – Site Work Project
(JCPC File No. 02-09)**

INFORMATION FOR BIDDERS & BID PRICE SUBMISSION:

A pre-bid conference will be held on Wednesday, June 26, 2019 at 2:00 pm (local prevailing time) at the project site. In the event of inclement weather, the alternate meeting place will be Office of Engineering conference room, located at 116 East Washington Street, Suite 100, Charles Town, West Virginia 25414.

Written Sealed Bids will be accepted until 3:00 p.m. (local prevailing time), Tuesday, July 09, 2019, in the Office of the Jefferson County Engineering Department, at 116 East Washington Street, Suite 100, Charles Town, West Virginia, 25414. Bids will then, at said time, be publicly opened and read aloud in the conference room of the Office of the Jefferson County Engineering Department. Failure to submit the written proposal before the deadline shall be due cause to reject the proposal.

All Bidders shall hold a current West Virginia Contractor's License on the proposal due date and shall be in good standing with the State of West Virginia.

The Jefferson County Commission, through the Jefferson County Engineering Office, is acting as the project agent for this project on the behalf of the Owner, the Rose Hill Estates Property Owners Association, Inc., of the Rose Hill Subdivision. The successful Bidder/Contractor agrees to save and hold harmless, and protect the Jefferson County Commission, its agents and employees, and the Rose Hill Estates Property Owners Association, Inc. from any and all liability resulting out of any acts or negligence by the Contractor in the completion of the work for this project.

Each Bid must be accompanied with a Bid Bond payable to the Rose Hill Estates Property Owners Association, Inc., Owner, for five percent (5%) of the total bid amount. All Bid Bonds will be retained by the Owner until the Contract, Performance Bond and Payment Bond are executed by the successful bidder and approved by the Owner, at which time the Bid Bonds will be returned.

Within fifteen (15) days of receipt of the Notice of Award the Contractor shall provide to the Owner a Performance Bond and Payment Bond in an amount equal to one hundred percent (100%) of the bid price. The bonds will be retained by the Owner to ensure faithful performance of the contract. The party, to whom

the contract is awarded, will be required to execute the Agreement and obtain the Performance bond and Payment Bond within fifteen (15) calendar days of receipt of the Notice of Award.

The Bidder's price shall be submitted on the itemized bid form included in this Advertisement for Bids. The Bidder is advised that the work is being paid for with private funds held in an escrow by the Jefferson County Commission - no tax dollars will be spent on this work; therefore, the West Virginia prevailing wage rates do not apply.

The Bidder's Bid shall be for the scope of work outlined in this Advertisement for Bids packet, identified as Exhibit-A, and the Preliminary Plat / Construction Drawings. The Bid Form shall include the name of the Bidder, address, phone number, name of person authorized to submit the bid and the Bidder's signature, and the prices for the work.

The Bidder's proposal and bid price shall remain open for forty-five (45) calendar days from the proposal due date. The Jefferson County Commission and/or the Owner (Rose Hill Subdivision, Rose Hill Estates Property Owners Association, Inc.) reserve the right to waive any informality in the bids and/or any formality in the bids submission process; and the right to reject any or all bids.

The Proposal and Bid Form shall be submitted in a sealed envelope with proper identification. The envelope shall be identified as:

Rose Hill – Site Work Project Bid

The envelope shall be sealed and labeled with:

Bidder's Name
Mailing Address
Phone Number

The sealed envelope shall contain the following items:

1. The Bidder's Bid on the itemized bid form with the bid prices for completing the work.
2. List of West Virginia Licensed Subcontractors proposed for work on this project.
3. Copy of Bidder's current West Virginia contractor's license.
4. Bid Bond in the amount of Five Percent (5%) of the Grand Total of the Bid Amount.
5. All agenda signed, if any.

SCOPE OF WORK

(Exhibit-A)

Rose Hill Subdivision - Site Work Project

(JCPC File No. 02-09)

Jefferson County, West Virginia

1. Contractor shall provide all materials, labor, and equipment necessary to eradicate two (2) inches of existing asphalt as determined by the Jefferson County Engineering Department and properly dispose of excavated material.
2. Contractor shall provide all materials, labor, and equipment necessary to excavate twenty-seven (27) inches of existing pavement section (this does not include the two (2) inches removed by eradication) as determined by the Jefferson County Engineering Department and properly dispose of excavated material.
3. Contractor shall provide all materials, labor, and equipment necessary for the placement and compaction of the eighteen (18) inches of 57 or #3 stone subgrade. Compaction shall be with a smooth steel drum roller or equivalent.
4. Contractor shall provide all materials, labor, and equipment necessary for the placement and compaction of nine (9) inches of Base 1 stone in two compacted lifts. Compaction shall be with a smooth steel drum roller or equivalent.
5. Contractor shall provide all materials, labor, and equipment necessary for the placement and compaction of the two (2) inches of wearing coarse asphalt paving on all removed areas. Compaction shall be with a smooth steel drum roller.
6. Contractor shall provide all materials, labor, and equipment for the placement of one (1) 36-inch octagonal stop signs for Rose Hill Dr., where they intersect with Route 51, as shown on the approved preliminary plat. Stop signs and posts shall be in accordance with WVDOH specifications.
7. Contractor shall maintain traffic access throughout the subdivision during the construction period and provide all temporary traffic control necessary until the work is 100% complete; including but not limited to, traffic control signs, barricades, warning lights, flagmen, etc. All temporary traffic control devices shall be in accordance with West Virginia Division of Highways standards and specifications.
8. Contractor shall perform all work in accordance with the approved Preliminary Plat (Jefferson County Planning Commission File no. 02 - 06), all related permits, and all local, State and Federal laws and regulations.

9. Contractor shall provide all clean up and disposal of all trash and debris resulting from the contractor's work. All trash and debris shall be disposed of in accordance with all applicable laws and regulations
10. The Contractor shall provide vehicle and property damage liability insurance and WV Worker's Compensation Insurance. The Contractor shall provide to the Owner a certificate of liability insurance in the amount of one million dollars (\$1,000,000) and a copy of current West Virginia Workers' Compensation Insurance certificate showing the contractor to be in good standing with the State of West Virginia.
11. The Contractor shall hold a current West Virginia Contractor's License and shall be in good standing with the State of West Virginia. Contractor shall provide to the Owner a copy of the contractor's license issued by the West Virginia Contractor's Licensing Board.
12. Contractor shall complete all work within Twenty-One (21) calendar days of acceptance of the proposal and issuance of the "Notice-to-Proceed".
13. Contractor shall guarantee all work from defects in materials and/or workmanship for a period of one year from the date of completion of all work.
14. The Contractor agrees to save and hold harmless, and protect the Jefferson County Commission, its agents and employees, the Owner, and all the Rose Hill property owners from any and all liability resulting out of any acts or negligence by the Contractor in the completion of the work for this project.

Note: Agreement Terms & Conditions shall be as stated in the standard form of agreement attached to this Bid Packet

BID FORM
(Exhibit-B)

CONTRACT IDENTIFICATION:

Rose Hill Subdivision – Site Work Project
(Located on WV Route 51
East of the community of Middleway
Jefferson County, West Virginia)

THIS BID IS SUBMITTED TO: The Rose Hill Estates Property Owners Association, Inc.

c/o County Commission of Jefferson County

Jefferson County Engineering Office
116 East Washington Street, Suite 100
Charles Town, WV 25414
Attn: Chief County Engineer

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for Sixty days (60) after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and all Addenda. Bidder has acknowledged receipt of all Addenda on the "Certification of Receipt of Addenda" at the end of this Bid form.

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

County Commission of Jefferson County
Rose Hill Subdivision – Site Work Project
(JCPC File No. 02-09)

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) All drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain

from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Bid Work associated with the Rose Hill Subdivision – Site Work Project in accordance with the Contract Documents and Scope of Work, for the following ITEMIZED Bid price:

BID Rose Hill Subdivision – Site Work (Print or Type)					
<i>Note: The cost of all permits, insurance, bonds, licenses, mobilization, de-mobilization, site preparation, clean-up and other incidentals shall be included in the bid prices for all the work.</i>					
Subdivision Street – Leed Court					
Item No.	Description	Unit	Unit Price	Quantity	Total Cost
1	Pavement Eradication 2” Depth	SY	\$	1200	\$
2	Excavation of 27 Inches of existing roadway	CY	\$	350	\$
3	#57 stone for 18” Depth	Ton	\$	300	\$
4	Class 1 Aggregate Base 9” Depth	Ton	\$	200	\$
5	2” Asphalt Wearing Course	Ton	\$	140	\$
6	Temporary Traffic Control for Subdivision Street	Lump Sum	\$	1	\$
7	Stop Sign at the intersection of Rt. 51	Lump Sum	\$	1	\$
Subtotal =					\$

County Commission of Jefferson County
 Rose Hill Subdivision – Site Work Project
 (JCPC File No. 02-09)

GRAND TOTAL BID FOR CONTRACT in Figures: \$ _____ . _____
Amount Written in Words: _____
_____ Dollars
In the event of a discrepancy between the amount in figures and the written amount, the written amount shall apply.

6.01 Bidder agrees that the Work will be completed within *Twenty-One (21)* calendar days after the date of Notice to Proceed.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

BIDDER NAME _____

SUBMITTED on _____, 2018

West Virginia Contractor License No. _____

If Bidder is an Individual:

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

If Bidder is a Partnership:

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

If Bidder is a Corporation:

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

If Bidder is a Joint Venture:

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

County Commission of Jefferson County
Rose Hill Subdivision – Site Work Project
(JCPC File No. 02-09)

Joint Venturer Name: _____ SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

(Remainder of Page Left Blank)

CERTIFICATION OF RECEIPT OF ADDENDA

County Commission of Jefferson County
Rose Hill Subdivision – Site Work Project
(JCPC File No. 02-09)

In submitting this Bid, bidder represents, as more fully set forth in the Agreement, that:

Bidder has examined copies of all the Contract Documents, specifications and the following Addenda, if any were issued:

Addendum Date

Addendum Number

<u>Addendum Date</u>	<u>Addendum Number</u>

Signature

Date

Name and Title of Signer
(Please type)

Company Name

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

c/o Rose Hill Estates Property Owners Association, Inc.
County Commission of Jefferson County
124 East Washington Street
P.O. Box 250
Charles Town, WV 25414

BID

BID DUE DATE: Tuesday, July 9, 2019
PROJECT (Brief Description Including Location):

Rose Hill Subdivision – Site Work Project
Located on WV Route 51 East of the community of Middleway Jefferson County, West Virginia.

BOND

BOND NUMBER: _____
DATE (Not later than Bid due date): _____
PENAL SUM: _____ \$ _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
(3) Must be countersigned by a West Virginia agent.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

NOTICE OF AWARD

TO: _____

PROJECT NAME: Rose Hill Subdivision – Site Work Project
 Located on WV Route 51
 East of the community of Middleway
 Jefferson County West Virginia.

The OWNER: Rose Hill Estates Property Owners Association, Inc. in care of Jefferson County Commission, West Virginia, has considered the BID submitted by you for the above project in response to the OWNER'S Advertisement for Bids dated June 19, 2018, and the Information for Bidders.

Your are hereby notified that your BID is accepted in the amount of
\$ _____

Two copies of the proposed Contract Documents (except drawings) accompany this Notice of Award. Two Sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award:

1. Deliver to the OWNER three fully executed sets of the AGREEMENT. (Each copy of the Agreement must bear your original signature).

2. Deliver with the executed AGREEMENT, the Contract security (Performance & Payment Bonds) as specified in the Instructions to Bidders.

You are required to return an acknowledged copy of this Notice of Award to the:

c/o Jefferson County Commission
 The Jefferson County Engineering Department
 P.O. Box 716
 116 East Washington Street, Suite 100
 Charles Town, WV 25414

Attn: Chief County Engineer

Notice of Award dated this _____ day of _____ 2018

Jefferson County Commission, West Virginia

By: _____
 Jane M. Tabb, President

RECEIPT OF NOTICE OF AWARD

Receipt of this Notice of Award is hereby acknowledged.

By: _____

Print Name: _____ Title: _____

This _____ Day of _____, 2018

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Contractor Name: _____	<u>Rose Hill Estates Property Owners</u>
Address: _____	Owner Name: <u>Association, Inc.</u>
_____	c/o County Commission of Jefferson County
	Address: <u>124 East Washington Street</u>
	<u>Charles Town, WV 25414</u>

Surety Name: _____

Address of Principal Place of Business: _____

Contract Date: _____

Contract Amount: _____

Contract Name: Rose Hill Subdivision – Site Work Project (JCPC File No. 02-09)

Contract Location: Located on Rose Hill Dr. at the intersection of WV Route 51 East of the community of Middleway, Jefferson County, West Virginia.

Bond Date: (Not earlier than contract date.) _____

Amount: \$ _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____
(Attach Power of Attorney)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

- 1 The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference
- 2 With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR.
 - 2 1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2 2 Defends, indemnifies and holds harmless the OWNER from all claims demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
- 3 With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
- 4 The surety shall have no obligation to Claimants under this Bond until:
 - 4 1 Claimants who are employed by or have a direct contact with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4 2 Claimants who do not have a direct contact with the CONTRACTOR
 - 4 2 1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4 2 2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 - 4 2 3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR
- 5 If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions
 - 6 1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed
 - 6 2 Pay or arrange for payment of any undisputed amounts
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety
- 8 Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work
- 9 The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf or, otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the OWNER, or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page Actual receipt of notice by Surety, the OWNER, or the CONTRACTOR, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as statutory Bond and not as a common law bond
- 14 Upon request of any person or entity appearing to be potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made
- 15 DEFINITIONS
 - 15 1 Claimant An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15 2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto
 - 15 3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

Contractor Name: _____ Owner Name: Rose Hill Estates Property Owners Association, Inc.

Address: _____ c/o County Commission of Jefferson County
Address: 124 East Washington Street
_____ Charles Town, WV 25414

Surety Name: _____

Address of Principal Place of Business: _____

Contract Date: _____

Contract Amount: _____

Contract Name: Rose Hill Subdivision – Site Work Project (JCPC File No. 02-09)

Contract Location: Located on Rose Hill Dr. at the intersection of WV Route 51 East of the community of Middleway, Jefferson County West Virginia.

Bond Date: (Not earlier than contract date.) _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____
(Attach Power of Attorney)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Print Name and Title _____

- 1 The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
- 2 If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
- 3 If there is no OWNER Default, the Surety's obligation under this Bond shall arise after
 - 3.1 The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and as requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after the receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such as agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR default; and
 - 3.2 The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3 The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1 The Surety in accordance with the terms of the Contract;
 - 3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions
 - 4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and contractor selected with OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the Contractor Default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under circumstances,
 - 4.4.1 After investigation, determine the amount for which it maybe liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER, or
 - 4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefore
- 5 If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER
- 6 After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of his Bond, but subject to the commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated with duplication for
 - 6.1 The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4, and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR
- 7 The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. NO right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors
- 8 The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, which ever occurs first. If the Provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suite shall be applicable
- 10 Notice to Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page
- 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as statutory bond and not as a common law bond
- 12 Definitions
 - 12.1 Balance of the Contract Price The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract
 - 12.2 Contract The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto
 - 12.3 Contractor Default Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract
 - 12.4 OWNER Default Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof

AGREEMENT

Rose Hill Subdivision – Site Work Project (JCPC File No. 02-09)

THIS AGREEMENT is by and between Rose Hill Estates Property Owners Association, Inc. (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Scope of Work (attached as Exhibit-A) and the Contract Documents. The Work is generally described as follows:

The scope of work generally involves the eradication of asphalt at a 2 inch depth, the excavation for 9” for base stone and excavation of full depth subgrade (pavement section plus 18” of subgrade) and the placement of 2 inches of base II asphalt, 9” of base stone and 18 inches of subgrade stone.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under this Agreement may be the whole or only a part is generally described as follows:

Rose Hill Subdivision – Site Work Project
(JCPC File No. 02-09)

ARTICLE 3 – PROJECT MANAGER & OWNER’S REPRESENTATIVE

3.01 The Project Manager and Owner’s Representative is the Jefferson County Engineering Department, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority to act on the Owner’s behalf in connection with the completion of the Scope of Work and in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. The time limit for completing the work is Twenty-One (21) calendar days from the date when the Notice to Proceed is delivered to the Contractor. All time limits for completion and readiness for final payment are of the essence of this Agreement. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

4.02 *Days to Achieve Completion and Final Payment*

- A. The Work shall be completed and ready for final payment within Twenty-One (21) calendar days after the date when the Notice to Proceed is delivered to the Contractor. The time limit shall only be extended by issuance of a Change Order issued by the Owner.

4.03 *Liquidated Damages*

Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer additional contract administration costs and financial loss if the Work is not completed within the times specified in Paragraph 4.01 above, plus any extensions thereof allowed by the Project Manager. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$150.00 for each day that expires after the time specified in Paragraph 4.01 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 *Measurement & Payment*

- A. Owner shall pay Contractor for completion of all Work in accordance with the actual quantities of work measured and verified by the Project Manager and at the unit prices stated in Contractor's Bid, attached hereto as an Exhibit - B.
- B. Contractor recognizes that the bid quantities are estimates and that the actual quantities of work required may vary from the bid quantities.
- C. Contractor shall provide, as the work progresses, certified weight/scale tickets to verify quantities of work paid for on a weight unit price basis (i.e., tons of asphalt paving, tons of stone, etc.).
- D. Contractor shall provide a means for determining and verifying the actual quantity of work installed, for work paid for on a volume unit price basis (i.e., beginning & ending gage readings for gallons of asphalt tack coat, etc.).

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Applications for Payment may be submitted by the Contractor on the 15th and 30th of each month. Contractor shall submit Applications for Payment to the Project Manager for review and processing. The Application for Payment shall be only for actual work installed. The Application for Payment shall be in a format acceptable to the Project Manager. The Project Manager shall review the Application for Payment and verify the quantities of work installed.

Terms for payment shall be net 30 days from receipt of a satisfactory and approved Application for Payment.

6.02 Final Payment, Release of Liens & Warranty Period

- A. Upon final completion and acceptance of the Work, the Owner shall pay the remainder of the Contract Price as recommended by the Project Manager, in accordance with Paragraph 6.01.A above.
- B. The final Application for Payment shall be accompanied by:
 - a. consent of the surety (issuer of the performance & payment bonds), if any, to final payment; and
 - b. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
- C. Contractor warrants and guarantees to Owner, for a period of one year, that all Work will be in accordance with the Contract Documents and will not be defective. The Contractor's one-year warranty period on all the work shall begin from the date of approval of final payment.

6.03 Interest

- A. All moneys not paid when due as provided in Article 6, shall bear no interest.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 7.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given the Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 13, inclusive).
 - 2. Performance bond (pages _____ to _____, inclusive).
 - 3. Payment bond (pages _____ to _____, inclusive).
 - 4. Preliminary Plat Drawings & Specifications consisting of 9 sheets with each sheet bearing the following general title: Rose Hill Estates Preliminary Plat of 5 sheets and more specifically 2-09 Rose Hill Estates Subdivision Site Work –Request for Proposals of 4 sheet; all of record approved by the Jefferson County Planning Commission (available for review in JCPC file no. 02-09).
 - 5. Addenda (numbers _ to _, inclusive).
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Scope of Work (Exhibit-A; pages 1 to 2 inclusive).
 - b. Contractor’s Bid (Exhibit-B; pages 1 to 7, inclusive).
 - 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.

- c. Change Orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented in writing and upon agreement between the Owner and Contractor.

ARTICLE 9 – CONTRACT CHANGES

9.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Owner's Project Manager.

9.03 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Owner's Project Manager.

ARTICLE 10 – DEFINITIONS AND TERMINOLOGY

10.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 - 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 - 3. *Application for Payment*—The form acceptable to Project Manager which is to be used by Contractor during the course of the Work in requesting progress or final payments and

which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—The individual or entity who submits a Bid directly to Owner.
6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
8. *Change Order*—A document recommended by the Project Manager which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
9. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
10. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
11. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
12. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Project Manager's written recommendation of final payment.
13. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
14. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
15. *Field Order*—A written order issued by the Project Manager which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

16. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
18. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
19. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
20. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
21. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
22. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
23. *Project Manager*—The Jefferson County Engineering Department.
24. *Resident Project Representative*—The authorized representative of the Project Manager who may be assigned to the Site or any part thereof.
25. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
26. *Site* – The place or location at which the work under this contract is to occur.
27. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
28. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
29. *Unit Price Work*—Work to be paid for on the basis of unit prices.
30. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such

construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

31. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by the Project Manager ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 11 – BONDS & INSURANCE

11.01 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage so required.

11.02 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 11.02.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 11.01 and 11.02.B.

11.03 *Certificates of Insurance*

- A. Before any work at the Site begins, the Contractor shall deliver to Owner, with copies to each additional insured and loss payee certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

11.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained.
- B. The limits of liability for the insurance required by paragraph A, of Section 11.03, above, shall provide coverage for not less than the following amounts or greater where required by Laws & Regulations:

Worker's Compensation:

- | | | |
|-----|-----------------------|-------------|
| (1) | State: | Statutory |
| (2) | Applicable Federal: | Statutory |
| (3) | Employer's Liability: | \$1,000,000 |

Comprehensive General Liability:

- (1) Bodily Injury (including complete operations and products liability):

\$1,000,000 Each Person
\$2,000,000 Each Occurrence

- (2) Property Damage:
\$500,000 Each Occurrence
\$1,000,000 Annual Aggregate

Property Damage liability insurance shall provide Explosion, Collapse, and Underground coverage.

Comprehensive Automobile Liability:

- (1) Bodily Injury:
\$500,000 Each Person
\$1,000,000 Each Occurrence
- (2) Property Damage:
\$500,000 Each Occurrence
Or a combined single limit of \$1,000,000.

- C. Primary Insurance - Contractor's insurance policies shall always be primary coverage as respects any insurance maintained by Owner and Engineer.
- D. Notice of Cancellation – all policies shall be endorsed to provide that thirty (30) days prior written notice shall be given to the Owner in the event of cancellation or material change in the policies.

ARTICLE 12 – INDEMNIFICATION

12.01 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the board members, officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

ARTICLE 13 – MISCELLANEOUS

13.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.04 *Contract Jurisdiction*

- A. This Agreement shall be binding under the laws of the State of West Virginia. In the event of a dispute between the Owner and the Contractor, the Courts of the State of West Virginia shall have jurisdiction over the matter.

13.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 13.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

13.06 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday between the hours of 7 AM to 5 PM, Eastern Standard Time. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Owner's Project Manager.

(Remainder of Page Left Blank)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on the ___ Day of _____, 2019 (which is the Effective Date of the Agreement).

NOTE TO CONTRACTOR

The Effective Date of the Agreement and the dates of any Construction Performance Bond and Construction Payment Bond should be the same, if possible. In no case may the date of any bonds be earlier than the Effective Date of the Agreement.

OWNER:

CONTRACTOR

Rose Hill Estates Property Owners Association, Inc.

By: _____

Title: Will Liston, President

Attest: _____

Title: _____

Address for giving notices:

Jefferson County Engineering Office

116 East Washington Street, Suite 100

Charles Town, WV 25414

Attn: Roger Goodwin, Chief County Engineer

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(If Owner is a corporation, attach evidence of authority to sign this Agreement.)

NOTICE TO PROCEED

Dated _____ Day of _____, 2019

TO: _____

PROJECT NAME: Rose Hill Subdivision – Site Work Project
Located on WV Route 51, East of the community of Middleway
Jefferson County West Virginia.

You are notified that the contract time under the above contract will commence to run on _____, 2019. By that date, you are to start performing your obligations under the Contract Agreement. The date of completion is _____, 2019.

Before you may start any Work at the Site you must deliver acceptable Certificates of Insurance to the Owner.

By: Rose Hill Estates Property Owners Association Inc.
Owner

Will Liston, President

(Use Certified Mail, Return Receipt Requested)

Jefferson County Commission
C/O
The Jefferson County Engineering Office
116 East Washington Street, Suite 100
Charles Town, WV 25414

Attn: Chief County Engineer

CHANGE ORDER

Change Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: **Rose Hill Subdivision – Site Work Project**
(JCPC File No. 02-09)

OWNER: **Rose Hill Estates Property Owners Association Inc.**
c/o Jefferson County Engineering Office
116 East Washington Street, Charles Town, WV 25414

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: _____

Change to CONTRACT PRICE:

Original Contract Price \$ _____

Current Contract Price adjusted by previous CHANGE ORDERS \$ _____

The CONTRACT PRICE due to this change order will be
(increased) (decreased) by: \$ _____

The new CONTACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals:

Requested by: _____ Date _____
(Contractor)

Recommended by: _____ Date _____
(Jefferson County Chief Engineer)

Accepted by: _____ Date _____
(County Commission of Jefferson County)

NO.	DATE	DESCRIPTION
1	11/11/2011	PRELIMINARY PLAT
2	11/11/2011	REVISIONS
3	11/11/2011	REVISIONS
4	11/11/2011	REVISIONS
5	11/11/2011	REVISIONS
6	11/11/2011	REVISIONS
7	11/11/2011	REVISIONS
8	11/11/2011	REVISIONS
9	11/11/2011	REVISIONS
10	11/11/2011	REVISIONS
11	11/11/2011	REVISIONS
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16	11/11/2011	REVISIONS
17	11/11/2011	REVISIONS
18	11/11/2011	REVISIONS
19	11/11/2011	REVISIONS
20	11/11/2011	REVISIONS

CDM	DATE	DESCRIPTION
1	11/11/2011	PRELIMINARY PLAT
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4	11/11/2011	REVISIONS
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19	11/11/2011	REVISIONS
20	11/11/2011	REVISIONS

TABLE OF REVISIONS

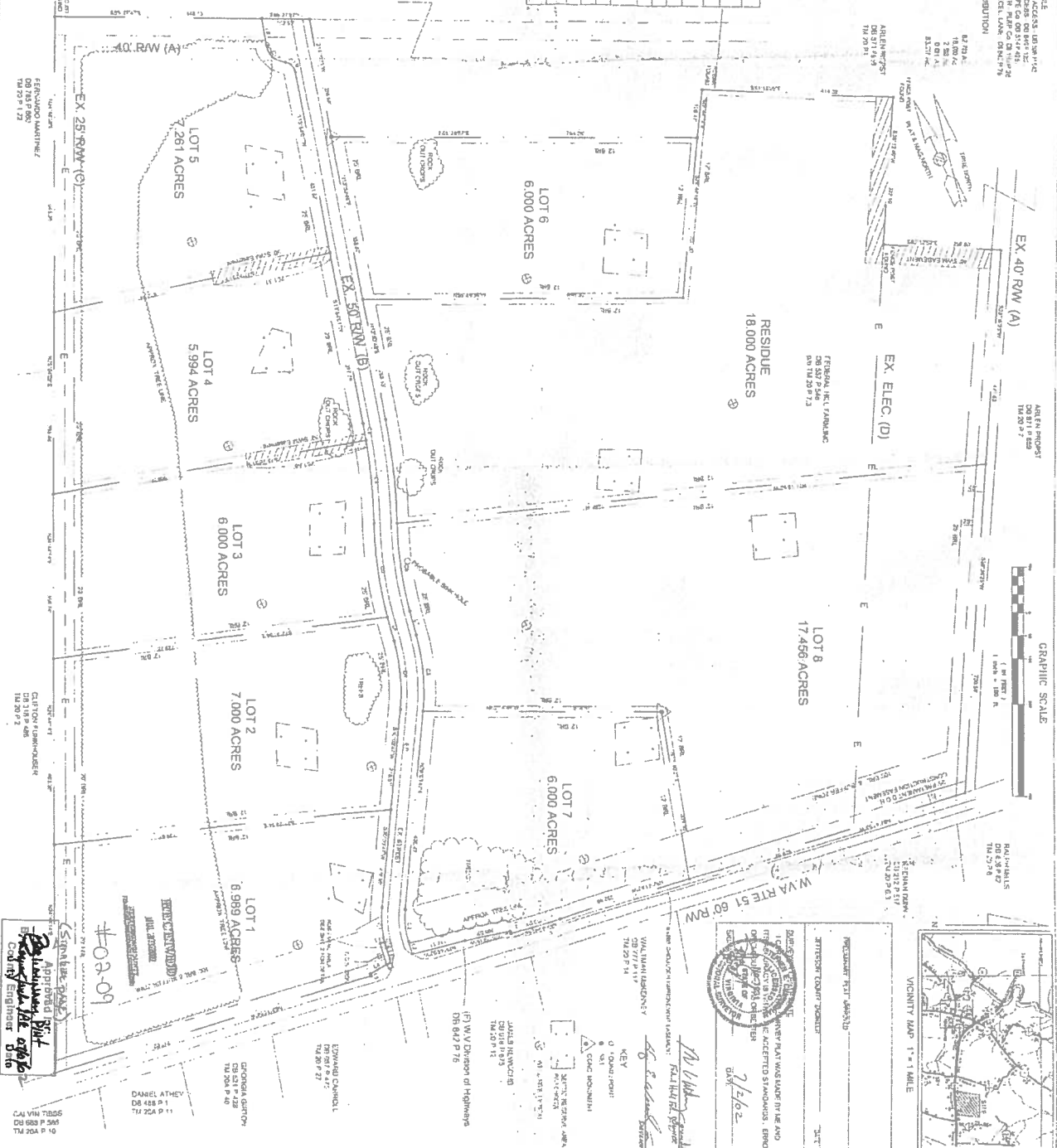
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19	11/11/2011	REVISIONS
20	11/11/2011	REVISIONS

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17	11/11/2011	REVISIONS
18	11/11/2011	REVISIONS
19	11/11/2011	REVISIONS
20	11/11/2011	REVISIONS

NOTICE TO THE PUBLIC: This preliminary plat is subject to the provisions of the Uniform Land Use Regulation Act, Chapter 24A, RCW, and the rules and regulations of the Jefferson County Planning Commission. The plat is not to be construed as a guarantee of any kind. The plat is not to be used for any purpose other than the one for which it is intended. The plat is not to be used for any purpose other than the one for which it is intended. The plat is not to be used for any purpose other than the one for which it is intended.

ROSE HILL ESTATES PRELIMINARY PLAT. Middleway Tax District, Jefferson County, WY. Land of Federal Hill Farm, Inc. CR 567 P 543, TM 20 P 73. Prepared by: [Name], Registered Professional Engineer, No. [Number].



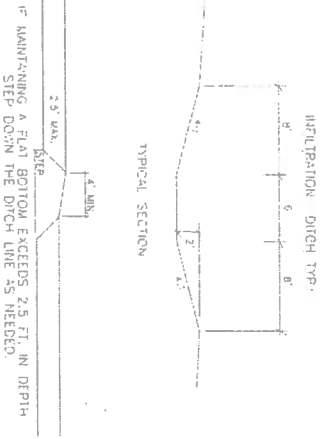
ROSE HILL ESTATES PRELIMINARY PLAT
MIDDLEWAY TAX DISTRICT, JEFFERSON COUNTY, WY
LAND OF FEDERAL HILL FARM, INC.
CR 567 P 543, TM 20 P 73

DATE: 7/6/20
DRAWN BY: [Name]
CHECKED BY: [Name]
RECORD NUMBER: [Number]

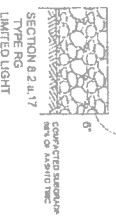
REGISTERED PROFESSIONAL ENGINEER
NO. [Number]

FEDERAL HILL FARM, INC.
11111 11111 11111
CR 567 P 543, TM 20 P 73

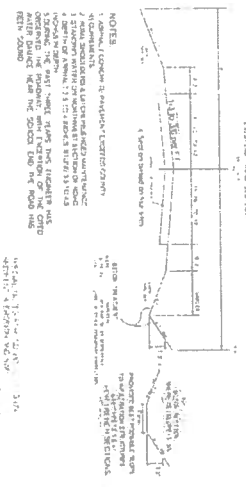
VERBENSKY, EDWARDS, & STANLEY, INC.
Surveyors & Engineers
800 634 6262
1515 15th Street
Cheyenne, WY 82001



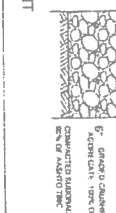
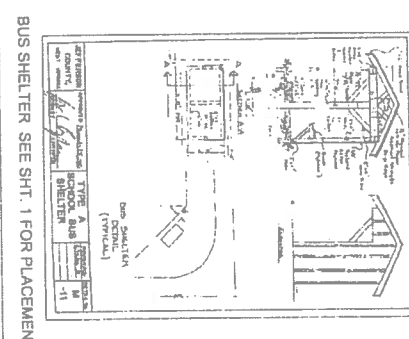
IF MAINTAINING A FLAT BOTTOM EXCEEDS 2.5 FT. IN DEPTH STEP DOWN THE DITCH LINE 2.5 FEET.



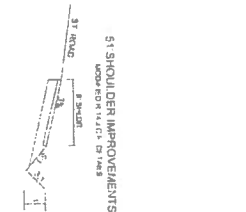
CONCRETE CURB
CONCRETE SUBGRADE
6' WIDE
LIMITED LIGHT



NOTES:
1. GENERAL LOCATION IS APPROXIMATE - LOCATED BY VISUAL SURVEY.
2. EXISTING DITCHES ARE TO BE MAINTAINED AND IMPROVED TO MEET THE DESIGN CRITERIA.
3. ALL DITCHES SHALL BE 2.5 FEET DEEP AT THE BOTTOM.
4. ALL DITCHES SHALL BE 2.5 FEET WIDE AT THE BOTTOM.
5. ALL DITCHES SHALL BE 2.5 FEET WIDE AT THE TOP.
6. ALL DITCHES SHALL BE 2.5 FEET WIDE AT THE TOP.
7. ALL DITCHES SHALL BE 2.5 FEET WIDE AT THE TOP.
8. ALL DITCHES SHALL BE 2.5 FEET WIDE AT THE TOP.
9. ALL DITCHES SHALL BE 2.5 FEET WIDE AT THE TOP.
10. ALL DITCHES SHALL BE 2.5 FEET WIDE AT THE TOP.



2'-1/2" HIGHER CURB
CONCRETE CURB
CONCRETE SUBGRADE
6' WIDE
LIMITED LIGHT



ROSE HILL ESTATES
DRAINAGE PLAN AND DETAILS

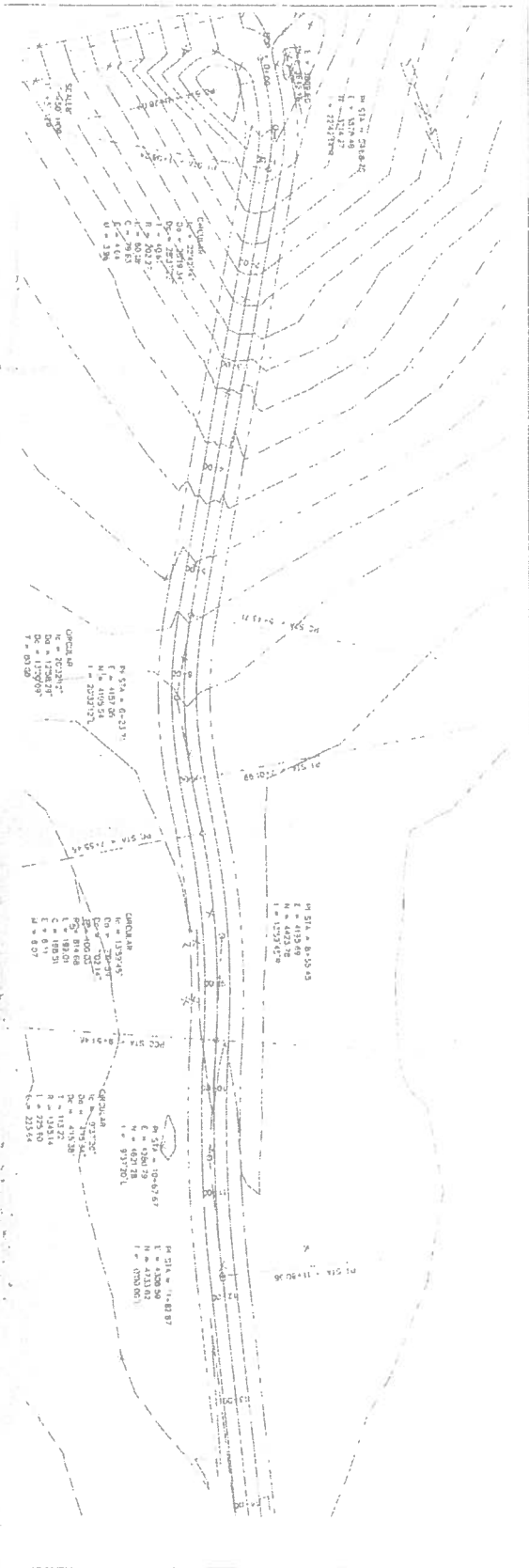
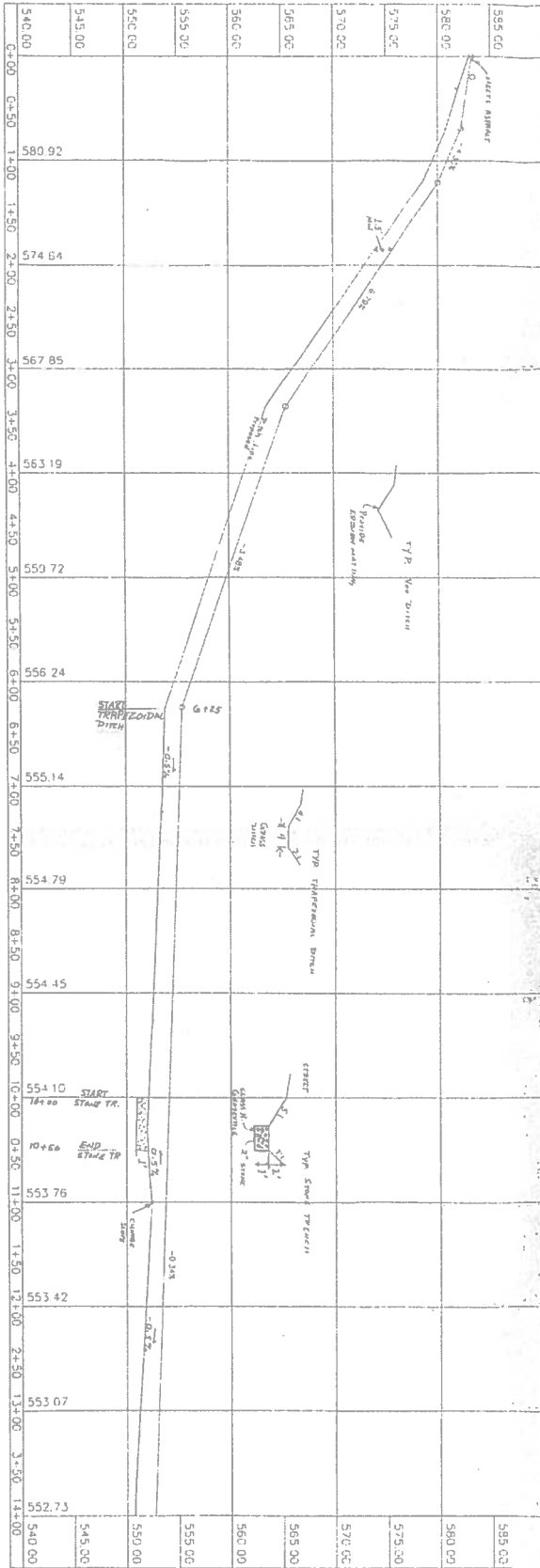
MIDDLEWAY TAX DISTRICT, JEFFERSON COUNTY, WY

Drawn by: J.L.
Date: 11/13/13
Checked by: J.L.
Date: 11/13/13
Recorded by: J.L.
Date: 11/13/13
Scale: AS SHOWN
Project: ROSE HILL ESTATES
Sheet: 2 OF 5



WEBER/PAV CONSULTANTS & ENGINEERS, INC.
202502
13-02-0027

NO.	DATE	REVISION/DATE
1		
2		



3
5
REV. 1.0131
REV. STREET

EXISTING CENTERLINE PLAN & PROFILE
ROSE HILL ESTATES

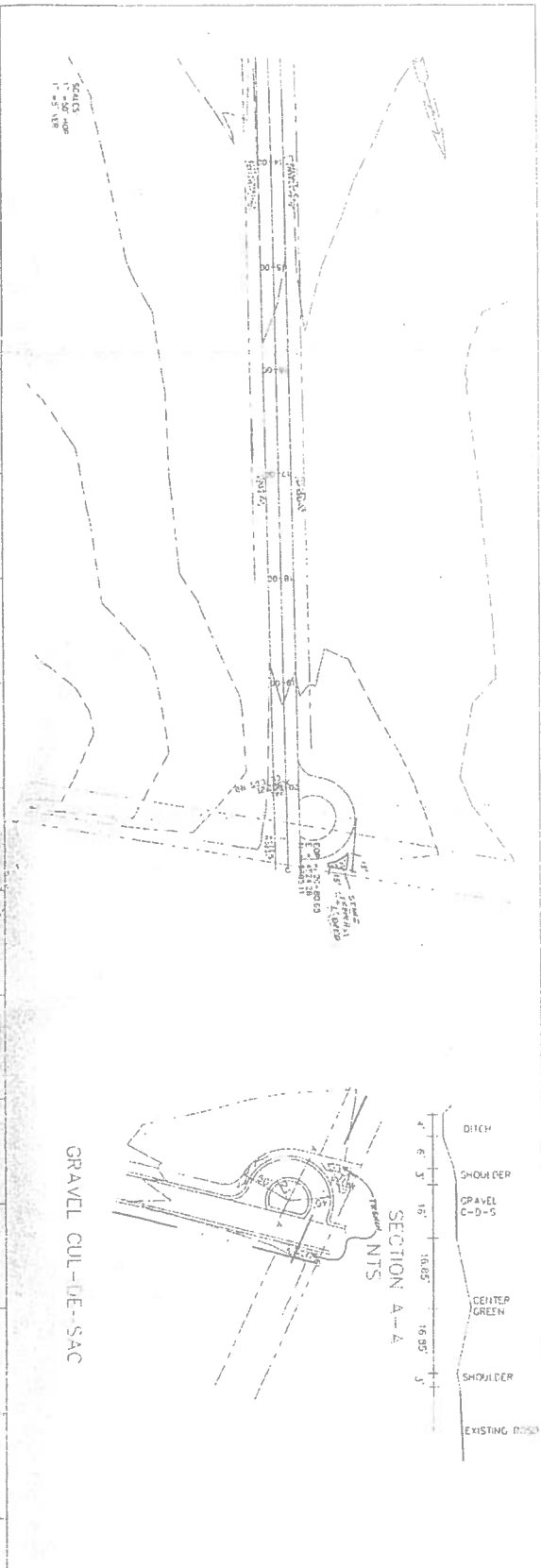
MIDDLEWAY TAX DISTRICT, JEFFERSON COUNTY, WVA.

DRAWN BY: ELS
DATE: 2/9/01
CHECKED BY: [Signature]
DATE: [Blank]
RECORD DRAWING
DATE: [Blank]



JEFFREY S. STANSBURY
SURVEYORS & ENGINEERS
8 STANSBURY INC.
P.O. Box 536
MADISON, WV 25428
(304) 299-2121

570.00	3+50	12+50	552.73	START STONE TRACEM	14+50	END STONE TRACEM	552.38	15+50	552.04	16+50	551.71	17+50	551.86	18+50	552.00	19+50	552.15	20+50	552.00	21+50	552.00	22+50	552.00	23+50	552.00	24+50	552.00	25+50	552.00	26+50	552.00	27+50	552.00
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535.00	3+50	12+50	552.73	START STONE TRACEM	14+50	END STONE TRACEM	552.38	15+50	552.04	16+50	551.71	17+50	551.86	18+50	552.00	19+50	552.15	20+50	552.00	21+50	552.00	22+50	552.00	23+50	552.00	24+50	552.00	25+50	552.00	26+50	552.00	27+50	552.00
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DATE: 4/3/01

BY: AC

RECORD DRAWING

DATE: 4/3/01

REVISIONS/DATE

EXISTING ROAD PLAN & PROFILE

ROSE HILL ESTATES

MIDDLEWAY TWP DISTRICT, JEFFERSON COUNTY, W.VA

DRAWN BY: [Signature]

DATE: 4/3/01

CHECKED BY: AC

DATE: 4/3/01

RECORD DRAWING

DATE: 4/3/01



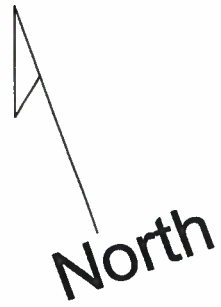
JEFFERSON COUNTY ENGINEERS & SURVEYORS, INC.

P.O. Box 532

INWOOD, WV 26028

(304) 228-7123

Stop Sign to be mounted to the current E9-1-1 ADDRESSING ORDINANCE, more specifically Section 5 STREET SIGNS, and the sign is to the Manual of Uniform Traffic Control Devices detail R1-1, 30" stop sign.



Lot 1

Lot 2

Lot 7

Place Stop Sign

25' WVD0H Easement

Items marked with an X are not part of this scope of work.

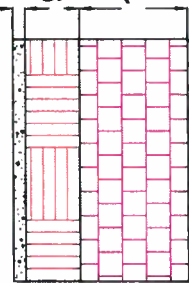


2" Asphalt Wearing

Coarse

9" Base I Stone

18" of #57

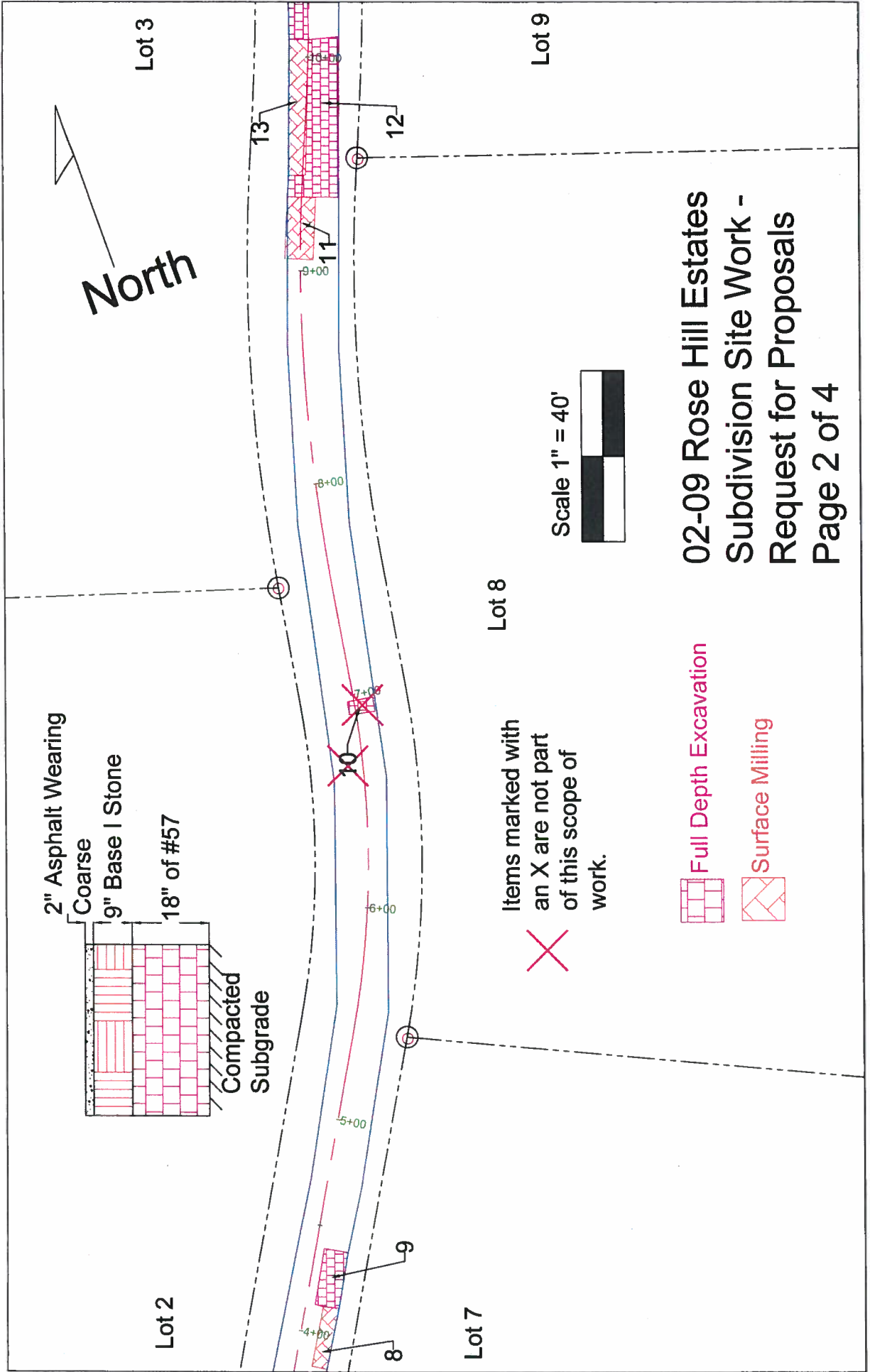


Compacted Subgrade

Scale 1" = 40'



02-09 Rose Hill Estates
 Subdivision Site Work -
 Request for Proposals
 Page 1 of 4



North

Lot 3

Lot 9

Lot 8

Lot 2

Lot 7

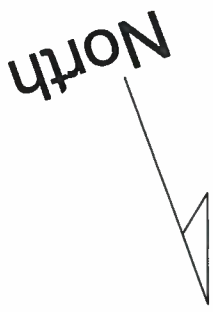
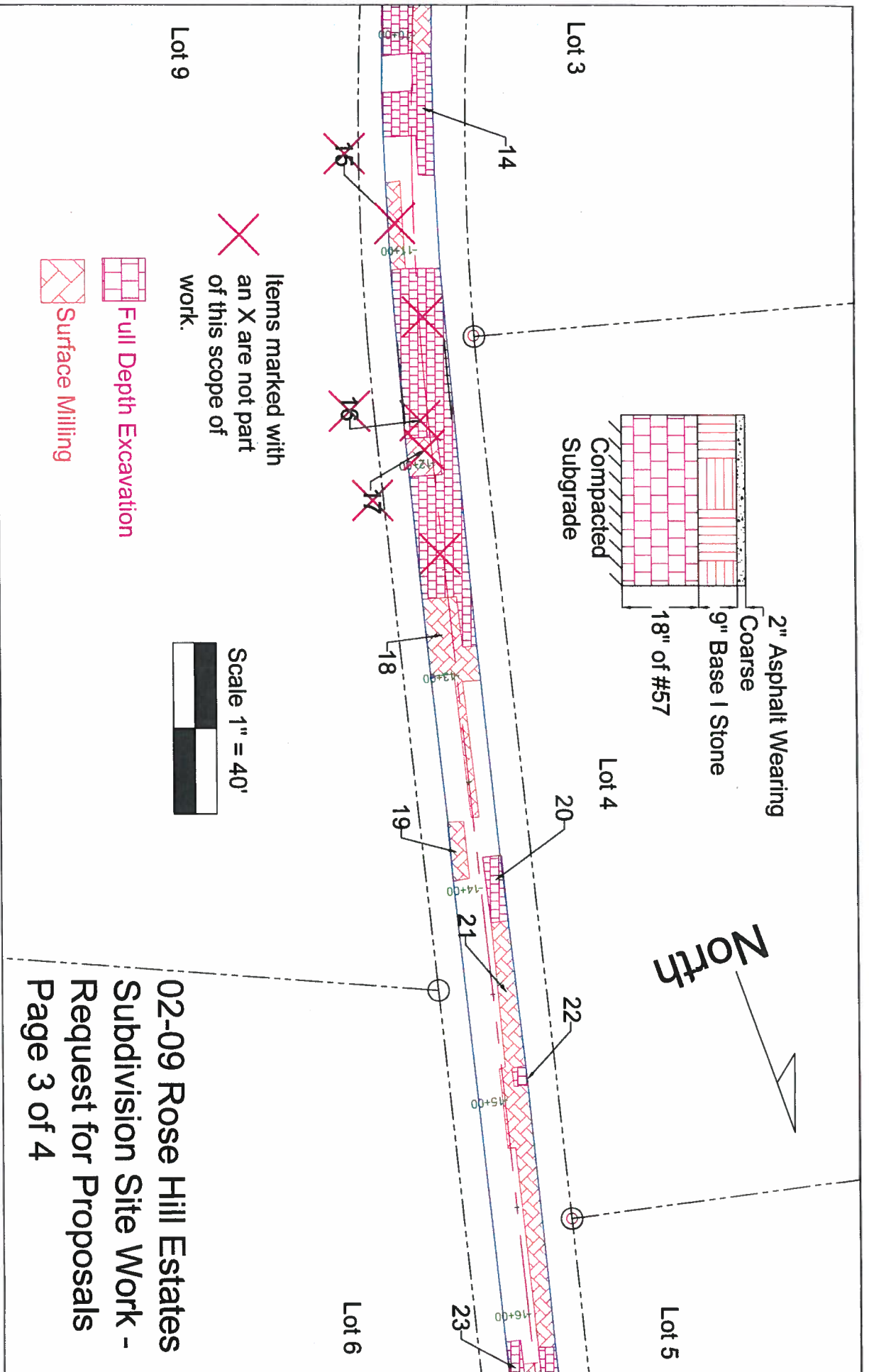
2" Asphalt Wearing
Coarse
9" Base I Stone
18" of #57
Compacted
Subgrade

Scale 1" = 40'

Items marked with
an X are not part
of this scope of
work.

Full Depth Excavation
Surface Milling

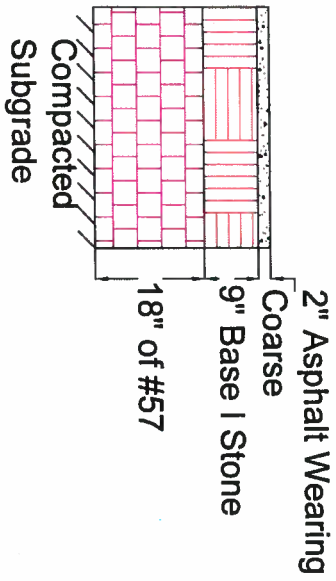
02-09 Rose Hill Estates
Subdivision Site Work -
Request for Proposals
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Scale 1" = 40'

- 
 Items marked with an X are not part of this scope of work.
- 
 Full Depth Excavation
- 
 Surface Milling

02-09 Rose Hill Estates
 Subdivision Site Work -
 Request for Proposals
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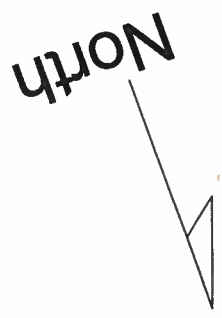


Lot 5

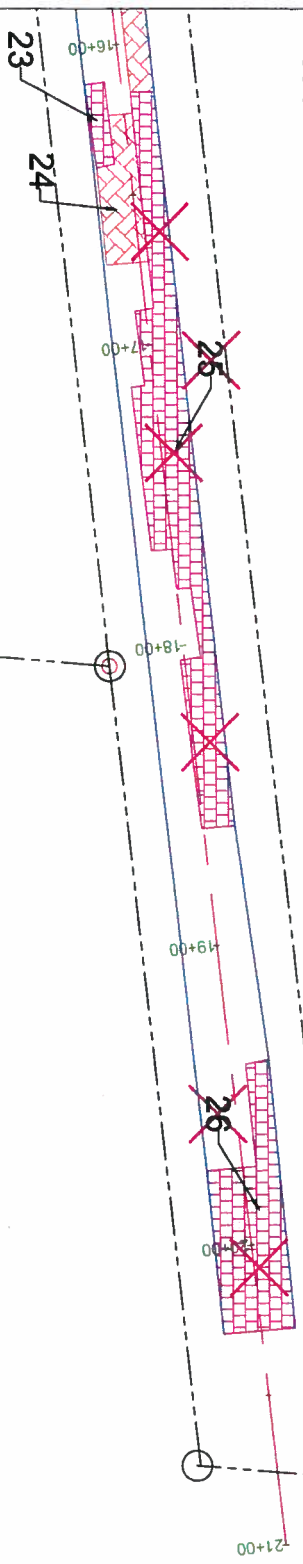
Lot 6



Items marked with an X are not part of this scope of work.



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Subdivision Site Work -
Request for Proposals
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AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Nathan Cochran, Assistant Prosecuting Attorney**

Department or Organization:

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **June 6, 2019**

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

Date Requested – 2nd Choice:

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

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

1. Discussion of renewal of County cable franchise agreement and related issues. Discussion/Action.
2. Discussion of Jefferson County Circuit Court Civil Action #18-C-171. Discussion/Action.
3. Discussion of EEOC Charge #533-2017-00706. Discussion/Action.
4. Discussion of and communication with FEMA regarding potential resolution. U.S. District Court (Northern District) Civil Action #3:18-CV-122. Discussion/Action.
5. Discussion of Jefferson County Circuit Court Civil Action #17-C-282. Discussion/Action.
6. Discussion of Jefferson County Circuit Court Civil Action #19-C-96. Discussion/Action.

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

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Bondy Shay Gibson/Kathy Skinner
Department or Organization: **Jefferson County Schools**
Estimation of amount of time needed for appointment: 15-30 minutes
Date Requested – 1st Choice: **June 6, 2019**

*If a specific date is needed, please provide reason for specific date: **Sufficient time to meet legal requirements for special election notice and implementation***

Date Requested – 2nd Choice: June 20, 2019

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

Approval of special election to be held on October 26, 2019

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

The Jefferson County Board of Education requests approval for a special election to be held Saturday, October 26, 2019. The purpose of the special election is to place a bond call before the voters to fund necessary educational facilities needs identified in the Comprehensive Educational Facilities Plan.

Is this a funding request? Y/N = NO

If so, how much?

Provide exact financial impact/request: There is no financial impact to the Jefferson County Commission

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

The Jefferson County Commission grants approval to the Jefferson County Board of Education to hold a special election on Saturday, October 26, 2019.

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

If not attached, explain: The Superintendent and Board Chair will provide presentation materials at the meeting with explanation

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

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Jeffrey A. Polczynski, ENP – Director of Communications

Department or Entity: Emergency Communications

Estimation of amount of time needed for appointment: 2 minutes

Date Requested – 1st Choice: 6 June 2019

Date Requested – 2nd Choice: _____

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

Subject: **Request Approval of Promotion to EMD Coordinator**

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

1. **Laura Pope, former EMD Coordinator retired in April.**
2. **The agency has two other individuals that were assisting Laura with the quality assurance aspects of the EMD program.**
3. **Lori Brown, a current public safety dispatcher and certified EMD-Q has been working with Laura to develop and manage the EMD program and assume the role of EMD Coordinator. Lori has been provided an offer of promotion and has accepted. She accepted the appointment offer on 5/24/2019**
4. **Ms. Brown has been a Public Safety Dispatcher for eight years with previous experience as an EMD-Q and public safety dispatcher with Baltimore County 9-1-1. She is a Communications Training Officer, sits on Policies & Procedures Committee, and is responsible for the development of the ECC training manuals.**
5. **Ms. Brown is afforded with a wage increase commensurate to the Grade and Step of the EMD Coordinator. This wage increase is an actual savings in the 712 budget due to the difference in wage of the former EMD Coordinator.**
6. **With this promotion, a public safety dispatcher opening will occur which the agency will pursue filling the vacancy.**

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

“Motion to approve the promotional appointment of Ms. Lori Brown from Public Safety Dispatcher to EMD Coordinator within the Emergency Communications Center.”

Attachments:

NOTICE JEFFERSON COUNTY COMMISSION MEETING RESCHEDULED

The regularly scheduled Jefferson County Commission meeting for Thursday, June 20th, 2019, has been canceled due to the West Virginia Day Holiday.

The Commission has rescheduled this regular session for Wednesday, June 19, 2019 at 6:00 pm. The meeting will be held at the Old Charles Town Library located at 200 E. Washington St., (Samuel Street Entrance) Charles Town, WV 25414.

BY ORDER OF THE JEFFERSON COUNTY COMMISSION,
Patricia A. Noland, President

NOTICE JEFFERSON COUNTY COMMISSION MEETING CANCELLATION

The regular meeting scheduled on Thursday, July 4, 2019, has been cancelled. The Commission will resume its regular session on Thursday, July 18, 2019, at 6:00 p.m.

**By Order of The County
Commission of Jefferson County
Patricia A. Noland, President**

Sandra McDonald

From: Bruce Quigley <bruce.r.quigley@gmail.com>
Sent: Thursday, May 23, 2019 3:48 PM
To: JCCInfo
Subject: Comcast Cable Franchise License Renewal

Attn: Stephanie Grove
County Administrator
Jefferson County Commission

Ms Grove,

As you know, access to Comcast telecommunication services stops at John Brown Farm Road, leaving Lake Forest Estates and the Riverside areas without access to cable television, and limited to Frontier for landline telephone. It has been my experience that competition between service providers leads to improved service for consumers. It would be a big benefit to the expanding communities on Mission Road if Comcast was required to extend service beyond John Brown Farm Road as a condition of renewing their license. As a Lake Forest Estate resident, I feel that Frontier sometimes falls short in meeting my needs for reliable telephone and internet access, and I would be much happier with a cable TV connection that wasn't impacted by local weather conditions.

Thank you in advance for your consideration. Please feel free to contact me via return email if you would like more information regarding this request.

--

Bruce Quigley
Bruce.R.Quigley@gmail.com

Impact Fee Status Report May 2019

Office of Impact Fees

Summary

Date Range: Wednesday 1 through Friday 31 May 2019

Report Date: 3 June 2019

Process Number Range: 1900068-1900104

Total Applications: 37

Total Non-Exempt: 35

Of which:

Commercial: 2

Residential: 33

Of which:

County: 24

Municipal: 11

Total Exempt: 2

Of which:

Commercial: 0

Residential: 2

Of which:

County: 2

Municipal: 0

Tables 1 through 7 summarize impact fee processing for May 2019. Table 8 represents account totals, pending the transfer of fees collected as shown in Table 1, including General Impact Fee Account (3111776) interest which is listed in Table 2.

Table 1. Form 100 Tallies

	Exempt	Commercial	Residential	Total
1 – 31 May 2019	2	2	33	37
Fees collected		\$4.00	\$217,539.00	\$217,543.00
<i>Of which</i>				
School Impact Fee			\$196,911.00	\$196,911.00
Law Enforcement Fee		\$1.00	\$3,864.00	\$3,865.00
Parks & Recreation Fee			\$15,114.00	\$15,114.00
EMS Fee		\$3.00	\$1,650.00	\$1,653.00

Table 2. Financial Data – Office of Impact Fees General Account (3111776)

Description	Amount
Opening Statement Balance (1 May 2019)	\$99,307.68
May Deposits (1 – 31 May 2019)	\$217,543.00
School April Transactions (withdraws via transfer on 22 May 2019)	(\$90,592.55)
Law April Transactions (withdraws via transfer on 22 May 2019)	(\$1,352.35)
Parks & Rec April Transactions (withdraws via transfer on 22 May 2019)	(\$6,630.43)
EMS April Transactions (withdraws via transfer on 22 May 2019)	(\$732.35)
Interest Earned (31 May 2019)	\$70.72
Ending Statement Balance (31 May 2019)	\$217,613.72
<i>Outstanding Credits (deposits through 1 June 2019)</i>	<i>\$0.00</i>

Table 3. Financial Data – School Impact Fee Account (3107582)

Description	Amount
Opening Balance (1 May 2019)	\$3,128,828.98
April Transactions (deposits via transfer on 22 May 2019)	\$90,592.55
Interest Earned (31 May 2019)	\$1,341.09
Ending Balance (31 May 2019)	\$3,220,762.62

Table 4. Financial Data – Law Enforcement Impact Fee Account (3120120)

Description	Amount
Opening Balance (1 May 2019)	\$137,487.71
April Transactions (deposits via transfer on 22 May 2019)	\$1,352.35
Interest Earned (31 May 2019)	\$58.57
Ending Balance (31 May 2019)	\$138,898.63

Table 5. Financial Data – Parks & Recreation Impact Fee Account (3122808)

Description	Amount
Opening Balance (1 May 2019)	\$175,488.15
April Transactions (deposits via transfer on 22 May 2019)	\$6,630.43
Interest Earned (31 May 2019)	\$75.43
Ending Balance (31 May 2019)	\$182,194.01

Table 6. Financial Data –EMS Impact Fee Account (3122816)

Description	Amount
Opening Balance (1 May 2019)	\$20,148.58
April Transactions (deposits via transfer on 22 May 2019)	\$732.35
Interest Earned (31 May 2019)	\$8.65
Ending Balance (31 May 2019)	\$20,889.58

Table 7. Total Impact Fees as of 1 June 2019/1

Description	Amount
Office of Impact Fees General Account	\$217,613.72
School Impact Fee Account	\$3,220,762.62
Law Enforcement Fee Account	\$138,898.63
Parks & Recreation Impact Fee Account	\$182,194.01
EMS Impact Fee Account	\$20,889.58
Total Impact Fees	\$3,780,358.56

/1 These values represent both impact fees collected and interest earned. The general account includes the outstanding credits listed in table 2 and outstanding debits, if any, listed in tables 3-6.

Table 8. Pending May 2019 Fee Transfers /1

Account	31 May 2019 Account Totals	Pending Impact Fee Transfers	Account Totals
School Impact Fee Account	\$3,220,762.62	\$196,975.35	\$3,417,737.97
Law Enforcement Fee Account	\$138,898.63	\$3,865.71	\$142,764.34
Parks & Recreation Impact Fee Account	\$182,194.01	\$15,118.95	\$197,312.96
EMS Impact Fee Account	\$20,889.58	\$1,653.71	\$22,543.29
Total Impact Fees	\$3,562,744.84	\$217,613.72	\$3,780,358.56

/1 This table represents each of the impact fee category account totals as of 31 May 2019 listed in tables 3 – 6. Pending fee transfer amounts, excluding interest and any outstanding credits, collected in May 2019 are listed in table 1 of the General Account (3111776); these transactions will be processed in June 2019. Any outstanding credits, as listed in table 2, will be added to the next month's Impact Fee transfer amounts.



Form 100 Transaction Summary

Jefferson County Government – Office of Impact Fees

Impact Fee Applications Processed between dates Wednesday 1 through Friday 31 May 2019

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
1900081	05/08/2019	Bohrer	Yvette	07 Middleway	818	584	16	1.11	\$0.00	05/08/2019	Form 200
1900088	05/21/2019	Stanhope	Catherine & Gary	07 Middleway	940	356	19	27.2	\$0.00	05/21/2019	Form 200

Category Count: 2

Category Total \$0.00

Non-Exempt Applications

1900068	05/03/2019	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	75	\$6,423.00	05/03/2019	N/A
1900069	05/03/2019	Gustines	Codie	06 Kabletown	1052	538	12	2.16	\$6,423.00	05/03/2019	N/A
1900070	05/06/2019	Peter Kubic	PFK, LLC	02 Charles Town	962	349	13A	542	\$7,149.00	05/06/2019	N/A
1900071	05/06/2019	Peter Kubic	PFK, LLC	02 Charles Town	962	349	13A	543	\$7,149.00	05/06/2019	N/A
1900072	05/06/2019	Peter Kubic	PFK, LLC	02 Charles Town	962	349	13A	544	\$7,149.00	05/06/2019	N/A
1900073	05/06/2019	Peter Kubic	PFK, LLC	02 Charles Town	962	349	13A	545	\$7,149.00	05/06/2019	N/A
1900074	05/06/2019	Peter Kubic	PFK, LLC	02 Charles Town	962	349	13A	546	\$7,149.00	05/06/2019	N/A
1900075	05/06/2019	Peter Kubic	PFK, LLC	02 Charles Town	962	349	13A	547	\$7,149.00	05/06/2019	N/A
1900076	05/07/2019	Stillwell	Joseph	02 Charles Town	1210	434	10B	77	\$6,423.00	05/07/2019	N/A
1900077	05/07/2019	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	74	\$6,423.00	05/07/2019	N/A
1900078	05/07/2019	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	104	\$6,423.00	05/07/2019	N/A
1900079	05/08/2019	David Lutman	Lutman Land	02 Charles Town	1218	337	10B	89	\$6,423.00	05/08/2019	N/A
1900080	05/08/2019	David Lutman	Lutman Land	07 Middleway	1219	352	8	1.15	\$6,423.00	05/08/2019	N/A
1900082	05/09/2019	Potomac 2017		08 Ranson Corp	1190	392	8E	1	\$3.00	05/09/2019	N/A
1900083	05/14/2019	Crockett	Kimberly &	09 Shepherdstown	1216	328	1	8.17	\$6,423.00	05/14/2019	N/A
1900084	05/15/2019	Kelley	Stephen	04 Harpers Ferry	1201	576	12G	42	\$6,423.00	05/15/2019	N/A
1900085	05/21/2019	Johnson	Judith	04 Harpers Ferry	1173	611	15	16.1	\$6,423.00	05/21/2019	N/A
1900086	05/21/2019	Day	Elaine	06 Kabletown	1219	656	12	2.19	\$6,423.00	05/21/2019	N/A
1900087	05/21/2019	Swartz	Randy & Melissa	09 Shepherdstown	1218	525	14	1.14	\$6,423.00	05/21/2019	N/A
1900089	05/23/2019	DR Acquisitions,		08 Ranson Corp	1028	659	4	305	\$6,981.00	05/23/2019	N/A
1900090	05/23/2019	DR Acquisitions,		08 Ranson Corp	1028	659	4	306	\$6,981.00	05/23/2019	N/A
1900091	05/23/2019	DR Acquisitions,		08 Ranson Corp	1028	659	4	307	\$6,981.00	05/23/2019	N/A

Process Number	Date	Last Name	First Name	Tax District	Deed Book	Deed Page	Tax Map	Parcel	Impact Fees Collected	Date	Exemption Reason
Non-Exempt Applications											
1900092	05/23/2019	DR Acquisitions,		08 Ranson Corp	1028	659	4	308	\$6,981.00	05/23/2019	N/A
1900093	05/23/2019	Gladhill	Maurice	02 Charles Town	952	565	4	19	\$6,423.00	05/23/2019	N/A
1900094	05/23/2019	Gladhill	Maurice	02 Charles Town	952	565	4	19	\$6,423.00	05/23/2019	N/A
1900095	05/24/2019	David Lutman	Ashland Village	01 Bolivar Corp	1190	172	1	15.1	\$6,255.00	05/24/2019	N/A
1900096	05/24/2019	David Lutman	Ashland Village	01 Bolivar Corp	1190	172	1	15.4	\$6,255.00	05/24/2019	N/A
1900097	05/24/2019	David Lutman	Ashland Village	01 Bolivar Corp	1190	172	1	15.8	\$6,255.00	05/24/2019	N/A
1900098	05/24/2019	David Lutman	Ashland Village	01 Bolivar Corp	1190	172	1	15.12	\$6,255.00	05/24/2019	N/A
1900099	05/24/2019	David Lutman	Ashland Village	01 Bolivar Corp	1190	172	1	15.17	\$6,255.00	05/24/2019	N/A
1900100	05/28/2019	K Hovnanian		08 Ranson Corp	1133	476	8D	20F	\$6,255.00	05/28/2019	N/A
1900101	05/28/2019	Wormald, Jr.	Robert	04 Harpers Ferry	975	635	10A	73	\$6,423.00	05/28/2019	N/A
1900102	05/29/2019	Gladhill	Maurice	02 Charles Town	952	565	4	19	\$6,423.00	05/29/2019	N/A
1900103	05/30/2019	Pifer	Steven	07 Middleway	1219	180	16	2.9	\$6,423.00	05/30/2019	N/A
1900104	05/31/2019	McGee	Kelly and Iona	02 Charles Town	1184	335	1	140	\$1.00	05/31/2019	N/A
Category Count: 35									Category Total	\$217,543.00	
TOTAL APPLICATIONS: 37									Grand Total	\$217,543.00	