

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**THURSDAY, NOVEMBER 4, 2010**  
**9:30 A.M.**

Old Charles Town Library Meeting Room  
200 E. Washington Street, Charles Town, WV

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

**APPROVAL OF PURCHASE ORDERS**

**APPROVAL OF ACCOUNTS PAYABLE**

**PUBLIC COMMENT**

- Mike Cassell

**COUNTY ADMINISTRATOR REPORTS**

**COUNTY COMMISSION REPORTS**

**PRESENTATIONS:**

1. 10:00 a.m. Jennifer S. Maghan - County Clerk's Report
2. 10:15 a.m. Kirk Davis, Capital Projects Manager
  - Approval of Accident Insurance for Jefferson County Volunteers - Discussion/Action
  - Grant Updates
3. 10:30 a.m. Tim Boyde, County Administrator
  - New Job Descriptions - Discussion/Action
4. 10:45 a.m. Peter Fricke, Jefferson County Farmland Protection Board
  - Change to the Jefferson County Farmland Protection Program - Discussion/Action
  - Easement on the Saunders/Hockman Property - Discussion/Action
5. 11:30 a.m. Barbara Miller, Director of Homeland Security and Emergency Management
  - Jefferson County Government Inclement Weather Policy - Review/Changes - Discussion/Action

6. 1:30 p.m. Legal Update - Stephanie Grove, Assistant Prosecuting Attorney  
- Approval of Section 147(f) Commercial Development Revenue Bonds for the purpose of financing all or a portion of the costs of the acquisition, renovation, improvements and equipping of Affordable Housing as presented to the Commission on October 21, 2010 by attorneys McDevitt and Siegrist-Request for Contracts to be Executed by Commissioners - Discussion/Action
7. 1:45 p.m. Craig Yohn, Extension Agent  
- Nutrient Management Presentation

**NEW BUSINESS:**

8. Request for Approval to move Amy Martin from Full-time Public Safety Dispatcher to Part-time Public Safety Dispatcher effective December 12, 2010 - Discussion/Action
9. Approval of Employment - Robert Alan Rjasko - Deputy Jefferson County Sheriff's Department - Filling a Position vacated by Deputy Tennant - Discussion/Action

**CORRESPONDENCE:**

Harpers Ferry National Historical Park Community Bulletin received.

WV Video Lottery Report received.

Check received from Comcast for the Quarter Ended September 20, 2010 in the amount of \$83,820.41.

Thank you letter received from Meals on Wheels for the monetary donation.

**ANNOUNCEMENTS:**

The Commission will meet as a Board of Canvassers on Monday, November 8, 2010 at 9:30 a.m.

County Offices will be closed on Thursday, November 11, 2010 in observance of Veteran's Day.

**RECESS**

*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.*

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
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AGENDA REQUEST FORM

Name: KIRIL DAVIS

Department or Entity: COMMISSION

Estimation of amount of time needed for appointment: 15 MINUTES

Date Requested - 1<sup>st</sup> Choice: 4 NOV

Date Requested - 2<sup>nd</sup> Choice: 18 NOV

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

TO GET THE INSURANCE IN PLACE AS SOON AS WE CAN

Subject: ACCIDENT INSURANCE FOR ALL WORKING AND REGISTERED VOLUNTEERS FOR JEFFERSON COUNTY

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

OUR VOLUNTEERS ARE NOT CURRENTLY COVERED BY ACCIDENT INSURANCE. THEY CURRENTLY ONLY HAVE LIABILITY INSURANCE.

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

I MOVE THAT; THE COMMISSION APPROVE THE ACCIDENT INSURANCE FOR JEFFERSON COUNTY VOLUNTEERS THAT ARE REGISTERED WITH SPECIFIC COUNTY DEPARTMENTS AND COUNTY FUNDED AGENCIES

Attachments:

**JEFFERSON COUNTY, WEST VIRGINIA**  
**Department of Capital Planning and Management**  
 114 East Washington Street  
 P.O. Box 250  
 Charles Town, WV 25414

Kirk E. Davis, Sr.  
 Capital Projects Manager  
 kdavis@jeffersoncountywv.org

Phone: (304) 728-3331  
 Fax: (304) 724-2178

**TRANSMITTAL LETTER**

Project No.: Jefferson County Commission

Date: 28th October 2010

From: Kirk E. Davis, Sr., Capital Projects Manager

To:	Jefferson County Commission
Mailing Address:	124 East Washington Street
	P.O. Box 250
City, State, Zip:	Charles Town, WV 25414
Attention:	Mr. Timothy Boyde
Regarding:	County - Volunteer Accident Insurance Policy

The following are transmitted:

- Blue Prints/Plans   
  Specifications   
  Change Order   
  Addendum   
  Shop Drawings  
 Copy of Letter   
  Invoice   
  Other: \_\_\_\_\_

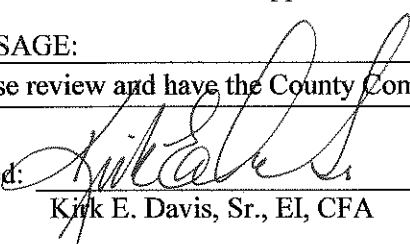
Copies	Date	Number	Description
1	26th October 2010	101810-A	County - Volunteer Accident Insurance Policy

The above items are transmitted to you:

- As Requested   
  For Your Review   
  For Your Records/Use   
  For Your Approval  
 For Comments   
  Approved as Noted   
  Other: \_\_\_\_\_

MESSAGE:

Please review and have the County Commission Approve this invoice for payment. Thank you

Signed:   
 Kirk E. Davis, Sr., EI, CFA

**FOR FINANCE USE ONLY**

<b>Payable To:</b>	<b>WV Counties Self Insurance Risk Pool</b>	<b>Amount: \$ 41,500.00</b>
<b>Release Date:</b>	<b>4th November 2010</b>	

# WVCORP

308 Market St SE Suites 1 & 2 ROANOKE, VA 24011  
1-540-345-8500 OR TOLL FREE 1-888-822-6772

Jefferson County  
114 E. Washington St  
  
Charles Town WV 25414

REMIT & MAKE PAYABLE TO:  
West Virginia Counties Group Self-  
Insurance Risk Pooling, (WVCORP)  
308 Market St. SE Suites 1 & 2  
ROANOKE, VA 24011

Invoice Number	101810-A
Invoice Date	10/26/2010

POLICY #	WV-JE-019	EFFECTIVE DATE	10-18-2010	EXPIRATION DATE	10-18-2011
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Transaction	Amount
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OTHER	\$1,300.00
POLICY FEE	\$200.00
ACCIDENT POLICY	\$0.00

<b>Total Amount Due</b>	<b>\$1,500.00</b>
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*A late charge of 1% per month (12% per annum) will be assessed for premiums received 30 days after the invoice date shown above.*

PLEASE MAKE CHECK PAYABLE TO WVCORP AND INCLUDE INVOICE NUMBER ON CHECK

THANK YOU FOR YOUR CONTINUED SUPPORT!

  
**APPROVED**  
28 OCT 2010

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
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**AGENDA REQUEST FORM**

Name: Tim Boyde, County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice 11/4/10

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject: **Job Descriptions**

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

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

**Attachments:**

Commission Office Use Only	
Date on Agenda:	11/4/10
Appt Time or New Business:	10:45 am

**AGENDA REQUEST FORM**

Name: Peter Fricke

Department or Entity: Jefferson County Farmland Protection Board

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: October 28, 2010

Date Requested – 2<sup>nd</sup> Choice: November 4, 2010

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

Subject: **Change to the Jefferson County Farmland Protection Program**

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

The current version of the Program does not provide for any amendments to existing easements. The proposed policy would permit amendments to an easement to be made in very specific cases, e.g. when an error of fact was made in the original deed; when the proposed action provides for greater protection of natural resources; or when changes in conservation law or practice enhance the conservation benefits. To ensure that the proposed amendment is fully considered and appropriate, the policy requires a super-majority vote of the Farmland Protection Board before an amendment can be sent to the County Commission for action. The policy requires the Farmland Protection Board to consult with and obtain the approval for the amendment from all other parties to the deed of easement.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **That the Jefferson County Commission approves the policy for amendment of farmland protection deeds of easement and amends the Jefferson County Farmland Protection Program to incorporate the said policy.**

Attachments: **Jefferson County Farmland Protection Program Conservation Easements Amendment Policy (draft)**

# The Jefferson County Farmland Protection Program

## Conservation Easement Amendment Policy

### Statement of Philosophy

Jefferson County Farmland Protection Board (JCFPB) acquires and holds conservation easements on Jefferson County farmland in behalf of the Jefferson County Commission and the residents of the County. The purpose of these easements is to conserve the agricultural resources of the County for the future use and enjoyment of them by County residents, to provide green spaces and other amenities that benefit the quality of life, and to assist in ensuring the future economic well-being of County residents engaged in agriculture and agriculture-related businesses. By holding conservation easements the JCFPB is accepting an obligation to monitor and enforce those agreements. Though easements are written to last in perpetuity, we understand that in rare circumstances it may be necessary or beneficial to amend an easement to clarify vague language, correct oversights or errors in the original document, allow an unanticipated but acceptable use, or add new provisions to strengthen the easement.

It is the JCFPB's policy to amend conservation easements only in a manner that complies with applicable state and federal law and only for uses that have a beneficial effect on the conservation values protected by the conservation easement. It is the JCFPB's policy also that the Board must approve conservation easement amendments with a 5/6 majority of voting members after consultation with co-holders and grantees with the JCFPB in an easement.

### Amendment Provisions

**Any amendment under consideration by the JCFPB must meet the following provisions:**

- An amendment must have a beneficial effect on the conservation values protected by the easement.
- No amendment will provide private inurement for members of the JCFPB, staff or private benefit to the landowner or other parties as prohibited by IRS Regulations.
- Any action that requires a change in the terms of the conservation easement or affects the protected conservation values will require a written and recorded amendment.
- Conservation easements may be amended under the following circumstances:
  - To fulfill agreements specified in the conservation easement;
  - To correct an error in original drafting;
  - To clarify an ambiguity in the conservation easement;
  - To adjust a conservation easement to acknowledge a condemnation by a public agency;
  - To add new provisions that strengthen the preservation and protection of conservation values;
  - Amendments may be considered for other reasons provided they have a beneficial effect on the conservation values protected by the conservation easement.

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<p>Commission Office Use Only</p> <p>Date on Agenda: 4/4/10</p> <p>Appt Time or New Business: 11:00 a.m.</p>
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**AGENDA REQUEST FORM**

Name: Peter Fricke

Department or Entity: Jefferson County Farmland Protection Board

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1<sup>st</sup> Choice: November 4, 2010

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

The landowners and their attorney wish to appear before the Commission to protest the price (\$562,400) of the easement offered jointly by the NRCS and JCFPB (\$281,200 each party).

Subject: **Easement on the Saunders/Hockman property**

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

In February of 2008, the NRCS provided matching funds for an easement on 125 acres, more or less, to the JCFPB. The JCFPB wrote a letter to the owners of the property asking for their acceptance of the matched funds subject to an appraisal which qualified under NRCS requirements. Mrs. Saunders and Ms. Hockman agreed to this. An appraisal was completed in September 2008 which valued the easement at \$821,000. In May 2010 a final draft of the easement was agreed by the applicants, and the action moved forward. The acreage had been reduced to 112 acres more or less by the applicants by this time. NRCS requirements are for an appraisal less than twelve months old at the time of closing. The JCFPB ordered an up-dated appraisal in May 2010, and a draft appraisal was completed and sent for review in June 2010, and a final document was received by JCFPB in September 2010. The revised value of the easement was \$562,400.

The NRCS, by law, is not permitted to pay more than 50 percent of the appraised value of an easement at the time of closing. WV Code 8A-12-14(a) stipulates that county farmland protection programs may not pay more than 100 percent, including matching funds, of the conservation value at the time of closing. WV Code 8A-12-14(d) states that the amount specified in the acceptance letter exchanged between landowners and farmland protection boards is binding. The acceptance letter in this case notes that the amount of the easement was subject to a qualified appraisal satisfactory to NRCS.

The JCFPB reviewed this situation at its October meeting, sought the advice of Counsel, and agreed that the September 2010 appraisal of value was the most that the JCFPB could offer under law.

Attorney for the applicants argues that the delay of two years in completing the easements is due to the inaction and/or incompetence of the JCFPB. He argues that paragraph 8A-12-14(d) should apply and the JCFPB pay the difference between \$821,000 and \$281,200.

The County Commission's approval of the purchase of an easement is required before the action can be completed. The JCFPB recommends that the County Commission reject the purchase of this easement at any sum greater than the present conservation easement value of \$5,000/acre or \$562,400. This sum of \$562,400 would include the NRCS matching funds.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **That the County Commission approve the purchase by the Jefferson County Farmland Protection Board of the conservation easement on the Saunders/Hockman property in the Shepherdstown District, Tax Map 22, Parcels 4 and 5, at the USDA/Natural Resources Conservation Service qualified appraisal value of \$562,400.00**

Attachments: **Deed of easement; JCFPB acceptance letter**

This DEED OF CONSERVATION EASEMENT ("Easement") is made this 4th day of October, 2010, by Judith Ann Hockman "Grantor", whose mailing address is 600 South Church Street Charles Town, WV 25414, and Margaret Ann Saunders, also "Grantor," whose mailing address is 218 Clubhouse Drive SW, Supply, NC 28462, to THE JEFFERSON COUNTY FARMLAND PROTECTION BOARD ("FPB" or "Grantee"), whose mailing address is P. O. Box 731, Charles Town, WV 25414-0731, THE LAND TRUST OF THE EASTERN PANHANDLE, INC., a West Virginia nonprofit corporation, having the same rights as conveyed to the Grantee, and whose mailing address is P.O. Box 2240, Martinsburg, WV 25402, (hereinafter referred to as the "Trust"), and the United States of America, (hereinafter referred to as the "United States") acting by and through the Department of Agriculture, Natural Resources Conservation Service (hereinafter referred to as "USDA-NRCS") on behalf of the Commodity Credit Corporation having its mailing address at 1550 Earl Core Road Morgantown, WV 26505.

The "FPB, the "United States," and the "Trust" are hereinafter collectively referred to as the "Grantee". For purposes of this agreement, references to the rights, duties and obligations of the Grantors, the FPB, the United States, and the "Trust" shall apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, the Grantors are the sole owners, in fee simple, of certain real property in Shepherdstown District, Jefferson County, West Virginia, consisting of 112.48 acres of land ("Protected Property"), more or less, being the parcels shown on Tax Map 22, parcels 4 and 5, and more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference;

AND BEING the same real estate in which an undivided one-fourth (1/4) interest was conveyed to Mary Frances Hockman and Margaret Ann Saunders, as tenants in common, a one-eighth (1/8) interest by deed dated December 23, 1996, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 851, at Page 90, and a one-eighth (1/8) interest by deed dated January 7, 1997, recorded in the aforesaid Clerk's Office in Deed Book 852, at Page 8;

AND ALSO BEING the same real estate in which Mary Frances Hockman and Margaret Ann Saunders received an undivided three-fourths (3/4) interest under Article IV of the Last Will and Testament of Robert A. Hockensmith, dated April 26, 1991, recorded in the aforesaid Clerk's Office in Will Book DD, at Page 161, the life tenant, Pauline S. Hockensmith, having deceased on May 8, 2007, a resident of Jefferson County, West Virginia;

AND FURTHER BEING the same real estate in which a one-fourth (1/4) interest was conveyed to Judith Ann Hockman, by deed dated September 12, 2007, from Mary Frances Hockman, recorded in Deed Book 1044, at Page 418. Mary Frances Hockman died December 29, 2007, and by her Last Will and Testament dated March 12, 1999, duly probated and recorded in the aforesaid Clerk's Office in Will Book 16, at Page 32, under Article VII, she devised her remaining interest in the real estate to Judith Ann Hockman, absolutely and in fee simple;

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

WHEREAS, this Easement is being purchased with funds provided, in part, by the Farm and Ranch Lands Protection Program (FRPP), 16 U.S.C. 3838h and 3838i, which entitle the United States to the rights set forth herein. Under FRPP, the Secretary of Agriculture, acting through the United States Department of Agriculture, Natural Resources Conservation Service (USDA or NRCS) is authorized to purchase conservation easements for the purpose of protecting topsoil by limiting non-agricultural uses of the land. Under the authority of FRPP, USDA-NRCS has provided \$281,200.00 to the Grantors for the acquisition of this Easement, consisting of 112.48 acres;

WHEREAS, the specific Conservation Values of the Protected Property as well as its present uses and state of improvement are documented in an inventory of relevant features of the Protected Property, on file at the offices of the FPB, the Trust and USDA-NRCS and incorporated by reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation

of the Protected Property at the time of this Easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, the Grantors, the FPB and the Trust have the exclusive common purpose of preserving the agriculture and open space character of the Protected Property;

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

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized in West Virginia Code 20-12-1 et seq. the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land. The Legislature authorizes the state of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs and to accept qualifying properties voluntarily entered into the program;

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

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

WHEREAS the Trust is a non-profit corporation incorporated under the laws of the State of West Virginia and a tax-exempt public charity under Section 501(c)(3) of the

Internal Revenue Code and qualified under Section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, whose purpose is to preserve land for natural, historic, open space, scenic, recreational, environmental, agricultural, scientific, charitable, educational and aesthetic purposes; and,

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

WHEREAS, the FPB affirms that this Easement represents a unique and valuable asset to the quality of life in Jefferson County and that by the acceptance of this Easement it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. It agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Protected Property for the benefit of this generation and future generations.

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, the Grantors hereby voluntarily grant, bargain, and convey to the Grantees, and the Grantees hereby accept, a conservation easement in perpetuity, pursuant to West Virginia Code 20-14-2(c), over the Protected Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to assure that the Protected Property will be retained forever in its natural, agricultural, and open space condition, and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property, including its prime, unique, and important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth.

## **I. TERMS, CONDITIONS AND RESTRICTIONS**

The Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Protected Property,

including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. It is the purpose of this Easement to assure that the Protected Property will be retained forever in its natural, agricultural, and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property, including its prime, unique, and important soils. Grantors intend that this Easement will confine the use of the Protected Property to such activities as are consistent with the purpose of this Easement. Any activity on or use of the Protected Property inconsistent with the purpose of this Easement is prohibited, and any other activity on or use of the Protected Property which is consistent with the purpose of this Easement but which would result in destruction of other significant conservation interests is also prohibited unless such other activity on or use of the Protected Property is necessary for the protection of the purpose of this Easement.

The following terms, conditions and restrictions clarify and govern the intent of the Grantor and the Grantees:

1. Use and Quiet Enjoyment. The Grantors have the right to use the Protected Property and to benefit from all aspects of the quiet enjoyment of the Protected Property. Grantors have the right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Easement. The Grantors have the right to engage in any and all personal recreational uses of the Protected Property, including, but not limited to, camping, hiking, touring, swimming, biking, hunting to reduce the population of animals becoming a nuisance to crop production or other legitimate activities, and fishing, which require no development of the land and are consistent with the Conservation Values.

2. Agricultural Uses of the Land. The Grantors may engage in any and all agricultural uses of the Protected Property. For example, these agricultural uses include the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits nuts and vegetables of all kinds; nursery, floral and greenhouse products; aquaculture; a grain mill;

and the processing and storage of the agricultural products produced principally on the Protected Property are permitted. Any secondary agricultural activity, including, but not limited to, farm mechanics, blacksmithing, equestrian riding instructions or related activities, shall be considered an agricultural activity under *Terms, Conditions and Restrictions - Agricultural Use of the Land*. Such activities must be secondary to and not adversely impact the primary agricultural purposes of this Easement and must take place within agricultural structures otherwise permitted hereunder.

3. Agricultural Structures. Subject to the approval of the Grantees and to the impervious surface limit set forth below, the Grantors have the right to maintain, construct, and place on the Protected Property agricultural structures, including roads, contributing to the production, primary processing, direct marketing, sale and storage of agricultural products produced principally on the Protected Property. Agricultural structures shall be limited by the maximum square feet as described in Terms, Conditions and Restrictions – Maximum Impervious Surface Coverage. Structures related to a secondary agricultural activity as described in paragraph 5 below shall be considered an agricultural use of the land.

4. Retail Sale of Farm Products. Businesses directly related to the retail sale of farm products produced primarily on the Protected Property that are supportive and agriculturally compatible may be established on the Protected Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products, as long as not more than 2,000 square feet of structures are erected to facilitate such retail sales. Such sales shall take place in permitted agricultural structures described in paragraph 3 above.

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

(a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or educational purposes or to foster agri-tourism must be undertaken in the agricultural structures permitted under *Agricultural Structures* or in temporary tents which are erected for no more than one month and which are removed when not in use; no other structures are permitted on the Protected Property.

(b) Any stables, horseback riding areas, both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings.

(c) Accommodation of tourists and visitors is only permitted within the permitted agricultural structures, or in tents of a temporary nature which are erected for no more than one month and which are removed when not in use, except for rural recreational activities such as hayrides, corn mazes, hunting, etc.

(d) Grantor may allow the use of the property as overnight camping for scout troops and similar organizations with the use of tents as temporary shelters for a maximum of thirty days annually and the number of tents that may be in use at any one time may not exceed fifteen. Appropriate portable sanitation must be available for use by these groups.

(e) Any commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles, (other than farm equipment) whether or not considered to foster agro-tourism, is prohibited.

(f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses, whether or not considered to foster agritourism, is prohibited.

6. Home-based Businesses. Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Protected Property, except that:

(a) The occupation or business use must be conducted entirely within the residential dwellings or appurtenances allowable under *Terms, Conditions and Restrictions—Residential Dwellings*, and

(b) The use of the dwelling for the home-based occupation must be clearly incidental and subordinate to the use of the dwelling for residential purposes.

#### 7. Residential Dwellings.

(a) The Grantors, FPB and the Trust acknowledge the existence of one single residential dwelling and associated outbuildings currently existing on the southernmost of the two parcels constituting the property, as more fully described in Exhibit B. Grantors may construct an additional single residential dwelling and associated outbuildings on the northernmost of the two parcels, to be located as more fully described in Exhibit C.

(b) Each single residential dwelling is or shall be located in a residential building envelope/farmstead complex, as detailed in Exhibits B and C, and provided that each dwelling and all its appurtenances, other than agricultural buildings, is restricted to a compact area that does not exceed two (2) acres. The Grantors have the right to maintain, repair, enlarge or replace such single residential dwellings and appurtenances as they so desire, subject to the impervious surface limitations set forth below. The Grantors have the right to construct appurtenances, such as driveways, parking areas, garages, sheds, swimming pools, ponds, etc., within the residential building envelopes/farmstead complexes, and the right to construct, maintain, repair, enlarge or replace driveways from a public road to each single residential dwelling and the appurtenances within or without the residential building envelopes/farmstead complexes, all subject to the impervious surface limitations set forth below.

8. Maximum Impervious Surface Coverage. The total surface coverage of impervious surfaces on the Protected Property, except as expressly provided herein, shall be subject to the limitations defined in this Paragraph 8.

(a) Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of storm-water directly into the soil, including, but not limited to,

buildings, roofs, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.

(b) The total surface coverage of the Protected Property by all impervious surfaces, including the single structures associated with agricultural uses, driveways and parking areas, shall not exceed 2% of the total area under Easement. This limitation shall also apply to each of the two parcels within the property, so that the total surface coverage by all impervious surfaces in each parcel shall not exceed 2% of the total area of that parcel. Provided, however, that Grantors shall not be required to remove any impervious surface (including gravel) that exists at the time of the granting of this Easement, and Grantors are expressly and specifically permitted to lay more gravel where gravel exists on the Protected Property at the time of the granting of this Easement as long as the same remains incidental to and subordinate to and directly supportive of the agricultural and open space character of the Protected Property. Provided, further, however, that temporary gravel areas may be laid within orchards where gravel does not exist on the Protected Property at the time of the granting of this Easement as long as the same remains incidental to and subordinate to and directly supportive of the agricultural and open space character of the Protected Property and is in accordance with agricultural or horticultural practices customary in the area.

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

10. Subdivision. It is the intention of the Grantor to protect the open space values of the Protected Property. Accordingly, subdivision of the Protected Property is prohibited

beyond the existing two parcels, provided, however, that the Grantors may, to the extent permitted by applicable laws, regulations or ordinances, adjust the boundary line between the two existing parcels as long as no additional parcels are created.

11. Removal of Natural Resources. Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Protected Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Easement, are in accordance with a conservation plan, do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction by any means, including surfacing mining, of minerals, oil, gas or any other hydrocarbon substance from the Protected Property is prohibited.

12. Management of Woodland Resources. Removal, destruction and cutting of trees, shrubs, and other woodland resources is prohibited except:

(a) Non-commercial forestry activities which shall include the following: agriculturally related low-impact timber harvest including management of the forest for wildlife and forest health that are conducted in accordance with a Forest Stewardship Plan that is prepared by a registered West Virginia professional forester and is updated no less than every ten (10) years and is approved by the Grantee; growing and sale of Christmas trees, orchard products and nursery stock; growing and sale of ornamental plants and woodland products grown for human consumption. Commercial timber harvest is prohibited.

(b) To the extent necessary for application of sound disease or insect control practices and removal of non-native, invasive species;

(c) To control or prevent fire, damage to improvements, and the endangerment of life;

(d) To cut firewood for use on the Protected Property;

(e) To remove, destroy and cut fruit trees which may include the cutting thereof for firewood for use on the Protected Property or for sale; and

(f) For construction or maintenance of permitted structures or landscaping or for access otherwise permitted in this Easement.

13. Other Construction. Except for the agricultural structures allowable under *Terms, Conditions and Restrictions—Agricultural Uses of the Land*, and the residential dwellings and associated outbuildings and appurtenances allowable under *Terms, Conditions and Restrictions—Residential Dwellings*, the construction or placement of any buildings, manufactured homes, swimming pools or other recreational facilities, commercial lighting, or any other temporary or permanent structure or facility on the Protected Property is prohibited.

14. Signs. Except for entry signage, “no trespassing” signs, “no hunting” signs, “for-sale” signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. Any permitted sign may not exceed 15 square feet.

15. Wastes. Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines or other material on the Protected Property is prohibited. However, composting of biodegradable material used or produced on the Protected Property to improve gardens and pastures is permitted so long as composting and its application is consistent with a conservation plan.

16. Utilities. The Grantors shall not sell, lease or grant an easement covering any portion of the Protected Property where such sale, lease or easement is for the purpose of construction and installation of underground or above-ground public utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations and cellular telephone or other communication towers. The Grantor may install utilities necessary for the permitted residential and agricultural structures.

17. Streams, Wetland and Water Bodies. There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property which would be detrimental to water purity or which could alter natural water level and/or flow in or over the Protected Property. Nothing in this paragraph shall prohibit the

creation or dredging of farm ponds. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Protected Property shall be considered an agricultural use. Expansion and construction of ponds and structures, except for NRCS approved conservation practices, shall be expanded or constructed in accordance with the conservation plan. However, farm ponds may not exceed one acre in area. Nothing in this paragraph shall prohibit the construction of berms in accordance with the conservation plan to protect Protected Property from contamination by runoff from adjacent properties.

18. Conservation Plan. As required by section 1238I of the Food Security Act of 1985, as amended, the Grantors, their heirs, successors, or assigns, shall conduct all agricultural operations on the Protected Property in a manner consistent with a conservation plan prepared in consultation with the USDA-NRCS and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on December 15, 2006. However, the Grantors may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantors, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, the United States shall work with the Grantors to explore methods of compliance and give the Grantors a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantors do not comply with the conservation plan, NRCS will inform FPB of the Grantors' noncompliance. The FPB shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantors to correct such noncompliance, and (c) Grantors have exhausted their appeal rights under applicable NRCS regulations. If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantors to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands

Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantors may be or become subject.

In addition, as of the date of this Easement, the USDA-NRCS certifies that the Grantor is in compliance with all highly erodible land and wetland conservation provisions.

19. Notification. Written notice shall be provided by Grantors to Grantees in accordance with Section II, paragraph 16 below before exercise of the rights reserved by Grantors in the following: (a) paragraph 3 to erect agricultural structures, (b) paragraph 4 to erect structures for retail sale of farm products, (c) paragraph 5 to conduct activities or businesses, (d) paragraph 11 to remove natural resources, (e) paragraph 12 to manage woodland resources, (f) paragraph 16 to install utilities, or (g) paragraph 17 to create or dredge farm ponds.

## **II. GENERAL PROVISIONS**

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

2. Rights of the Grantees. To accomplish the purpose of this Easement, the following rights are conveyed to the Grantees by this Easement:

(a) To preserve and protect the Conservation Values of the Protected Property;

(b) To enter upon the Protected Property at all reasonable times and, if necessary, across other lands retained by Grantors in order to inspect the Protected Property and monitor the Grantors' compliance with and otherwise enforce the terms of this Easement, and to take any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations thereof; provided that the Grantees shall not unreasonably interfere with Grantors' permitted use and quiet enjoyment of the Protected Property; and

(c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use pursuant to *General Provision—Grantee's Remedies.*

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

4. FPB's Remedies.

(a) Notice of Violation; Corrective Action. If the FPB determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, the FPB shall give written notice to the Grantors of such violation and demand corrective action sufficient to cure the violation within a specified time period and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by the FPB. If the FPB determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, the FPB may pursue its remedies under this paragraph without prior notice to Grantors or without waiting for the period for cure to expire.

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

(c) Costs of Enforcement. Any costs incurred by the FPB in enforcing the terms of this Easement against the Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by the Grantors' violation of the terms of this Easement shall be borne by the Grantors. If the Grantors prevail in any action to enforce the

terms of this Easement, the Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by the FPB. Any costs incurred by the FPB in enforcing the terms of this Easement against any third party shall be borne by the FPB. The preceding two sentences do not apply to the United States should the United States exercise its right under (5) below.

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

5. United States Rights. In the event that the Grantees fail to enforce the terms of this Easement, as determined by the sole discretion of the Secretary of the United States Department of Agriculture ("Secretary"), the Secretary, his successors or assigns, shall have the right to enforce the terms of the Easement through any and all authorities available under Federal or State law. Further, in the event the Grantees attempt to terminate, transfer, or otherwise divest themselves of rights, title, or interest in this Easement or extinguish the Easement without prior consent of the Secretary and payment consideration as provided herein, then, at the option of the Secretary, all right, title, or interest in this Easement shall become vested in the United States of America.

6. FPB and the Trust's Rights and Obligations. The FPB shall have the primary responsibility for stewardship and monitoring of this Easement, determining if a violation has occurred, and for approving any amendments to the Deed of Conservation Easement. These duties may be fulfilled directly by the FPB or its agent, or the FPB may arrange to have the Trust fulfill these duties. The FPB will share with the Trust monitoring and stewardship information, including but not limited to written notices to the FPB and monitoring reports, in the event that the Trust is not acting to complete these duties through an arrangement with the FPB.

The FPB is responsible for any costs incurred in enforcing the terms of the Easement, including any attorneys' fees and any costs of a suit. The FPB can recover costs from Grantors or any third party as described above in Section II, Paragraph 4(c). The FPB and the

Trust shall make every good faith effort to determine a unified course of action should a potential or actual violation of the Easement arise.

The Trust shall have the right to enforce the terms of the Easement if the FPB becomes unable or refuses to enforce the Easement, or if the Trust in its sole discretion finds that the FPB enforcement action or consent fails to protect the conservation purposes of this Easement. In such case, the provisions of paragraph 4 above apply equally to the Trust.

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

8. Costs, Legal Requirements and Liabilities. The Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property.

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

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

11. Hold Harmless. The Grantors shall hold harmless, indemnify, and defend the Grantees and their members, directors, officers, employees, agents, and contractors and hold harmless and indemnify the United States and its assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with:

(a) injury to or the death of any person, or physical damage to any Protected Property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection;

(b) the result of a violation or alleged violation of, the enforcement of and/or any contribution action relating to any state or Federal environmental statute or regulation and statutes or regulation concerning the storage or disposal of hazardous or toxic chemicals or materials; and

(c) the presence or release in, on, from, or about the Protected Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any Federal, state, or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties and only that negligent party shall be deprived of this protection.

12. Extinguishment or Termination; Allocation of Proceeds. The conveyance of this Conservation Easement gives rise to a property right immediately vested in Grantees and the United States with a fair market value equal to the proportionate value that the Easement at the effective date hereof bears to the value of the Protected Property as a whole at that time. That proportionate value of Grantees and the United States' rights shall remain constant. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, upon approval by the USDA-NRCS or its successors and by judicial proceedings in a court of competent jurisdiction. **(a) Allocation of Proceeds on Extinguishment of Easement**. If this

Conservation Easement is extinguished, in whole or in part, the amount of the proceeds to which the Grantees and the United States shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the of the Protected Property shall be an amount equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Protected Property at the effective date hereof, which values shall be set forth in the baseline files maintained by the Grantees. The proportional shares of the FPB, the Trust, and the United States are 45%, 5% and 50%. The Grantees shall use their respective share of the proceeds in a manner consistent with the conservation purposes set forth herein.

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

13. Condemnation. Due to the federal interest in this Easement, the United States must consent to any condemnation action. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, the parties hereto, including the United States shall be entitled to compensation as set forth above. The Grantees shall use their respective share of the proceeds in a manner consistent with the conservation purposes set forth in section 8 above.

14. Assignment. This Easement is not transferable by the FPB to any other local, county or state department, board, agency, commission or successor. In the event that the JEFFERSON COUNTY FARMLAND PROTECTION BOARD ceases to operate or exist and the United States declines to exercise its contingent right under II. 4. (e) herein, the rights of the FPB under this Easement shall be transferred to the Trust or to an organization that is an eligible donee as that term is defined in Treasury Regulation Section 1.170A-14(c), which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and is a West Virginia-domiciled organization authorized to acquire

and hold conservation easements under the West Virginia Conservation and Preservation Easements Act (West Virginia Code § 20-12-1, et seq., 1995). The USDA-NRCS or its successor must approve any such transfer in advance.

Any Co-holder to the Easement may assign its rights and obligations under the Easement only with the written approval of both the Grantee and the Grantors and only to an eligible donee as that term is defined in Treasury Regulation Section 1.170A14(c), which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (W. Va. Code § 20-12-1, et seq., 1995).

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

15 Subsequent Transfers. Grantors reserve the right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Easement and written notice is provided to Grantees in accordance with paragraph 17 below. The Grantors agree to incorporate the terms of this Easement in any Deed or other legal instrument by which they divest themselves of the Protected Property, including, without limitation, a leasehold interest. Grantors shall provide a copy of this Conservation Easement to all subsequent owners of the fee simple interest of any part of the Protected Property.

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

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

To Grantors: Judith Ann Hockman  
600 South Church Street  
Charles Town, WV 25414

and

Margaret Ann Saunders  
218 Clubhouse Drive SW  
Supply, NC 28462

To the FPB: THE JEFFERSON COUNTY FARMLAND  
PROTECTION BOARD  
P. O. Box 731  
Charles Town, WV 25414-0731

To the Trust: The Land Trust of the Eastern Panhandle, Inc.  
P.O. Box 2240  
Martinsburg, WV 25402

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

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

18. Recordation. The Grantees shall record this instrument in a timely fashion in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, and in no case later than sixty (60) days after execution hereof, and may re-record it at any time as may be required to preserve its rights in this Easement.

19. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, upon approval by the USDA-NRCS or its successor, the Grantors, the FPB, the Trust, and the United States are free to amend this Easement, provided that no amendment shall be allowed that will invalidate this Easement or be inconsistent with the purpose of this Easement, and such amendment shall not affect its perpetual

duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.

20. Other Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.

(b) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.

(d) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property.

(e) Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

(f) Subordination. Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.

(g) Title and Environmental Warranties. Each of the Grantors warrants that she has good title to the Protected Property; that she has the right to convey this Easement, and that her interest in the Protected Property is free and clear of any encumbrances other than those of record. Each of the Grantors warrants that she has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property.

(h) Merger. If the FPB, the Trust or the United States acquires the underlying fee title in the Protected Property, the interest conveyed by this Easement will not merge with fee title but will continued to exist and be managed as a separate estate.

**DECLARATION OF CONSIDERATION OF VALUE.**

The signatories hereto declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to Federal and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property, pursuant to W.Va. Code § 11-22-1.

**WITNESS** the following signatures and seals:

**GRANTORS:**

By: \_\_\_\_\_  
Judith Ann Hockman

By \_\_\_\_\_  
Margaret Ann Saunders

**FPB:**

Jefferson County Farmland Protection Board

By: \_\_\_\_\_  
Peter H. Fricke, Board Member

**TRUST;**

The Land Trust of the Eastern Panhandle,  
Inc., a West Virginia nonprofit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Judith Ann Hockman.

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

My commission expires:

(SEAL)

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Margaret Ann Saunders.

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

My commission expires:

(SEAL)

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December 2009, by Peter Fricke, Chair on behalf of the JEFFERSON COUNTY FARMLAND PROTECTION BOARD.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

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

My commission expires:

(SEAL)

**ACCEPTANCE OF PROPERTY INTEREST BY  
THE NATURAL RESOURCES CONSERVATION SERVICE**

The rights conveyed herein are accepted by the undersigned official on behalf of the administering agency Natural Resources Conservation Service, an agency under the United States Department of Agriculture of the United States of America.

\_\_\_\_\_  
Robert Schnably  
District Conservationist

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December, 2009, by Robert Schnably, District Conservationist of the Natural Resources Conservation Service, United States Department of Agriculture, on behalf of the United States of America.

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

My commission expires: \_\_\_\_\_

(SEAL)

Notary Public

DRAFT

**Exhibit A**

Plat of Property Subject to Easement

2526044.1

DRAFT

EXHIBIT B

Plat of existing farmstead area

DRAFT

EXHIBIT C:

Plat of reserved development right (no further sub-division permitted)

DRAFT

DRAFT

# Jefferson County Farmland Protection Board

P. O. Box 731  
Charles Town, WV 25414-0731

March 17, 2008

Judith Ann Hockman  
Margaret Ann Saunders  
600 South Church Street  
Charles Town, WV 25414

Dear Ms. Hockman and Ms. Saunders:

Thank you for your interest in the Jefferson County Farmland Protection Program. The Board has received notification of available funding from the *Farm Security and Rural Investment Act of 2002 (Public Law 107-171)* through the Commodity Credit Corporation, United States Department of Agriculture in the amount of \$461,031.69, to be applied toward the purchase of a conservation easement on the property set forth in the application submitted by Mary Frances Hockman and Margaret Ann Saunders to the Farmland Protection Board. The Board will allocate \$461,031.69 from the Jefferson County Farmland Protection funds at a rate of 67.0% of your asking price for a total of \$922,063.38.

Upon receipt of your signed agreement, the JCFPB will order an appraisal that complies with Uniform Appraisal Standards for Federal Land Acquisitions according to the NRCS Farm and Ranchland Protection Program Manual and JCFPB Program guidelines. The appraisal will include *Fair Market Value*, *Conservation Easement Value* and *After Value* of the proposed conservation easement. NRCS, USDA and the JCFPB are bound legally to purchase development rights on property at or below the appraised Conservation Easement Value.

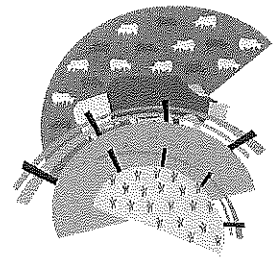
The JCFPB has received notification from the NRCS, USDA that this conservation easement funding must be expended within eighteen months.

If you are in agreement with this offer and are available to close on the easement before **July 17, 2010**, please sign, date and return one copy of this agreement to the JCFPB prior to **April 30, 2008**; subsequently, sign, date and retain the second copy for your records.

The following Cooperation Agreement is being offered by the Jefferson County Farmland Protection Board and the U.S. Department of Agriculture, pending results of the qualified appraisal:

## Pending Conservation Easement Offer

Landowner(s)	Margaret Ann Saunders Judith Ann Hockman
Tax Map Numbers	Map 22 Parcel 04 Map 22 Parcel 05
Tax District	Shepherdstown
Number of Acres	125
Estimated Price	\$922,063.38
Federal Share	\$461,031.69
County Share	\$461,031.69



## Board Members

County Commissioner  
Frances Morgan  
Phone: 725-8289  
[fberrymorgan@aol.com](mailto:fberrymorgan@aol.com)

County Development Authority  
Jane Peters  
1948 Wiltshire Road  
Kearneysville, WV 25443  
Phone: 728-3255  
Fax: 725-3133  
[burrpark@intrepid.net](mailto:burrpark@intrepid.net)

County Farm Bureau  
Bob Henshaw  
(President)  
5885 Middleway Pike  
Kearneysville, WV 25430  
Phone: 725-4810  
[Henshaw@citlink.net](mailto:Henshaw@citlink.net)

Soil Conservation District  
Chris Lotze  
2231 Old Leetown Pike  
Kearneysville, WV 25430  
Phone: 728-7928  
[roxleyfarms@citlink.net](mailto:roxleyfarms@citlink.net)

County Farmer  
Joe Funkhouser  
(Vice President)  
P.O. Box 670  
Charles Town, WV 25425  
Phone: 725-3158  
[jocfunkhouser@hotmail.com](mailto:jocfunkhouser@hotmail.com)

Non-Farmer  
County Residents  
Phil Cox  
(Treasurer)  
382 South Hills Drive  
Shepherdstown, WV 25443  
Phone: 876-1499  
[fbcppc@copper.net](mailto:fbcppc@copper.net)

Peter Fricke  
(Secretary)  
5 East Street  
Middleway, WV 25430-5600  
Phone: 728-6400  
[peter.fricke@frontiernet.net](mailto:peter.fricke@frontiernet.net)

\_\_\_\_\_  
Margaret Ann Saunders  
Landowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judith Ann Hockman  
Landowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kellie S. Boles  
Administrator, JCFPB

\_\_\_\_\_  
Date

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
--------------------------------------------------------------------------------------------

**AGENDA REQUEST FORM**

Name: Barbara Miller

Department or Entity: Homeland Security and Emergency Management

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: Next Available

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject: **Jefferson County Government Inclement Weather Policy review/changes**

Please provide the County Commission with a description of your request or presentation, including any background information: **The County's inclement weather policy is out of date. I propose the following changes to the policy. (copy of current policy is attached)**

- Review section with name of former prosecuting attorney. Do you want to replace with current prosecutor or eliminate the name altogether and just list the position?
- The name of our Department has changed from "Emergency Services" to "Homeland Security and Emergency Management" (two places in the text)
- In the past, Presidents of the Commission have waived their involvement and left the decision up to the Director of Homeland Security and Emergency Management and the Director of Maintenance and notification to the County Administrator, who notified the Commission President.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **I move that the County's Inclement Weather Policy be updated to reflect the changes recommended by the Director of Homeland Security and Emergency Management.**

Attachments: **Copy of current inclement weather policy**

# Inclement Weather Policy

COUNTY COMMISSION OF JEFFERSON COUNTY  
POLICY TITLE: Inclement Weather Policy  
POLICY NUMBER: 1996 - 1  
ADOPTED: February 16, 1996  
EFFECTIVE: February 16, 1996  
REVISED: February 3, 2005


## **Jefferson County Inclement Weather Policy**

February 3, 2005

This policy replaces the Inclement Weather Policy dated February 16, 1996, and all amendments thereafter.

According to statute and interpretation by the Prosecuting Attorney of Jefferson County ~~Michael D. Thompson~~, the Commission has the authority to set the Courthouse hours Effective February 3, 2005, the following inclement weather policy will be in effect for Jefferson County Offices:

In the event that inclement weather necessitates closing, delayed opening or early closure of all Jefferson County Offices, the closure process will be initiated by the President of the County Commission of Jefferson County in consultation with the Director of ~~Emergency Services~~ and Director of Maintenance. If a decision is made to close, delay opening or early closure of Jefferson County Offices, all media will be notified by the ~~Office of Emergency Services~~. In addition, an auto-attendant telephone answering service will be available for employees and citizens to obtain up to date emergency information concerning county office closing, delays or early closing, and current weather related conditions within Jefferson County by dialing 304.728.1983. Information will also be posted on the County website at [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org). any elected official would like input in the decision making process, you should contact the President of the Commission when bad weather threatens.

2009-2010 Jefferson County Commission | [Sitemap](#) | [Terms and Conditions](#) |  [RSS News Feed](#)

P.O Box 250, 124 E. Washington Street, Charles Town, WV 25414 | 304-728-3284

# 6

Commission Office Use Only

Date on Agenda: ~~11/4/10~~ 11/4/10

Appt Time or New Business: 1:30 pm

AGENDA REQUEST FORM

Name: Lauren Grouther

Department or Entity: Prosecutors Office

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested - 1<sup>st</sup> Choice: 11/4/10 @ 1:30 or 2:00 pm

Date Requested - 2<sup>nd</sup> Choice: \_\_\_\_\_

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

November 4 is requested by Mr. McDervitt & Mr. Seigrist because they are finalizing contracts for issuing bonds in Berkeley county & Morgan county that day. They would like to do all three counties that day.

Subject:

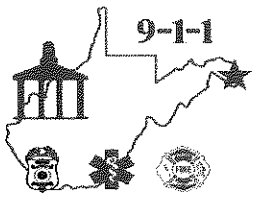
Approval of Section 147(F) Bonds

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

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

Motion to approve Section 147 (F) Bonds

Attachments:



Jefferson County Emergency Communications  
DEPARTMENTAL MEMORANDUM

**TO:** The County Commission of Jefferson County  
Timothy Boyde, County Administrator

**FROM:** Jeffrey Polczynski, ENP – Director of Communications

**DATE:** October 20, 2010

**SUBJECT:** Appointment as Part-Time from Full-Time Status – Ms. Amy Martin –  
Public Safety Dispatcher

The purpose of this memorandum is to request the approval to move Ms. Amy Martin from the status as a full-time Public Safety Dispatcher to a part-time Public Safety Dispatcher effective December 12, 2010.

Ms. Martin tendered her resignation with Jefferson County Emergency Communications on October 19, 2010 in order to give the ECC more time to fill her vacancy. She will be earning her Master’s degree in the Library Sciences and is pursuing her dream as a Librarian.

Ms. Martin is a tenured experienced employee and will be an asset to the staff at the ECC.

With the approval of the Commission, part-time employment will be effective on December 13, 2010.

Please do not hesitate to contact me for further questions.

#9

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
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**AGENDA REQUEST FORM**

Name: Robert Shirley

Department or Entity: Sheriff

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1<sup>st</sup> Choice: 11/4/10

Date Requested – 2<sup>nd</sup> Choice: 11/18/10

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

Subject: **Hire of new Deputy**

Please provide the County Commission with a description of your request or presentation, including any background information: **I would like permission to hire Robert Alan Rjasko (pronounced Rasko). Mr. Rjasko would be filling a position vacated by Deputy Tennant. This was a previously approved and funded position.**

**Mr. Rjasko is a certified officer with Ritchie County, therefore he would only need to complete the Sheriff's Office Field Training Officer Program and not attend the academy. He has successfully passed all pre-employment requirements, including a background check.**

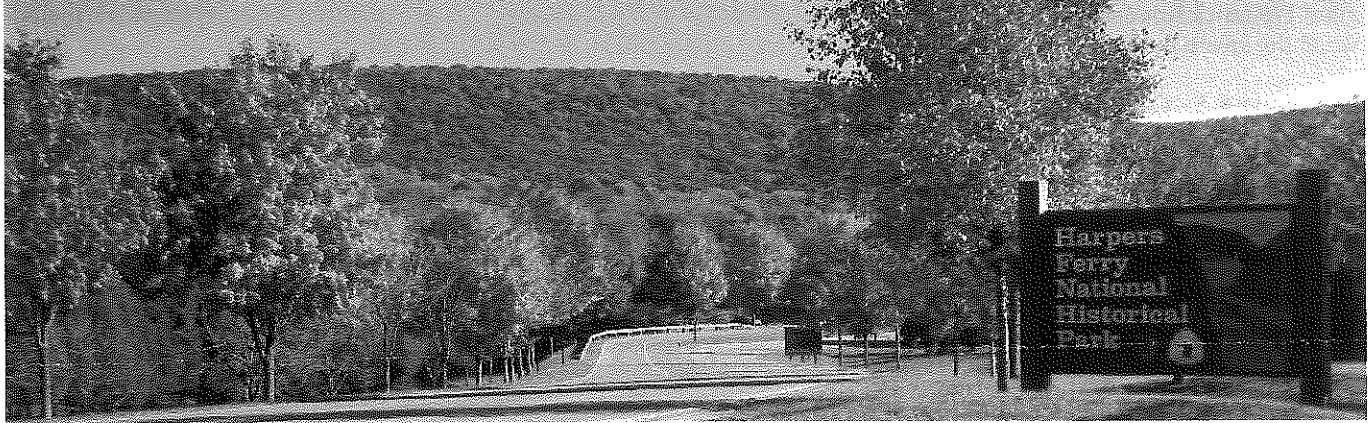
**If approved his start date would be on or about November 28, 2010.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **I move to approve hiring Robert Rjasko to the position of Deputy Sheriff.**

Attachments:



# Community Bulletin



## October Volunteer of the Month: Greg Aylsworth

Harpers Ferry National Historical Park would like to recognize the volunteer contributions of Greg Aylsworth, volunteer with park media and design specialist, Elizabeth Kerwin-Nisbet.

Sticky like glue - that's how Greg Aylsworth describes his approach to visual communications. More than a year ago, Greg approached the park's volunteer coordinator with interest in volunteering his unique skill set. A few months after initial conversations, Greg was able to team up with park media and design specialist Elizabeth Kerwin-Nisbet becoming an integral part of the design team for the upcoming arsenal wayside series of 4 new exhibits. Greg worked along side Elizabeth and the whole wayside team at the National Park Service's Interpretive Design Center. He developed layouts



Greg Aylsworth (left) works with a member of the Harpers Ferry Design team. NPS Photo

for the project and worked tirelessly to edit and revise the designs.

Elizabeth comments "Greg always brings creative ideas and a cheerful attitude to the job. He shows true Park Service grit attending site visits in the rain and cold. He is dedicated

to a fault, taking work with him on vacations and working from home while caring for his son. Greg stuck with the project through periods of inactivity and through demanding deadlines. Greg has a love for the national parks which has lead him to target the National Park Service as an employer."

Greg offers the National Park Service, and any lucky park that hires him, dedication, creativity, enthusiasm and great project management skills. He believes that designers can be pioneers of communication. With his extensive design experience, the National Park Service has barely tapped into Greg's reserve of talent. We look forward to working with Greg again and seeing where his pioneering spirit will take him and the National Park Service.

## Veterans Day Free for Veterans and Military

WASHINGTON - Come visit one of America's almost 400 national parks on Veterans Day. In recognition of current and former servicemen and women, all national parks are waiving entrance fees on November 11, 2010.

"From everyone in the National Park Service, I extend gratitude to all who have served in the U.S. armed forces and defended the people, freedoms, and resources of this country," said NPS Director Jon Jarvis. "In honor of veterans, entry to the national parks,

which preserve many of our nation's finest natural and cultural resources, will be free on Veterans Day, November 11. I invite everyone to take advantage of this opportunity and savor places that our veterans have kept safe for us."

## Upcoming Events at Harpers Ferry Park

**November 6-7 - Fall Cider Making**  
11am - 4pm Lower Town  
Enjoy this fall tradition that harks back to happier times for German immigrant Frederick Roeder and his family when the tavern business was thriving.

**December 4-5 - Captain Flagg's US Quarter Master City: Approach of Peace 1864** Sat. 12-8pm Sun. 11am-4pm Lower Town  
Join this special Yuletide of 1864, when Harpers Ferry soldiers attempted to create Christmas in a war zone. Programs feature local citizens and soldiers preparing for the Yuletide, a Civil War-style Santa Claus dispersing presents to the soldiers, a Victorian Cotillion, Yuletide confections, and special guided walking tours.



National Park Service  
U.S. Department of the Interior

The history of Harpers Ferry has few parallels in the American drama. It is more than one event, one date, or one individual. It is multi-layered, involving a diverse number of people and events, decisions and actions that influenced the course of our nation's history. Visit Harpers Ferry and step into history.

Harpers Ferry National Historical Park  
P.O. Box 65  
Harpers Ferry, West Virginia 25425

Visitor Center  
304-535-6029

Harpers Ferry Historical Association Bookshop  
304-535-6881

Harpers Ferry NHP Home Page  
[www.nps.gov/hafe/](http://www.nps.gov/hafe/)

The National Park Service cares for the special places saved by the American people so that all may experience our heritage.

## 2010 National Christmas Tree Lighting

Washington, D.C. -- The National Park Service and the National Park Foundation announced recently the annual National Christmas Tree Lighting Ceremony will be held on Thursday, December 9, 2010, at 5:00 p.m., on the Ellipse in Washington, D.C. Tickets for the general public will be awarded via an online lottery system, providing a chance to obtain free tickets to the ceremony.

The online lottery will be available beginning at 12:01 a.m. Eastern Standard Time (EST) on Friday, November 5th. The ticket lottery remains open through 11:59 p.m. EST on Sunday, November 7th by going to [www.thenationaltree.org](http://www.thenationaltree.org) and following the link to the online ticket lottery application page at [www.recreation.gov](http://www.recreation.gov). The National Christmas Tree Lighting Ceremony marks the opening of the four-week event sponsored by the National Park Service and the National Park Foundation, the official charity of America's National Parks.

The lottery at [www.thenationaltree.org](http://www.thenationaltree.org) will include 3,000 ticketed seats and 10,000 standing room tickets. The website will contain all necessary information to apply for 2010 National Christmas Tree Lighting Ceremony tickets. Additionally, any ticket seeker without access to a computer may also call (877-444-6777 or for TDD 877-833-6777) beginning Friday, November 5th through Sunday, November 7th to place their name into the lottery. Once the lottery is completed, ticket lottery seekers who submitted their request via computer will be notified via email. Successful ticket seekers who applied by calling the above-listed number will receive a notice sent via U.S. Mail. Beginning Wednesday, November 10th, all ticket seekers may check the status of their request online or through the call center after the conclusion of the lottery. The tickets are free and may not be sold.

Tickets will be mailed by Monday, November 15 to ticket winners through the U.S. Postal Service. The package

that ticket lottery winners will receive provides their tickets and other important event information including directions, map, event schedule, restricted items, and other planning information. Please be advised tickets are required for every attendee, including all children.

The National Park Service is also pleased to announce there will be 10,000 additional public tickets in a standing room area. Ticket seekers are advised this area will be a strictly standing-room only, as there are no chairs nor are portable chairs allowed in the event site. The standing room only section will have a clear view of the National Christmas Tree, and a large screen showing the stage production, but will have a limited view of the event stage. Tickets for the standing room area will be available through the same ticket lottery described above.

The gates for the National Christmas Tree Lighting Ceremony will open for all ticket holders at 3:00 p.m. and all ticket holders must be in their seats or in the standing room area by 4:30 p.m.

This year's talent line up for the lighting ceremony will be announced in November. Talent announcements, as well as other event details and a live webstream of the ceremony will be available at [www.thenationaltree.org](http://www.thenationaltree.org).

Guests are reminded that aerosols of any kind, fireworks/firecrackers, animals (except guide dogs), duffel bags/suitcases/backpacks/coolers, real or simulated ammunition, knives of any kind, mace/pepper spray, laser lights/pointers, chairs, and glass containers are prohibited. Guests should be prepared for a search of all items carried onto the site.

For questions about the National Christmas Tree Lighting Ceremony, please call the White House Visitor Center at (202) 208-1631, or visit the National Park Service website at [www.nps.gov/whho](http://www.nps.gov/whho) or the event-related web site at [www.thenationaltree.org](http://www.thenationaltree.org).

WEST VIRGINIA LOTTERY  
 First Benchmark  
 Charles Town  
 County / City Split  
 Fiscal Year 2011

Charles Town  
 1998 Net Terminal Revenue \$ 45,603,174  
 Benchmark Goal @ 2% \$ 912,053.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 12.42%	CHARLES TOWN 34.58%	HARPERS FERRY 3.65%	RANSON 36.08%	SHEPHERDS TOWN 14.29%
3 days ending: 7/1/10- 7/3/10	\$ 115,402.58	\$ 115,402.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending:								
07/10/10	\$ 205,731.64	\$ 205,731.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/17/10	\$ 161,366.78	\$ 161,366.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/24/10	\$ 160,368.28	\$ 160,368.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/31/10	\$ 157,802.08	\$ 157,802.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/07/10	\$ 161,617.82	\$ 136,494.98	\$ 25,122.84	\$ 3,120.27	\$ 8,882.45	\$ 916.98	\$ 8,813.09	\$ 3,500.05
08/14/10	\$ 158,753.38	\$ 78,378.68	\$ 78,378.68	\$ 9,734.38	\$ 27,086.98	\$ 2,860.75	\$ 27,484.54	\$ 11,200.03
08/21/10	\$ 162,398.04	\$ 76,199.02	\$ 76,199.02	\$ 9,463.92	\$ 28,334.38	\$ 2,781.26	\$ 25,730.62	\$ 10,868.84
08/28/10	\$ 144,920.08	\$ 72,460.03	\$ 72,460.03	\$ 8,998.54	\$ 25,042.19	\$ 2,644.79	\$ 25,418.97	\$ 10,354.54
09/04/10	\$ 152,725.68	\$ 76,382.84	\$ 76,382.84	\$ 9,484.28	\$ 28,391.00	\$ 2,787.24	\$ 28,788.08	\$ 10,912.25
09/11/10	\$ 165,938.72	\$ 82,969.36	\$ 82,969.36	\$ 10,304.79	\$ 28,874.21	\$ 3,028.39	\$ 29,105.65	\$ 11,856.32
09/18/10	\$ 135,277.56	\$ 67,638.78	\$ 67,638.78	\$ 8,400.74	\$ 23,375.95	\$ 2,488.82	\$ 23,727.88	\$ 9,885.58
09/25/10	\$ 140,870.12	\$ 70,435.05	\$ 70,435.05	\$ 8,748.03	\$ 24,342.35	\$ 2,670.85	\$ 24,708.62	\$ 10,065.17
10/02/10	\$ 142,027.72	\$ 71,013.86	\$ 71,013.86	\$ 8,818.92	\$ 24,542.39	\$ 2,592.01	\$ 24,911.86	\$ 10,147.88
10/09/10	\$ 138,623.00	\$ 69,311.50	\$ 69,311.50	\$ 8,605.49	\$ 23,854.06	\$ 2,529.87	\$ 24,314.47	\$ 9,904.81
10/16/10	\$ 150,469.24	\$ 75,234.62	\$ 75,234.62	\$ 9,344.14	\$ 26,001.09	\$ 2,746.08	\$ 26,392.31	\$ 10,751.03
10/23/10	\$ 140,581.80	\$ 70,290.80	\$ 70,290.80	\$ 8,790.12	\$ 24,292.50	\$ 2,665.81	\$ 24,858.01	\$ 10,044.58
<b>Subtotal</b>	<b>\$ 2,582,884.26</b>	<b>\$ 1,747,478.67</b>	<b>\$ 835,415.39</b>	<b>\$ 103,758.60</b>	<b>\$ 288,719.56</b>	<b>\$ 30,482.66</b>	<b>\$ 293,063.71</b>	<b>\$ 119,380.89</b>

Benchmark Goal @ 2% \$ 912,053.48

Remainder until 1% / 1% Split \$ -

**WEST VIRGINIA LOTTERY  
WEEKLY SETTLEMENT FOR CHARLES TOWN**

Week Ending Date	Week Ending October 23, 2010
<b>To be Deposited on:</b>	October 29, 2010
Amount Played	70,815,361.38
Amount Won	63,409,189.02
Amount Promo	156,741.00
MWAP Contribution	<u>27,473.45</u>
<b>Adjusted Gross Terminal Revenue</b>	<u>7,321,957.92</u>
Administrative Costs @ 4%	252,621.50
Excess Lottery Fund @ 4%	<u>40,366.82</u>
<b>Net Terminal Revenue</b>	<u>7,029,079.60</u>
Surcharge @ 10%	0.00
State Share Excess @ 58%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
Track Share of Capital Reinvestment @ 42% - 98%	\$ -
Track Share of Capital Reinvestment @ 42% - 4%	\$ -
<b>Adjusted Net Terminal Revenue</b>	<u>7,029,079.60</u>
Racetrack @ 46.50% / 42%	3,268,622.01
Lottery Fund @ 30% / 0%	2,108,723.87
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	984,071.14
Workers' Compensation Debt Reduction @ 7%	0.00
Employee Pension Fund @ 1% / .5%	70,290.80
Grayhound Development @ .75%	52,718.10
Thoroughbred Development @ .75%	62,718.10
Racing Commission @ 1%	70,290.80
County/Municipality @ 2%	140,581.60
<b>3% Funds:</b>	
Tourism Promotion Fund @ 1.375%	96,649.84
Development Office Promotion Fund @ .375%	26,359.05
Research Challenge Fund @ .5%	35,145.40
Capitol Renovation and Improvement Fund @ .5875%	48,324.92
2004 Capitol Complex Parking Garage Fund @ .0625%	4,393.17
<b>1% Funds:</b>	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	35,145.40
Capitol Dome and Capitol Improvements @ .5% / 1%	35,145.40
	<u>7,029,079.60</u>

VIDEO LOTTERY REPORT  
FY 2009

Date	Amount
7/5/2008 *	169,912.56
7/12/2008	176,592.38
7/19/2008	160,344.08
7/26/2008	162,982.74
8/2/2008	178,171.04
8/9/2008	123,538.04
8/16/2008	82,482.89
8/23/2008	76,426.18
8/30/2008	89,459.86
9/6/2008	91,644.46
9/13/2008	79,729.93
9/20/2008	71,269.36
9/27/2008	79,735.73
10/4/2008	75,186.22
10/11/2008	77,139.04
10/18/2008	80,668.26
10/25/2008	64,379.44
11/1/2008	68,352.42
11/8/2008	70,823.02
11/15/2008	65,565.50
11/22/2008	63,883.80
11/29/2008	69,850.12
12/6/2008	55,696.68
12/13/2008	60,178.04
12/20/2008	52,189.19
12/27/2008	72,205.91
1/3/2009	96,504.65
1/10/2009	53,286.62

FY 2010

Date	Amount
7/4/2009 *	128,262.42
7/11/2009	168,815.08
7/18/2009	160,652.98
7/25/2009	158,869.08
8/1/2009	174,493.08
8/8/2009	138,408.80
8/15/2009	81,222.14
8/22/2009	76,260.31
8/29/2009	80,472.92
9/5/2009	80,798.15
9/12/2009	86,286.92
9/19/2009	70,010.15
9/26/2009	69,316.87
10/3/2009	72,286.04
10/10/2009	69,650.63
10/17/2009	73,560.21
10/24/2009	67,581.66
10/31/2009	64,528.30
11/7/2009	63,741.59
11/14/2009	65,959.64
11/21/2009	59,547.05
11/28/2009	72,399.98
12/5/2009	51,006.51
12/12/2009	52,460.58
12/19/2009	32,834.39
12/26/2009	53,406.34
1/2/2010	92,980.40
1/9/2010	55,020.46

FY 2011

Date	Amount
7/3/2010	115,402.58
7/10/2010	205,731.64
7/17/2010	161,386.76
7/24/2010	160,368.28
7/31/2010	157,802.08
8/7/2010	136,494.98
8/14/2010	78,376.68
8/21/2010	76,199.02
8/28/2010	72,460.03
9/4/2010	76,362.84
9/11/2010	82,969.36
9/18/2010	67,638.78
9/25/2010	70,435.06
10/2/2010	71,013.86
10/9/2010	69,311.50
10/16/2010	75,234.62
10/23/2010	70,290.80

Table Game Revenues  
FY 2011

Date	Amount
July/Aug 10	154,185.68

1/17/2009	56,068.87	1/16/2010	60,551.28
1/24/2009	71,474.63	1/23/2010	69,943.53
1/31/2009	61,089.80	1/30/2010	48,527.75
2/7/2009	83,539.63	2/6/2010	37,155.14
2/14/2009	76,054.44	2/13/2010	44,334.00
2/21/2009	91,838.41	2/20/2010	76,946.12
2/28/2009	80,806.88	2/27/2010	72,024.40
3/7/2009	48,837.13	3/6/2010	76,936.85
3/14/2009	96,025.39	3/13/2010	71,007.37
3/21/2009	79,002.82	3/20/2010	74,335.38
3/28/2009	79,250.83	3/27/2010	69,941.88
4/4/2009	75,968.30	4/3/2010	70,636.28
4/11/2009	75,964.94	4/10/2010	69,692.79
4/18/2009	80,598.22	4/17/2010	69,335.92
4/25/2009	75,571.46	4/24/2010	68,714.11
5/2/2009	73,957.05	5/1/2010	68,799.06
5/9/2009	76,697.22	5/8/2010	67,403.54
5/16/2009	71,925.70	5/15/2010	70,186.32
5/23/2009	81,395.43	5/22/2010	64,695.71
5/30/2009	82,161.55	5/29/2010	67,157.40
6/6/2009	74,895.74	6/5/2010	77,371.80
6/13/2009	67,327.23	6/12/2010	66,106.29
6/20/2009	75,500.53	6/19/2010	64,888.48
6/27/2009	67,354.10	6/26/2010	63,950.29
6/30/2009 ***	32,059.58	6/30/2010	29,667.19

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TOTALS 4403564.04 4041141.56 1747478.87

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COMCAST FINANCIAL AGENCY CORPORATION  
 A Comcast Cable Communications Group Company  
 1701 JFK Boulevard  
 Philadelphia, PA 19103-2838

REMITTANCE ADVICE

No. 209740905

Date : 21-OCT-10

Vendor Name : JEFFERSON COUNTY OF WV

Vendor No. : 258321

INVOICE NO.	INVOICE DATE	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
Q310CNTYJEFFERSON	19-OCT-10	2-FFKM025	0.00	83,820.41
<b>RECEIVED</b>				
OCT 27 2010				
Jefferson County Commission				
<b>TOTAL</b>			0.00	83,820.41

THE FACE OF THIS DOCUMENT HAS A MULTI COLORED BACKGROUND - NOT A WHITE BACKGROUND



COMCAST FINANCIAL AGENCY CORPORATION  
 A Comcast Cable Communications Group Company  
 1701 JFK Boulevard  
 Philadelphia, PA 19103-2838

JPMorgan Chase, N.A.  
 Columbus, OH 43271  
 66-1544/441



No. 209740905

Date 21-OCT-10  
 Void After 180 Days

Pay Eighty-Three Thousand Eight Hundred Twenty Dollars And 41 Cents\*\*\*

\$ \*\*\*\*\*83,820.41

To JEFFERSON COUNTY OF WV  
 The PO BOX 250  
 Order CHARLESTOWN, WV 25414  
 Of

Authorized Signature *David A. Healy*

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW



Comcast Cable Communications, Inc.  
200 Cresson Boulevard, P.O. Box 989  
Oaks, PA 19456-0989  
Tel: 610.650.3000  
Tel: 610.650.3038

County of Jefferson  
P. O. Box 250  
Charles Town, WV 25414

For the Quarter Ended September 30, 2010

Basic	\$1,053,681.06
Pay	\$95,674.94
Digital	\$317,608.05
Commercial	\$2,377.33
PPV & VOD	\$53,606.08
Equipment	\$1,509.92
Installation	\$31,233.67
Net Ad Sales	\$57,463.02
Shopping	\$10,401.63
Other	\$13,103.65
Total Revenue	<u>\$1,636,659.36</u>
Bad Debt / Write Off	(\$40,080.06)
Total Franchise Fee Base	<u>\$1,596,579.30</u>
Franchise Fee Percentage	5.00%
Franchise Fees	<u>\$79,828.96</u>
Add Fee on Fee	\$3,991.45
Total Payment Due	<u><u>\$83,820.41</u></u>

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period.

  
Kathleen McGill  
Financial Analyst

RECEIVED

OCT 27 2010

Jefferson County Commission

Dear Ms. Maghan and staff, <sup>Commissioner</sup>  
on behalf of our Director, Mr.  
Roger Bailey and the entire staff  
at Meals on Wheels, we want  
to extend our upmost appreciation  
for your outstanding monetary  
donation in the amount of \$6500.00

"Our Biggest gift ever!" Thank you  
and everyone who made the decision  
to consider us in your giving.  
It's friends like you who keep  
us in business and we are grateful  
if someone you know  
is in need of a good hot  
healthy meal and unable  
to do for themselves, regardless  
of age, please keep us in  
mind.

Fondly,  
Patsy Morgan-Runkles

## **General Election Canvass**

**The County Commission of Jefferson County will meet as a Board of Canvassers on Monday, November 8, 2010, at 9:30 a.m. for the purpose of canvassing the ballots from the November 2, 2010 General Election. The Canvass will be held in the County Commission Meeting Room at the Jefferson County Courthouse located at 100 East Washington Street, Charles Town, West Virginia 25414.**

**NOTICE OF SPECIAL SESSION  
JEFFERSON COUNTY COMMISSION**

**There will be a Special Session of the Jefferson County Commission on Monday, November 8, 2010 immediately following the Canvass in the County Commission meeting Room located in the lower level of the Old Charles Town Library at 200 E. Washington Street, Charles Town, West Virginia 25414.**

**The purpose of this Special Session is to approve Purchase Orders and Accounts Payable.**

**The public is invited to attend this meeting.**

**For further information, please contact the County Commission Office at 304-728-3284.**

**By the Order of the Jefferson County  
Commission**

**Lyn Widmyer, President**

**NOTICE  
JEFFERSON COUNTY COMMISSION  
MEETING CANCELLATION**

The regular meeting scheduled on Thursday, November 11, 2010, has been cancelled. The Commission will resume its regular session on Thursday, November 18, 2010, at 10:30 a.m.