

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, JANUARY 31, 2013
9:30 A.M.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- January 17, 2013
- January 22, 2013
- January 24, 2013

APPROVAL OF PURCHASE ORDERS

APPROVAL OF ACCOUNTS PAYABLE

- January 24, 2013
- January 31, 2013

PUBLIC COMMENT

PRESENTATIONS:

1. 9:45 a.m. Cam Siegrist, Bowles Rice, LLP - Steve Groh, Assistant Prosecuting Attorney
- Resolution authorizing certain amendments to the original Trust Indenture and Loan Agreement, and the distribution of Remarketing Documents relating to bonds issued by Jefferson, Berkeley and Hardy counties in 2010 for WV Preservation Associates, LLC - Discussion/Action
- Legal Update on Shirley, Forman and Palmer Issue Discussion/Action
2. 10:00 a.m. Angie Banks, Assessor
- Exonerations - Discussion/Action
3. 10:10 a.m. Laura Storm, Circuit Clerk - Debbie Keyser, County Administrator
- Hiring of a Full - Time Deputy Clerk - Discussion/Action
4. 10:20 a.m. Roger Goodwin, Chief County Engineer
- Engineering Department Personnel - Permits Technician Vacant Position - Discussion/Action
5. 10:30 a.m. **Break**

6. 11:00 a.m. Paul Shroyer, Financial Director
- Budget Work Session - Discussion/Action

UNFINISHED BUSINESS:

7. Discussion of Process for filling Sheriff Vacancy - Discussion/Action

NEW BUSINESS:

8. Discussion on potential Commission meetings being held on the 5th Thursday, if applicable
- Discussion/Action
9. Request approval of Promotional Appointment as Supervising Public Safety Dispatcher -
James P. Hayden - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

- Discussion on renewing WV Code Books verses online usage - Discussion/Action
- Commission Top Project Listing - Discussion/Action
- Briel Building, Possible Executive Session - Discussion/Action
- Commission Staff Cross Training - Possible Executive Session - Discussion/Action

COUNTY COMMISSION REPORTS

10. Recess

~~~~~ EVENING SESSION ~~~~~

11. 7:00 p.m. Public Hearing
- Notice of Public Hearing scheduled Thursday, January 31, 2013 at on
Zoning Map Amendment (Rezoning) for property designated as Tax District:
Harpers Ferry, Map:7, Parcel: 18. This property is located on the south side of
US Route 340 on Campground Road approximately a half mile east of its
intersection with Old Taylor Lane and is a total of 3.94 acres. This property is
currently zoned Residential Growth and a request has been made by the
owners, the Aitcheson Family Trust and Federica Adkinson, to change the
zoning to Residential/light Industrial/Commercial.

12. ADJOURN

CORRESPONDENCE:

Notice County Commission to convene as Board of Review and Equalization on Wednesday, January 30, 2013 at 1:30 p.m, Tuesday, February 5, 2013 at 1:30 p.m., Thursday, February 7, 2013 at 1:30 p.m. and Tuesday, February 8, 2013 at 1:30 p.m at the County Courthouse.

Letter received from Potomac Valley Audubon Society concerning Jefferson Asphalt, Inc.

Weekly Settlement for Hollywood Casinos at Charles Town Races and Slot received for weeks ending January 12th & 19th, 2013 received from the West Virginia Lottery.

Letter received from the Convention and Visitors Bureau concerning possible rezoning of a parcel of land.

Email received from Ronda Lehman concerning Jefferson Asphalt, Inc.

Letters received from the Nature Conservancy concerning Jefferson Asphalt, Inc.

Email received from Mayor Peggy Smith and Ed Smith concerning the vacant Sheriff position.

Letter received from State of West Virginia Office of the State Auditor concerning the audit report for the Municipality of Harpers Ferry for the fiscal year ended June 30, 2012.

Letter received from Shenandoah Valley Chapter #313 Korean War Veterans Association concerning the process of building a Korean War Veterans Memorial in the Jim Barnett Park in Winchester, VA and donation request.

Brochure on the Old Opera House 2013 season.

Invitation to an Open House in appreciation to Jane Tabb at the West Virginia Extension Office on January 31, 2013 at 4:30 p.m.

Memorandum received from the Eastern Panhandle Conservation District concerning an inspection of the Evitts Run Channel on April 4, 2013.

Letter received from Comcast concerning price adjustments.

Letter received from Ripon Lodge Farm concerning Jefferson Asphalt, Inc.

Letter received from West Virginia University Extension Service concerning a committee meeting scheduled for January 31, 2013 beginning at 6:30 p.m.

Letter received from West Virginia Lottery concerning an overpayment of \$14,505.92.

Letter received from the Division of Natural Resources concerning Harewood Marsh.

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

Minutes
Jefferson County Commission
Thursday, January 17, 2013

A meeting of the Jefferson County Commission was held on Thursday, January 17, 2013 in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Dale Manuel, Patsy Noland, Walter Pellish, Jane Tabb and Lyn Widmyer. Also present were Debbie Keyser, County Administrator, Cynthia Schott, Administrative Assistant and Jimmy Eddie, Bailiff. (An audio tape of the January 17, 2013 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Ms. Tabb led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Noland to approve the Minutes of the January 2, 2013 Special Session with noted correction. Motion seconded by Mr. Pellish and unanimously approved.

Motion by Ms. Tabb to approve the Minutes of the January 3, 2013 regular meeting with noted correction. Motion seconded by Mr. Pellish and unanimously approved.

Motion by Ms. Tabb to approve the Minutes of the January 10, 2013 Public Hearing regarding Jefferson Asphalt as presented. Motion seconded by Mr. Pellish and unanimously approved.

Motion by Ms. Noland to approve the Minutes of the January 10, 2013 Public Hearing regarding John D. Lowe, III as presented. Motion seconded by Ms. Widmyer and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Noland to approve Purchase Orders in the amount of \$104,959.94 being P. O. Nos. 51261, 51290, 50291, 51254, 51256, 50260, 50262, 50263, 50310, 21251, 51257, 51221, 51222, 50292, 51243, 51245, 51247, 51248, 51249, 51250, 51252, 51253, 51255, 51258, 49963, 50311, 50058, 50060, and 52088. Motion seconded by Mr. Pellish and unanimously approved.

Ms. Tabb inquired as to why we are paying \$10,137.41 for materials on the VOIP System when an RFP hasn't gone out. Ms. Keyser will research.

APPROVAL OF ACCOUNTS PAYABLE

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
068919	440	ASSOC ST.FLOODPLAIN MNGR	50224	\$ 100.00	\$ -	\$ 100.00
068920	717	ALL STAR AUTO GLASS	50297	\$ 125.00	\$ -	\$ 125.00
068921	425	BATTERY MART	50309	\$ 147.70	\$ -	\$ 147.70
068922	413	CASTO & HARRIS INC	50001	\$ 3,353.86	\$ -	\$ 3,353.86
068923	402	COMPLETE SYSTEM SUPPORT	50255	\$ 630.00	\$ -	\$ 630.00
068924	403	COAST TO COAST COMPUTER	49895	\$ 484.00	\$ -	\$ 484.00
068925	700	DIV CRIMINAL JUSTICE SVC	50112	\$ 750.00	\$ -	\$ 750.00
068926	717	DONALD B. RICE TIRE CO.	50307	\$ 322.80	\$ -	\$ 322.80
068927	413	ESS ELECTION SYSTEMS &	50000	\$ 5,251.00	\$ -	\$ 5,251.00
068928	712	EDDY WOOD WORKING	49797	\$ 245.00	\$ -	\$ 245.00
068929	425	FIDELITY ENGINEERING	50296	\$ 136.60	\$ -	\$ 136.60
068929	425	FIDELITY ENGINEERING	51232	\$ 144.00	\$ -	\$ 144.00
068930	717	FISHER AUTO PARTS	50302	\$ 1,402.52	\$ -	\$ 1,402.52
068931	425	GRAINGER, INC	50294	\$ 334.65	\$ -	\$ 334.65
068931	425	GRAINGER, INC	50308	\$ 128.85	\$ -	\$ 128.85
068932	412	MICHAEL HARMAN		\$ -	\$ 277.56	\$ 277.56
068933	402	JEFFERSON PUBLISH CO INC	50256	\$ 218.36	\$ -	\$ 218.36
068933	402	JEFFERSON PUBLISH CO INC	50258	\$ 154.40	\$ -	\$ 154.40
068934	425	JEFFERSON COUNTY SOLID	53045	\$ 13.43	\$ -	\$ 13.43
068935	712	DR ROBERT JONES		\$ -	\$ 1,000.00	\$ 1,000.00
068936	425	KONE INC.	50293	\$ 1,375.84	\$ -	\$ 1,375.84
068937	712	MORGAN TROPHIES AWARDS	51228	\$ 139.00	\$ -	\$ 139.00
068938	424	NFPA	50299	\$ 165.00	\$ -	\$ 165.00
068939	402	PIFER OFFICE SUPPLY, INC	50257	\$ 105.71	\$ -	\$ 105.71
068939	406	PIFER OFFICE SUPPLY, INC	49856	\$ 625.86	\$ -	\$ 625.86
068940	425	RCS SECURITY	50304	\$ 1,247.50	\$ -	\$ 1,247.50
068941	403	SOFTWARE SYSTEMS, INC	49897	\$ 392.00	\$ -	\$ 392.00
068941	424	SOFTWARE SYSTEMS, INC	49897	\$ 450.00	\$ -	\$ 450.00
068942	405	SPECIALTY BUS SUPPLIES	50056	\$ 1,437.98	\$ -	\$ 1,437.98
068943	704	ST/WV REGIONAL JAIL &	51229	\$ 89,840.80	\$ -	\$ 89,840.80
068944	424	TRAILER ENTERPRISES	50301	\$ 8,400.00	\$ -	\$ 8,400.00
068945	712	PANHANDLE ACCIDENT RECON	49800	\$ 1,500.00	\$ -	\$ 1,500.00
068946	405	WEST PAYMENT CENTER	49635	\$ 651.50	\$ -	\$ 651.50
068947	717	WILLIAMS MOTOR PARTS, IN	50203	\$ 337.03	\$ -	\$ 337.03
068948	405	WV PROS.ATTYS ASSOC/WVPA	50057	\$ 1,800.00	\$ -	\$ 1,800.00
068949	424	WINCHESTER SECURITY LLC	50303	\$ 1,120.00	\$ -	\$ 1,120.00
068950	439	CHRISTOPHER WHITTAKER		\$ -	\$ 910.28	\$ 910.28
TOTAL						\$ 125,718.23
TOTAL				\$ 123,530.39	\$ 2,187.84	\$ 125,718.23

**Motion by Ms. Noland to approve the accounts payable for December 27, 2012 in the amount of \$125,718.23.
Motion seconded by Mr. Manuel and unanimously approved.**

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
068992	425	ALLIANCE ELECTRIC LLC	51237	\$ 1,433.00	\$ -	\$ 1,433.00
068993	425	B-K OFFICE SUPPLY INC	51238	\$ 1,150.50	\$ -	\$ 1,150.50

068994	424	BOLAND SERVICES	51231	\$ 270.00	\$ -	\$ 270.00
068994	425	BOLAND SERVICES	51117	\$ 991.01	\$ -	\$ 991.01
068995	405	LAURENCE R CROFFORD		\$ -	\$ 127.00	\$ 127.00
068996	424	CHARLES TOWN UTILITY BRD		\$ -	\$ 149.38	\$ 149.38
068996	425	CHARLES TOWN UTILITY BRD		\$ -	\$ 782.14	\$ 782.14
068997	405	JAMES CASIMIRO III		\$ -	\$ 127.00	\$ 127.00
068998	440	CHOICE STAFFING, INC.		\$ -	\$ 1,280.81	\$ 1,280.81
068999	428	CORE BTS INC.	51291	\$ 6,044.11	\$ -	\$ 6,044.11
069000	405	KIMBERLEY CROCKETT		\$ -	\$ 127.00	\$ 127.00
069001	425	COVENANT BUILDING MAINT		\$ -	\$ 11,827.43	\$ 11,827.43
069002	425	DAYCON	51234	\$ 1,359.18	\$ -	\$ 1,359.18
069003	425	DEHAVEN BERKELEY SPRINGS		\$ -	\$ 82.55	\$ 82.55
069004	424	J.C.EHRLICH		\$ -	\$ 34.00	\$ 34.00
069004	425	J.C.EHRLICH		\$ -	\$ 604.18	\$ 604.18
069005	PAYROLL	HIGHMARK INC		\$ -	\$ 590.40	\$ 590.40
069006	425	EXPRESSWAY OFFICE SOLUTN	51246	\$ 17.99	\$ -	\$ 17.99
069007	717	FLEETPRIDE	51244	\$ 13.58	\$ -	\$ 13.58
069008	405	STEPHEN V GROH		\$ -	\$ 127.00	\$ 127.00
069009	405	STEPHANIE GROVE		\$ -	\$ 127.00	\$ 127.00
069010	717	GUTTMAN OIL CO		\$ -	\$ 13,759.20	\$ 13,759.20
069011	405	CHARLES B HOWARD		\$ -	\$ 127.00	\$ 127.00
069012	424	HASLER INC.	50073	\$ 330.00	\$ -	\$ 330.00
069013	401	HIRERIGHT		\$ -	\$ 26.30	\$ 26.30
069014	425	IDVILLE, INC	51292	\$ 376.26	\$ -	\$ 376.26
069015	401	RICOH USA, INC		\$ -	\$ 29.06	\$ 29.06
069015	403	RICOH USA, INC		\$ -	\$ 58.14	\$ 58.14
069015	404	RICOH USA, INC		\$ -	\$ 29.07	\$ 29.07
069015	405	RICOH USA, INC		\$ -	\$ 87.21	\$ 87.21
069015	406	RICOH USA, INC		\$ -	\$ 29.07	\$ 29.07
069015	425	RICOH USA, INC		\$ -	\$ 29.07	\$ 29.07
069015	433	RICOH USA, INC		\$ -	\$ 29.07	\$ 29.07
069015	440	RICOH USA, INC		\$ -	\$ 29.07	\$ 29.07
069015	700	RICOH USA, INC		\$ -	\$ 58.14	\$ 58.14
069015	712	RICOH USA, INC		\$ -	\$ 29.07	\$ 29.07
069016	ALLOC	JEFFERSON CO BD OF HEALT		\$ -	\$ 2,500.00	\$ 2,500.00
069017	425	JEFF CO PUBLIC SER DEPT		\$ -	\$ 208.45	\$ 208.45
069018	ALLOC	JEFF CO DEVELOPMENT AUTH		\$ -	\$ 5,000.00	\$ 5,000.00
069018	ALLOC	JEFF CO DEVELOPMENT AUTH		\$ -	\$ 31,977.25	\$ 31,977.25
069019	404	JEFFERSON PUBLISH CO INC	52087	\$ 700.62	\$ -	\$ 700.62
069020	425	JEFFERSON UTILITIES INC		\$ -	\$ 559.76	\$ 559.76
069021	GRANT	JC BLACK HISTORY		\$ -	\$ 12,840.22	\$ 12,840.22
069022	405	RALPH A LORENZETTI JR		\$ -	\$ 127.00	\$ 127.00
069023	403	MATTHEW BENDER & CO	49899	\$ 118.94	\$ -	\$ 118.94
069024	412	JUDITH A MATLICK		\$ -	\$ 311.44	\$ 311.44
069025	424	VERIZON BUSINESS		\$ -	\$ 1,133.03	\$ 1,133.03
069026	406	N.A.D.A. APPRAISAL GUIDE	49858	\$ 105.00	\$ -	\$ 105.00
069027	712	NENA	51227	\$ 130.00	\$ -	\$ 130.00
069028	402	PIFER OFFICE SUPPLY, INC	49991	\$ 71.02	\$ -	\$ 71.02
069028	406	PIFER OFFICE SUPPLY, INC	49857	\$ 129.98	\$ -	\$ 129.98
069029	424	POTOMAC EDISON/OH		\$ -	\$ 1,845.49	\$ 1,845.49
069029	425	POTOMAC EDISON/OH		\$ -	\$ 17,210.67	\$ 17,210.67

069030	402	RECORD MANAGEMENT SOLUTN	49696	\$ 35.00	\$ -	\$ 35.00
069030	403	RECORD MANAGEMENT SOLUTN	49887	\$ 30.00	\$ -	\$ 30.00
069031	405	HASSAN RASHEED		\$ -	\$ 127.00	\$ 127.00
069032	425	RCS SECURITY		\$ -	\$ 126.00	\$ 126.00
069033	404	SHERIFF OF JEFFERSON CO	52089	\$ 54.44	\$ -	\$ 54.44
069034	712	SPECIALTY BUS SUPPLIES	49801	\$ 2,904.76	\$ -	\$ 2,904.76
069035	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 100.06	\$ 100.06
069035	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 23.40	\$ 23.40
069035	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 86.76	\$ 86.76
069036	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 142.66	\$ 142.66
069036	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 33.36	\$ 33.36
069036	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 99.29	\$ 99.29
069037	401	STAPLES CREDIT PLAN		\$ -	\$ 846.95	\$ 846.95
069037	412	STAPLES CREDIT PLAN		\$ -	\$ 378.11	\$ 378.11
069037	700	STAPLES CREDIT PLAN		\$ -	\$ 634.21	\$ 634.21
069037	711	STAPLES CREDIT PLAN		\$ -	\$ 223.81	\$ 223.81
069037	712	STAPLES CREDIT PLAN		\$ -	\$ 897.19	\$ 897.19
069037	716	STAPLES CREDIT PLAN		\$ -	\$ 580.02	\$ 580.02
069038	405	BRANDON C.H. SIMS		\$ -	\$ 127.00	\$ 127.00
069039	425	SHENANDOAH VALLEY WATER		\$ -	\$ 645.60	\$ 645.60
069040	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 13,558.42	\$ 13,558.42
069041	425	TML COPIERS & DIGITAL	50174	\$ 313.75	\$ -	\$ 313.75
069042	424	TRENARY SERVICE CO	51235	\$ 258.00	\$ -	\$ 258.00
069043	403	UNITED SYSTEMS & SOFTWARE		\$ -	\$ 199.00	\$ 199.00
069044	PAYROLL	UNICARE EAP		\$ -	\$ 322.20	\$ 322.20
069045	ALLOC	WVU		\$ -	\$ 8,000.00	\$ 8,000.00
069045	ALLOC	WVU		\$ -	\$ 2,250.00	\$ 2,250.00
069046	404	WV TAX DEPUTIES ASSOC	52090	\$ 40.00	\$ -	\$ 40.00
069047	402	XEROX CORPORATION	49705	\$ 1,591.37	\$ -	\$ 1,591.37
069047	439	XEROX CORPORATION	49952	\$ 562.84	\$ -	\$ 562.84
TOTAL						\$ 152,451.06
TOTAL				\$ 19,031.35	\$ 133,419.71	\$ 152,451.06

Motion by Ms. Tabb to approve the accounts payable for January 10, 2013 in the amount of \$152,451.06. Motion seconded by Mr. Pellish and unanimously approved.

CHKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
069050	700	AUTOZONE		\$ -	\$ 53.34	\$ 53.34
069051	ALLOC	AHA/ART&HUMANITIES ALLNC		\$ -	\$ 1,352.34	\$ 1,352.34
069052	406	ANGELA L BANKS		\$ -	\$ 160.00	\$ 160.00
069053	PAYROLL	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85
069054	PAYROLL	BUREAU F/CHILD SPRT ENF		\$ -	\$ 212.31	\$ 212.31
069055	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
069056	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 23.08	\$ 23.08
069057	ALLOC	CHILDREN HOME SOCIETY WV		\$ -	\$ 3,000.00	\$ 3,000.00
069058	PAYROLL	CHILD SUPPORT ENFORCE AG		\$ -	\$ 27.69	\$ 27.69
069059	440	CHOICE STAFFING, INC.		\$ -	\$ 718.88	\$ 718.88
069060	PAYROLL	DIVERSIFIED COLLECTION		\$ -	\$ 154.83	\$ 154.83
069061	433	ESRI	50860	\$ 7,100.00	\$ -	\$ 7,100.00

069062	700	FEDEX		\$ -	\$ 48.35	\$ 48.35
069063	415	GENERAL COUNTY FUND-J FE		\$ -	\$ 20,700.75	\$ 20,700.75
069064	PAYROLL	ING NATIONAL TRUST		\$ -	\$ 1,920.00	\$ 1,920.00
069065	ALLOC	JEFFERSON COUNTY HISTORI		\$ -	\$ 1,352.34	\$ 1,352.34
069066	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 40.00	\$ 40.00
069066	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 4,773.00	\$ 4,773.00
069067	405	DANIEL M. JAMES		\$ -	\$ 53.28	\$ 53.28
069068	424	KONE INC.	50177	\$ 327.75	\$ -	\$ 327.75
069068	425	KONE INC.	50177	\$ 1,154.25	\$ -	\$ 1,154.25
069069	711	BARBARA J. MILLER		\$ -	\$ 142.80	\$ 142.80
069070	412	SHAY MCNEIL		\$ -	\$ 8.25	\$ 8.25
069070	412	SHAY MCNEIL		\$ -	\$ 58.28	\$ 58.28
069071	PAYROLL	HELEN M. MORRIS, TRUSTEE		\$ -	\$ 150.00	\$ 150.00
069072	PAYROLL	NATIONWIDE RETIREMENT		\$ -	\$ 774.00	\$ 774.00
069073	711	JESSICA OWENS		\$ -	\$ 142.80	\$ 142.80
069074	ALLOC	JEFF CO PARKS &		\$ -	\$ 14,199.60	\$ 14,199.60
069075	402	PIFER OFFICE SUPPLY, INC	50259	\$ 57.84	\$ -	\$ 57.84
069075	402	PIFER OFFICE SUPPLY, INC	50264	\$ 36.09	\$ -	\$ 36.09
069076	425	POTOMAC EDISON/OH		\$ -	\$ 1,986.63	\$ 1,986.63
069077	700	ROMULO QUEZADA		\$ -	\$ 12.17	\$ 12.17
069078	PAYROLL	RETIREE HLTH BENEFIT TRS		\$ -	\$ 6,300.00	\$ 6,300.00
069079	401	RICOH USA, INC./GA		\$ -	\$ 252.73	\$ 252.73
069079	403	RICOH USA, INC./GA		\$ -	\$ 287.58	\$ 287.58
069079	404	RICOH USA, INC./GA		\$ -	\$ 123.90	\$ 123.90
069079	405	RICOH USA, INC./GA		\$ -	\$ 423.90	\$ 423.90
069079	406	RICOH USA, INC./GA		\$ -	\$ 123.90	\$ 123.90
069079	425	RICOH USA, INC./GA		\$ -	\$ 48.10	\$ 48.10
069079	433	RICOH USA, INC./GA		\$ -	\$ 197.41	\$ 197.41
069079	440	RICOH USA, INC./GA		\$ -	\$ 197.41	\$ 197.41
069079	700	RICOH USA, INC./GA		\$ -	\$ 295.90	\$ 295.90
069079	712	RICOH USA, INC./GA		\$ -	\$ 267.08	\$ 267.08
069080	401	SHERIFF OF JEFFERSON CO		\$ -	\$ 500,000.00	\$ 500,000.00
069081	405	STAPLES CREDIT PLAN	50059	\$ 56.25	\$ -	\$ 56.25
069082	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 23.78	\$ 23.78
069082	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 101.66	\$ 101.66
069082	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 9,839.22	\$ 9,839.22
069082	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 1.14	\$ 1.14
069082	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 4.88	\$ 4.88
069082	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 42,071.40	\$ 42,071.40
069082	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 118.84	\$ 118.84
069082	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 3.34	\$ 3.34
069082	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 40,469.87	\$ 40,469.87
069083	717	THOMASSEN FORD MERCURY	51259	\$ 86.37	\$ -	\$ 86.37
069084	401	UNITED BANKCARD CENTER		\$ -	\$ 1,001.60	\$ 1,001.60
069084	402	UNITED BANKCARD CENTER		\$ -	\$ 818.00	\$ 818.00
069084	402	UNITED BANKCARD CENTER		\$ -	\$ 34.95	\$ 34.95
069084	403	UNITED BANKCARD CENTER		\$ -	\$ 816.00	\$ 816.00
069084	403	UNITED BANKCARD CENTER		\$ -	\$ 23.94	\$ 23.94
069084	405	UNITED BANKCARD CENTER		\$ -	\$ 265.60	\$ 265.60
069084	412	UNITED BANKCARD CENTER		\$ -	\$ 446.97	\$ 446.97
069084	415	UNITED BANKCARD CENTER		\$ -	\$ 74.98	\$ 74.98

069084	424	UNITED BANKCARD CENTER		\$ -	\$ 7,081.28	\$ 7,081.28
069084	424	UNITED BANKCARD CENTER		\$ -	\$ 98.13	\$ 98.13
069084	424	UNITED BANKCARD CENTER		\$ -	\$ 239.98	\$ 239.98
069084	425	UNITED BANKCARD CENTER		\$ -	\$ 12.57	\$ 12.57
069084	425	UNITED BANKCARD CENTER		\$ -	\$ 27.45	\$ 27.45
069084	425	UNITED BANKCARD CENTER		\$ -	\$ 103.62	\$ 103.62
069084	425	UNITED BANKCARD CENTER		\$ -	\$ 123.09	\$ 123.09
069084	425	UNITED BANKCARD CENTER		\$ -	\$ 873.10	\$ 873.10
069084	425	UNITED BANKCARD CENTER		\$ -	\$ 927.97	\$ 927.97
069084	428	UNITED BANKCARD CENTER		\$ -	\$ 20.00	\$ 20.00
069084	433	UNITED BANKCARD CENTER		\$ -	\$ 526.14	\$ 526.14
069084	433	UNITED BANKCARD CENTER		\$ -	\$ 134.51	\$ 134.51
069084	439	UNITED BANKCARD CENTER		\$ -	\$ 32.85	\$ 32.85
069084	440	UNITED BANKCARD CENTER		\$ -	\$ 160.20	\$ 160.20
069084	700	UNITED BANKCARD CENTER		\$ -	\$ 232.23	\$ 232.23
069084	700	UNITED BANKCARD CENTER		\$ -	\$ 152.73	\$ 152.73
069084	700	UNITED BANKCARD CENTER		\$ -	\$ 285.65	\$ 285.65
069084	700	UNITED BANKCARD CENTER		\$ -	\$ 100.54	\$ 100.54
069084	700	UNITED BANKCARD CENTER		\$ -	\$ 36.72	\$ 36.72
069084	700	UNITED BANKCARD CENTER		\$ -	\$ 526.22	\$ 526.22
069084	711	UNITED BANKCARD CENTER		\$ -	\$ 13.95	\$ 13.95
069084	711	UNITED BANKCARD CENTER		\$ -	\$ 5.29	\$ 5.29
069084	711	UNITED BANKCARD CENTER		\$ -	\$ 110.00	\$ 110.00
069084	711	UNITED BANKCARD CENTER		\$ -	\$ 1,728.05	\$ 1,728.05
069084	712	UNITED BANKCARD CENTER		\$ -	\$ 63.74	\$ 63.74
069084	712	UNITED BANKCARD CENTER		\$ -	\$ 4,267.66	\$ 4,267.66
069084	712	UNITED BANKCARD CENTER		\$ -	\$ 362.55	\$ 362.55
069084	712	UNITED BANKCARD CENTER		\$ -	\$ 39.99	\$ 39.99
069084	717	UNITED BANKCARD CENTER		\$ -	\$ 1,518.40	\$ 1,518.40
069085	425	VALLEY HARDWARE COMPANY	50201	\$ 16.72	\$ -	\$ 16.72
069086	ALLOC	JEFFERSON CO CONVENTION		\$ -	\$ 16,904.28	\$ 16,904.28
069087	405	WEST PAYMENT CENTER	49635	\$ 2,043.88	\$ -	\$ 2,043.88
069088	PAYROLL	WV BUREAU OF EMPLOYMENT		\$ -	\$ 12,308.35	\$ 12,308.35
069089	413	KABLETOWN METHODIST CHRC	50265	\$ 3.92	\$ -	\$ 3.92
TOTAL						\$ 717,110.50
TOTAL				\$ 10,883.07	\$ 706,227.43	\$ 717,110.50

Motion by Ms. Noland to approve the accounts payable for January 17, 2013 in the amount of \$ 717,110.50.
Motion seconded by Mr. Pellish and unanimously approved.

PUBLIC COMMENT:

David Tabb, Jefferson County Resident – Offered his services as interim Sheriff forgoing any type of compensation.

Jennifer Syron, Eastern Panhandle Homeowners' Association – Spoke of her concern regarding the Commission granting permission of a tolling amendment for one developer.

Kathy Knight, Member Steering Committee - Comprehensive Plan – Ms. Knight commented on adding additional members to the Comprehensive Plan Steering Committee.

PRESENTATIONS:

1. Angela Banks, Assessor, presented the following exonerations for approval:

NOTICE OF EXONERATION:

Angela Banks, County Assessor, requested exoneration for Jana Croson, in the amount of \$40.78 for ticket No.301374.

NAME	DISTRICT	TYPE	TICKET NO.	AMOUNT
Jana Croson	Charles Town	Personal Property 2011	301374	\$40.78

- **Motion by Ms. Noland to approve exoneration for Jana Croson in the amount of \$40.78, being Ticket No. 301374. Motion seconded by Ms. Tabb and unanimously approved.**

NOTICE OF EXONERATION:

Angela Banks, County Assessor, requested exoneration for Richard Roy Greist in the amount of \$134.49 for ticket No. 27240.

NAME	DISTRICT	TYPE	TICKET NO.	AMOUNT
Richard Roy Greist	Shepherdstown	Real Estate	27240	134.49

Motion by Ms. Widmyer to approve exoneration for Richard Roy Greist in the amount of \$134.49 being Ticket No. 27240. Motion seconded by Ms. Tabb and unanimously approved.

Angela Banks, County Assessor, requested exoneration for Sarah Van Meter in the amount of \$23.12 for ticket No. 304651.

NAME	DISTRICT	TYPE	TICKET NO.	AMOUNT
Sarah Van Meter	Charles Town	Personal Property 2012	304651	\$23.12

Motion by Ms. Tabb to approve exoneration for Sarah Van Meter in the amount of \$23.12, being Ticket No. 304651. Motion seconded by Mr. Pellish and unanimously approved.

2. Appointment of Jessie Jones as Interim Manager of the Sheriff's Department until a new Sheriff is appointed.
- **Motion by Ms. Noland to approve Jessie Jones as the Interim Manager of the Sheriff's Department until a new Sheriff is appointed. Motion seconded by Ms. Tabb and unanimously approved.**

3. Katie Willard, Department of Environmental Protection. Ms. Willard introduced herself as the District Environmental Coordinator for the Youth Environmental Program. Ms. Willard works out of Romney and covers the 8 counties in the Eastern Panhandle. Ms. Willard conducts environmental education and outreach, working with children trying to get them involved in the community in environmental projects. Ms. Willard brought copies of the "Operation Wildflower" 2013 calendar, which a Jefferson County student won the contest for the front cover.
4. Appoint liaison to Solid Waste Authority – Jane Tabb. Ms. Tabb is concerned about the appearance of a Conflict of Interest as her family conducted business with the Solid Waste Authority at one point. Although they no longer do, Ms. Tabb feels it would be in the best interest of the Commission if another Commissioner replaces her as the Commission representative. Mr. Pellish agreed to be the liaison from the Commission to the Solid Waste Authority.
5. Scheduling of Special Session on Tuesday, January 22, 2013 at 11am for the purpose of additional appointments to the Jefferson County Envision Jefferson 2035 Steering Committee.

As the deadline for applicants for the Jefferson County Envision Jefferson Steering Committee did not close until January 16, 2013, Ms. Tabb did not have time to review the applications. Ms. Widmyer was concerned about the time requirement for giving notice.

- **Motion by Ms. Tabb to work on the appointment of two (2) new members to the Comprehensive Plan Steering Committee along with the budget work session on January 24, 2013 at 9:30 am. Motion seconded by Ms. Widmyer and unanimously approved.**

Ms. Widmyer requested that the meeting policy be amended to include the fifth (5th) Thursdays where there are five (5) Thursdays. Mr. Manuel asked that this request be put on the agenda for consideration. It was the consensus of the Commission to meet on January 31, 2013.

6. Interviews and Appointments to the following Board:
 - a) Jefferson County Emergency Services Agency – Filling an unexpired term due to the resignation of Robert Murto. The unexpired term ends 11/02/2013.

➤ The following citizen(s) expressed interest in filling the unexpired term: Sean M. Guerra.

Without objection, Mr. Manuel allowed the representatives from the Jefferson County Emergency Services Agency to speak. Doug Pittinger, Director, Jefferson County Emergency Services Agency, requested the Agency appointment be put on hold for 30 days. As there was only one applicant, they would like to repost the position. It was the consensus of the Commission to repost the ad for the position. No other action was taken.

- b) Jefferson County Parks & Recreation Commission for an unexpired term ending June 30, 2015.

➤ The following citizen(s) expressed interest in filling the unexpired term: Patrick S. Schneble.

- **Motion by Ms. Widmyer to approve Patrick S. Schneble to the unexpired term ending June 30, 2013 on the Jefferson County Parks and Recreation Commission. Motion seconded by Ms. Noland and unanimously approved.**

- c) Jefferson County Property Safety Enforcement Agency for a term ending February 8, 2015 representing citizens.

➤ The following citizen(s) expressed interest in filling the term ending February 8, 2015:
Melinda L. Keuroglan.

- **Motion by Ms. Tabb to approve the unexpired term ending February 8, 2015 on the Jefferson County Property Safety Enforcement Agency. Motion seconded by Ms. Noland and unanimously approved.**

7. The Commission took a break at: 10:40.
The Commission reconvened at: 10:50.

8. Discussion of process for filling Sheriff's vacancy.

Counsel stated there is no requirement the Democratic Executive Committee be involved in filling the Sheriff position. It is the County Commission's responsibility to appoint a Sheriff from the same party that held the seat. There is no process outlined in the code, it is up to the County Commission to design the process. There have been questions about a Special Election. The Secretary of State has been called as has the Attorney General's Office. Mr. Pellish feels strongly that a Special Election should be held, to allow the voters to elect the Sheriff, regardless of party. Ms. Widmyer inquired if a Special Election were to be held, would this carry through for a full term or only until the next election? Ms. Noland also expressed her concern over the timing of holding an election and then the person having to run again the following year. After speaking with the Attorney General's Office, Ms. Grove shared that there is conflicting code in one article. One code (which address the Sheriff), states the Commission appoints a replacement to fill the seat until the next election, while the other code states that a vacancy of more than one year has to hold an election. The Attorney General has offered to do a formal opinion. Ms. Widmyer requested that Ms. Grove also research if the Sheriff is elected, would the term be till the next election or for a full term. The consensus of the Commission is to take no action until an opinion from the Attorney General's Office is received. Ms. Noland inquired as to a time frame for filling the seat. Ms. Grove stated there is no time frame in the code. The process is not defined. Ms. Grove recommended that the seat should be filled as quickly as possible. The Commission is showing good faith by researching the legal requirements.

Due to a (hopefully) quick response, Ms. Tabb recommended that the Commission meet on January 31st to address this issue. It was the consensus of the Commission to hold a regular County Commission meeting January 31, 2013.

9. Interview and Appointments to the Water Advisory Committee. The following terms to be filled – three (3), three (3) year terms ending January 31, 2016 and one (1) unexpired term ending January 31, 2015.
- a) The following citizen(s) expressed interest in filling open seats on the Water Advisory Committee: Susan Staehle, Roger Ethier, Lawrence Johnson, & Dick Latterell. Mr. Manuel opened nominations from the floor, none were forthcoming.
 - **Ms. Widmyer nominated Susan Staehle, Roger Ethier and Dick Latterell to fill a three year terms, ending January 31, 2016.**
 - **Ms. Tabb nominated Lawrence Johnson, Dick Latterell and Susan Staehle to fill a three year terms, ending January 31, 2016.**

Mr. Pellish stated that he questioned the need for the Water Advisory Committee at this point. They have fulfilled the purpose for which they were created. Ms. Widmyer stated the Committee has come before the Commission with their program and the Commission had approved it.

- **Susan Staehle was elected to a three year term ending January 31, 2016 with a**

unanimous vote.

- **Mr. Johnson was elected to a three year term ending January 31, 2016 with a unanimous vote.**
- **Mr. Latterell was elected to a three year term ending January 31, 2016 with a vote of 3-2 with Mr. Pellish and Ms. Noland opposing.**
- **Roger Ethier was elected to a one year unexpired term ending January 31, 2015 with a vote of 4-1 with Ms. Tabb, Mr. Pellish, Mr. Manuel and Ms. Noland opposing.**

10. Lynn Fields, Deputy Probate Clerk – Quarterly review for approval of wills/estates opened since last quarterly review; and for approval and closure of accountings and waivers.

- **Motion by Ms. Noland to enter into session as a Fiduciary Board. Motion seconded by Mr. Manuel and unanimously approved.**

Ms. Fields, Deputy Probate Clerk appeared before the Commission for presentation of accounts and waivers for review of the Commission. The time of the Commission was taken up this day with examination of sundry fiduciary accounts.

- **Motion by Mr. Manuel to accept and authorize the President's signature upon all such fiduciary accounts as presented by Ms. Fields. Motion seconded by Ms. Noland and unanimously approved.**
- **Motion by Ms. Noland to come out of session as a Fiduciary Board. Motion seconded by Mr. Manuel and unanimously approved.**

11. Mike Wiley, Beallair Homes, LLC – Request for the County Commission's consideration of the First Amendment to the Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase II Subdivision.

Mr. Pellish asked Mr. Wiley to confirm this request was "a one shot deal," a one-time release of 13 lots. Mr. Wiley assured the Commission it was.

- **Motion by Mr. Pellish to approve the First Amendment to Agreement regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision submitted by Beallair Homes, LLC, and request same to be recorded in the Clerk's office after the President's signature and notarization thereon. Motion seconded by Ms. Noland and approved on a vote of 4-1 with Ms. Widmyer opposing.**

Ms. Widmyer asked that the record reflect that she feels very troubled the Commission had no basis to approve this request other than the Developer's ability to sell homes.

12. Steve Rawlings, West Virginia Risk Pool. Update on the West Virginia Risk Pool. Mr. Rawlings presented a power-point highlighting the state of the West Virginia Risk Pool and answered questions posed by the Commission.

13. Cheryl Keyrouze, Director of Eastern Panhandle Transit Authority. Update on the Eastern Panhandle Transit Authority. Ms. Keyrouze shared her insights as to the state of the Eastern Panhandle Transit Authority and what she is doing to bring the Authority into a healthy, productive enterprise. Ms. Keyrouze invited the Commission to two events that will be taking place. February 27, 2012, from 9-1 at the Martinsburg Regional Airport, the Authority will host a public charette to learn what is wanted by the public, in public transportation, in the future. February 6, 2012, 11-2 Open house.

14. Daniel P. Lutz, Jr., Feagan's Mill. Mr. Lutz updated the Commission on his attempt to remove Feagan's Mill

from floodplain designation. Mr. Lutz complimented staff members Mr. Barney and Mr. Carter in their efforts to assist him.

15. The Commission took a break at: 12:30
The Commission reconvened at: 12:40

16. Jennifer Brockman, Director of Planning & Zoning – Monthly update on the Comprehensive Plan Steering Committee (Envision 2035).

Ms. Brockman passed out a flyer advertising the dates and locations for the Public Input Workshops for the creation of the 2014 Comprehensive Plan, “Envision Jefferson 2035”. Ms Brockman also handed out a memo with all the activities of the Steering Committee up to this point and highlighting what they will be addressing as a committee in the next month.

Ms. Brockman was hoping that Ms. Tabb’s appointed members would be in place by January 22nd so they could attend the next Steering Committee meeting. It was recommended that those on the list to be appointed be invited to attend the meeting to observe.

Ms. Brockman recommended to the Commission they meet with the Steering Committee the end of February, after the public meetings. This would allow the Committee to process what they had heard. Mr. Manuel stressed he did not want to wait that long, he felt it was important, before the Committee went too far along in the process, they understood where the Commission stands. Ms. Widmyer expressed her interest in hearing what the Committee heard at the public input meetings. Ms. Noland and Ms. Tabb share Mr. Manuel’s desire to meet with the Steering Committee as soon as possible. Mr. Pellish stated he was flexible. Ms. Brockman agreed to set a meeting with Steering Committee February 21, 2013.

17. Barbara Miller, Director of Homeland Security and Emergency Management

- a) Approval of contract with J. H. Consulting, LLC to review/revise/develop certain annexes in the Jefferson County Emergency Operations Plan and Resource Manual Additions, per the RFP advertised on the County Website. J. H. Consulting was the low bidder at \$11,000.

▪ **Motion by Ms. Noland to approve the contract with J. H. Consulting, LLC in the amount of \$11,000 for the Jefferson County Emergency Operations Plan and Resource Manual. Motion seconded by Mr. Pellish and unanimously approved.**

- b) Approval of the recommendations put forth by the Jefferson County Homeland Security and Emergency Management Steering Committee for appointees for the term of 2013-2015. The appointment recommendations are as follows:

- Sheriff/Sheriff representative, reappointment (Law Enforcement).
- D. Mason Carter, reappointment (Eastern Panhandle Chapter, American Red Cross).
- Kelly Parsons, reappointment, (Nichols, DeHaven and Associates – Private Sector).
- Lawrence “Jeff” Jefferies, new appointment (Jefferson Memorial Hospital, Health).
- Holly Morgan Frye, reappointment (Shepherd University, Education).
- John Reisenwebber, new appointment (Jefferson County Development Authority, Business).
- Chuck Ellison, new appointment (Frontier Communications, Utilities).

▪ **Motion by Mr. Pellish to approve the following representatives for a term of two (2) years to the Jefferson County Homeland Security and Emergency management Steering Committee. Sheriff representative, D. Mason Carter, Kelly Parsons, Lawrence “Jeff” Jefferies, Holly Morgan Frye, John Reisenwebber and Chuck Ellison. Motion seconded by Ms. Tabb and unanimously approved.**

- c) After Action Report/Improvement Plan from the Super Storm Sandy activation.

Ms. Miller directed the Commission to the After Action Report included in the Agenda Packet and offered to answer any question the Commission might have. The Commissioners commended Ms. Miller for an excellently prepared and informative report. The Commission also praised Ms. Miller and her staff for a job professionally done during Super Storm Sandy.

- **Motion by Ms. Tabb to accept the After Action Report as presented. Motion seconded by Ms. Noland and unanimously accepted.**

UNFINISHED BUSINESS:

18. County Commission 2013 First Quarter Priorities.

Ms. Keyser handed out and went over the Top Project Listing.

Commissioners Priorities List:

Lyn Widmyer:

- Transportation Meeting with DOH.
- Develop a user friendly citizen's budget for the website.
- Develop a bidding contract policy based on State Code.
- Establish date in February for First Annual Economic Outlook for Jefferson County.
- Schedule two more "Meet your Commissioner" event prior to fiscal year-end.
- Develop a budget which meets the County's needs, addresses potential decrease in revenue, 911 Center fee structure and Emergency Fees for Fire and rescue. Recommendations by 3/2/2013.

Dale Manuel:

- Creating a "Rainy Day" Fund for operating or emergency expenses.
- CAD System.
- Space Needs.
- Comprehensive Plan that promotes economic growth.
- Find out what the ROI is for the CVB.
- Fire/Ambulance Fees.
- Help with the Hite facility.

Jane Tabb:

- Review Planning/Zoning Process.
- Review of Impact Fees.
- Budget Process.

Commissioners were in consensus that the above are added to the Priority/Project List.

COUNTY ADMINISTRATOR REPORTS

- Briel Building – The contract is in and we are still waiting to hear back.
- Employee Service Awards – Sample letter was passed out for review. Tentative date for awards will be February 7, 2013
- At the February 7, 2013 County Commission meeting, Employee Service Awards will be awarded.
- The Ethics Committee and Robert's Rules of Order will be presented at a meeting on April 11, 2013.
- Reminder of a Public Hearing to be held January 31, 2013 for the Aitcheson Family Trust.
- Reminder of budget work session to be held on Thursday, January 24, 2013.

- Update on IT. Ms. Keyser stated there were three (3) candidates that interviewed for the position. Each candidate had their strengths. There was one candidate that stood out. From strategic thinking to manual labor she believes he possesses the skill set we are looking for. Salary may have to be raised. Ms. Keyser invited any of the Commissioners to sit down with the candidate. Mr. Pellish accepted the invitation. Ms. Keyser inquired how the Commission like would to proceed. The Commissioners felt confident letting the Administrator make the final decision.

COUNTY COMMISSIONERS REPORTS

- Dale Manuel:
 - Attended the Policy Review Meeting with the County Administrator.
 - Attended the Public Hearing for Jefferson Asphalt and John D. Lowe, III.
 - Attended the ESA meeting.
 - Attended the Comprehensive Plan Steering Committee Lunch & Learn on education.
 - Attended the parks and Recreation Meeting.
- Patsy Noland:
 - Attended the Public Hearing for Jefferson Asphalt and John D. Lowe, III.
 - Attended the Homeland Security & Emergency Services Luncheon.
- Walt Pellish:
 - Meet with Congresswomen Shelly Moore Capito.
 - Attended the Development Authority Meeting.
 - Coffee with Paul Rosa.
 - Attended the Public Hearing for Jefferson Asphalt and John D. Lowe, III.
- Jane Tabb:
 - Attended the Farmland Protection Board Meeting.
 - Meet with Representative of Congresswomen Shelly Moore Capito.
 - Attended the Homeland Security & Emergency Services Luncheon.
 - Attended the Public Hearing for Jefferson Asphalt and John D. Lowe, III.
- Lyn Widmyer:
 - Attended the NAACP Meeting.
 - Attended the Comprehensive Plan Steering Committee Lunch & Learn on the arts.
 - Attended the Freedom March – Remembrance of Martin Luther King and the 150 anniversary of the signing of the Emancipation Proclamation at Wright Denny Intermediate School.
 - Attended the Historic Landmarks Commission meeting.
 - Attended the Public Hearing for Jefferson Asphalt and John D. Lowe, III

The Commission meeting was adjourned at 2:50 pm on a motion by Mr. Pellish and a second by Ms. Tabb.

Dale Manuel, PRESIDENT

SPECIAL SESSION:

State of West Virginia, County of Jefferson, to-wit:

At a Special Session of the County Commission of said County and State held at the Jefferson County Commission Meeting Room on the lower floor of the Old Charles Town Library at 200 E. Washington Street, Charles Town on Tuesday, January 22, 2013, beginning at 11:30 a.m.

**SENATOR JOHN UNGER AND THE WEST VIRGINIA DEPARTMENT
OF HIGHWAYS DISCUSSION ON ROAD/HIGHWAY ISSUES AT
CATTAIL ROAD/RT. 9, CHARLES TOWN ROAD/RT. 9
INTERSECTIONS, RT. 51, RT. 340, PAVING ON HITE ROAD, TIMING
OF CAUTION LIGHTS AT RT. 340/BAKERTON ROAD &
SUBDIVISIONS DISSECTED BY RT. 340.**

Mr. Manuel opened the Work Session at 11:30 a.m.

Present for the County Commission:

Dale Manuel, President
Walt Pellish, Vice President
Patsy Noland, Commissioner
Jane Tabb, Commissioner
Lyn Widmyer, Commissioner

County Administrator:
Administrative Assistant

Debbie Keyser
Cynthia Schott

WV Department of Highways Representatives:

Tim Kirk, Traffic Operations
David Bodnar, Engineering Division
Marvin G. Murphy, Asst. Deputy Secretary
Barry Knotts, D5 Maintenance Engineer
Nathan Ware, Expressway Supervisor WV 9/WV 340
Kyle Koppenhaver, Project Engineer
Richard Warner, P.E., Program Planner &
Administration
Ken Colhan, District Traffic Engineer

Elected Officials Representatives:

Senator John Unger
Delegate Paul Espinosa – 66th District

The Commission shared their concerns to the WV Division of Highway representatives regarding Cattail Road/Rt.9, Charles Town Road/Rt. 9 intersection, Rt. 51, Rt. 340 and the timing of caution lights on Rt. 340/Bakerton Road. Mr. Manuel inquired as to the status of the paving on Hite Road. Mr. Pellish enquired if any dialogue had been started regarding the expansion of 340 E. with the Park Service, MD, VA and Federal Representatives. Ms. Noland enquired if the ATF is planning on installing any traffic lights on 340. Ms. Widmyer enquired about the State Bikeway Plan and if Jefferson County is included.

Senator John Unger requested of the WV Department of Highways to come back to the Jefferson County Commission with a report on their findings resulting from the questions posed today. Mr. Unger also stressed communications between the WV Division of Highways, Jefferson County Commission and the Jefferson County Planning Commission.

Mr. Manuel opened the floor to questions from the audience.

Peter Fricke, Middleway resident – inquired as to the change in speed limit on Rt. 1 from 25-35.

Rachel Douglas – Jefferson County resident – expressed concerns about sight distance on 115 and old Rt. 9.

Richard Sussmann – Representing Property Management People, representing County Green and Norborne- Glebe- requested a traffic light at the intersection Citizens Way & 115.

Nance Briscoe, Jefferson County resident - thanked Senator Unger for convening the meeting. Ms. Briscoe asked for some kind of information regarding Ryan Glenn for residents who might lose their homes.

Brad Grubb, Ryan Glenn subdivision asked for clarification as to the realignments in Ryan Glenn regarding path number 4.

Bill Chesley, Jefferson County resident – encouraged the WV Division of Highways not to overlook the growing future population when expanding 340S.

Cheryl Keyrouze, Director of Eastern Panhandle Transit Authority – inquired if the WVDOH takes into consideration the use of buses when planning and developing roads.

Jean Reynolds – Jefferson County resident, expressed concerns regarding the safety on Cattail Road with the increase in traffic.

The meeting recessed at 12:40 pm and will reconvene at 1:30 to board the bus to tour areas of concern. The meeting adjourned at 3:05 pm when the bus tour concluded.

Dale Manuel, PRESIDENT

SPECIAL SESSION:

State of West Virginia, County of Jefferson, to-wit:

At a Special Session of the County Commission of said County and State held at the Jefferson County Commission Meeting Room on the lower floor of the Old Charles Town Library at 200 E. Washington Street, Charles Town on Tuesday, January 24, 2013, beginning at 9:30 a.m.

**APPOINTMENTS TO THE JEFFERSON COUNTY "ENVISION JEFFERSON 2035",
STEERING COMMITTEE BY COMMISSIONER TABB**

Mr. Manuel opened the Work Session at 9:30 a.m.

Ms. Noland led the Pledge of Alliance.

Present for the County Commission:

Dale Manuel, President
Walt Pellish, Vice President
Patsy Noland, Commissioner
Jane Tabb, Commissioner
Lyn Widmyer, Commissioner

County Administrator:
Administrative Assistant:

Debbie Keyser
Cynthia Schott

Ms. Tabb thanked the Commission for the opportunity to appoint two (2) members to the Steering Committee for the Envision 2035, Comprehensive Plan. Ms. Tabb commended the members of the Steering Committee for their volunteering and commitment to such an intense process.

Ms. Tabb appointed Mr. Russell Roper, Kabletown District & Mr. Wade Louthan, Kabletown District.

Ms. Keyser stated Mr. Shroyer, Financial Director, will not be able to attend today due to illness and recommended the budget working meeting be rescheduled on January 31, 2013. Ms. Widmyer requested Mr. Shroyer distribute to the Commissioners any materials and or background information ahead of the budget working meeting scheduled for January 31, 2012, for Commissioners to review.

Motion by Ms. Noland to adjourn the work session at 9:42 a.m. Motion seconded by Ms. Tabb and unanimously approved.

Dale Manuel, PRESIDENT

PURCHASE ORDERS TO BE APPROVED

January 31 , 2013

DEPARTMENT	PURCHASE ORDER	AMOUNT	VENDOR	DESCRIPTION
ANIMAL CONTROL	50115	\$ 758.55	Galls	Uniforms/Accessories
	50127	\$ 1,662.99	Software Systems	Computer/Softward
	51173	\$ 421.00	Valley Pet Cemetery	Carcass Removal
	51174	\$ 909.02	Hillside Vet Hospital	Vet Services
	51175	\$ 200.00	Blue Ridge Vet Associates	Vet Services
	51178	\$ 100.00	Blue Ridge Vet Associates	Vet Services
CENTRAL GARAGE	51266	\$ 136.00	Creamers Wrecker Service	Towing
	51276	\$ 449.08	Donald B. Rice	Tires
COUNTY CLERK	50267	\$ 149.50	Spirity of Jefferson	Notice of Admin
COURT SECURITY GRANT	51263	\$ 1,654.10	Dell	8 Monitors/2 Quad Stands
COURTHOUSE				
EXTENSION OFFICE	51230	\$ 670.58	WPS	Printer Ink
GIS/ADDRESSING	50862	\$ 734.12	D&S Construction	Direct Moutn Signs
	50863	\$ 20,200.00	Geographic Information SystemsInc	Contract Services Development
OTHER BUILDINGS	51267	\$ 398.84	BK Office Supply	US & WV Flags
	51269	\$ 124.65	Battery Mart	Batteries

	51270	\$ 180.00	City of Charles Town	Alarm Calls
	51271	\$ 1,080.00	Alliance Electric	Labor - 911 Center Air Handler
	51273	\$ 299.37	Boland	Service Call - Air Handler
	51274	\$ 1,030.50	BK Office Supply	Copy Paper
	51275	\$ 637.54	RCS Security	Community Center - Replace Panel
PLANNING & ZONING	50313	\$ 433.33	BK Office Supply, Inc.	Materials/Supplies
	50314	\$ 512.00	American Planning Association	Dues/Subscription
	50315	\$ 557.12	Breakthrough Acievements	On Site Consulting
PROSECUTING ATTORNEY'S OFFICE	50061	\$ 125.00	NOAA Conference Registrar	NDAA Capital Conference Registration
SHERIFF OFFICE	50116	\$ 251.63	Safelite Fulfillment, Inc.	Windshield
	50117	\$ 168.23	Kustom Signals	Vehicle Equip
	50118	\$ 562.98	West Va Uniforms	Uniforms/Accessories
	50119	\$ 11,853.00	WV Signal & Light	Materials/Supplies
	50120	\$ 1,600.00	Fulcum Tactical	Training
	50122	\$ 335.38	McKinneys	Contracted Services
	50123	\$ 549.00	Town Gun Shop	Uniforms/Accessories
	50124	\$ 520.00	River City Supply, LLC	Training/Ed. Supplies
	50125	\$ 288.00	Span Publishing, Inc.	Dues/Supscription
	50126	\$ 1,703.49	Galls	Materials/Supplies
	50128	\$ 191.92	Valley Vet Emergency	Prof. Services - Vet
Various Depts	51262	\$ 43.56	Grainger	V - Belts (425 Courthouse)
		\$ 90.00	Grainger	Shop Rags (717)
GRAND TOTAL		\$ 51,580.48		

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Cam Siegrist, Bowles Rice LLP

Department or Organization: Representing WV Preservation Associates, LLC

Estimation of amount of time needed for appointment: 20-30 minutes

Date Requested – 1st Choice: January 31, 2013

Date Requested – 2nd Choice: _____

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

The transaction that requires the amendments approved in the subject Resolution is scheduled to close shortly after Jan. 31st

Subject(Wording to be placed on agenda): Resolution authorizing certain amendments to the original Trust Indenture and Loan Agreement and the distribution of Remarketing Documents relating to bonds issued by Jefferson, Berkeley and Hardy Counties in 2010 for WV Preservation Associates, LLC

Please provide the County Commission with a description of your request or presentation, including any background information: Jefferson County, along with Berkeley and Hardy Counties, issued commercial development revenue bonds in 2010 for WV Preservation Associates, LLC to provide financing for various housing projects. The approval of the Jefferson County Commission is required with respect to certain amendments to the original Trust Indenture and Loan Agreement and with respect to the distribution of documents in connection with the remarketing of the Bonds. Please note that Jefferson County is in no manner obligated to repay the Bonds if WV Preservation Associates, LLC fails to do so. Also, this Bond issue will not affect the County's \$10,000,000 cap relating to "bank qualified" bonds.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
A motion to approve the Resolution to be presented to the County Commission on the 31st. (copy attached)

Are documents attachments? Yes ☒ No _____

If not, explain: _____

Is a projector needed? Yes _____ No ☒

Contact information:

Email address: csiegrist@bowlesrice.com

Phone number: 304-347-1129

A RESOLUTION AFFIRMING THE PRIOR RESOLUTION AND ACTIONS TAKEN BY JEFFERSON COUNTY, WEST VIRGINIA IN CONNECTION WITH THE ORIGINAL ISSUANCE OF \$9,505,000 IN AGGREGATE PRINCIPAL AMOUNT COMMERCIAL DEVELOPMENT REVENUE BONDS (SCATTERED SITE PROJECT), SERIES 2010, PURSUANT TO A JOINT ISSUER AGREEMENT, FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL PROJECT COMPRISED OF NINE SCATTERED SITE MULTI FAMILY HOUSING PROJECTS A PORTION OF WHICH ARE LOCATED IN JEFFERSON COUNTY, WEST VIRGINIA; AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN AMENDMENTS TO THE ORIGINAL TRUST INDENTURE AND LOAN AGREEMENT, AND AUTHORIZING THE DISTRIBUTION OF REMARKETING DOCUMENTS; AND TAKING OTHER NECESSARY ACTIONS IN CONNECTION WITH THE REMARKETING OF SUCH BONDS.

WHEREAS, on November 4, 2010 Jefferson County, West Virginia (the "Issuer" or the "Commission") adopted a resolution (as attached hereto as Appendix A, the "Original Resolution") authorizing the issuance of certain Commercial Development Bonds for the purpose of financing a loan to WV Preservation Associates, LLC, a Delaware limited liability company, (the "Borrower") the proceeds of which were used to finance (1) the acquisition, construction and equipping by the Borrower of a commercial project comprised of (A) 5 multifamily housing projects (each more fully described herein) located in Jefferson County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Cedar Green Apartments comprised of garden style apartments in 5 separate buildings containing approximately 44 residential rental units located at 96 Abbington Court, Bunker Hill, West Virginia (the "Cedar Green Facilities) and the rehabilitation, construction and equipping of the Cedar Green Facilities (the "Cedar Green Project"); (ii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments I comprised of garden style apartments in 6 separate buildings containing approximately 44 residential rental units located at 70 Rumsey Terrace, Martinsburg, West Virginia (the "Rumsey I Facilities) and the rehabilitation, construction and equipping of the Rumsey I Facilities (the "Rumsey I Project"); (iii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments II comprised of garden style apartments in 3 separate buildings containing approximately 30 residential rental units located at 70 Rumsey Terrace, Martinsburg, West Virginia (the "Rumsey II Facilities) and the rehabilitation, construction and equipping of the Rumsey II Facilities (the "Rumsey II Project"); (iv) the acquisition of the real and personal property currently known as the Fountainhead Apartments I comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane, Martinsburg, West Virginia (the "Fountainhead I Facilities) and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the "Fountainhead I Project"); and (v) the acquisition of the real and personal property currently known as the Fountainhead Apartments II comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane, Martinsburg, West Virginia (the "Fountainhead II Facilities) and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the "Fountainhead II Project" and together with the Cedar Green Project, the Rumsey I Project, the Rumsey II Project, and the Fountainhead I Project, the "Berkeley County Project"), (B) 2 multifamily housing projects (each more fully

described herein) located in Hardy County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Lee Street Apartments I comprised of garden style apartments in 3 separate buildings containing approximately 24 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the "Lee Street I Facilities) and the rehabilitation, construction and equipping of the Lee Street I Facilities (the "Lee Street I Project"); (ii) the acquisition of the real and personal property currently known as the Lee Street Apartments II comprised of garden style apartments in 6 separate buildings containing approximately 40 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the "Lee Street II Facilities) and the rehabilitation, construction and equipping of the Lee Street I Facilities (the "Lee Street II Project" and together with the Lee Street I Project, the "Hardy County Project), and (C) 2 multifamily housing projects (each more fully described herein) located in Jefferson County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Potomac Terrace Apartments comprised of garden style apartments in 4 separate buildings containing approximately 31 residential rental units located at 319 Spring Street, Harpers Ferry, Jefferson County, West Virginia (the "Potomac Terrace Facilities) and the rehabilitation, construction and equipping of the Potomac Terrace Facilities (the "Potomac Terrace Project"); (ii) the acquisition of the real and personal property currently known as the Maple Green Apartments comprised of garden style apartments in 3 separate buildings containing approximately 12 residential rental units located at 540 South Church Street, Shepherdstown, Jefferson County, West Virginia (the "Maple Green Facilities) and the rehabilitation, construction and equipping of the Maple Green Facilities (the "Maple Green Project" and together with the Potomac Terrace Project, the "Jefferson County Project) and (2) the costs associated with the issuance of the Bonds; and

WHEREAS, in connection with the issuance of the Bonds, the Issuer entered into certain transaction documents detailing the financing structure including a Trust Indenture dated December 1, 2010 between the Issuer and United Bank, Inc., as Trustee, (the "Trustee") (the "Original Indenture") and a Financing Agreement dated as of December 1, 2010 (the "Original Financing Agreement") among the Issuer, the Borrower and the Trustee; and

WHEREAS, the Original Indenture and the Original Financing Agreement contained alternative structures in the case that the conversion of the debt from construction phase to permanent phase was not economically feasible; and

WHEREAS, the contemplated structure of conversion with the delivery of permanent Freddie Mac credit enhancement is no longer economically efficient and could reduce the amount of subsidy available from USDA Rural Development such that the financial stability of the Project may be impacted; and

WHEREAS, the Original Indenture contemplates a purchase in lieu of redemption of the Bonds by the Construction Phase Credit Facility Provider and subsequent remarketing of the Bonds to a single purchaser without the benefit of Freddie Mac credit enhancement; and

WHEREAS, in order to effectuate such remarketing of the Bonds it is necessary to amend the Original Indenture and Original Financing Agreement to eliminate references to the Freddie Mac

credit enhancement and the Original Indenture and Original Financing Agreement allow for such amendments;

WHEREAS, the Original Resolution contemplated that additional action might be necessary and proper to ensure the continued availability of the Project as safe, sanitary and affordable housing; and

WHEREAS, there have been presented to this meeting the following documents to be executed by Berkeley County on behalf of itself, the Issuer and Hardy County (collectively, the "Joint Issuers") pursuant to the Joint Issuer Agreement, a copy of which Joint Issuer Agreement is attached, in connection with the issuance and sale of the Bonds:

1. The proposed form of an Amended and Restated Financing Agreement, dated as of January 1, 2013 (the "Loan Agreement") between the Borrower and the Joint Issuers, pursuant to which the Borrower shall, among other things, agree to pay as loan payments amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds;
2. The proposed form of an Amended and Restated Trust Indenture, dated as of January 1, 2013 (the "Indenture"), between the Joint Issuers and United Bank, Inc., Charleston, West Virginia (the "Trustee"), pursuant to which the Bonds will be remarketed; and
3. The proposed form of the Remarketing Statement with respect to the Bonds.

WHEREAS, it appears that each of the instruments referred to above, which is now before the Commission, is in appropriate form and is an appropriate instrument for the purpose intended.

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, West Virginia as follows:

Section 1. That the proposed remarketing of the Bonds, as described in the Indenture, is hereby approved and authorized, pursuant to and in accordance with Article 2C, Chapter 13 of the Code of West Virginia, 1931, as amended (the "Act").

Section 2. That the delivery of replacement Bonds pursuant to the Indenture is in all respects authorized, approved and confirmed and Berkeley County, acting pursuant to the Joint Issuer Agreement is hereby authorized to execute and deliver the replacement Bonds on behalf of the Issuer.

Section 3. That the form and content of the Loan Agreement be, and the same hereby is, in all respects authorized, approved and confirmed and Berkeley County, acting pursuant to the Joint Issuer Agreement, is hereby authorized to execute and deliver the Loan Agreement, prior to or simultaneously with the remarketing of the Bonds for and on behalf of the Issuer, including necessary counterparts, in substantially the form and content now before this meeting but with such changes, modifications, additions or deletions therein as may be deemed necessary, desirable or appropriate to Berkeley County, the execution thereof by Berkeley County to constitute conclusive evidence of its approval of any and all changes, modifications, additions or

deletions therein from the form and content of the Loan Agreement now before this meeting, and that, from and after the execution and delivery of the Loan Agreement, the President is hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Loan Agreement as executed.

Section 4. That the delivery of the Remarketing Statement with respect to the Bonds, be and the same hereby is in all respects authorized, approved and confirmed, and Berkeley County, acting pursuant to the Joint Issuer Agreement, be and is hereby authorized, empowered and directed to execute the Remarketing Statement for and on behalf of the Issuer in substantially the form now before this meeting but with such changes, modifications, additions and deletions therein as may be deemed necessary, desirable or appropriate to Berkeley County, the execution thereof by Berkeley County to constitute conclusive evidence of its approval of any and all changes, modifications, additions or deletions from the form and content of the Remarketing Statement now before this meeting.

Section 5. That the Commission affirms its adoption of the Original Resolution and all actions previously taken with respect to the Original Resolution and recognizes that the Commission is remarketing the Bonds herein contemplated in concert with Berkeley County and Hardy County, that the execution and delivery of the Joint Issuer Agreement is affirmed.

Section 6. That the President and the Clerk be and they hereby are authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents, opinions or other papers and perform all other acts (including without limitation, the filing of any financing statements or any other documents to create and maintain a security interest in the Project) as each may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 7. The replacement Bonds shall contain a recital that they are issued pursuant to the Act, which recital shall be conclusive evidence of their validity and of the regularity of their issuance.

Section 8. The provisions hereof are not intended to, and shall not be construed or interpreted to, either (a) obligate or authorize the expenditure of any funds or moneys of the Issuer or derived by the Issuer from any source whatsoever other than the proceeds from remarketing and sale of the Bonds as provided for herein, or (b) create any personal liability on the part of the officers or members of the Issuer. The Bonds shall never constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer. None of the Bonds or the interest thereon shall be a charge against the general credit or taxing powers of the Issuer and such fact shall be plainly stated on the face of each Bond.

Section 9. That the statutory mortgage lien set forth in Section 8 (§13-2C-8) of the Act is hereby waived by the Issuer.

Section 10. That the provisions of this Resolution are hereby declared to be separable, and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 11. That all acts and deeds of any officer or agent of the Issuer in furtherance of the purposes and intent of this Resolution hereby are ratified, confirmed and made the acts and deeds of the Issuer.

Section 12. That all resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed.

Section 13. That the members of the County Commission of the Issuer hereby find and determine that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the County Commission and that all deliberations of the members of the County Commission which resulted in formal action were taken in meetings open to the public, in full compliance with applicable legal requirements.

Section 14. That this Resolution shall become effective immediately upon its adoption.

WITNESS the signature and seal of Jefferson County, West Virginia at a meeting duly and regularly called and held at in Charles Town, West Virginia, on the 31st day of January 2013.

(Seal)

JEFFERSON COUNTY, WEST VIRGINIA, acting
by and through THE COUNTY COMMISSION OF
JEFFERSON COUNTY, WEST VIRGINIA

BY _____

President

County Clerk

A RESOLUTION AUTHORIZING THE ISSUANCE BY JEFFERSON COUNTY, WEST VIRGINIA OF NOT MORE THAN \$20,500,000 IN AGGREGATE PRINCIPAL AMOUNT COMMERCIAL DEVELOPMENT REVENUE BONDS (SCATTERED SITE PROJECT), SERIES 2010, IN ONE OR MORE SERIES, FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL PROJECT COMPRISED OF NINE SCATTERED SITE MULTI FAMILY HOUSING PROJECTS A PORTION OF WHICH WILL BE LOCATED IN JEFFERSON COUNTY, WEST VIRGINIA, AND TO PAY OTHER COSTS IN CONNECTION THEREWITH; APPROVING THE LOAN OF SAID BOND PROCEEDS; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE TRUST INDENTURES, ONE OR MORE LOAN AGREEMENTS, A REGULATORY AGREEMENT, A BOND PLACEMENT AGREEMENT, A BOND PURCHASE AGREEMENT, A JOINT ISSUER AGREEMENT AND AUTHORIZING THE DISTRIBUTION OF OFFERING DOCUMENTS; AND TAKING OTHER NECESSARY ACTIONS IN CONNECTION WITH THE ISSUANCE AND SALE OF SUCH BONDS.

WHEREAS, Jefferson County, West Virginia (the "Issuer" or the "Commission"), acting by and through The County Commission of Jefferson County, West Virginia, is a duly organized governmental body created by the Constitution of the State of West Virginia (the "State"), is validly existing and in good standing under the Constitution and laws of the State, is a political subdivision thereof, and is authorized by the Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C, of the Code of West Virginia of 1931, as amended (the "Act"), in furtherance of the public purposes as Section 2 of the Act, to issue its revenue bonds to pay the cost of commercial projects; and

WHEREAS, pursuant to the Act, the Issuer may join with other counties to issue revenue bonds to pay the cost of commercial and industrial projects portions of which are located in other counties; and

WHEREAS, WV Preservation Associates, LLC, a Delaware limited liability company authorized to conduct business in the State of West Virginia, a subsidiary of Rural Housing Preservation Associates, LLC, for whom this Issuer has previously passed an "Inducement Resolution" in connection with the Project, as hereinafter defined, (the "Borrower") has requested the Issuer join with Berkeley County and Hardy County to issue Commercial Development Bonds (Scattered Site Project), Series 2010 in an aggregate principal amount not to exceed \$20,500,000, in one or more series (the Bonds"), the proceeds of which will be used to finance (1) the acquisition, construction and equipping by the Borrower of a commercial project comprised of (A) 5 multifamily housing projects (each more fully described herein) located in Berkeley County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Cedar Green Apartments comprised of garden style apartments in 5 separate buildings containing approximately 44 residential rental units located at 96 Abbington Court, Bunker Hill, West Virginia (the "Cedar Green Facilities) and the rehabilitation, construction and equipping of the Cedar Green Facilities (the "Cedar Green Project"); (ii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments I comprised of garden style apartments in 6 separate buildings containing approximately 44 residential rental units located at 70 Rumsey Terrace, Martinsburg, West Virginia (the "Rumsey I Facilities) and the rehabilitation, construction and equipping of the

Rumsey I Facilities (the "Rumsey I Project"); (iii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments II comprised of garden style apartments in 3 separate buildings containing approximately 30 residential rental units located at 70 Rumsey Terrace, Martinsburg, West Virginia (the "Rumsey II Facilities) and the rehabilitation, construction and equipping of the Rumsey II Facilities (the "Rumsey II Project"); (iv) the acquisition of the real and personal property currently known as the Fountainhead Apartments I comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane, Martinsburg, West Virginia (the "Fountainhead I Facilities) and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the "Fountainhead I Project"); and (v) the acquisition of the real and personal property currently known as the Fountainhead Apartments II comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane, Martinsburg, West Virginia (the "Fountainhead II Facilities) and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the "Fountainhead II Project" and together with the Cedar Green Project, the Rumsey I Project, the Rumsey II Project, and the Fountainhead I Project, the "Berkeley County Project"), (B) 2 multifamily housing projects (each more fully described herein) located in Hardy County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Lee Street Apartments I comprised of garden style apartments in 3 separate buildings containing approximately 24 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the "Lee Street I Facilities) and the rehabilitation, construction and equipping of the Lee Street I Facilities (the "Lee Street I Project"); (ii) the acquisition of the real and personal property currently known as the Lee Street Apartments II comprised of garden style apartments in 6 separate buildings containing approximately 40 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the "Lee Street II Facilities) and the rehabilitation, construction and equipping of the Lee Street I Facilities (the "Lee Street II Project" and together with the Lee Street I Project, the "Hardy County Project), and (C) 2 multifamily housing projects (each more fully described herein) located in Jefferson County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Potomac Terrace Apartments comprised of garden style apartments in 4 separate buildings containing approximately 31 residential rental units located at 319 Spring Street, Harpers Ferry, Jefferson County, West Virginia (the "Potomac Terrace Facilities) and the rehabilitation, construction and equipping of the Potomac Terrace Facilities (the "Potomac Terrace Project"); (ii) the acquisition of the real and personal property currently known as the Maple Green Apartments comprised of garden style apartments in 3 separate buildings containing approximately 12 residential rental units located at 540 South Church Street, Shepherdstown, Jefferson County, West Virginia (the "Maple Green Facilities) and the rehabilitation, construction and equipping of the Maple Green Facilities (the "Maple Green Project" and together with the Potomac Terrace Project, the "Jefferson County Project) and (2) the costs associated with the issuance of the Bonds; and

WHEREAS, the Issuer has determined that the Jefferson County Project will benefit from the economies of scale that would be present in a financing which included the Berkeley County Project and the Hardy County Project; and

WHEREAS, after careful study and investigation of (i) the nature of the proposed combined issuance of revenue bonds for the Berkeley County Project, the Hardy County Project and the Jefferson County Project (together, the "Project") and (ii) the merits of the Jefferson County

Project, the Issuer has determined that assisting the Applicant with the financing of the Project by the Issuer's issuance of its revenue bonds and its participation in the joint issuance of revenue bonds with Berkeley and Hardy Counties, will thereby implement the stated purposes of the Act and will benefit the people of the State of West Virginia, and increase their commerce, welfare and prosperity; and

WHEREAS, the most feasible method of financing the cost of the acquisition, construction, rehabilitation and equipping of the Project is for the Issuer to issue revenue bonds in concert with Berkeley and Hardy Counties in a total aggregate principal amount of not to exceed \$20,500,000 for the purpose of financing the costs of acquiring, constructing, rehabilitating and equipping the Project, a for the further purpose of financing costs relating thereto; and

WHEREAS, there have been presented to this meeting the following documents to be executed in connection with the issuance and sale of the Bonds:

1. The proposed form of a Loan Agreement, dated as of December 1, 2010 (the "Agreement") between the Borrower and the Issuer, pursuant to which the Borrower shall, among other things, agree to pay as loan payments amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds;
2. The proposed form of a Subordinate Loan Agreement, dated as of December 1, 2010 (the "Subordinate Agreement") between the Borrower and the Issuer, pursuant to which the Borrower shall, among other things, agree to pay as loan payments amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds;
3. The proposed form of Trust Indenture, dated as of December 1, 2010 (the "Indenture"), between the Issuer and United Bank, Inc., Charleston, West Virginia (the "Trustee"), pursuant to which the Bonds will be issued;
4. The proposed form of Subordinate Trust Indenture, dated as of December 1, 2010 (the "Subordinate Indenture"), between the Issuer and United Bank, Inc., Charleston, West Virginia (the "Subordinate Trustee"), pursuant to which the Subordinate Bonds will be issued;
5. The proposed form of the Bonds as set forth in the Indenture;
6. The proposed form of the Subordinate Bonds as set forth in the Subordinate Indenture;
7. The Proposed form of the Preliminary Official Statement (the "POS");
8. The proposed form of the Bond Purchase Agreement for the Bonds (the "Bond Purchase Agreement");
9. The proposed form of the Bond Placement Agreement for the Subordinate Bonds (the "Bond Placement Agreement");

10. The proposed form of a Tax Regulatory Agreement (the "Regulatory Agreement"); and
11. The form of Joint Issuer Agreement (the "Joint Issuer Agreement") relating to the issuance of the Bonds.

WHEREAS, it appears that each of the instruments referred to above, which is now before the Commission, is in appropriate form and is an appropriate instrument for the purpose intended.

NOW, THEREFORE, BE IT RESOLVED, by the County Commission of Jefferson County, West Virginia as follows:

Section 1. That the proposed issuance of (i) the Bonds, as described in the Indenture and (ii) the Subordinate Bonds, as described in the Subordinate Indenture, is hereby approved and authorized, pursuant to and in accordance with Article 2C, Chapter 13 of the Code of West Virginia, 1931, as amended (the "Act").

Section 2. That the Bonds and the Subordinate Bonds be, and the same hereby are, in all respects authorized, approved and confirmed, and the President be, and she hereby is, authorized, empowered and directed to execute, whether by manual or facsimile signature, and the Clerk is hereby authorized, empowered and directed to seal with the official seal of the Issuer or a facsimile thereof and deliver for and on behalf of the Issuer, the Bonds and the Subordinate Bonds to the Trustee for authentication, and the Trustee is hereby authorized and directed to authenticate the Bonds and the Subordinate Bonds.

Section 3. That the provisions of the (i) Indenture with respect to the Bonds and (ii) Subordinate Indenture with respect to the Subordinate Bonds (each including without limitation, the respective maturity dates, rates of interest and redemption provisions) be, and the same hereby is, authorized, approved and confirmed and are incorporated herein by reference.

Section 4. That the Issuer enter into the Loan Agreement and the form and content of the Loan Agreement be, and the same hereby is, in all respects authorized, approved and confirmed and the President be, and she hereby is, authorized, empowered and directed to execute and deliver the Loan Agreement, prior to or simultaneously with the issuance of the Bonds for and on behalf of the Issuer, including necessary counterparts, in substantially the form and content now before this meeting but with such changes, modifications, additions or deletions therein as shall to her and to legal counsel for the Issuer be deemed necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of his approval of any and all changes, modifications, additions or deletions therein from the form and content of the Loan Agreement now before this meeting, and that, from and after the execution and delivery of the Loan Agreement, the President is hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Loan Agreement as executed.

Section 5. That the Issuer enter into the Subordinate Loan Agreement and the form and content of the Subordinate Loan Agreement be, and the same hereby is, in all respects authorized, approved and confirmed and the President be, and she hereby is, authorized, empowered and directed to execute and deliver the Subordinate Loan Agreement, prior to or simultaneously with the issuance of the Subordinate Bonds for and on behalf of the Issuer, including necessary

counterparts, in substantially the form and content now before this meeting but with such changes, modifications, additions or deletions therein as shall to her and to legal counsel for the Issuer be deemed necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of his approval of any and all changes, modifications, additions or deletions therein from the form and content of the Subordinate Loan Agreement now before this meeting, and that, from and after the execution and delivery of the Subordinate Loan Agreement, the President is hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Subordinate Loan Agreement as executed.

Section 6. That the form and content of the Indenture and the assignment of the Issuer's interest in the Loan Agreement be and the same hereby is in all respects authorized, approved and confirmed, and the President, be and she hereby is authorized, empowered and directed to execute and deliver the Indenture for and on behalf of the Issuer to the Trustee for the security of the Bonds and the interest thereon, including necessary counterparts, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as shall to her and to legal counsel for the Issuer be deemed necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of his approval of any and all changes, modifications, additions or deletions from the form and content of the Indenture now before this meeting, and that, from and after the execution and delivery of the Indenture, the President hereby is authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Indenture as executed.

Section 7. That the form and content of the Subordinate Indenture be and the same hereby is in all respects authorized, approved and confirmed, and the President, be and she hereby is authorized, empowered and directed to execute and deliver the Subordinate Indenture for and on behalf of the Issuer to the Trustee for the security of the Subordinate Bonds and the interest thereon, including necessary counterparts, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as shall to her and to legal counsel for the Issuer be deemed necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of his approval of any and all changes, modifications, additions or deletions from the form and content of the Subordinate Indenture now before this meeting, and that, from and after the execution and delivery of the Indenture, the President hereby is authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Subordinate Indenture as executed.

Section 8. That the form, terms and content of the Regulatory Agreement be and the same hereby is in all respects authorized, approved and confirmed, and the President be and she hereby is authorized, empowered and directed to execute the Regulatory Agreement in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as shall to her and to legal counsel for the Issuer be deemed necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of his approval of any and all changes, modifications, additions or deletions from the form and content of the Regulatory Agreement now before this meeting.

Section 9. That the delivery of the POS and a final Official Statement with respect to the Bonds, be and the same hereby is in all respects authorized, approved and confirmed, and the President, be and she is hereby authorized, empowered and directed to execute the Final Official Statement in substantially the form of the POS now before this meeting but with such changes, modifications, additions and deletions therein as to her and to legal counsel for the Issuer be deemed necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of his approval of any and all changes, modifications, additions or deletions from the form and content of the POS now before this meeting.

Section 10. That the Issuer enter into the Bond Purchase Agreement, and the form and content of the Bond Purchase Agreement be and the same hereby are in all respects authorized, approved and confirmed and the President be and she hereby is authorized, empowered and directed to execute and deliver the Bond Purchase Agreement, prior to or simultaneously with the issuance of the relevant Bonds for and on behalf of the Issuer, including necessary counterparts, in substantially the form and content now before this meeting but with such changes, modifications, additions or deletions therein as shall to her and to legal counsel for the Issuer be deemed necessary, desirable or appropriate, his execution thereof to constitute conclusive evidence of his approval of any and all changes, modifications, additions or deletions therein from the form and content of the Bond Purchase Agreement now before this meeting, and that, from and after the execution and delivery of the Bond Purchase Agreement, the President is hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Purchase Agreement, as executed.

Section 11. That the Issuer enter into the Bond Placement Agreement, and the form and content of the Bond Placement Agreement be and the same hereby are in all respects authorized, approved and confirmed and the President be and she hereby is authorized, empowered and directed to execute and deliver the Bond Placement Agreement, prior to or simultaneously with the issuance of the Subordinate Bonds for and on behalf of the Issuer, including necessary counterparts, in substantially the form and content now before this meeting but with such changes, modifications, additions or deletions therein as shall to her and to legal counsel for the Issuer be deemed necessary, desirable or appropriate; his execution thereof to constitute conclusive evidence of his approval of any and all changes, modifications, additions or deletions therein from the form and content of the Bond Placement Agreement now before this meeting, and that, from and after the execution and delivery of the Bond Placement Agreement, the President is hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond Placement Agreement, as executed.

Section 12. That recognizing that the Commission is issuing the Bonds herein contemplated in concert with Berkeley County and Hardy County to finance the acquisition, construction, rehabilitation and equipping of the Project, the execution and delivery of the Joint Issuer Agreement is hereby authorized, said Joint Issuer Agreement to be in substantially the form attached hereto a Exhibit "A" subject to such changes, insertions and omissions, if any, as may be approved by the President of the Commission, upon advice of Counsel, the execution of the

Joint Issuer Agreement by the President of the Commission as herein authorized shall be conclusive evidence of approval.

Section 13. That the President and the Clerk be and they hereby are authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents, opinions or other papers and perform all other acts (including without limitation, the filing of any financing statements or any other documents to create and maintain a security interest in the Project) as each may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. The Bonds and the Subordinate Bonds shall contain a recital that they are issued pursuant to the Act, which recital shall be conclusive evidence of their validity and of the regularity of their issuance.

Section 15. The provisions hereof are not intended to, and shall not be construed or interpreted to, either (a) obligate or authorize the expenditure of any funds or moneys of the Issuer or derived by the Issuer from any source whatsoever other than the proceeds from issuance and sale of the Bonds and the Subordinate Bonds as provided for herein, or (b) create any personal liability on the part of the officers or members of the Issuer. The Bonds and the Subordinate Bonds shall never constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer. None of the Bonds, the Subordinate Bonds or the interest thereon shall be a charge against the general credit or taxing powers of the Issuer and such fact shall be plainly stated on the face of each Bond and each Subordinate Bond.

Section 16. That the statutory mortgage lien set forth in Section 8 (§13-2C-8) of the Act is hereby waived by the Issuer.

Section 17. That the provisions of this Resolution are hereby declared to be separable, and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 18. That all acts and deeds of any officer or agent of the Issuer in furtherance of the purposes and intent of this Resolution hereby are ratified, confirmed and made the acts and deeds of the Issuer.

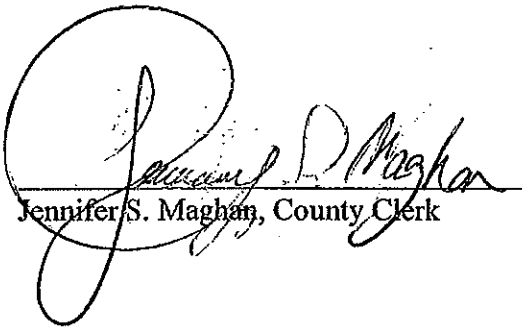
Section 19. That all resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed.

Section 20. That the members of the County Commission of the Issuer hereby find and determine that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the County Commission and that all deliberations of the members of the County Commission which resulted in formal action were taken in meetings open to the public, in full compliance with applicable legal requirements.

Section 21. That this Resolution shall become effective immediately upon its adoption.

WITNESS the signature and seal of Jefferson County, West Virginia at a meeting duly and regularly called and held at in Charles Town, West Virginia, on the 4th day of November 2010.

(Seal)



Jennifer S. Maghan, County Clerk

JEFFERSON COUNTY, WEST VIRGINIA, acting
by and through THE COUNTY COMMISSION OF
JEFFERSON COUNTY, WEST VIRGINIA

BY Lyn Widmyer
Lyn Widmyer, President

EXHIBIT A

FORM OF JOINT ISSUER AGREEMENT

[This Page Intentionally Left Blank.]

**JOINT ISSUERS AGREEMENT
BY AND AMONG
BERKELEY COUNTY, WEST VIRGINIA,
HARDY COUNTY, WEST VIRGINIA
AND
JEFFERSON COUNTY, WEST VIRGINIA**

THIS JOINT ISSUERS AGREEMENT, entered into and effective upon passage by and among the Counties of Berkeley, Hardy and Jefferson, West Virginia, each a political subdivision of the State of West Virginia, acting by and through their respective County Commission, desire to issue bonds jointly with each other (collectively the "Joint Issuers") as herein provided.

WITNESSETH:

WHEREAS, the Joint Issuers are governmental bodies acting by and through their respective County Commission (collectively the "Governing Bodies"), empowered and authorized pursuant to the Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C, of the Code of West Virginia, 1931, as amended (the "Act"), separately or jointly, as they, and each of them determine, to finance the acquisition and improvement of nine (9) projects as requested by WV Preservation Associates, LLC (the "Borrower") to issue revenue bonds to assist in the financing of: (1) the acquisition, development, construction, rehabilitation, renovation and equipping by the Company of a residential project comprised of (A) 5 multifamily housing projects (each more fully described herein) located in Berkeley County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Cedar Green Apartments comprised of garden style apartments in 5 separate buildings containing approximately 44 residential rental units located at 96 Abbington Court, Bunker Hill, Berkeley County, West Virginia (the "Cedar Green Facilities" and the rehabilitation, construction and equipping of the Cedar Green Facilities (the "Cedar Green Project"); (ii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments I comprised of garden style apartments in 6 separate buildings containing approximately 44 residential rental units located at 70 Rumsey Terrace, Martinsburg, Berkeley County, West Virginia (the "Rumsey I Facilities" and the rehabilitation, construction and equipping of the Rumsey I Facilities (the "Rumsey I Project"); (iii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments II comprised of garden style apartments in 3 separate buildings containing approximately 30 residential rental units located at 70 Rumsey Terrace, Martinsburg, Berkeley County, West Virginia (the "Rumsey II Facilities" and the rehabilitation, construction and equipping of the Rumsey II Facilities (the "Rumsey II Project"); (iv) the acquisition of the real and personal property currently known as the Fountainhead Apartments I comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane, Martinsburg, Berkeley County, West Virginia (the "Fountainhead I Facilities" and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the "Fountainhead I Project"); and (v) the acquisition of the real and personal property currently known as the Fountainhead Apartments II comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane,

Martinsburg, Berkeley County, West Virginia (the "Fountainhead II Facilities) and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the "Fountainhead I Project" and together with the Cedar Green Project, the Rumsey I Project, the Rumsey II Project, and the Fountainhead I Project, the "Berkeley County Project"), (B) 2 multifamily housing projects (each more fully described herein) located in Jefferson County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Potomac Terrace Apartments comprised of garden style apartments in 4 separate buildings containing approximately 31 residential rental units located at 319 Spring Street, Harpers Ferry, Jefferson County, West Virginia (the "Potomac Terrace Facilities) and the rehabilitation, construction and equipping of the Potomac Terrace Facilities (the "Potomac Terrace Project"); (ii) the acquisition of the real and personal property currently known as the Maple Green Apartments comprised of garden style apartments in 3 separate buildings containing approximately 12 residential rental units located at 540 South Church Street, Shepherdstown, Jefferson County, West Virginia (the "Maple Green Facilities) and the rehabilitation, construction and equipping of the Maple Green Facilities (the "Maple Green Project" and together with the Potomac Terrace Project, the "Jefferson County Project), and (C) 2 multifamily housing projects (each more fully described herein) located in Hardy County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Lee Street Apartments I comprised of garden style apartments in 3 separate buildings containing approximately 24 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the "Lee Street I Facilities) and the rehabilitation, construction and equipping of the Lee Street I Facilities (the "Lee Street I Project"); (ii) the acquisition of the real and personal property currently known as the Lee Street Apartments II comprised of garden style apartments in 6 separate buildings containing approximately 40 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the "Lee Street II Facilities) and the rehabilitation, construction and equipping of the Lee Street II Facilities (the "Lee Street II Project" and together with the Lee Street I Project, the "Hardy County Project), and (2) the costs associated with the issuance of the Bonds. It is anticipated that the Company will own each of the Berkeley County Project, the Jefferson County Project and the Hardy County Project; and

WHEREAS, the Series 2010 Bonds will be special obligations of the Issuer and will not constitute a debt or a pledge of the faith and credit or the taxing power of the Issuer, the State of West Virginia or any political subdivision thereof; and

WHEREAS, each of the Issuers has previously passed an "Inducement Resolution and Declaration of Official Intent Relating to the Issuance of Commercial Development Revenue Bonds for the Purpose of Financing all or a Portion of the Costs of the Acquisition, Renovation, Improvement and Equipping of Affordable Housing" in an amount not to exceed the aggregate principal amount of \$20,500,000; and

WHEREAS, by Resolution of even date hereof the Issuers and each of them have adopted a Resolution authorizing the issuance of the Bonds in an aggregate principal amount not to exceed \$20,500,000; and

WHEREAS, the Joint Issuers, in the furtherance of such resolutions are entering into this Joint Agreement to jointly issue its revenue bonds, the proceeds of which would be used to provide funds to make loans to enable the Borrower to undertake the acquisition,

development, construction, rehabilitation, renovation and equipping of the Projects within the Counties in which the Joint Issuers may act; and

WHEREAS, the investment banking firm of D.A. Davidson & Company, (the "Underwriter") has advised the Joint Issuers that subject to the continuation of suitable market and related conditions, if the Joint Issuers will agree to issue Bonds through the joint exercise of the rights, powers, authority and duties conferred thereon by the Act, (the "Joint Bonds") the Underwriter is willing to undertake the offering of such Joint Bonds and the development of related structuring of such offerings as is necessary for the security and payment of the Bonds and the making of the loans to the Borrower for the Projects situate within such counties from the proceeds thereof.

NOW, THEREFORE, the parties hereto do hereby mutually covenant and agree as follows:

1) Joint Issuers agree to jointly exercise all the rights, powers, authority and duties conferred by the Act with respect to the issuance of Commercial Development Revenue Bond (WV Scatter Site Project) Series 2010 and Commercial Development Revenue Bonds - Subordinate Series 2010, such Joint Bonds in an amount not to exceed the aggregate principal amount of \$20,500,000, with the proceeds of the Joint Bonds after the payment of expenses of issuance and the establishment of any required reserves, to be made available to Borrower in furtherance of the Projects in the respective counties in which the Joint Issuers, may make such loans.

2) Each of the parties further agrees that (a) if the other events contemplated hereby which would provide a source of reimbursement thereof do not take place, the Borrower agrees that it will reimburse the Joint Issuers for or pay all reasonable and necessary direct out-of-pocket expenses, if any, which the Joint Issuers may incur at the Borrowers' request arising from the execution and delivery of this Agreement and the performance by the Joint Issuers of its obligations thereunder, and, (b) the provisions of this Agreement are not intended to, and shall not be construed to, either (i) obligate any funds or monies of the Joint Issuers, or any of them, derived from any source whatsoever other than the proceeds from the issuance of the Joint Bonds, or any other monies arising from the loans made from the proceeds thereof, the investment of any reserves therefrom, or otherwise from the financing of the Projects, or (ii) create any personal liability of any officer, Commissioner, member or employee of any of the Joint Issuers.

3) The Joint Issuers hereby jointly and severally reaffirm the appointment of Bowles Rice McDavid Graff & Love LLP, Charleston, West Virginia, to act as Bond Counsel in all matters relating to this Joint Revenue Bond Issue.

4) The Joint Issuers hereby authorize the Presidents of the County Commissions to execute documents and a President of one of the Joint Issuers to execute the bond documents and bonds on behalf of the Joint Issuers in respect to the final delivery of the Joint Bonds.

5) This Agreement shall terminate on the first anniversary thereof, unless the Joint Bonds are issued, and then this Agreement shall not terminate until the payment of the last of the Joint Bonds.

6) This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, only the parties hereto and their respective successors.

7) This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as an original.

[SIGNATURE PAGES FOLLOW]

Berkeley County, West Virginia

By: _____
President of the County Commission

ATTEST:

By: _____
Clerk of the County Commission

[Berkeley County Signature Page to Joint Issuers Agreement]

Hardy County, West Virginia

By: _____
President of the County Commission

ATTEST:

By: _____
Clerk of the County Commission

[Hardy County Signature Page to Joint Issuers Agreement]

Jefferson County, West Virginia

By: _____
President of the County Commission

ATTEST:

By: _____
Clerk of the County Commission

[Jefferson County Signature Page to Joint Issuers Agreement]

[This Page Intentionally Left Blank.]

On December 22, 2010, Bowles Rice McDavid Graff & Love LLP., Bond Counsel, rendered an opinion that, based on existing statutes, regulations, rulings and court decisions and assuming, among other matters, compliance with certain covenants and agreements described herein, which are intended to assure compliance with applicable provisions of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended, interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not a specific preference item or included in adjusted current earnings for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the Bonds and the income therefrom are free from taxation of every kind by the State of West Virginia and by the municipalities and all other political subdivisions of the State under existing law, except that no opinion is expressed as to such exemption from West Virginia franchise taxes or estate or inheritance taxes or as to whether interest on the Bonds is an item of tax preference under the West Virginia income tax law. No opinion is expressed regarding other federal tax consequences arising with respect to the Bonds. No opinion is expressed with regard to exemption of interest on any Bond for any period during which such Bond is held by a person who, within the meaning of Section 147(a) of the Code, is a "substantial user" of the facilities financed from proceeds of the Bonds or a "related person" thereto. A discussion of the requirements for, the extent of, and exceptions to such exclusions, is contained under "TAX MATTERS" herein.

\$9,505,000

**BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON COUNTY,
WEST VIRGINIA, AS JOINT ISSUERS
COMMERCIAL DEVELOPMENT REVENUE BONDS
(SCATTERED SITE PROJECT) SERIES 2010**

Remarketing Date: January __, 2013

Due: As shown on the inside front cover

On December 22, 2010, Berkeley County, Hardy County and Jefferson County, West Virginia acting together pursuant to a Joint Issuer Agreement (together, the "Issuer") issued the above captioned Commercial Development Revenue Bonds (Scattered Site Project) Series 2010 (the "Bonds") pursuant to a Trust Indenture between the Issuer and United Bank, Inc., as Trustee (the "Trustee"), dated December 1, 2010 (the "Original Indenture"). The proceeds of the Bonds were used to make a mortgage loan (the "Bond Mortgage Loan") to WV Preservation Associates, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the "Borrower") for the purpose of financing the acquisition, rehabilitation and construction of a scattered site multifamily rental housing development comprised of five separate projects located in Berkeley County (as more fully described herein, the "Berkeley County Project"), two separate projects located in Jefferson County (as more fully described herein, the "Jefferson County Project") and two separate projects located in Hardy County (as more fully described herein, the "Hardy County Project" and together with the Berkeley County Project and the Jefferson County Project, the "Project").

In connection with the Remarketing of the Bonds, the Original Indenture was amended and restated by an Amended and Restated Trust Indenture between the Issuer and the Trustee, dated January 1, 2013 (the "Indenture"). In addition, from the Remarketing Date, the loan of the proceeds of the Bonds to the Borrower will be evidenced by an Amended and Restated Mortgage Note dated January __, 2013 from the Borrower to the Issuer and Assigned to the Trustee as security for the Bonds (the "Note"). The Note will be secured by a Multifamily Deed of Trust, Assignment of Rents and Security Agreement dated as of December 1, 2010 (the "Security Instrument"). The Borrower has entered into an Amended and Restated Financing Agreement dated as of January __, 2013, with the Issuer setting forth the terms of the Bond Mortgage Loan (the "Loan Agreement"). From the Remarketing Date, the Bonds will be secured only by the revenues, funds and property pledged under the Trust Indenture.

The Bonds are being remarketed as fully registered bonds in denominations of integral multiples of \$250,000 plus any integral multiple of \$1,000 in excess thereof. From the Remarketing Date, Interest on the Bonds is payable on June 1 and December 1 of each year, commencing June 1, 2013, at the rates set forth on the inside front cover. The principal of and redemption premium, if any, and interest on the Bonds will be paid by United Bank, Inc., as trustee (the "Trustee"), to The Depository Trust Company ("DTC"), which will act as securities depository for the Bonds. DTC will be responsible for remitting principal and interest on the Bonds to its Participants, which will be responsible for remitting such principal and interest to the Beneficial Owners of such Bonds, as described under the caption "BOOK-ENTRY SYSTEM" herein. Purchasers will not receive certificates representing their interest in the Bonds.

The Project is to be occupied by individuals and households of low income within the meaning of and for the period required by Section 142(d) of the Internal Revenue Code of 1986, as amended. It is anticipated that the Bonds will be secured primarily by the Project and the revenues derived therefrom. The Project receives certain support based on rental assistance contracts entered into with USDA RD. See "SECURITY FOR THE BONDS" and "THE PROJECT AND THE BORROWER."

The Bonds are subject to acceleration of maturity and optional and mandatory redemption prior to maturity, in whole or in part, at the prices and under the circumstances described herein. **Persons who purchase Bonds at a price in excess of their principal amount risk the loss of any premium paid in the event the Bonds are redeemed prior to maturity.** See "REDEMPTION OF BONDS" and "APPENDIX A—FORMS OF PRINCIPAL DOCUMENTS—The Indenture."

THE BONDS ARE NOT AN GENERAL OBLIGATION AND DO NOT CONSTITUTE A PLEDGE OF THE GENERAL CREDIT OR TAXING POWER OF THE BERKELEY COUNTY, HARDY COUNTY, JEFFERSON COUNTY, THE STATE OF WEST VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF, BUT ARE LIMITED OBLIGATIONS PAYABLE SOLELY FROM THE REVENUES AND PROPERTY PLEDGED THEREFOR IN THE INDENTURE, INCLUDING, WITHOUT LIMITATION, ITS

INTEREST IN PAYMENTS RECEIVED UNDER THE NOTE. NONE OF THE COUNTIES COMPRISING THE ISSUER, THE STATE OF WEST VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE THEREON.

This cover page and the inside front cover contain certain information for quick reference only. It is *not* a summary of this issue. Investors must read the entire Remarketing Statement to obtain information essential to the making of an informed investment decision.

The Bonds are remarketed subject to the approving opinion Bond Counsel. It is expected that the Bonds will be available for remarketing in New York, New York, to The Depository Trust Company on or about January __, 2013.

Dated:

MATURITY SCHEDULE

\$9,505,000— % Term Bonds due December 1, 2044, Price ____%

No dealer, broker, salesperson or other person has been authorized by the Issuer or the Borrower to give any information or to make any representations with respect to the Bonds other than those contained in this Remarketing Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing. This Remarketing Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the Bonds offered herein, nor will there be any sale of the Bonds by any person in any jurisdiction in which such offer, solicitation or sale is not authorized or in which the person making such offer, solicitation or sale is not qualified to do so or to any person to whom it is unlawful to make such offer, solicitation or sale.

The information in this Remarketing Statement has been obtained from the Issuer, the Borrower and DTC and other sources which are believed to be reliable but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of the Issuer, except with respect to the description under the captions "THE ISSUER" and "LITIGATION" (as it relates to the Issuer). In particular, the Issuer has not provided or approved any information in this Remarketing Statement except with respect to the information under the captions "THE ISSUER" and "LITIGATION" (as it relates to the Issuer) and takes no responsibility for any other information contained in this Remarketing Statement.

This Remarketing Statement, including the cover page hereof, is provided for the purpose of setting forth information in connection with the remarketing of the Bonds. This Remarketing Statement speaks only as of its date, and the information herein is subject to change without notice, and neither the delivery of this Remarketing Statement nor any sale made hereunder may, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Borrower since the date hereof. Information in this Remarketing Statement under the heading "THE PROJECT AND THE BORROWER" has been provided by the Borrower, and the Issuer and the Underwriter specifically disclaim any responsibility therefor.

References in this Remarketing Statement to the Indenture, the Loan Agreement, the Regulatory Agreement and other documents do not purport to be complete, and reference should be made to such documents for full and complete details of their contents.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS REMARKETING STATEMENT. ANY REPRESENTATIONS TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

TABLE OF CONTENTS

	Page
INTRODUCTION.....	1
THE ISSUER	3
SECURITY FOR THE BONDS	3
THE BONDS.....	7
BOOK-ENTRY SYSTEM	8
REDEMPTION OF BONDS	10
THE NOTE AND SECURITY INSTRUMENT.....	16
THE PROJECT AND THE BORROWER	16
THE TRUSTEE.....	17
RISKS TO THE BONDHOLDERS.....	18
FINANCING DOCUMENTS	20
TAX MATTERS	20
LITIGATION	21
CERTAIN LEGAL MATTERS.....	22
RATING	22
CONTINUING DISCLOSURE	23
MISCELLANEOUS.....	23
APPENDIX A	FORMS OF THE PRINCIPAL DOCUMENTS
APPENDIX B	FORMS OF LEGAL OPINION OF BOND COUNSEL
APPENDIX C	FORM OF CONTINUING DISCLOSURE AGREEMENT

REMARKETING STATEMENT

\$9,505,000

**BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON COUNTY,
WEST VIRGINIA, AS JOINT ISSUERS
COMMERCIAL DEVELOPMENT REVENUE BONDS
(SCATTERED SITE PROJECT) SERIES 2010**

INTRODUCTION

The purpose of this Remarketing Statement, including the cover page and the attached appendices, is to set forth certain information in connection with the remarketing by Berkeley County, Hardy County and Jefferson County, West Virginia acting together pursuant to a Joint Issuer Agreement (together, the "Issuer") of the above-captioned Bonds (the "Bonds").

The above captioned Bonds were originally issued under a Trust Indenture, dated as of December 1, 2010 between the Issuer and United Bank, Inc., as Trustee (the "Trustee") (the "Original Indenture") as amended and restated by an Amended and Restated Trust Indenture dated as of January , 2013 between the Issuer and the Trustee (as amended and restated, the "Indenture"). The proceeds of the Bonds were used to fund a loan (the "Bond Mortgage Loan") to WV Preservation Associates, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the "Borrower") to finance the acquisition, rehabilitation and construction of a scattered site multifamily rental housing development comprised of five separate projects located in Berkeley County (as more fully described herein, the "Berkeley County Project"), two separate projects located in Jefferson County (as more fully described herein, the "Jefferson County Project") and two separate projects located in Hardy County (as more fully described herein, the "Hardy County Project" and together with the Berkeley County Project and the Jefferson County Project, the "Project"). The Borrower and the Issuer have entered into an Amended and Restated Financing Agreement dated as of January __, 2013 (the "Loan Agreement") which sets forth the terms of the Bond Mortgage Loan.

In connection with the original issuance of the Bonds, the Issuer, the Borrower and the Trustee entered into a Regulatory Agreement and Declaration of Restrictive Covenants dated as of the December 1, 2010 (the "Regulatory Agreement") restricting the occupancy of the Project to certain qualified tenants. The Project is also required to be rented at certain affordable rents and occupied by families whose incomes satisfy certain limits as described under the heading "THE PROJECT AND THE BORROWER."

The Bonds are subject to optional redemption prior to maturity as a whole or in part at any time on any Interest Payment Date as set forth in Section 4.02 of the Indenture attached hereto at Appendix A. **Any person who purchases a Bond at a price above par should consider the risk that such premium may be lost in the event that the Bond is redeemed prior to maturity.** See "APPENDIX A—FORMS OF THE PRINCIPAL DOCUMENTS—The Indenture—Article IV-Bond Redemption Provisions."

The Borrower's obligations with respect to the Bond Mortgage Loan are evidenced by a mortgage note (the "Note") and are secured by a deed of trust (the "Security Instrument"). See "THE NOTE AND SECURITY INSTRUMENT."

THE BONDS ARE NOT AN OBLIGATION, EITHER GENERAL OR SPECIAL, AND DO NOT CONSTITUTE A PLEDGE OF THE GENERAL CREDIT OR TAXING POWER OF THE BERKELEY COUNTY, HARDY COUNTY, JEFFERSON COUNTY, THE STATE OF

WEST VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF, BUT ARE PAYABLE SOLELY FROM THE REVENUES AND PROPERTY PLEDGED THEREFOR IN THE INDENTURE, INCLUDING, WITHOUT LIMITATION, ITS INTEREST IN PAYMENTS RECEIVED UNDER THE NOTE, AND NONE OF THE COUNTIES COMPRISING THE ISSUER, THE STATE OF WEST VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE THEREON.

Included in this Remarketing Statement is information concerning the Issuer, the Borrower, the Project and the sources of payment for the Bonds, together with summaries of the terms of the Bonds and certain provisions of the Indenture, the Loan Agreement, the Regulatory Agreement and certain documents related thereto. All references herein to agreements or documents are qualified in their entirety by references to the definitive forms thereof, copies of which are available for inspection at the corporate trust office of the Trustee, United Bank, Inc., 500 Virginia Street, East Charleston, WV 25301, Attention: Kathy Smith, Telephone: (304) 348-8427, Telecopier: (304) 348-8431.

THE ISSUER [TO BE UPDATED]

The Counties

The Issuer is comprised of Berkeley County, Hardy County and Jefferson County (each, a "County") acting pursuant to a Joint Issuer Agreement dated as of November 4, 2010 (the "Joint Issuer Agreement"). The Act provides specific authority for two or more Governmental Bodies to join together to finance the Project together and appoint a representative to execute documents on behalf of all of the Counties. Each of the Counties is governed by a County Commission which approved the issuance of the Bonds and the execution of the Joint Issuer Agreement.

Berkeley County Commission

The County Commission for Berkeley County, West Virginia is currently comprised of three elected commissioners. The current Commissioners and the expiration of their terms are:

Ronald K. Collins, Commissioner; December 31, 2010
William L. Stubblefield, Commissioner; December 31, 2012
Tony Petrucci, Commissioner; December 31, 2014

From January of 2011, the Commission will be comprised of five elected commissioners. The County Commissioners taking office in January and the expiration of their terms are:

Doug Copenhaver Jr.; December 31, 2016
James Whitacre; December 31, 2014
Elaine C. Mauck; December 31, 2012

Hardy County Commission

The Hardy County Commission is made up of three Commissioners, each having six year terms, staggered on two year intervals. The current Commissioners and the expiration of their terms are:

William "JR" E. Keplinger, Jr., Commissioner; December 31, 2012
Stanley B. Moyer, Jr., President; December 31, 2010
AJ Wade, Commissioner; December 31, 2014

Jefferson County Commission

The Jefferson County Commission is made up of three Commissioners, a President and a Vice President, each having 6 year terms. The current Commissioners and the expiration of their terms are:

Lyn Widmyer, President; December 31, 2014
Patsy Noland, Vice President; December 31, 2014
Dale Manuel, Commissioner; December 31, 2016
Walt Pellish, Commissioner; December 31, 2016
Frances Morgan, Commissioner; December 31, 2012

SECURITY FOR THE BONDS

The Bonds are limited obligations of the Issuer, and are secured by a pledge of and lien on the Trust Estate, including:

- (i) all moneys in and investments of all funds created in the Indenture (other than the Rebate Fund, and the Administrative Expenses Account, all of which shall not be subject to the lien of the Indenture),
- (ii) all of the Issuer's right, title and interest in, to and under the Loan Agreement, the Note and the Security Instrument (except for the Unassigned Issuer Rights), including all payments due under the Loan Agreement and the Note, and the right to receive the same,
- (iii) any and all property, rights and interests of every kind or description which from time to time hereafter may be sold, transferred, conveyed, assigned, pledged, mortgaged or delivered to the Trustee as additional security hereunder, including by any deed in lieu of foreclosure, and
- (iv) all of the Issuer's right, title and interest in, to and under any Additional Security.

The Bonds are limited obligations of the Issuer and will be payable solely from the Revenues and funds pledged for the payment thereof pursuant to the Indenture.

The Bonds do not constitute a debt of Berkeley County, Jefferson County, Hardy County, the State of West Virginia or any political subdivision thereof and none of neither Berkeley County, Jefferson County, Hardy County, the State of West Virginia nor any political subdivision thereof shall be liable thereon, nor in any event shall the Bonds be payable out of any funds or properties of the Issuer other than those pledged therefor.

NO MEMBER, OFFICER, AGENT, EMPLOYEE OR ATTORNEY OF THE ISSUER, INCLUDING ANY PERSON EXECUTING THE INDENTURE OR THE BONDS, SHALL BE LIABLE PERSONALLY ON THE BONDS OR FOR ANY REASON RELATING TO THE ISSUANCE OF THE BONDS. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS, OR FOR ANY CLAIM BASED ON THE BONDS, OR

OTHERWISE IN RESPECT OF THE BONDS, OR BASED ON OR IN RESPECT OF THE INDENTURE OR ANY SUPPLEMENTAL INDENTURE, AGAINST ANY MEMBER, OFFICER, EMPLOYEE OR AGENT, AS SUCH, OF THE ISSUER OR ANY SUCCESSOR, WHETHER BY VIRTUE OF ANY CONSTITUTION, STATUTE OR RULE OF LAW, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, ALL SUCH LIABILITY BEING, BY THE ACCEPTANCE OF THE BONDS AND AS PART OF THE CONSIDERATION FOR THE ISSUE OF THE BONDS, EXPRESSLY WAIVED AND RELEASED.

THE BONDS, TOGETHER WITH INTEREST THEREON, AND REDEMPTION PREMIUM, IF ANY, ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER SECURED BY THE TRUST ESTATE, ARE AND SHALL ALWAYS BE PAYABLE SOLELY FROM THE REVENUES AND INCOME DERIVED FROM THE TRUST ESTATE AND ARE AND SHALL ALWAYS BE A VALID CLAIM OF THE OWNER THEREOF ONLY AGAINST THE REVENUES AND INCOME DERIVED FROM THE TRUST ESTATE, WHICH REVENUES AND INCOME SHALL BE USED FOR NO OTHER PURPOSE THAN TO PAY THE PRINCIPAL INSTALLMENTS OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS, EXCEPT AS MAY BE EXPRESSLY AUTHORIZED OTHERWISE IN THE INDENTURE AND IN THE LOAN AGREEMENT.

THE BONDS

Certain Definitions

All capitalized terms used but not defined in this Remarketing Statement have the meanings assigned to them in the Indenture. See: "APPENDIX A—FORMS OF THE PRINCIPAL DOCUMENTS"

General

The Bonds will be issued as fully-registered bonds in Authorized Denominations. The Bonds will be dated their date of original issuance and shall be remarketed on the Remarketing Date set forth on the front cover hereof, and will bear interest at the rates and mature on the dates and in the amounts set forth on the inside front cover hereof.

For as long as The Depository Trust Company ("DTC") or its nominee is the Registered Owner of the Bonds, payments of principal and interest on the Bonds will be made on the date such payments are due and payable at the place and in the manner agreed upon by the Trustee and DTC. If the Bonds are in certificated form, payments of interest on the Bonds shall be paid by the Bond Registrar on each Interest Payment Date, by check mailed by first class mail, postage prepaid, on the Payment Date to the registered Owners of the Bonds as of the applicable Record Date or, at the written request, risk and expense of the Owner, by wire transfer of immediately available funds to an account within the United States designated in writing by the Owner not less than 15 days prior to the Record Date. Payments of principal of any Bond shall be made upon presentation and surrender of the Bond to a corporate trust office of the Bond Registrar designated by the Bond Registrar for that purpose.

The Bonds may be transferred or exchanged by Bondowners at the office of the Bond Registrar. Whenever any Bond or Bonds are to be surrendered for transfer or exchange, the Bond Registrar is required to authenticate and deliver a new fully registered Bond or Bonds duly executed by the Issuer, of Authorized Denomination or Denominations in the appropriate principal amount to the transferee or Bondowner in exchange therefor. The Bond Registrar will require the payment by the Bondowner requesting such exchange or transfer of any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange. The Bond Registrar is not required to transfer or exchange any

Bonds called for redemption or during the period between a Record Date and the next succeeding Interest Payment Date.

The Bonds initially will be registered in the name of Cede & Co., as nominee of DTC, and held by DTC on behalf of the beneficial owners of the Bonds. DTC will, by book-entry, record beneficial ownership and transfers of the Bonds in its custody and will forward all notices and payments received in respect of any Bonds held by it to the beneficial owners of the Bonds as shown on its books of account. DTC acts as agent solely for its Participants and not for the beneficial owners of the Bonds, the Issuer or the Underwriter. See "BOOK-ENTRY SYSTEM."

BOOK-ENTRY SYSTEM

Portions of the information relating to the Book-Entry System under this heading have been furnished by DTC, but have not been independently verified by the Underwriter, the Issuer or the Lender. None of the Underwriter, the Issuer or the Lender makes any representation whatsoever as to the accuracy, adequacy or completeness of such information.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each issue of the Bonds, each in the aggregate principal amount of such issue and will be deposited with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity for each issue of the Series Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee, the Company or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may

be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

So long as Cede & Co., or any successor thereto, is the registered owner of the Bonds, as DTC's partnership nominee, references herein to the Bondholders or owners or registered owners of the Bonds (other than under the heading "TAX MATTERS" herein) shall mean DTC and shall not mean the Beneficial Owners of the Bonds. During such period, the Trustee and the Issuer will recognize DTC or its partnership nominee as the owner of all of the Bonds for all purposes, including the payment of the principal of, premium, if any, and interest on the Bonds, as well as the giving of notices and voting.

THE ISSUER AND THE TRUSTEE WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER OF THE BONDS WITH RESPECT TO: (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; (3) THE PAYMENT OF ANY AMOUNT DUE TO ANY PARTICIPANT OR BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; (4) THE DELIVERY BY DTC TO ANY DIRECT PARTICIPANT, OR BY ANY PARTICIPANT TO ANY BENEFICIAL OWNER OF ANY NOTICE WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BONDS TO BE GIVEN TO BOND OWNERS; (5) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

REDEMPTION OF BONDS

General

On each redemption date the Trustee shall transfer to the Bond Registrar, but only from and to the extent of funds held by the Trustee are available for such purpose, an amount sufficient to pay the redemption price of all Bonds or portions thereof to be redeemed on such redemption date. For all purposes of the Indenture, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond that has been or is to be redeemed, provided, however, that Bonds shall be redeemed in part only in such amounts that the Bonds remaining outstanding after a redemption shall in all events be in Authorized Denominations.

Optional Redemption

The Bonds are subject to redemption prior to maturity on or after January 1, 2023, at the direction of the Borrower (a) in whole on any date, or in part in minimum amounts of \$25,000 on any Bond Payment Date, from amounts prepaid on the Loan pursuant to the Loan Agreement solely to the extent of any optional prepayment by the Borrower of the Note, or (b) in whole on any date, from proceeds of refunding bonds or otherwise from other sources, in each case at the redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption.

Mandatory Redemption

The Bonds are subject to mandatory redemption, without premium, as a whole, or in part in Authorized Denominations:

(i) In whole or in part, in the event the Project or any portion of it is damaged or destroyed or is taken in a condemnation proceeding to the extent of any Insurance Proceeds or Condemnation Award not used for the repair or restoration of the Project, as described in the Indenture;

(ii) In whole or in part, in the event of prepayment of the Loan at the direction of a trustee in bankruptcy for the Borrower; and

(iii) In whole, when any amounts in the Bond Fund not being held therein to redeem Bonds for which notice of redemption has previously been given, is sufficient to pay any unpaid amounts required to be paid under the Indenture and to redeem all Outstanding Bonds.

In the event of a Mandatory Redemption, the Bonds shall be redeemed at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

Mandatory Redemption Resulting From Event of Default or Determination of Taxability.

The Bonds are subject to mandatory redemption in whole at the direction of the Trustee, pursuant to the exercise of remedies under the Loan Documents, at the earliest time for which notice can be given upon the occurrence of an Event of Default as set forth in the Indenture or the Loan Agreement at a redemption price equal to the principal amount of Bonds Outstanding plus the accrued and unpaid interest due thereon, from a distribution of the Trust Estate as a result of the realization by the Trustee of its rights and remedies hereunder with respect to the Trust Estate, in accordance with the Indenture.

At the written direction of the Significant Bondholder, the Bonds shall be subject to mandatory redemption on the next occurring Interest Payment Date in the event of a Determination of Taxability in whole at a redemption price equal to 100% of the outstanding principal amount thereof plus accrued and unpaid interest to the redemption date.

The Trustee will give notice not more than ten Business Days after the Trustee's receipt of the written direction of the Significant Bondholder pursuant to Section 4.05(b) of the Indenture to the Borrower, the Issuer and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative stating the aggregate redemption price which will be due on the redemption date, the total of all funds held by the Trustee which are available to pay the redemption price of the Bonds, and the difference between the two amounts. The Borrower will promptly, and in any event within six months of the date on which the Borrower receives such notice, pay to the Trustee any shortfall in the funds available to pay the redemption price of the Bonds. The Trustee will give notice of such redemption to Owners upon the earlier of (i) receipt of any such required funds from the Borrower and (ii) 30 days prior to the date on which such six-month period would expire.

Mandatory Sinking Fund Redemption

The Bonds maturing are subject to mandatory sinking fund redemption on the dates and in the amounts set forth in the table(s) below; provided that if less than all the Bonds shall have been redeemed as described above under "Optional Redemption" and "Mandatory Redemption", the amount of Bonds to be redeemed in each year from sinking fund installments shall be decreased by an amount, in proportion,

as nearly as practicable, to the decrease in the payments on the Bond Mortgage Loan in such year as determined by the Trustee (in consultation with the Servicer):

Redemption Date	Principal Amount*	Redemption Date	Principal Amount*
December 1, 2013	60,000	June 1, 2030	140,000
June 1, 2014	60,000	December 1, 2030	145,000
December 1, 2014	60,000	June 1, 2031	150,000
June 1, 2015	65,000	December 1, 2031	155,000
December 1, 2015	65,000	June 1, 2032	160,000
June 1, 2016	65,000	December 1, 2032	160,000
December 1, 2016	70,000	June 1, 2033	165,000
June 1, 2017	70,000	December 1, 2033	170,000
December 1, 2017	70,000	June 1, 2034	175,000
June 1, 2018	75,000	December 1, 2034	180,000
December 1, 2018	75,000	June 1, 2035	185,000
June 1, 2019	80,000	December 1, 2035	190,000
December 1, 2019	80,000	June 1, 2036	195,000
June 1, 2020	80,000	December 1, 2036	200,000
December 1, 2020	85,000	June 1, 2037	205,000
June 1, 2021	85,000	December 1, 2037	215,000
December 1, 2021	90,000	June 1, 2038	220,000
June 1, 2022	90,000	December 1, 2038	225,000
December 1, 2022	95,000	June 1, 2039	230,000
June 1, 2023	95,000	December 1, 2039	235,000
December 1, 2023	100,000	June 1, 2040	245,000
June 1, 2024	105,000	December 1, 2040	250,000
December 1, 2024	110,000	June 1, 2041	255,000
June 1, 2025	110,000	December 1, 2041	265,000
December 1, 2025	115,000	June 1, 2042	270,000
June 1, 2026	115,000	December 1, 2042	280,000
December 1, 2026	120,000	June 1, 2043	285,000
June 1, 2027	125,000	December 1, 2043	295,000
December 1, 2027	125,000	June 1, 2044	305,000
June 1, 2029	130,000	December 1, 2044	310,000
December 1, 2029	140,000		

**Preliminary, subject to change*

Notice of Redemption

Except as provided above with respect to notice provided in connection with an Event of Default or Determination of Taxability, the Trustee, or the Bond Registrar on behalf of the Trustee, will give notice, in the name of the Issuer, of the redemption of such Bonds as provided herein. Such notice will be given by mailing by first class mail a copy of such notice, postage prepaid, not less than 30 nor more than 45 days before the redemption date, to the Owners of any Bonds or portions of Bonds to be redeemed, at their last addresses, if any, appearing upon the Bond Register, but any defect in such mailing shall not

impair any such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of Bonds; provided that notice of a redemption (other than a mandatory sinking fund redemption) shall also be mailed to the Rating Agency at its office in New York, New York (or its successor), and to the Underwriter at its principal office in Seattle, Washington (or its successor), and to such other Persons as the Issuer shall specify in writing to the Trustee, including all Persons then required by law or regulation to receive notice of such redemption.

In the event of a redemption by reason of the Trustee receiving payments on the Bond Mortgage Loan made by the Borrower without notice or prepayment penalty while under the supervision of a trustee in bankruptcy, prior notice of redemption of Bonds shall not be required if circumstances do not permit the Trustee to give such notice in accordance with the preceding paragraph.

Failure of the Trustee to mail notice of redemption to Persons other than the Owners of Bonds to be redeemed will not affect the sufficiency of the proceedings for redemption. The Trustee will be entitled to request, as an expense of the Trust Estate, receive and rely upon an opinion of counsel (which may be Bond Counsel) in determining who is required to receive such notice.

All official notices of redemption shall be dated, shall be given in accordance with the Letter of Representations if the Bonds are registered in the name of DTC or its nominee, and shall state: (i) the redemption date; (ii) the redemption price; (iii) if less than all Outstanding Bonds are to be redeemed, the identification by designation, letters, numbers or other distinguishing marks (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (iv) that on the redemption date the redemption price of each such Bond will become due and payable to the extent of funds on deposit with the Trustee for that purpose, and that interest on the principal amount of each such Bond to be redeemed shall cease to accrue on such date; (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Bond Registrar office of the Trustee; and (vi) such additional information as the Trustee or the Issuer shall deem appropriate.

A second notice of redemption will be sent by the same means as the first such notice not later than 60 days after the redemption date to any Owner who shall not have presented for payment the Bond or Bonds called for redemption within 30 days after such date.

Failure to give any official or further notice or any defect therein shall not affect the validity of the proceedings for redemption of any Bond with respect to which no such failure or defect has occurred or exists.

Selection of Bonds for Redemption

In the event of a partial redemption of Bonds, the Bonds or portions thereof to be redeemed within each maturity shall be in Authorized Denominations and shall be selected by lot or in such manner as the Trustee may determine in its discretion. The remaining principal amount of any Bond redeemed in part shall be in an Authorized Denomination.

Effect of Redemption

Notice of redemption having been given as described above, the Bonds or portions thereof designated for redemption will be due and payable on the date fixed for redemption and, unless the Issuer defaults in the payment of the principal thereof and premium, if any, and interest thereon, SUCH BONDS OR PORTIONS THEREOF WILL CEASE TO BEAR INTEREST FROM AND AFTER THE DATE FIXED FOR REDEMPTION WHETHER OR NOT SUCH BONDS ARE PRESENTED AND SURRENDERED FOR PAYMENT ON THE REDEMPTION DATE. If any Bond or portion thereof

called for redemption is not paid upon presentation and surrender thereof for redemption, such Bond or portion thereof will continue to bear interest at the rate set forth thereon until paid or until due provision is made for the payment thereof.

Rescission of Optional Redemption

With respect to optional redemption pursuant to the Indenture, if the Bond Registrar does not have Available Money in its possession on the redemption date sufficient to pay the redemption price (including interest accruing to the redemption date) of all of the Bonds to be optionally redeemed for any reason (including, but not limited to, failure to issue any refunding obligations intended for such purpose on or prior to the redemption date), then the purported optional redemption and such notice of redemption shall be rescinded, the Bonds shall not be redeemed, and the Bond Registrar shall so notify the Trustee. Such event shall not constitute an Event of Default hereunder.

In each such event, the redemption notice shall be rescinded by the Trustee sending written notice thereof to the Owners, the Rating Agency, if any, and any other parties to whom the notice of redemption was sent.

THE NOTE AND SECURITY INSTRUMENT

This summary and explanation of the Note and the Security Instrument do not purport to be comprehensive and are qualified in their entirety by reference to the Note and the Security Instrument for full and complete statements of their provisions.

The Security Instrument from the Borrower to the Lender secures the Note. The Bond Mortgage Loan, as evidenced by the Note and Security Instrument, (a) will bear interest at a rate of ____% per annum from the Remarketing Date; (d) has a final maturity of November 1, 2044 (e) is payable in equal monthly installments of principal and interest in the amount for such loan; and (f) is secured on a nonrecourse basis.

If the Borrower makes any such prepayment on the Note, the amount prepaid will be passed through to the Trustee and applied to the redemption of Bonds.

THE PROJECT AND THE BORROWER

The following has been provided solely by the Borrower. None of the Issuer, the Lender or the Underwriter, nor any of their counsel, officers or employees, make any representation as to the accuracy or sufficiency of such information.

The Borrower

The Borrower is WV Preservation Associates, LLC, a Delaware limited liability company. EP Portfolio Associates, LLC, a Delaware limited liability company (the "Managing Member"), is the managing member of the Borrower. The sole member of the Managing Member is Rural Housing Preservation Associates, LLC, a Delaware limited liability company (the "Sole Member"). The investor member of the Borrower at closing will be Wincopin Circle LLLP, a Maryland limited liability partnership ("Wincopin"). Following closing, Wincopin will be replaced by Enterprise Housing Partners XX Limited Partnership, a Maryland limited partnership (as applicable, the "Investor Member").

The Project

The Project is comprised of nine separate housing projects in three counties. Five of the project facilities are located in Berkeley County. Jefferson County and Hardy County each host two project facilities. Each of the project facilities are described below.

The Berkeley County Projects.

Cedar Green Apartments is located at 96 Abbington Court, Bunker Hill, West Virginia, and contains garden-style apartments in five separate buildings containing approximately 44 residential rental units. Twenty-four of the units are one-bedroom units of approximately 624 square feet. The remaining 20 units are two-bedroom units of approximately 744 square feet. The site is 3.67 acres and includes a nonresidential building which provides office space and laundry facilities. There is parking available for 92 vehicles.

Rumsey Terrace Apartments I is located at 70 Rumsey Terrace, Martinsburg, West Virginia, and contains garden-style apartments in six separate buildings containing approximately 44 residential rental units. Twenty-eight of the units are one-bedroom units of approximately 598 square feet. The remaining 16 units are two-bedroom units of approximately 713 square feet. The site is 3.74 acres and includes a nonresidential building which provides office space and laundry facilities. There is parking available for 98 vehicles.

Rumsey Terrace Apartments II is located at 70 Rumsey Terrace, Martinsburg, West Virginia, and contains garden-style apartments in three separate buildings containing approximately 30 residential rental units. Ten of the units are one-bedroom units of approximately 620 square feet. The remaining 20 units are two-bedroom units of approximately 735 square feet. The site is 2.26 acres. There is parking available for 46 vehicles.

Fountainhead Apartments I is located at 900 Fountainhead Lane, Martinsburg, West Virginia, and contains garden-style apartments in five separate buildings containing approximately 40 residential rental units. Twenty-four of the units are one-bedroom units of approximately 654 square feet. The remaining 16 units are two-bedroom units of approximately 729 square feet. The site is 2.94 acres and includes a nonresidential building which provides office space and laundry facilities. There is parking available for 53 vehicles.

Fountainhead Apartments II is located at 900 Fountainhead Lane, Martinsburg, West Virginia, and contains garden-style apartments in five separate buildings containing approximately 40 residential rental units. Twenty-four of the units are one-bedroom units of approximately 654 square feet. The remaining 16 units are two-bedroom units of approximately 729 square feet. The site is 2.86 acres and includes one nonresidential building which provides laundry facilities. There is parking available for 58 vehicles.

The Hardy County Projects.

Lee Street Apartments I is located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia, and contains garden-style apartments in three separate buildings containing approximately 24 one-bedroom residential rental units of approximately 612 square feet. The site is 1.684 acres. There is parking available for 39 vehicles.

Lee Street Apartments II is located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia, and contains garden-style apartments in six separate buildings containing

approximately 40 residential rental units. Thirty-two of the units are one-bedroom units of approximately 612 square feet. The remaining eight units are two-bedroom units of approximately 740 square feet. The site is 2.89 acres and includes a nonresidential building which provides a community room and laundry facilities. There is parking available for 60 vehicles.

The Jefferson County Projects.

Potomac Terrace Apartments is located at 319 Spring Street, Harpers Ferry, Jefferson County, West Virginia, and contains four separate buildings containing approximately 31 one-bedroom residential rental units of approximately 550 square feet. The site is 1.50 acres and provides parking for 42 vehicles.

Maple Green Apartments is located at 540 South Church Street, Shepherdstown, Jefferson County, West Virginia, and contains three separate buildings containing 12 two-bedroom residential rental units of approximately 679 square feet. The .64-acre site includes a non-residential building which provides laundry facilities. There is parking available for 18 vehicles.

Background

The Project is an acquisition and rehabilitation of nine existing affordable multifamily rental properties located in West Virginia (each, a "Property"). The scope of rehabilitation of the Properties consisted of substantial improvements to the facilities averaging approximately \$40,000 per unit. The rehabilitation of the Properties commenced in December, 2010 and has been fully completed. The Properties are stabilized at an occupancy factor of approximately 97.5%.

The Project was originally financed with (i) a \$9,505,000 Bond Mortgage Loan made from the proceeds of the Bonds, (ii) a \$4,495,000 Subordinate Bond Loan provided by PNC Bank (the "Subordinate Bond Loan"), (iii) \$6,032,000 of tax credit equity provided by Enterprise Community Partners (the "Tax Credit Equity") and (iv) a \$2,401,336 TCAP loan (American Recovery and Reinvestment Act) (the "TCAP Loan"). The Borrower also assumed \$8,972,471 of prior Rural Development debt which is fully subordinated to the Bonds (the "RHS Loan"). The Subordinate Bond Loan was a fully subordinated construction bridge loan facility to be repaid from the final installment of Tax Credit Equity which is scheduled to be received _____.

The Borrower is Remarketing the Bonds following a purchase in lieu of redemption pursuant to the Original Indenture. The Original Indenture contemplated a conversion of the Bond Mortgage Loan from construction phase to permanent and the delivery of a credit enhancement instrument by Freddie Mac. Certain requirements imposed by Freddie Mac in connection with conversion are inconsistent with the USDA Rural Development Rental Assistance program. Accordingly, conversion of the Bond Mortgage Loan pursuant to the Original Indenture and delivery of the Freddie Mac credit enhancement would result in significant reductions in rental subsidy payments received from Rural Development. This programmatic conflict was not anticipated at the time of original bond issuance. To avoid such negative consequences, PNC Bank as Construction Lender under the Original Indenture purchased the Bonds in lieu of Redemption and agreed to the delivery of the Amended and Restated Indenture. From the Remarketing Date, the Bonds will not benefit from any form of credit enhancement provided by PNC Bank or Freddie Mac.

Subordinate Financing

The proceeds of the Subordinate Bonds issued in 2010 were used to finance a subordinate mortgage loan on the Project in the amount of \$4,495,000 (the "Subordinate Bond Loan"). The proceeds of the Subordinate Bond Loan were used to pay a portion of the costs of acquisition and construction of the Project. The Subordinate Bond Loan is evidenced by a note and secured by a deed of trust on the Project which is fully subordinated to the Bond Mortgage Loan and the Security Instrument. The Subordinate Bond Loan bears interest at a variable rate. The Subordinate Bond Loan is pledged to the trustee for the Subordinate Bonds and payments with respect to the Subordinate Bond Loan will be the source of payment of the Subordinate Bonds. It is expected that equity installment payments with respect to the LIHTCs made by the investor member of the Borrower will be used to repay the Subordinate Bond Loan and the Subordinate Bonds. The Subordinate Bond Loan will be subordinate to the Bond Mortgage Loan and is expected to be fully repaid on _____.

The Borrower received a subordinate mortgage loan from the West Virginia Housing Development Fund ("WVHDF") in the amount of \$2,401,336.00 (the "TCAP Loan"), the proceeds of which were used to pay a portion of the acquisition, rehabilitation and equipping of the Project. The TCAP Loan was funded from funds granted to WVHDF by the United States Department of Housing and Urban Development pursuant to the Tax Credit Assistance Program established under Title XII of the American Recovery and Reinvestment Act of 2009. The TCAP Loan will bear no interest. Subject to certain provisions requiring earlier repayment, including upon the occurrence of a "Recapture Event" (as such term is defined in the documents evidencing the TCAP Loan), no payments are due thereon until maturity.

In addition, in connection with the acquisition of the Project, the Borrower assumed mortgage loans having an aggregate approximate principal balance of \$9,329,403.00 (the "RHS Loan") made to the seller of the Project by the United States Department of Agriculture Rural Housing Service ("RHS"). Such loans were made by RHS pursuant to its Section 515 Program (Section 515 of Title V of the National Housing Act of 1949, as amended) and are secured by, among other things, mortgage liens on the Project, which will be subordinate mortgages. Each of such loans has an original term of fifty (50) years which will be adjusted at the time of assumption to thirty (30) years. In addition, such loans bear interest at different interest rates which RHS, under the Section 515 Program, subsidizes by providing a monthly interest reduction payment (which the Borrower expects to continue for the remainder of the terms) so that the effective interest rate on such loans is (and will continue to be) 1% of the outstanding indebtedness. Further, the Borrower expects to be granted a deferral of all interest and principal payments otherwise due under such loans for the lesser of the remaining terms of the loans or twenty (20) years (the "deferral period") pursuant to RHS's Multi-Family Housing Revitalization Demonstration Program (authorized under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2008). All of the assumed RD debt is fully subordinate to the Bonds. Additionally, all but \$1,117,233 of the assumed RD debt is "soft" with full deferral of principal and interest payments until March 1, 2032. All such deferred interest and principal will be due and payable at the end of such deferral period. Thereafter, interest (less the aforesaid interest reduction payments) and principal payments on such loans will be payable monthly until the respective maturity dates when all accrued and unpaid interest and the outstanding principal balances will be due and payable in full.

The Tax Credits and the Regulatory Agreements

The Project will be subject to separate regulatory agreements with respect to requirements imposed in conjunction with the Bond financing, the TCAP Loan, RHS Loan and/or the allocation of low income housing tax credits (the "LIHTCs"). The Borrower has obtained approval for an allocation of so-called "4%" low income housing tax credits under Section 42 of the Code with respect to all of the

units in the Project. Pursuant to the various regulatory agreements, the Borrower will be required, among other things, to lease no less than 40% of the completed and occupied dwelling units in the Project to persons or families having incomes at or below 60% of area median gross income adjusted for family size and determined in accordance with Section 142(d) of the Code. In addition, pursuant to Section 42(g)(2) of the Code, the rents which may be charged for occupancy of such units will be limited to not more than 30% of 60% of area median income adjusted for family size, throughout the combined 30-year extended use period (as defined in the Code).

USDA Rural Development/HUD Rental Assistance

Of the 305 units in the Scattered Site property portfolio, 181 are receiving rental subsidy through the Rural Development Rental Assistance program. Rental assistance payments are received by the Borrower on a monthly basis as an offset to reductions of scheduled monthly rental rates paid by tenants. The project is currently receiving approximately \$67,700 monthly (\$812,400 annualized) in Rental Assistance payments from USDA Rural Development. Additionally, tenants in 40 units which are not covered by USDA Rental Assistance currently hold HUD Section 8 rental vouchers.

USDA Rental Assistance Program

USDA's Rural Development, through the Rural Housing Service (RHS) provides Section 521 Rental Assistance (RA) to make shelter costs affordable for Multi-Family Housing (MFH) tenants who live in either Section 515 Rural Rental Housing (RRH) or Section 514/516 Farm Labor Housing (FLH) projects financed through RHS direct loans or grants. Regulatory requirements for the MFH programs are established in 7 CFR Part 3560 and RA is provided to MFH projects in accordance with a contract written on Form RD 3560-27, and signed by the owner/borrower and RD.

Contracts are written to be funded by annual RA obligations, which provide funding for a specific number of RA units at a specific dollar amount per unit. RD is required to renew RA contracts annually as funds are depleted. RD determines the amount of funding needed to replace the RA obligation, based on average RA usage for similar projects within a State, and inflated using a standard OMB provided inflation factor.

MFH borrowers provide the benefits of RA to their tenants, by covering the difference between the required Basic rents and utilities and 30% of the tenant family's adjusted annual income. Tenants make rent payments to the owner based on 30% of their income and RD provides RA payments for the difference between the tenant's monthly payment and Basic rent and utilities. Using an automated monthly billing and payment system, RD provides borrowers with RA, first by netting RA out of loan payments due the Agency and then by providing a direct deposit cash payment to the borrower's account. RD makes RA payments using a tracking and payment system they refer to as MINC which is very similar to HUD's automated system, which HUD calls TRACS.

Unlike HUD, all RD MFH projects using RA have rents established using budgets prepared using actual project expenses rather than basing them on independently established "fair market rents." This allows RD rents to be more flexible and responsive to an individual property's expenses and debt service requirements. This flexibility allows RD to be more supportive in rural markets that traditionally have lower market rent levels.

Additionally, RD provides annual renewal obligations based on individual project RA usage. If usage is faster than projected, either because of a rent increase or a change in the tenant population, RA

replacement obligations can be put in place on an accelerated basis if needed. To assure that the renewal of expiring obligations is the first priority for all available RA funding, RD has several monitoring reports to identify when replacement contacts are needed and in place.

Property Management

The Project is managed by Arbor Management, LLC, a Delaware limited liability company, trading as "Arbor Property Management" (the "Manager"). The Manager currently manages more than 4,100 units of affordable housing located in Delaware, Maryland, New York, New Jersey, Connecticut, Ohio, Virginia, West Virginia and Pennsylvania.

General

There is no litigation pending against the Borrower or affecting the Project or the ability of the Borrower to own, finance, and operate the Project in the manner contemplated by the Loan Agreement and this Remarketing Statement.

Due to the inherent uncertainty of future events and conditions, including, without limitation, general interest rate levels, no assurance can be given that revenues generated by the Project will be sufficient to pay debt service on the Bond Mortgage Loan and subordinate loans on the Project, operating expenses of the Project, and certain fees payable with respect to the Bond Mortgage Loan or the subordinate loans on the Project. The ability of the Borrower to generate sufficient revenues will be affected by a variety of factors including, but not limited to, the achievement and maintenance of a sufficient level of occupancy, the level of rents prevailing in the market, the ability to achieve increases in rents to cover increased debt service and operating expenses, the level of operating expenses, project management, adverse changes in applicable laws and regulations, and general economic conditions. Adverse changes may occur from time to time with respect to any of these factors which may have a negative impact on the occupancy level and rental income of the Project and on the Borrower's ability to pay amounts due and owing under the Bond Mortgage Loan Documents.

Limited Recourse to Borrower

The Borrower and its members will not be personally liable for payments on the Note, the payments on which are to be applied to pay the principal of and interest on the Bonds. Furthermore, no representation is made that the Borrower will have substantial funds available for the Project. Accordingly, neither the Borrower's financial statements nor those of its members and managers are included in this Official Statement.

THE TRUSTEE

The Issuer has appointed United Bank, Inc., to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture and Bond Documents. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Remarketing Statement and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Remarketing Statement or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the Issuer of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the Issuer or Borrower. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation,

and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the Project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

RISKS TO THE BONDHOLDERS

Prospective purchasers of the Bonds should consider carefully all possible factors which may affect both the operations and revenues of the Project and consequently create the possibility that the Bonds may be redeemed prior to maturity or that the interest on and principal of the Bonds might bear taxable interest from their date of issuance. The following list of possible factors, while not setting forth all the factors which must be considered, contains some of the factors which should be considered prior to purchasing Bonds:

Security for Bonds. The Bonds are special, limited obligations of the Issuer. The Bonds will be secured by and payable only from money held under the Indenture for the benefit of the Bonds and investment earnings thereon (other than amounts, if any, held in the Rebate Fund and the Costs of Issuance Fund).

Early Redemption Without Premium. Purchasers of Bonds, including those who purchase Bonds at a price in excess of their principal amount or who hold such a Bond which is trading at a price in excess of par, should consider the fact that the Bonds are subject to redemption at a price equal to their principal amount plus accrued interest in the event such Bonds are redeemed prior to maturity. See "REDEMPTION OF BONDS—Mandatory Redemption."

Economic Feasibility. The economic feasibility of the Project depends on large part upon it being substantially occupied at projected rent levels. The Borrower is required to maintain the Project as a "project for residential rental property" as defined in the Internal Revenue Code of 1986, as amended (the "1986 Code") and rental and occupancy restriction under several agreements described herein. See "THE PROJECT AND THE BORROWER" herein. There can be no assurance that in the future the Borrower will be able to rent units at rentals which will enable them to make timely payments on the Note.

Violation of Regulatory Agreements. The Regulatory Agreement imposes income restrictions on tenants and rent restrictions on the Borrower. The consequences of a violation of these covenants by the Borrower include: (i) foreclosure of the Project, (ii) loss of tax credits-requiring repayment of the tax credit equity investment, (iii) taxability of the interest on the Bonds, (iv) injunctive relief and (v) damages. Any of these consequences could adversely affect the repayment of the Bonds.

Secondary Market Prices. The Underwriter will not be obligated to repurchase any of the Bonds, and no representation is made concerning the existence of any secondary market for the Bonds. No assurance can be given that any secondary market will develop following the completion of the offering of the Bonds, and no assurance can be given that the initial offering prices for the Bonds will continue for any period of time.

Competing Facilities. The Issuer and the Borrower and persons who may be affiliated with each may finance, develop, construct, and operate other facilities that could compete with the Project for tenants. Any competing facilities, if so constructed, could adversely affect occupancy and revenues of the Project.

Investments. Scheduled payments on the Bond Mortgage Loan will be received and deposited by the Trustee in the Bond Fund on a monthly basis. Scheduled payments on the Bonds are made semiannually. Amounts held in the Bond Fund will be invested in Permitted Investments until such funds are needed to pay principal of and interest on the Bonds. The Bonds have been structured based on the assumption that amounts in the Bond Fund are invested at 0% per annum.

Enforceability of Remedies. The remedies available to the Trustee, the Issuer and the Owners of the Bonds upon an event of default under the Loan Agreement, the Indenture or the other Project documents are in many respects dependent upon judicial actions which are often subject to discretion and delay. The various legal opinions to be delivered in connection with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by principles of equity and by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the rights of creditors generally.

FINANCING DOCUMENTS

In connection with the Bond Mortgage Loan, the Borrower has executed, among other things, (a) the Loan Agreement with the Issuer, the Trustee and the Lender; (b) the Note; (c) the Security Instrument, and (d) the Regulatory Agreement with the Issuer and the Trustee. The Issuer will execute the Indenture with the Trustee. The Trustee will have no interest in the Note. See "THE NOTE AND THE SECURITY INSTRUMENT" and "APPENDIX A—FORMS OF THE PRINCIPAL DOCUMENTS" for a brief summary of certain provisions of these documents; such summary does not purport to be complete and reference is made to the actual documents available from the Trustee for a complete statement of their provisions.

TAX MATTERS [TO BE UPDATED]

In the opinion of Bond Counsel, based on existing laws, regulations, rulings, court decisions and assuming, among other matters, compliance with certain covenants and agreements which are intended to ensure compliance with the applicable provisions of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Bonds is excludable from gross income for federal income tax purposes. Additionally, Bond Counsel is of the opinion that interest on the Bonds is not a specific preference item or included in adjusted current earnings for purposes of the individual and corporate federal alternative minimum taxes. No opinion is expressed regarding other federal tax consequences arising with respect to the Bonds. No opinion is expressed as to the exclusion from gross income of interest on any Bond for any period for which such Bond is held by a person who is a "substantial user" of the facilities financed from proceeds of the Bonds or a "related person" thereof within the meaning of Section 147(a) of the Code.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The Issuer has covenanted to comply with certain restrictions designed to assure that interest on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with these covenants may result in interest on the Bonds being included in federal gross income, possibly from the date of issuance of the Bonds. The opinion of Bond Counsel assumes compliance with these covenants and agreements. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may affect the tax status of interest on the Bonds. The Issuer is not obligated to redeem or increase the interest rate on the Bonds if interest on the Bonds becomes includible in federal gross income.

In addition, Section 148 of the Code sets forth, as a condition to the exclusion of interest from gross income for federal income tax purposes on governmental obligations, such as the Bonds, certain

restrictions regarding the investment of the "gross proceeds" of such obligations. These "arbitrage" provisions set forth limitations on the yield of investments acquired with "gross proceeds" of the Bonds, and also provide for periodic rebate of specified portions of the arbitrage profit derived from such investments. Failure to comply with such requirements at any time could retroactively affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. The Issuer has covenanted to comply with the ongoing requirements of Section 148 of the Code, including requirements regarding, among other things, limitations on investment of the Bond proceeds and rebate to the federal government, which covenants, if complied with, will satisfy Section 148 of the Code.

The Bonds are subject to the requirements of Section 142 of the Code. Under Section 142(d), bond proceeds may be expended only to finance a "qualified residential rental project." The Code provides that a development is a "qualified residential rental project" only if, at all times during the "Qualified Project Period," the development satisfies one of two alternative set-aside requirements. Under these set-aside requirements, the Issuer must elect that either (i) 40% or more of the residential units in the development must be occupied by individuals whose income is 60% or less of area median gross income (the "40% set-aside requirement"), or (ii) 20% or more of the residential units in the development must be occupied by individuals whose income is 50% or less of area median gross income (the "20% set-aside requirement"). The Code requires that the income of individuals and area median gross income must be determined by the Secretary of the Treasury in a manner consistent with determinations of lower-income families and area median gross income under Section 8 of the United States Housing Act of 1937, as amended. These income determinations are required to include adjustments for family size. Under the 20% set-aside requirement, the adjustments become 50% (and higher for larger families), 45%, 40% and 35% for families with four, three, two and individuals, respectively. Under the 40% set-aside requirement, the adjustments become 60% (and higher for larger families), 54%, 48%, and 42% for families of four, three, two and individuals, respectively.

The "Qualified Project Period" under the Code is defined as that period, beginning on the first day on which at least 10% of the residential units in a development are occupied following issuance of the bonds, and ending on the later of (a) the date which is 15 years after the date on which at least 50% of the residential units in the development are first occupied, (b) the first day on which no tax-exempt bond issued with respect to the development is outstanding, or (c) the date on which any assistance provided with respect to the development under Section 8 of the United States Housing Act of 1937 terminates. In addition, the Code requires that the determination of income be made both on the date the tenant first occupies a unit in the development and on a continuing basis. Increases in a tenant's income of up to 140% of the applicable limit (adjusted for family size) will not result in disqualification. In the event that a tenant's income, as of the most recent determination, increases to a level of more than 140% of the applicable limit (or if a tenant's family size decreases so that a lower maximum income applies to the tenant), such tenant shall be treated as exceeding the applicable income limit if, after such determination, but before the next determination, the next vacant residential unit of comparable or smaller size in the development that is rented is occupied by a new resident whose income exceeds the applicable income limit. A more liberal application of this rule is allowed in the case of certain "deep rent skewed projects," which is not expected to be applicable in the case of the Bonds. The Treasury Regulations that are applicable to the Project financed with the proceeds of the Bonds provide that failure to satisfy the low income occupancy requirements on a continuing basis, unless corrected within a reasonable period of not less than 60 days after such noncompliance is first discovered or should have been discovered, will cause the loss of tax-exempt status of the Bonds as of the date of issuance of the Bonds. In addition, the mortgagor will lose the interest deduction on the Mortgage Loan during the period beginning the first day of the taxable year in which failure to satisfy the set-aside requirement occurs and ending on the date the failure is cured.

The owner of the Project financed with the proceeds of the Bonds has covenanted to the Issuer to satisfy the respective low income occupancy requirements that are applicable to such Project.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Bondholder's federal income tax liability. The nature and extent of these other tax consequences depend upon the Bondholder's particular tax status and the Bondholder's other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Bonds, particularly purchasers that are corporations (including S corporations and United States branches of foreign corporations), property and casualty insurance companies, banks, thrifts or other financial institutions or recipients of Social Security or Railroad Retirement benefits, are advised to consult their tax advisors as to the tax consequences of purchasing or holding the Bonds.

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation. In addition, there can be no assurance that legislation, regulatory initiatives or litigation that would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes will not be introduced, enacted, announced, proposed, threatened or commenced after the issuance and delivery of the Bonds. Under such circumstances, the Issuer has no obligation to redeem or to increase the rate of interest paid on the Bonds. Each purchaser of the Bonds should consult his or her own tax advisor regarding any changes in the status of pending proposed federal tax legislation.

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made after March 31, 2007 to any bondholder who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. This reporting requirement does not in and of itself affect or alter the excludability of interest on the Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

In the opinion of Bond Counsel, except as set forth below, interest on the Bonds, their transfer, and the income therefrom, including any profit made on the sale thereof, are free from taxation of every kind by the State of West Virginia, and by the municipalities and all other political subdivisions of the State under existing law, except that no opinion is expressed as to such exemption from West Virginia franchise taxes or estate or inheritance taxes.

Interest on the Bonds may be subject to state or local income taxes in jurisdictions other than the State of West Virginia under applicable state or local tax laws. Each purchaser of the Bonds should consult his or her own tax advisor with regard to the taxable status of the Bonds.

LITIGATION

The Borrower

There is no material action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body for which service of process has been effected on the Borrower or, to the knowledge of the Borrower, threatened against or affecting the Borrower, or to its knowledge, any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Remarketing Statement, the exclusion of interest on the Bonds from the gross income for federal income tax purposes of the owners of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Loan Agreement, the Regulatory Agreement, the Note or any other agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the transactions contemplated by this Remarketing Statement.

The Issuer

There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body for which service of process has been effected on the Issuer or, to the knowledge of the Issuer, threatened against or affecting the Issuer, or to its knowledge, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Remarketing Statement, the validity or enforceability of the Bonds, the exclusion of interest on the Bonds from the gross income of the owners of the Bonds for federal income tax purposes or the validity or enforceability of the Bonds, the Indenture, the Loan Agreement, the Regulatory Agreement, the Note or any other agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the transactions contemplated by this Remarketing Statement.

CERTAIN LEGAL MATTERS

Legal matters incident to the authorization, reissuance and delivery of the Bonds are subject to the approving opinion of Bond Counsel. Bond Counsel expects to deliver an opinion at the time of remarketing of the Bonds substantially in the form set forth in Appendix B hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Remarketing Statement.

Certain legal matters will be passed upon for the Borrower by _____. Fees and expenses of certain of the above-mentioned counsel are contingent upon issuance of the Bonds

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the State of West Virginia, the United States of America and bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions on the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

The remedies available to the bondholders upon a default under the Indenture or Loan Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the federal bankruptcy code), the remedies provided in the Indenture and the Loan Agreement may not be readily available or may be limited.

CONTINUING DISCLOSURE

It has been determined that no financial or operating data concerning the Issuer is material to any decision to purchase, hold or sell the Bonds, and the Issuer will not provide any such information. The Borrower has undertaken all responsibilities for any continuing disclosure to Bondholders as described below, and the Issuer shall have no liability to Bondholders or any other person with respect to such disclosures.

The Borrower has entered into a continuing disclosure agreement (the "Disclosure Agreement"), a form of which is attached as *Appendix C*, with the Trustee for the benefit of the holders and beneficial owners of the Bonds. Under the Disclosure Agreement, the Borrower will be obligated, while any Series Bonds remain outstanding, to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Electronic Municipal Market Access ("EMMA") system of the Municipal Securities Rulemaking Board. Information filed with EMMA may be obtained at www.emma.msrb.org.

The Borrower has never failed to comply in all material respects with any previous undertakings to provide annual reports or notices of material events.

In the event of any failure of the Borrower to provide the required continuing disclosure, any Bondholder may bring an action seeking specific performance of the Borrower's obligations to provide continuing disclosure. No assurance can be given as to the outcome of any such proceeding.

Failure by the Borrower to comply with the continuing disclosure obligations in the Continuing Disclosure Agreement will not be an "Event of Default" under the Security Instrument, the Loan Agreement, the Indenture or under any other Bond Document, and the sole and exclusive remedy for such failure shall be an action brought by or on behalf of the holders of the Bonds to compel specific performance of the Borrower's continuing disclosure obligations, as described above.

MISCELLANEOUS

All of the summaries or descriptions of provisions of the Indenture, the Loan Agreement and other documents are made subject to all of the provisions of law and such documents and these summaries do not purport to be complete statements of such provisions. Reference is hereby made to such documents for further information in connection therewith. Copies of the aforementioned documents may be obtained from the Trustee.

The agreements of the Issuer with the Bondowners are fully set forth in the Indenture. This Remarketing Statement is not to be construed as a contract with the purchasers of the Bonds. Any statements herein involving matters of opinion or estimates, whether or not expressly so stated, are intended merely as such and not as representations of fact. This Remarketing Statement has been approved by the Issuer and Borrower.

[Remainder of Page Intentionally Left Blank]

[Issuer's Signature Page to Remarketing Statement]

The execution and delivery of this Official Statement have been duly authorized by the Issuer.

Berkeley County, Hardy County and Jefferson
County, West Virginia, acting together pursuant to a
Joint Issuer Agreement

By _____
President of the Berkeley County Commission

[Borrower's Signature Page to Remarketing Statement]

APPENDIX A
FORMS OF THE PRINCIPAL DOCUMENTS

THE INDENTURE

THE LOAN AGREEMENT

THE REGULATORY AGREEMENT

APPENDIX B

FORM OF ORIGINAL OPINION OF BOND COUNSEL

FORM OF NO ADVERSE EFFECT OPINION

\

APPENDIX C

FORM OF CONTINUING DISCLOSURE AGREEMENT

**JOINT ISSUERS AGREEMENT
BY AND AMONG
BERKELEY COUNTY, WEST VIRGINIA,
HARDY COUNTY, WEST VIRGINIA
AND
JEFFERSON COUNTY, WEST VIRGINIA**

THIS JOINT ISSUERS AGREEMENT, entered into and effective upon passage by and among the Counties of Berkeley, Hardy and Jefferson, West Virginia, each a political subdivision of the State of West Virginia, acting by and through their respective County Commission, desire to issue bonds jointly with each other (collectively the "Joint Issuers") as herein provided.

WITNESSETH:

WHEREAS, the Joint Issuers are governmental bodies acting by and through their respective County Commission (collectively the "Governing Bodies"), empowered and authorized pursuant to the Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C, of the Code of West Virginia, 1931, as amended (the "Act"), separately or jointly, as they, and each of them determine, to finance the acquisition and improvement of nine (9) projects as requested by WV Preservation Associates, LLC (the "Borrower") to issue revenue bonds to assist in the financing of: (1) the acquisition, development, construction, rehabilitation, renovation and equipping by the Company of a residential project comprised of (A) 5 multifamily housing projects (each more fully described herein) located in Berkeley County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Cedar Green Apartments comprised of garden style apartments in 5 separate buildings containing approximately 44 residential rental units located at 96 Abbington Court, Bunker Hill, Berkeley County, West Virginia (the "Cedar Green Facilities") and the rehabilitation, construction and equipping of the Cedar Green Facilities (the "Cedar Green Project"); (ii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments I comprised of garden style apartments in 6 separate buildings containing approximately 44 residential rental units located at 70 Rumsey Terrace, Martinsburg, Berkeley County, West Virginia (the "Rumsey I Facilities") and the rehabilitation, construction and equipping of the Rumsey I Facilities (the "Rumsey I Project"); (iii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments II comprised of garden style apartments in 3 separate buildings containing approximately 30 residential rental units located at 70 Rumsey Terrace, Martinsburg, Berkeley County, West Virginia (the "Rumsey II Facilities") and the rehabilitation, construction and equipping of the Rumsey II Facilities (the "Rumsey II Project"); (iv) the acquisition of the real and personal property currently known as the Fountainhead Apartments I comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane, Martinsburg, Berkeley County, West Virginia (the "Fountainhead I Facilities") and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the "Fountainhead I Project"); and (v) the acquisition of the real and personal property currently known as the Fountainhead Apartments II comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane,

Martinsburg, Berkeley County, West Virginia (the "Fountainhead II Facilities) and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the "Fountainhead I Project" and together with the Cedar Green Project, the Rumsey I Project, the Rumsey II Project, and the Fountainhead I Project, the "Berkeley County Project"), (B) 2 multifamily housing projects (each more fully described herein) located in Jefferson County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Potomac Terrace Apartments comprised of garden style apartments in 4 separate buildings containing approximately 31 residential rental units located at 319 Spring Street, Harpers Ferry, Jefferson County, West Virginia (the "Potomac Terrace Facilities) and the rehabilitation, construction and equipping of the Potomac Terrace Facilities (the "Potomac Terrace Project"); (ii) the acquisition of the real and personal property currently known as the Maple Green Apartments comprised of garden style apartments in 3 separate buildings containing approximately 12 residential rental units located at 540 South Church Street, Shepherdstown, Jefferson County, West Virginia (the "Maple Green Facilities) and the rehabilitation, construction and equipping of the Maple Green Facilities (the "Maple Green Project" and together with the Potomac Terrace Project, the "Jefferson County Project), and (C) 2 multifamily housing projects (each more fully described herein) located in Hardy County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Lee Street Apartments I comprised of garden style apartments in 3 separate buildings containing approximately 24 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the "Lee Street I Facilities) and the rehabilitation, construction and equipping of the Lee Street I Facilities (the "Lee Street I Project"); (ii) the acquisition of the real and personal property currently known as the Lee Street Apartments II comprised of garden style apartments in 6 separate buildings containing approximately 40 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the "Lee Street II Facilities) and the rehabilitation, construction and equipping of the Lee Street II Facilities (the "Lee Street II Project" and together with the Lee Street I Project, the "Hardy County Project), and (2) the costs associated with the issuance of the Bonds. It is anticipated that the Company will own each of the Berkeley County Project, the Jefferson County Project and the Hardy County Project; and

WHEREAS, the Series 2010 Bonds will be special obligations of the Issuer and will not constitute a debt or a pledge of the faith and credit or the taxing power of the Issuer, the State of West Virginia or any political subdivision thereof; and

WHEREAS, each of the Issuers has previously passed an "Inducement Resolution and Declaration of Official Intent Relating to the Issuance of Commercial Development Revenue Bonds for the Purpose of Financing all or a Portion of the Costs of the Acquisition, Renovation, Improvement and Equipping of Affordable Housing" in an amount not to exceed the aggregate principal amount of \$20,500,000; and

WHEREAS, by Resolution of even date hereof the Issuers and each of them have adopted a Resolution authorizing the issuance of the Bonds in an aggregate principal amount not to exceed \$20,500,000; and

WHEREAS, the Joint Issuers, in the furtherance of such resolutions are entering into this Joint Agreement to jointly issue its revenue bonds, the proceeds of which would be used to provide funds to make loans to enable the Borrower to undertake the acquisition,

development, construction, rehabilitation, renovation and equipping of the Projects within the Counties in which the Joint Issuers may act; and

WHEREAS, the investment banking firm of D.A. Davidson & Company, (the "Underwriter") has advised the Joint Issuers that subject to the continuation of suitable market and related conditions, if the Joint Issuers will agree to issue Bonds through the joint exercise of the rights, powers, authority and duties conferred thereon by the Act, (the "Joint Bonds") the Underwriter is willing to undertake the offering of such Joint Bonds and the development of related structuring of such offerings as is necessary for the security and payment of the Bonds and the making of the loans to the Borrower for the Projects situate within such counties from the proceeds thereof.

NOW, THEREFORE, the parties hereto do hereby mutually covenant and agree as follows:

1) Joint Issuers agree to jointly exercise all the rights, powers, authority and duties conferred by the Act with respect to the issuance of Commercial Development Revenue Bond (WV Scatter Site Project) Series 2010 and Commercial Development Revenue Bonds - Subordinate Series 2010, such Joint Bonds in an amount not to exceed the aggregate principal amount of \$20,500,000, with the proceeds of the Joint Bonds after the payment of expenses of issuance and the establishment of any required reserves, to be made available to Borrower in furtherance of the Projects in the respective counties in which the Joint Issuers, may make such loans.

2) Each of the parties further agrees that (a) if the other events contemplated hereby which would provide a source of reimbursement thereof do not take place, the Borrower agrees that it will reimburse the Joint Issuers for or pay all reasonable and necessary direct out-of-pocket expenses, if any, which the Joint Issuers may incur at the Borrowers' request arising from the execution and delivery of this Agreement and the performance by the Joint Issuers of its obligations thereunder, and, (b) the provisions of this Agreement are not intended to, and shall not be construed to, either (i) obligate any funds or monies of the Joint Issuers, or any of them, derived from any source whatsoever other than the proceeds from the issuance of the Joint Bonds, or any other monies arising from the loans made from the proceeds thereof, the investment of any reserves therefrom, or otherwise from the financing of the Projects, or (ii) create any personal liability of any officer, Commissioner, member or employee of any of the Joint Issuers.

3) The Joint Issuers hereby jointly and severally reaffirm the appointment of Bowles Rice McDavid Graff & Love LLP, Charleston, West Virginia, to act as Bond Counsel in all matters relating to this Joint Revenue Bond Issue.

4) The Joint Issuers hereby authorize the Presidents of the County Commissions to execute documents and a President of one of the Joint Issuers to execute the bond documents and bonds on behalf of the Joint Issuers in respect to the final delivery of the Joint Bonds.

5) This Agreement shall terminate on the first anniversary thereof, unless the Joint Bonds are issued, and then this Agreement shall not terminate until the payment of the last of the Joint Bonds.

6) This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, only the parties hereto and their respective successors.

7) This Agreement shall be executed in several counterparts, any of which shall be regarded for all purposes as an original.

[SIGNATURE PAGES FOLLOW]

Berkeley County, West Virginia

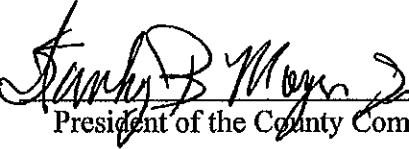
By: Ronald R. Collins
President of the County Commission

ATTEST:

By: John D. Small
Clerk of the County Commission

[Berkeley County Signature Page to Joint Issuers Agreement]

Hardy County, West Virginia

By: 
President of the County Commission

ATTEST:

By: 
Clerk of the County Commission

[Hardy County Signature Page to Joint Issuers Agreement]

By: Lynne W. W. W. W.
President of the County Commission

By: [Signature]
Clerk of the County Commission

3309360.1

[This Page Intentionally Left Blank.]

AMENDED AND RESTATED TRUST INDENTURE

**BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON COUNTY,
WEST VIRGINIA, AS JOINT ISSUERS
and**

**UNITED BANK, INC.,
A WEST VIRGINIA BANKING CORPORATION
AS TRUSTEE**

Relating to

**\$9,505,000
BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON COUNTY,
WEST VIRGINIA, AS JOINT ISSUERS
COMMERCIAL DEVELOPMENT REVENUE BONDS
(SCATTERED SITE PROJECT) SERIES 2010**

Dated as of January 1, 2013

TABLE OF CONTENTS

Page

ARTICLE I DEFINITION OF TERMS

Section 1.01.	Definitions.....	3
Section 1.02.	Construction	18

ARTICLE II SOURCE OF PAYMENTS, GENERAL TERMS AND PROVISIONS OF THE BONDS

Section 2.01.	Source of Payment.	19
Section 2.02.	Medium and Place of Payment.....	20
Section 2.03.	Execution, Authentication, Retirement	20
Section 2.04.	Form of Bonds.....	20
Section 2.05.	Ownership	21
Section 2.06.	Registration and Transfer.....	21
Section 2.07.	Cancellation.....	22
Section 2.08.	Replacement Bonds.....	22
Section 2.09.	Completion of Bond Form	22
Section 2.10.	Transfer Restrictions	23
Section 2.11.	Book-entry Only System of Registration.....	23

ARTICLE III AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01.	Exclusive Provisions and Limitation on Further Liens.....	25
Section 3.02.	Bonds.....	25
Section 3.03.	Preconditions to Authentication and Delivery of Bonds.....	26

ARTICLE IV BOND REDEMPTION PROVISIONS

Section 4.01.	Sinking Fund Redemption.....	27
Section 4.02.	Optional Redemption	27
Section 4.03.	[Reserved]	27
Section 4.04.	Extraordinary or Special Mandatory Redemption.	27
Section 4.05.	Mandatory Redemption Resulting From Event of Default or Determination of Taxability.....	28
Section 4.06.	[Reserved].	29

Section 4.07.	Notice of Redemption	29
Section 4.08.	Selection of Bonds To Be Redeemed.....	30
Section 4.09.	Purchase in Lieu of Redemption	30

ARTICLE V PAYMENT OF BONDS; FUNDS AND ACCOUNTS

Section 5.01.	Funds and Accounts	30
Section 5.02.	Bond Fund.	30
Section 5.03.	Interest Account	32
Section 5.04.	Principal Account.....	32
Section 5.05.	Administrative Expenses Account	33
Section 5.06.	[Reserved].	33
Section 5.07.	Redemption Fund	33
Section 5.08.	Temporary Funds and Accounts	34
Section 5.09.	Moneys Held for Particular Bonds; Nonpresentment of Bonds.....	34
Section 5.10.	Rebate Fund.....	34
Section 5.11.	[Reserved].	35
Section 5.12.	Release of Funds Upon Payment of Bonds.....	35
Section 5.13.	Escrow Fund.....	35
Section 5.14.	Operating Reserve Fund.....	35

ARTICLE VI DEPOSIT OF BOND PROCEEDS

Section 6.01.	Deposits.....	35
Section 6.02.	[Reserved].	35
Section 6.03.	Requisitions.....	36
Section 6.04.	Insurance and Condemnation Proceeds Fund.	36
Section 6.05.	Moneys Held in Trust; Investment of Moneys.	38
Section 6.06.	Investment Earnings.....	38
Section 6.07.	Tax Covenants.....	39

ARTICLE VII SPECIAL COVENANTS

Section 7.01.	Enforcement of Obligations	40
Section 7.02.	Amendments to Agreement; Assignments	41
Section 7.03.	Further Instruments and Actions.....	41
Section 7.04.	Financial Statements	41
Section 7.05.	Debt Service Coverage Ratio.	41

ARTICLE VIII DEFAULTS AND REMEDIES

Section 8.01.	Events of Default.....	41
Section 8.02.	Rescission of Event of Default.....	42
Section 8.03.	Remedies.	43

Section 8.04.	Occurrence of Event of Default	44
Section 8.05.	Application of Funds.....	45
Section 8.06.	Effect of Discontinuance of Proceedings	47
Section 8.07.	Control of Proceedings by Owners; Limitation on Exercise by Issuer and Trustee	47
Section 8.08.	Restrictions Upon Action by Individual Owners	47
Section 8.09.	Actions by Trustee	48
Section 8.10.	No Remedy Exclusive.....	48
Section 8.11.	Delay Not a Waiver.....	48
Section 8.12.	Notice of Event of Default	48
Section 8.13.	Trustee May File Proofs of Claim.....	49
Section 8.14.	Cure by Investor Limited Partner.....	49

ARTICLE IX THE TRUSTEE, REGISTRAR AND PAYING AGENT

Section 9.01.	Acceptance of Trusts.....	50
Section 9.02.	Responsibilities of Trustee	50
Section 9.03.	Performance Through Attorneys, Agents, Receivers or Employees	51
Section 9.04.	Fees, Expenses, Charges and Other Disbursements.....	51
Section 9.05.	Obligation To Take Action	51
Section 9.06.	Reliance by Trustee.....	52
Section 9.07.	Monthly Statement From Trustee	52
Section 9.08.	Notice of Event of Default	52
Section 9.09.	Trustee May Own Bonds.....	53
Section 9.10.	Resignation by Trustee.....	53
Section 9.11.	Removal of Trustee	53
Section 9.12.	Appointment of Successor Trustee in the Event of Removal.	53
Section 9.13.	Qualifications of Successor Trustee	54
Section 9.14.	Concerning Successor Trustee	54
Section 9.15.	Merger of Trustee.....	54
Section 9.16.	Intervention by Trustee	54
Section 9.17.	Duties Determined Solely by Indenture and Agreement	55
Section 9.18.	Paying Agent	55
Section 9.19.	Repair, Replacement or Reconstruction of Project	55
Section 9.20.	Powers May Be Vested in Separate or Co-Trustee.....	55
Section 9.21.	Access to Books and Records of the Trustee	56
Section 9.22.	Assignment of Rights of Action.....	56
Section 9.23.	Registrar	56

ARTICLE X INSTRUMENTS EXECUTED BY OWNERS

Section 10.01.	Proof of Ownership	57
Section 10.02.	Effect of Execution.....	57

ARTICLE XI MODIFICATION OF INDENTURE AND AGREEMENT

Section 11.01.	Modification.....	57
Section 11.02.	Supplemental Indenture.....	57
Section 11.03.	Consent of Owners.....	58
Section 11.04.	Effect of Supplemental Indenture	59
Section 11.05.	Consent of the Borrower	59
Section 11.06.	Consent to Modifications of Loan Documents	59
Section 11.07.	Notice and Approval by Owners.....	60
Section 11.08.	Discretion of Trustee To Execute Supplemental Indenture	60
Section 11.09.	Amendments, etc., to Loan Documents Not Requiring Consent of Owners	60

ARTICLE XII DISCHARGE OF INDENTURE

Section 12.01.	Cessation of Interest of Owners.....	60
Section 12.02.	Trustee's Rights Reserved.....	62

ARTICLE XIII MISCELLANEOUS

Section 13.01.	Successors of the Issuer.....	62
Section 13.02.	Purpose; Exclusive Benefit	62
Section 13.03.	Severability.....	62
Section 13.04.	Limitation of Liability of the Issuer and Its Directors, Officers, Employees and Agents.....	62
Section 13.05.	Governing Law.....	64
Section 13.06.	Notices.....	64
Section 13.07.	Payments Due on Saturday, Sunday and Holidays	65
Section 13.08.	Interest Not To Exceed Maximum Interest Rate.....	65
Section 13.09.	Electronic Transactions.....	65
Section 13.10.	Survival of Certain Provisions	65
Section 13.11.	Captions.....	66
Section 13.12.	Counterparts	66
Section 13.13.	Tax Credit Rider.....	Error! Bookmark not defined.

EXHIBIT A	FORM OF BONDS
EXHIBIT B	SINKING FUND SCHEDULES
EXHIBIT C	FORM OF DEMAND ON RD
EXHIBIT D	FORM OF BORROWER DEMAND
EXHIBIT E-1	FORM OF INVESTOR LETTER (NON-CUSTODIAL INVESTOR)
EXHIBIT E-2	FORM OF INVESTOR LETTER (CUSTODIAL INVESTOR)
EXHIBIT F	PROJECT LEGAL DESCRIPTIONS

AMENDED AND RESTATED TRUST INDENTURE

THIS AMENDED AND RESTATED TRUST INDENTURE (this “**Indenture**”), is made and entered into as of January 1, 2013, by and among **BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON COUNTY, WEST VIRGINIA** acting together pursuant to a Joint Issuer Agreement (together, the “**Issuer**”), each a body corporate and politic organized and existing under the laws of the State of West Virginia (the “**State**”), and **UNITED BANK, INC.**, a West Virginia banking corporation duly organized and existing under the laws of the State of West Virginia and authorized to accept and execute trusts of the character herein set out, having a corporate trust office in Charleston, West Virginia, as trustee (“**Trustee**”). Upon execution and delivery hereof by the parties hereto and the mandatory purchase of the Series 2010 Bonds (as defined herein) in accordance with Section 3.01(b)(x) of the Original Indenture (as defined herein), all as described in the following recitals, this Amended and Restated Trust Indenture shall amend and restate in its entirety the Original Indenture and be deemed effective as of January 1, 2013 notwithstanding the actual date of execution and delivery hereof; thereafter, the Original Indenture shall be of no further force or effect.

Capitalized terms are defined in Section 1.01 of this Agreement.

RECITALS

A. Pursuant to Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C, of the Code of West Virginia of 1931, as amended (the “**Act**”) and a Trust Indenture dated December 1, 2010, between the Issuer and the Trustee (the “**Original Indenture**”), the Issuer previously issued its Commercial Development Revenue Bonds (Scattered Site Project) Series 2010 (the “**Series 2010 Bonds**”) in the original aggregate principal amount of \$9,505,000 to provide for the financing of a scattered site multifamily rental housing development comprised of 5 separate projects located in Berkeley County (as more fully described herein, the “**Berkeley County Project**”), 2 separate projects located in Jefferson County (as more fully described herein, the “**Jefferson County Project**”) and 2 separate projects located in Hardy County (as more fully described herein, the “**Hardy County Project**” and together with the Berkeley County Project and the Jefferson County Project, the “**Project**”).

B. Pursuant to a Financing Agreement dated as of December 1, 2010 (the “**Original Financing Agreement**”) among the Issuer, WV Preservation Associates, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the “**Borrower**”), and the Trustee, the Issuer used the proceeds derived from the sale of Bonds to make a mortgage loan in the aggregate principal amount of \$9,505,000 (the “**Bond Mortgage Loan**”) to the Borrower in connection with the Project.

C. The Borrower agreed to and did thereafter use the proceeds of the Bond Mortgage Loan to finance the acquisition, construction, rehabilitation and equipping of the Project and to pay certain costs of issuance of the Bonds.

D. The Borrower’s repayment obligations in respect of the Bond Mortgage Loan were evidenced by a Bond Mortgage Note dated the Delivery Date of the Bonds (together with all riders and addenda thereto, the “**Original Bond Mortgage Note**”) delivered to the Issuer, which Bond Mortgage Note was endorsed by the Issuer to the Trustee.

E. The Series 2010 Bonds have been purchased by the Construction Phase Credit Facility Provider in accordance with the Original Indenture and on January , 2013 (the "Remarketing Date") the Bonds will be subject to remarketing pursuant to this Amended and Restated Trust Indenture.

F. The Issuer and the Trustee have entered into this Amended and Restated Trust Indenture in accordance with the provisions of Section 8.03 of the Original Indenture.

G. On the Remarketing Date, the Original Bond Mortgage Note will be replaced with an Amended and Restated Bond Mortgage Note (the "Note") evidencing the obligations of the Borrower to make certain payments to the Trustee in respect of the Bond Mortgage Loan.

H. On the Remarketing Date, the Original Financing Agreement will be replaced with an Amended and Restated Financing Agreement (the "Loan Agreement").

NOW, THEREFORE, the Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the holders and owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, pledge and assign a security interest, unto the Trustee, and its successors in trust and its and their assigns in and to the following (said property being herein referred to as the "**Trust Estate**"), to wit:

GRANTING CLAUSES

CLAUSE A

All moneys in and investments of all funds created in this Indenture (other than the Rebate Fund, and the Administrative Expenses Account, all of which shall not be subject to the lien of this Indenture).

CLAUSE B

All of the Issuer's right, title and interest in, to and under the Loan Agreement, the Note and the Mortgage (except for the Unassigned Issuer Rights), including all payments due under the Loan Agreement and the Note, and the right to receive the same.

CLAUSE C

Any and all property, rights and interests of every kind or description which from time to time hereafter may be sold, transferred, conveyed, assigned, pledged, mortgaged or delivered to the Trustee as additional security hereunder, including by any deed in lieu of foreclosure.

CLAUSE D

All of the Issuer's right, title and interest in, to and under any Additional Security.

TO HAVE AND TO HOLD the Trust Estate whether now owned or held or hereafter acquired, unto the Trustee and its successors or assigns, forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit and security of all present and future owners of the Bonds without preference of any Bond over any other (other than Purchased Bonds), and for enforcement of the payment of the Bonds in accordance with their terms, and all other sums payable hereunder or on the Bonds and for the performance of and compliance with the obligations, covenants and conditions of this Indenture, as if all the Bonds at any time outstanding had been authenticated, executed and delivered simultaneously with the execution and delivery of this Indenture, all as herein set forth.

Any payments on the Loan directly to owners of the Bonds shall be for the account of the Issuer and it is expressly agreed that such payments shall constitute payments on the Bonds and that the Issuer's obligations on the Bonds shall be discharged to the extent of any payments received by the owners of the Bonds on the Loan.

PROVIDED, HOWEVER, that if the Issuer shall comply with the provisions of Article XII hereof or shall otherwise well and truly pay or cause to be paid the principal of, premium, if any, and interest due or to become due on the Bonds, at the times and in the manner specified therein, according to the true intent and meaning thereof, and shall well and truly keep and observe all the covenants and conditions in this Indenture expressed to be kept, performed and observed by the Issuer, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, terminate and be void, and the Trustee in such case, on demand of the Issuer or the Borrower, upon payment to the Trustee and the Issuer of their fees, costs and expenses, shall execute and deliver to the Borrower in accordance with the terms hereof such deeds, discharges and satisfactions prepared by the Issuer or the Borrower as shall be requisite to discharge the lien hereof and to convey to the Borrower all interests held by the Trustee pursuant to the terms hereof, otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds shall be issued, authenticated and delivered, and the Trust Estate shall be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Issuer and the Borrower (by execution of the Loan Agreement) have agreed and covenanted and do hereby, and by the Loan Agreement, agree and covenant with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows:

ARTICLE I DEFINITION OF TERMS

Section 1.01. Definitions. The capitalized terms used herein which are included as defined terms in the Loan Agreement and the Regulatory Agreement shall have the same meanings defined for and assigned to them in the Loan Agreement and the

Regulatory Agreement. The following additional, defined terms shall have the following meanings.

“Act” means Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C, of the Code of West Virginia of 1931, as amended.

“Additional Security” means any letter of credit, guarantee agreement, mortgage-backed security, insurance policy or other security which would result in a rating on the Bonds not less than “A” by a Nationally Recognized Rating Agency, or other collateral which would result in a rating on the Bonds of at least “A” from a Nationally Recognized Rating Agency.

“Administrative Expenses” means the Issuer Fee, if any, the Trustee Fee and the Rebate Analyst Fee.

“Administrative Expenses Account” means the account by that name within the Bond Fund established pursuant to Section 5.05.

“Amortization Commencement Date” means February 1, 2013, the date on which payments of principal on the Note are first required to be paid in accordance with the terms of the Note.

“Authorized Denomination” means the following:

(a) \$100,000 plus any integral multiple of \$1,000 in excess thereof while the Bonds are not rated “A” or higher by a Nationally Recognized Rating Agency, and \$5,000 while the Bonds are rated “A” or higher by a Nationally Recognized Rating Agency; and

(b) For purposes of mandatory sinking fund redemptions, \$1, and for all other redemptions or defeasance under all circumstances, \$1,000 or any integral multiples thereof.

“Berkeley County Resolution” means the resolution of the County Commission authorizing the issuance of the Bonds and the execution of the Joint Issuer Agreement adopted on November 4, 2010.

“Bond Counsel” means any other firm of nationally recognized bond counsel experienced in tax exempt private activity bond financing selected by the Issuer.

“Bond Fund” means the fund by that name established pursuant to Section 5.02.

“Bond Payment Date” or *“Payment Date”* means each date on which principal or redemption price or interest shall be payable on any of the Bonds according to their terms.

“Bond Resolution” means the resolution adopted by the Issuer authorizing the issuance of the Bonds.

“Bond Year” means, with respect to an issue of Bonds, each one-year period that ends at the close of business on the day in the calendar year that is selected by Borrower as indicated in the Tax Certificate. The first and last Bond Years may be short periods. If no day is selected by Borrower before the earlier of the final maturity of an issue of Bonds or the date that is five years

after the Delivery Date of such issue of Bonds, each Bond Year ends on each anniversary of the Delivery Date for such issue of Bonds and on the final maturity of such issue of Bonds.

"Bond Year" means, with respect to an issue of Bonds, each one-year period that ends at the close of business on the day in the calendar year that is selected by Borrower as indicated in the Tax Certificate. The first and last Bond Years may be short periods. If no day is selected by Borrower before the earlier of the final maturity of an issue of Bonds or the date that is five years after the Delivery Date of such issue of Bonds, each Bond Year ends on each anniversary of the Delivery Date for such issue of Bonds and on the final maturity of such issue of Bonds.

"Borrower" means WV Preservation Associates, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, or any of its permitted successors or assigns, as owner of the Project.

"Borrower Contribution" means the amount deposited with the Trustee on the Closing Date to make the payments and deposits set forth in Section 6.01.

"Business Day" means any day other than a Saturday, Sunday or a day when banks are authorized to be closed under the laws of the State of West Virginia or New York or the New York Stock Exchange is closed.

"Capital Expenditure" means any expenditure made or to be made by the Borrower with respect to a Project which is chargeable to a capital account of the Project.

"Cash Flow Deficiency" means an amount equal to the difference between (a) the amounts on deposit in the Bond Fund on the determination date, after taking into account investment earnings required to be transferred to the Bond Fund pursuant to Section 6.06, but excluding unscheduled transfers from any other Fund or Account, and (b) the amount required in order to make the payments, deposits or transfers due on or before the next Bond Payment Date pursuant to Section 5.02(a)(ii).

"Code" or *"Internal Revenue Code"* means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, or any successor to the Internal Revenue Code of 1986, as amended. Reference to any particular Code section shall, in the event of such successor Code, be deemed to be reference to the successor to such Code section.

"Condemnation Award" means the total condemnation proceeds actually paid by the condemnor as a result of the condemnation of all or any part of the property subject to the Mortgage less all expenses (including attorneys' fees and any extraordinary fee of the Trustee) incurred in the realization thereof.

"Costs of Issuance" means all expenses incurred in connection with the remarketing of the Bonds, including, without limitations, counsel and advisor fees (including Bond Counsel, Trustee's counsel, Issuer's counsel and financial advisor, Borrower's counsel, as well as any other specialized counsel fees incurred in connection with the remarketing of the Bonds), mortgage banking fees, initial Trustee, Registrar and Paying Agent fees, title insurance fees, survey fees and recording and filing fees.

"Debt Service Coverage Determination Date" means each _____.

“Debt Service Coverage Ratio” means, unless otherwise specified, the ratio during any 12-month period, expressed as a percentage, of:

(a) The sum of Project Revenues plus interest earnings on the Bond Fund, less (i) Operating Expenses, and (ii) amounts required to be deposited in the Escrow Fund, pursuant to the Indenture, all for the 12-month period in question, to

(b) The Debt Service Requirement for the Bonds for the 12-month period in question (provided that if the period in question does not include a full year of principal amortization, the principal and interest portion of the Debt Service Requirement shall mean the Maximum Annual Debt Service for the Bonds).

“Debt Service Coverage Ratio Calculation Period” means the 12-month period commencing January 1 and ending December 31 of each year.

“Debt Service Requirement” means, for any specified period:

(a) Amounts needed to pay scheduled payments of principal of the Bonds during such period;

(b) Interest on the Bonds payable during such period; and

(c) Amounts needed to pay the Issuer Fee, if any, the Rebate Analyst Fee and the Trustee Fee.

“Default Rate” means an annual interest rate equal to the applicable interest rate on the Note plus 10%, but in no case in excess of the Maximum Interest Rate.

“Delivery Date” means December 22, 2010, the date of initial delivery of the Bonds to the initial purchasers thereof against payment therefor.

“Determination of Taxability” means the occurrence of any of the following:

(a) The entry of a final decree or judgment of any federal court, not subject to appeal, or a final action of the Internal Revenue Service, not subject to appeal, that determines that interest paid or payable on any Bond is or was includable in the gross income of an Owner for federal income tax purposes (other than interest on any Bond for a period during which such Bond is held by a “substantial user” of any facility financed with the proceeds of the Bonds or a “related person,” as such terms are used in Section 174(a) of the Code);

(b) The receipt by any present or former owner of a Bond, the Trustee or the Issuer of a “notice of deficiency” issued by the Internal Revenue Service or any similar notice assessing a tax in respect of any interest on Bonds on the basis that such interest was includable in gross income (other than interest on any Bond for a period during which such Bond is held by a “substantial user” of any facility financed with the proceeds of the Bonds or a “related person,” as such terms are used in Section 174(a) of the Code), if no longer subject to any contest or appeal; or

(c) The execution of a settlement agreement between the Internal Revenue Service and any present or former Owner, the Trustee, or the Issuer under which a tax, penalty or interest in respect of any interest on the Bonds is to be assessed on the basis that such interest was includable in gross income (other than interest on any Bond for a period during which such Bond is held by a "substantial user" of any facility financed with the proceeds of the Bonds or a "related person," as such terms are used in Section 174(a) of the Code);

provided, however, that no such decree, action, agreement or notice will be considered a "Determination of Taxability" for any purpose hereunder unless the Borrower has been given written notice and, if it is so desired and is permitted by law, has been afforded the opportunity to contest the same, either directly or in the name of any Owner of a Bond, and until conclusion of any appellate reviews, including judicial decisions and appeals therefrom as may be sought and legally available.

"DTC" means The Depository Trust Company, New York, New York, as initial Securities Depository for the Bonds pursuant to Section 2.10 hereof or its successors.

"Eligible Investments" means the following:

- (a) Government Securities.
- (b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.
- (c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.
- (d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short term obligations are rated in the Highest Rating Category.
- (e) Commercial paper rated in the Highest Rating Category.
- (f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers' acceptances, issued by a Qualified Financial Institution if either (i) the Qualified Financial Institution's unsecured short term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully insured by the Federal Deposit Insurance Corporation.
- (g) an agreement held by the Trustee for the investment of moneys at a guaranteed rate with a Qualified Financial Institution whose unsecured long-term obligations are rated in the Highest Rating Category, or whose obligations are unconditionally guaranteed or insured by a Qualified Financial Institution whose unsecured long-term obligations are rated in the Highest Rating Category, provided that such agreement is in a form acceptable to the Significant Bondholder; and provided further that such agreement includes the following restrictions:

(i) the invested funds will be available for withdrawal without penalty or premium, at any time that (A) the Trustee is required to pay moneys from the Fund(s) established under this Indenture to which the agreement is applicable or (B) any Nationally Recognized Rating Agency indicates that it will lower or actually lowers, suspends or withdraws the rating on the Bonds on account of the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement;

(ii) the agreement, and if applicable the guarantee or insurance, is an unconditional and general obligation of the provider and, if applicable, the guarantor or insurer of the agreement, and ranks pari passu with all other unsecured unsubordinated obligations of the provider, and if applicable, the guarantor or insurer of the agreement;

(iii) the Trustee receives an Opinion of Counsel, which may be subject to customary qualifications, that such agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and, if applicable, an Opinion of Counsel that any guaranty or insurance policy provided by a guarantor or insurer is legal, valid, binding and enforceable upon the guarantor or insurer in accordance with its terms; and

(iv) the agreement provides that if during its term the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Nationally Recognized Rating Agency or falls below the Second Highest Rating Category, the provider must, within 10 days, either: (A) collateralize the agreement (if the agreement is not already collateralized) with Eligible Investments described in paragraph (a) or (b) by depositing collateral with the Trustee or a third-party custodian, such collateralization to be effected in a manner and in an amount reasonably satisfactory to the Significant Bondholder, or, if the agreement is already collateralized, increase the collateral with Eligible Investments described in paragraph (a) or (b) by depositing collateral with the Trustee or a third-party custodian, in an amount reasonably satisfactory to the Significant Bondholder, (B) at the request of the Trustee or the Significant Bondholder, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable, to a replacement provider, guarantor or insurer, as applicable, then meeting the requirements of a Qualified Financial Institution and whose unsecured long-term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement may provide that the down-graded provider may elect which of the remedies to the down-grade (other than the remedy set out in (B)) to perform.

(h) Subject to the ratings requirements set forth in this definition, shares in any money market mutual fund (including those of the Trustee or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAm-G" or "AAAm" by S&P or "Aaa" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Securities and agreements to repurchase Government Securities. If approved in writing by the Significant Bondholder, a money market mutual fund portfolio may also contain obligations and agreements to repurchase obligations described in paragraph (b) or (c). If the Bonds are rated by a Rating Agency, the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P, if S&P is a Rating Agency, or "Aaa" by Moody's, if Moody's

is a Rating Agency. If at any time the Bonds are not rated (and, consequently, there is no Rating Agency), then the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P or Aaa by Moody's. If at any time (A) the Bonds are not rated, (B) both S&P and Moody's rate a money market mutual fund and (C) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency.

(i) Any other investment authorized by the laws of the State, if such investment is approved in writing by the Significant Bondholder.

Eligible Investments shall not include any of the following:

(A) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one year from the date of the investment. This exception (1) shall not apply to any obligation that provides for the optional or mandatory tender, at par, by the holder of such obligation at least once within one year of the date of purchase, Government Securities irrevocably deposited with the Trustee for payment of Bonds pursuant to Section 12.01, and Eligible Investments listed in paragraphs (g) and (i)).

(B) Except for any obligation described in paragraph (a) or (b), any obligation with a purchase price greater or less than the par value of such obligation.

(C) Any asset-backed security, including mortgage-backed securities, real estate mortgage investment conduits, collateralized mortgage obligations, credit card receivable asset-backed securities and auto loan asset-backed securities.

(D) Any interest-only or principal-only stripped security.

(E) Any obligation bearing interest at an inverse floating rate.

(F) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(G) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.

(H) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (d) of the definition of Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.

(I) Any investment to which S&P has added an “r” or “t” highlighter.

“*Escrow Fund*” means the fund by that name established pursuant to Section 5.13.

“*Event of Default*” means any of the events described in Section 8.01.

“*Favorable Opinion of Bond Counsel*” means, with respect to any action the taking of which requires such an opinion, an unqualified opinion of Bond Counsel to the effect that such action will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes (subject to the inclusion of any exceptions contained in the opinion delivered upon the original issuance of the Bonds).

“*Fiscal Year*” means the fiscal year of the Borrower which commences each January 1 and ends on December 31.

“*Fitch*” means Fitch Ratings, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, shall be deemed to refer to any other nationally recognized rating agency selected by the Borrower and approved by the Issuer.

“*Government Securities*” means direct noncallable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) or noncallable obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America.

“*Hardy County Resolution*” means the resolution of the County Commission authorizing the issuance of the Bonds and the execution of the Joint Issuer Agreement adopted on November 4, 2010.

“*Highest Rating Category*” means, with respect to an Eligible Investment, that the Eligible Investment is rated by each Rating Agency in the highest rating given by that Rating Agency for that general category of security. If at any time the Bonds are not rated (and, consequently, there is no Rating Agency), then the term “Highest Rating Category” means, with respect to an Eligible Investment, that the Eligible Investment is rated by S&P or Moody’s in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax-exempt municipal debt established by S&P is “A-1+” for debt with a term of one year or less and “AAA” for a term greater than one year, with corresponding ratings by Moody’s of “MIG-1” (for fixed rate) or “VMIG-1” (for variable rate) for three months or less and “Aaa” for greater than three months. If at any time (a) the Bonds are not rated, (b) both S&P and Moody’s rate an Eligible Investment and (c) one of those ratings is below the Highest Rating Category, then such Eligible Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, an Investment rated “AAA” by S&P and “Aa3” by Moody’s is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Eligible Investment will be deemed to be rated below the Highest Rating

Category. For example, an Eligible Investment rated “AAA” by S&P and “A1” by Moody’s is not rated in the Highest Rating Category.

“*Housing Consultant*” means an individual or entity, acceptable to the Significant Bondholder, if any, that is independent of the Borrower and of recognized expertise in matters pertaining to the operation and management of multifamily housing financed with tax-exempt bonds and through other federal and state programs.

“*Insurance and Condemnation Proceeds Fund*” means the fund by that name established pursuant to Section 6.04.

“*Insurance Proceeds*” means the total proceeds of insurance actually paid or payable by an insurance company in respect of casualty and other nonliability insurance on the Project, less all expenses (including attorneys’ fees and any extraordinary fees of the Trustee) incurred in the realization thereof.

“*Interest Account*” means the account by that name within the Bond Fund established pursuant to Section 5.02.

“*Interest Payment Date*” means, from the Remarketing Date (i) June 1 and December 1 of each year, commencing June 1, 2013 and (ii) for Bonds subject to redemption but only with respect to such Bonds, the date of redemption (or purchase in lieu of redemption).

“*Interest Period*” means initially the period from the Remarketing Date to, but not including, the first Interest Payment Date and thereafter the period from and including each Interest Payment Date to but not including the next Interest Payment Date.

“*Interest Requirement*” means an amount equal to the interest due and payable on the Interest Payment Date next succeeding the date of determination (assuming that no principal of Bonds is paid or redeemed between such date and the next succeeding Interest Payment Date)

“*Investor Letter*” means an investor letter in the form of Exhibit E-1 or E-2 of this Indenture.

“*Issuer*” means Berkeley County, Hardy County and Jefferson County, West Virginia, acting together pursuant to the terms of a Joint Issuer Agreement adopted in accordance with the Act. Each County is a body corporate and politic of the State of West Virginia.

“*Issuer Documents*” means this Indenture and the Loan Documents to which the Issuer is a party.

“*Jefferson County Resolution*” means the resolution of the County Commission authorizing the issuance of the Bonds and the execution of the Joint Issuer Agreement adopted on November 4, 2010.

“*Joint Issuer Agreement*” means the Joint Issuer Agreement, dated November 4, 2010, entered into by each of Berkeley County, Hardy County and Jefferson County, pursuant to authority granted by each County Commission providing for the issuance of the Bonds jointly pursuant to the Act

“Loan” means the loan of the proceeds of the Bonds from the Issuer, as lender, to the Borrower, as Borrower, with respect to the Project, evidenced by the Note and secured by the Mortgage and certain other Loan Documents, for the purpose of financing the acquisition, rehabilitation and equipping of the Project.

“Loan Agreement” means the Amended and Restated Financing Agreement dated as of January 1, 2013, between the Issuer and the Borrower, as amended, modified, supplemented or restated from time to time, or any agreement entered into in substitution therefor.

“Loan Documents” means the Loan Agreement, the Note, the Mortgage, the Financing Statements, the Regulatory Agreement and the Tax Certificate.

“Maximum Annual Debt Service” means as of any date of calculation the highest principal and interest payment requirements with respect to all Outstanding Bonds for any succeeding Bond Year except the Bond Year in which the Bonds mature.

“Maximum Interest Rate” means the interest rate equal to the lesser of: (a) 15% per annum, or (b) the maximum interest rate per annum permitted by applicable State law.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, Moody’s shall be deemed to refer to any other nationally recognized rating agency selected by the Borrower and approved by the Issuer.

“Mortgage” means that certain Multifamily Deed of Trust, Assignment of Rents and Security Agreement dated as of December 1, 2010, together with all riders and addenda thereto, granting a first priority mortgage and security interest in the Project to the Issuer to secure the repayment of the Bond Mortgage Loan which Bond Mortgage has been assigned by the Issuer to the Trustee as the same may be amended, supplemented or restated..

“Net Casualty Proceeds” means, when used with respect to any Insurance Proceeds or Condemnation Award, the gross proceeds from such Insurance Proceeds or Condemnation Award, less all expenses (including attorneys’ fees and any extraordinary fee of the Trustee) incurred in the realization thereof.

“Net Project Revenues” means the Project Revenues minus Operating Expenses.

“Note” means the Bond Mortgage Note dated the Delivery Date from the Borrower, including all riders and addenda thereto, evidencing the Borrower’s obligation to repay the Bond Mortgage Loan, as the same may be amended, supplemented or restated from time to time, which Bond Mortgage Note will be delivered to the Issuer and endorsed by the Issuer to the Trustee..

“Notice Address” means the following:

The Issuer:	Berkeley County
	400 W. Stephen Street, Suite 201

Martinsburg, WV 25401
Telephone: (304) 267-5049
Telecopier: (304) 264-1923

Hardy County
Hardy County Courthouse, Room 111
204 Washington Street
Moorefield, WV 26836
Telephone: (304) 536-0250
Telecopier: (304) (304) 536-0251

Jefferson County
Jefferson County Prosecutor's Office
PO Box 729
Charles Town, WV 25414
Telephone: (304) 728-3342
Telecopier: (304) 728-3293

The Trustee: United Bank
500 Virginia Street, East
Charleston, WV 25301
Attention: Kathy Smith
Telephone: (304) 348-8427
Telecopier: (304) 348-8431

The Borrower: WV Preservation Associates, LLC
Leon N. Wiener & Associates
4 Denny Road
Wilmington, DE 19809
Attention:
Telephone:
Telecopier: (302) 764-1513

with a copy to: O'Neill, Bragg & Staffin, PC
720 Johnsville Boulevard, Suite 1220
Warminster, PA 18974
(which copy shall not constitute notice to
Borrower)
Attention: Mel Staffin, Esquire
Telephone: (215) 956-2800
Telecopier: (215) 956-2838

with a copy to: Enterprise Community Investment, Inc.
10227 Winiopin Circle, Suite 800
Columbia, MD 21044
Attention: General Counsel
Telephone: (410) 964-0552

“*Operating Budget*” means an operating budget for the Project prepared in accordance with Section 5.10 of the Loan Agreement.

“*Operating Expenses*” means, for any period, expenses incurred in connection with the operation and maintenance of the Project, including the Issuer Fee, if any, the Trustee Fee, the Rebate Analyst Fee, fees due to the Investor Limited Partner pursuant to the Partnership Agreement, payments of the developer fee (determined on an accrual basis) during such period, but excluding (a) Debt Service Requirements, (b) any loss resulting from any extraordinary items, (c) Capital Expenditures budgeted for such period and Capital Expenditures in excess thereof paid from Net Casualty Proceeds and/or from insurance proceeds or reserves or from the Replacement Reserve Fund, (d) payments to the Replacement Reserve Fund and the Escrow Fund or (e) payments made from the Escrow Fund.

“*Operating Reserve Fund*” means the fund by that name described in Section 5.14.

“*Opinion of Counsel*” means an opinion from an attorney or firm of attorneys, acceptable to the Issuer, the Trustee and the Significant Bondholder with experience in the matters to be covered in the opinion.

“*Outstanding*,” “*Outstanding under this Indenture*” or “*Outstanding hereunder*” means, when used with reference to the Bonds, as of any particular date, the aggregate of all Bonds authenticated and delivered under this Indenture, except:

- (a) Bonds canceled or surrendered to the Trustee for cancellation on or prior to such date;
- (b) Bonds for the redemption of which moneys shall have been theretofore deposited with the Trustee; provided, however, that notice of such redemption shall have been given as provided in Article IV;
- (c) Bonds for the payment of which moneys or Government Securities shall have been theretofore deposited with the Trustee in an amount sufficient to pay when due the principal amount thereof and interest thereon; and
- (d) Bonds otherwise deemed to be paid in accordance with this Indenture.

In determining whether the Owners of a requisite aggregate principal amount of Outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Indenture, Bonds which are owned or held by or for the account of the Borrower shall be disregarded and deemed not to be Outstanding under this Indenture for the purpose of any such determination unless all Bonds are owned or held by or for the account of the Borrower. In determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which are registered in the name of or known by the Trustee to be held for the account of the Borrower shall be disregarded.

“Owner” or “Owners” or “Bondholders” or “Bondowners” means the registered owner, or owners, of the Bonds.

“Principal Account” means the account by that name in the Bond Fund established pursuant to Section 5.02.

“Principal Requirement” means an amount equal to the regularly scheduled principal that is due and payable on the Interest Payment Date next succeeding the date of determination, whether by maturity or by mandatory sinking fund redemption.

“Project” means, collectively, the land and residential rental apartment units, and related fixtures, equipment, furnishings and site improvements of each of (A) 5 multifamily housing projects (each more fully described herein) located in Berkeley County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Cedar Green Apartments comprised of garden style apartments in 5 separate buildings containing approximately 44 residential rental units located at 96 Abbington Court, Bunker Hill, West Virginia (the “Cedar Green Facilities) and the rehabilitation, construction and equipping of the Cedar Green Facilities (the “Cedar Green Project”); (ii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments I comprised of garden style apartments in 6 separate buildings containing approximately 44 residential rental units located at 70 Rumsey Terrace, Martinsburg, West Virginia (the “Rumsey I Facilities) and the rehabilitation, construction and equipping of the Rumsey I Facilities (the “Rumsey I Project”); (iii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments II comprised of garden style apartments in 3 separate buildings containing approximately 30 residential rental units located at 70 Rumsey Terrace, Martinsburg, West Virginia (the “Rumsey II Facilities) and the rehabilitation, construction and equipping of the Rumsey II Facilities (the “Rumsey II Project”); (iv) the acquisition of the real and personal property currently known as the Fountainhead Apartments I comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane, Martinsburg, West Virginia (the “Fountainhead I Facilities) and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the “Fountainhead I Project”); and (v) the acquisition of the real and personal property currently known as the Fountainhead Apartments II comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane, Martinsburg, West Virginia (the “Fountainhead II Facilities) and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the “Fountainhead II Project” and together with the Cedar Green Project, the Rumsey I Project, the Rumsey II Project, and the Fountainhead I Project, the “Berkeley County Project”), (B) 2 multifamily housing projects (each more fully described herein) located in Hardy County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Lee Street Apartments I comprised of garden style apartments in 3 separate buildings containing approximately 24 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the “Lee Street I Facilities) and the rehabilitation, construction and equipping of the Lee Street I Facilities (the “Lee Street I Project”); (ii) the acquisition of the real and personal property currently known as the Lee Street Apartments II comprised of garden style apartments in 6 separate buildings containing approximately 40 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the “Lee Street II Facilities) and

the rehabilitation, construction and equipping of the Lee Street I Facilities (the "Lee Street II Project" and together with the Lee Street I Project, the "Hardy County Project), and (C) 2 multifamily housing projects (each more fully described herein) located in Jefferson County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Potomac Terrace Apartments comprised of garden style apartments in 4 separate buildings containing approximately 31 residential rental units located at 319 Spring Street, Harpers Ferry, Jefferson County, West Virginia (the "Potomac Terrace Facilities) and the rehabilitation, construction and equipping of the Potomac Terrace Facilities (the "Potomac Terrace Project"); (ii) the acquisition of the real and personal property currently known as the Maple Green Apartments comprised of garden style apartments in 3 separate buildings containing approximately 12 residential rental units located at 540 South Church Street, Shepherdstown, Jefferson County, West Virginia (the "Maple Green Facilities) and the rehabilitation, construction and equipping of the Maple Green Facilities (the "Maple Green Project" and together with the Potomac Terrace Project, the "Jefferson County Project) each located at the address set forth in Exhibit F hereto, including the real estate described in the Bond Mortgage.

"Project Revenues" means, for any period, all cash operating and non-operating revenues of the Project, less (a) any extraordinary and nonrecurring items, (b) income derived from the sale of assets not in the ordinary course of business which is permitted under the Loan Documents, (c) security deposits of tenants (other than those forfeited), and (d) Insurance Proceeds or Condemnation Awards, but including as Project Revenues any Net Casualty Proceeds resulting from business interruption insurance or other insurance or condemnation proceeds retained by the Borrower.

"Purchased Bond" means any Bond during the period from and including the date of its purchase by the Trustee on behalf of and as agent for the Borrower, to, but excluding, the date on which such Bond is remarketed to any person other than the Borrower or a Related Party.

"Qualified Financial Institution" means any of (a) bank or trust company organized under the laws of any state of the United States of America, (b) national banking association, (c) savings bank, a savings and loan association, or an insurance company or association chartered or organized under the laws of any state of the United States of America, (d) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (e) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (f) securities dealer approved in writing by the Significant Bondholder, the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and (g) any other entity which is acceptable to the Significant Bondholder. With respect to an entity which provides an agreement held by the Trustee for the investment of moneys at a guaranteed rate as set out in paragraph (g) of the definition of the term "Eligible Investments" or an entity which guarantees or insures, as applicable, the agreement, a "Qualified Financial Institution" may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

“Rating Agency” or *“Nationally Recognized Rating Agency”* means any one and each of S&P, Moody’s and Fitch, then rating any of the Bonds or any other nationally recognized statistical rating agency then rating any of the Bonds, which has been approved by the Significant Bondholder.

“Rebate Analyst” has the meaning set forth in the Tax Certificate.

“Rebate Analyst Fee” means the annual fee of the Rebate Analyst.

“Rebate Fund” means the fund by that name established pursuant to Section 5.10.

“Record Date” means the close of business on the fifteenth day of the month next preceding any Interest Payment Date.

“Redemption Fund” means the fund by that name established pursuant to Section 5.07.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants dated December 1, 2010 among the Issuer, the Trustee and the Borrower.

“Reserve Account” means the account by that name in the Bond Fund established pursuant to Section 5.02.

“Second Highest Rating Category” means, with respect to an Eligible Investment, that the Eligible Investment is rated by each Rating Agency in the second highest rating category given by that Rating Agency for that general category of security. If at any time the Bonds are not rated (and, consequently, there is no Rating Agency), then the term *“Second Highest Rating Category”* means, with respect to an Eligible Investment, that the Eligible Investment is rated by S&P or Moody’s in the second highest rating category given by that rating agency for that general category of security. By way of example, the Second Highest Rating Category for tax-exempt municipal debt established by S&P is *“AA”* for a term greater than one year, with corresponding ratings by Moody’s of *“Aa2.”* If at any time (a) the Bonds are not rated, (b) both S&P and Moody’s rate an Eligible Investment and (c) one of those ratings is below the Second Highest Rating Category, then such Eligible Investment will not be deemed to be rated in the Second Highest Rating Category. For example, an Investment rated *“AA”* by S&P and *“A1”* by Moody’s is not rated in the Second Highest Rating Category.

“Significant Bondholder” means the following:

(a) For the purpose of consent, approval and any other right of action accorded to the *“Significant Bondholder,”* (i) one beneficial owner that owns more than 50% of the aggregate principal amount of the Bonds Outstanding or (ii) one or more *“Qualified Institutional Buyers”* (as such term is defined in Rule 144A as promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended) that are *“Investment Companies”*

registered as such under the Investment Company Act of 1940, as amended, with a common registered "Investment Advisor" (within the meaning of the Investment Advisors Act of 1940, as amended) that in the aggregate own more than 50% of the aggregate principal amount of the Bonds Outstanding; and

(b) For purposes of notice and receipt of any information to be disseminated, any Owner who owns in the aggregate either: (i) more than 50% of the aggregate principal amount of the Bonds Outstanding; or (ii) \$1,000,000 or more in principal amount of the Bonds Outstanding.

"S&P" means Standard and Poor's, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Borrower and approved by the Issuer.

"State" means the State of West Virginia.

"Tax Certificate" means the Tax Regulatory Agreement and No Arbitrage Certificate executed by the Issuer, the Trustee, the Underwriter and the Borrower on December 22, 2010.

"Trustee" means United Bank, Inc. and its successors in trust hereunder.

"Trustee Fee" means an initial fee of \$2,000, due and payable on the Remarketing Date, and the annual administration fees and expenses of the Trustee, as Trustee, Bond Registrar and Paying Agent, for the ordinary services of the Trustee rendered under this Indenture during each 12-month period which shall be \$4,250 per annum, payable annually in advance on each January 1, commencing with the Remarketing Date.

"Trust Estate" means all of the moneys, properties and rights (except for the Unassigned Issuer Rights) described in Clauses A through D of the Granting Clauses hereof, including without limitation payments of or in respect of principal or interest on the Note.

Section 1.02. Construction. In this Indenture, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Indenture unless another document is specifically referenced.

(b) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms refer to this Indenture, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of execution of this Indenture.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number, and vice versa.

(d) Words importing the redemption of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(e) References in this Indenture to particular sections of the Code, the Act or any other legislation shall be deemed to refer also to any successor sections thereto or other redesignations for codification purposes.

(f) Wherever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

SOURCE OF PAYMENTS, GENERAL TERMS AND PROVISIONS OF THE BONDS

Section 2.01. Source of Payment.

(a) The Issuer shall be obligated to pay the principal of, premium, if any, and the interest on the Bonds solely out of the Project Revenues arising from the pledge and assignment of the payments on the Loan, and the other funds and moneys initially or hereafter pledged and assigned herein as a part of the Trust Estate (specifically excluding from the Trust Estate all moneys on deposit in the Rebate Fund, and the Administrative Expenses Account), including any derived through deed in lieu of foreclosure. The Bonds shall constitute a valid claim of the respective Owners thereof against such Project Revenues, amounts and moneys, all of which constitute the Trust Estate and are pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds, and which shall be utilized for no other purpose, except as expressly authorized in this Indenture. THE BONDS AND THE INTEREST THEREON ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE REVENUES AND THE TRUST ESTATE, WHICH ARE SPECIFICALLY ASSIGNED AND PLEDGED TO SUCH PURPOSES IN THE MANNER AND TO THE EXTENT PROVIDED IN THE INDENTURE. NEITHER THE STATE OF WEST VIRGINIA, NOR ANY POLITICAL SUBDIVISION THEREOF (EXCEPT THE ISSUER, TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE) WILL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM (IF ANY) OR INTEREST ON THE BONDS OR FOR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER OF THE ISSUER, AND NONE OF THE BONDS OR ANY OF THE ISSUER'S AGREEMENTS OR OBLIGATIONS WILL BE CONSTRUED TO CONSTITUTE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER AN INDEBTEDNESS OF OR A PLEDGE OF THE FAITH AND CREDIT OF OR A LOAN OF THE CREDIT OF THE ISSUER OR ANY COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER.

(b) No recourse shall be had for the payment of the principal of, or premium, if any, or interest on, any of the Bonds or for any claim based thereon or upon any obligation, provision, covenant or agreement contained in this Indenture or any other document to which the Issuer is a party, against any past, present or future member, director, trustee, officer, official, employee or

agent of the Issuer, or any member, director, trustee, officer, official, employee or agent of any successor to the Issuer, as such, either directly or through the Issuer or any successor to the Issuer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, director, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds. Neither the officers of the Issuer nor any person executing the Bonds shall be personally liable on the Bonds by reason of the issuance thereof.

Section 2.02. Medium and Place of Payment. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. Principal of the Bonds at maturity or at earlier redemption is payable to the Owner upon presentation and surrender of the Bond at the designated corporate trust office of the Trustee, provided that payments of principal pursuant to a mandatory sinking fund redemption (other than the final installment due at maturity) or other partial redemption shall be made without presentation and surrender of the Bonds. Interest on the Bonds shall be computed on the basis of a 360-day year comprised of twelve 30-day months. Interest on the Bonds shall be payable by check or draft mailed to the respective Owners thereof at the address shown on the registration books kept by the Registrar, except in the case of Owners of \$1,000,000 or more in aggregate principal amount of Bonds, to which interest may be payable by wire transfer to an account within the United States upon written instruction to the Trustee made prior to a Record Date by such Owner together with CUSIP number identification with appropriate dollar amounts for each CUSIP number.

Section 2.03. Execution, Authentication, Retirement. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature by the Authorized Officer appointed in accordance with the Joint Issuer Agreement of the Issuer, and attested by the manual or facsimile signature of the County Clerk of the Issuer. Any facsimile signatures shall have the same force and effect as if said officers had manually signed the Bonds. Any reproduction of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been impressed on the Bonds. In case any officer of the Issuer whose signature or whose facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until such delivery, and also any Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

Section 2.04. Form of Bonds. The Bonds shall, unless delivered to a trustee for a trust which delivers an Investor Letter, be delivered as physical, registered bonds, substantially in the form set forth in Exhibit A, with such variations, omissions and insertions as may be required by the circumstances, be permitted or required by this Indenture, or be consistent with this Indenture and necessary or appropriate to conform to the rules and requirements of any governmental agency or any usage or requirement of law with respect thereto. The Bonds shall be numbered from R-1 upwards in

chronological order of delivery. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Indenture unless a Certificate of Authentication on such Bond, substantially in the form set forth in Exhibit A, shall have been manually executed by the Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond; and the Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Indenture.

Section 2.05. Ownership. The Issuer, the Trustee, and any other person shall treat the person in whose name any Bond is registered as of the Record Date as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest and premium, if any, thereon and neither the Issuer, the Paying Agent, the Registrar, nor the Trustee shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section 2.05 shall be valid and effectual and shall discharge the liability of the Issuer, the Paying Agent, the Registrar and the Trustee upon such Bond to the extent of the sums paid.

Section 2.06. Registration and Transfer.

(a) The Trustee is hereby appointed as the Registrar for the Bonds. So long as any Bonds remain Outstanding, the Registrar shall keep at its designated corporate trust office a register in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Indenture. At reasonable times and under reasonable regulations established by the Registrar and subject to applicable law providing to the contrary, such list may be inspected and copied by the Issuer, the Owners or the Borrower (or a designated representative thereof).

(b) Subject to any applicable transfer restrictions set forth in Section 2.10, each Bond shall be transferable only by presenting it at the designated corporate trust office of the Registrar for transfer purposes duly endorsed for transfer and accompanied by an assignment duly executed by the registered Owner or his duly authorized representative in the form included in the form of Bond.

(c) All Bonds shall be exchangeable upon the presentation and surrender thereof at the designated corporate trust office of the Registrar for transfer purposes for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. All Bonds delivered in exchange for other Bonds shall be dated so that neither gain nor loss in interest shall result from such exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 2.06. Each exchange Bond delivered in accordance with this Section 2.06 shall constitute a contractual obligation of the Issuer and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(d) The Owner shall bear costs of any tax or other governmental charge imposed in connection with transfer or exchange of its Bonds. The Issuer or the Trustee may impose a charge against an Owner for the reimbursement of any governmental charge required to be paid in the event that the Owner fails to provide a correct taxpayer identification number to the Trustee. The Trustee may deduct this amount from amounts otherwise payable to such Owner hereunder or under the Bonds.

(e) The Registrar shall not be required to transfer any Bond on any date which is during the period from a Record Date to the next ensuing Bond Payment Date, or during any period beginning 10 days prior to the selection by the Trustee of Bonds to be redeemed prior to maturity and ending on the date of such redemption.

Section 2.07. Cancellation. All Bonds paid or redeemed in accordance with this Indenture (excluding Bonds purchased in lieu of redemption pursuant to Section 4.10) and all Bonds in lieu of which replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be canceled and destroyed upon the making of proper records. The Registrar shall furnish the Issuer upon request with certificates of destruction of such Bonds.

Section 2.08. Replacement Bonds.

(a) Upon receipt by the Registrar of evidence satisfactory to it of the loss, theft, destruction or mutilation of any Bond and of indemnity, if required, reasonably satisfactory to the Trustee, the Issuer and the Borrower and upon surrender and cancellation of such Bond, if mutilated, the Issuer shall execute, and the Registrar shall authenticate and deliver, a new Bond of the same maturity and like tenor and bearing a different number, in lieu of such lost, stolen, destroyed or mutilated Bond. Such new Bond may bear such endorsement or distinguishing mark as may be agreed upon by the Issuer and the Registrar. The Issuer, the Trustee and/or the Registrar may require the payment of a sum sufficient to reimburse it for all reasonable expenses and fees incurred by it in connection with the issuance of each new Bond under this Section 2.08, including any indemnity required by the Issuer, the Trustee and/or the Registrar, reasonable fees and expenses of counsel and the charges of the Registrar.

(b) Bonds executed by the Issuer and authenticated and delivered by the Registrar in lieu of any lost, stolen or destroyed Bonds shall evidence and represent the identical obligations which, prior thereto, were evidenced and represented by the Bond with respect to which they are executed, authenticated and delivered, all without novation of any rights, obligations or liens pertaining thereto.

(c) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Registrar in its discretion may, instead of issuing a replacement Bond, direct the Paying Agent to pay such Bond.

Section 2.09. Completion of Bond Form. The respective numbers, maturity dates, interest provisions and other applicable terms and provisions with respect to the Bonds, shall be inserted in the form of Bond.

Section 2.10. Transfer Restrictions. The following shall apply to the initial sale of the Bonds on the Closing Date and to subsequent transfers of the Bonds:

(a) If held by an Investor which delivers an Investor Letter in the form of Exhibit E-2, the Bonds may be held in a book-entry only system;

(b) Bonds shall be sold or transferred in Authorized Denominations;

(c) The Purchaser on the Remarketing Date shall execute and deliver an investor letter in the form of Exhibit E-1 or E-2 to this Indenture, with any revisions thereto acceptable to Bond Counsel, which revisions shall be deemed to be acceptable upon the delivery of the opinion of Bond Counsel on the Closing Date; and

(d) The Bonds may be transferred in whole or in part by any Owner, only to any "accredited investor" (as defined in Rule 501(a)(1), (2), (3), or (7) of Regulation D promulgated under the Securities Act of 1933), or (ii) any Qualified Institutional Buyer (as defined in Rule 144A promulgated under the Securities Act of 1933). The Trustee shall not register any transfer or exchange of any Bonds unless an Owner's prospective transferee delivers to the Trustee the Investor Letter in substantially the form set forth in Exhibit E-1 or E-2, as appropriate, to this Indenture. The Trustee shall be entitled to rely, without any further inquiry, on any Investor Letter delivered to it and shall be fully protected in registering any transfer or exchanges of any Bonds in reliance on any such Investor Letter which appears on its face to be correct and of which the Trustee has no actual knowledge otherwise. For purposes of this Section, "actual knowledge" means the fact of knowledge without any duty to investigate.

THE TRUSTEE IS AUTHORIZED AND DIRECTED TO PUT A STOP ORDER ON THE BOND REGISTRY IN REGARD TO THE FOREGOING RESTRICTIONS ON THE TRANSFER OF THE BONDS.

Notwithstanding the foregoing, the transfer restrictions of this Section 2.10 shall no longer apply upon the Borrower's, the Issuer's and the Trustee's receipt of evidence of a current rating of the Bonds of "A" or higher by a Nationally Recognized Rating Agency.

Section 2.11. Book-entry Only System of Registration.

(a) Notwithstanding the foregoing provisions of this Article II, any Bonds which are solely held by an Investor executing an Investor Letter in the form of Exhibit E-2 may, at the written request of the holder, be issued in the form of one fully-registered bond for the aggregate principal amount of Bonds, which Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Except as provided in paragraphs (f) and (g) below, all of the Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Trustee shall exchange all or any portion of such Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee or nominees of DTC. No Person other than DTC or its nominee or any "FAST" agent for DTC shall be entitled to receive from the Issuer or the Trustee either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all

or any portion of the Bonds on the Bond Register in connection with discontinuing the book entry system as provided in paragraphs (f) and (g) below or otherwise.

(b) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in same day funds on the dates provided for such payments under this Indenture. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Issuer and the Trustee with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds Outstanding of any series or maturity, the Trustee shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption, provided that DTC shall deliver to the Trustee, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Trustee shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(c) The Issuer and the Trustee may treat DTC or its nominee as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Indenture, registering the transfer of Bonds, obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever; and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. Neither the Issuer nor the Trustee shall have any responsibility or obligation to any participant in DTC, any Person claiming a beneficial ownership interest in such Bonds under or through DTC or any such participant, or any other Person which is not shown on the Bond Register as being a Bondholder, with respect to either: (i) such Bonds; (ii) the accuracy of any records maintained by DTC or any such participant; (iii) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on such Bonds; (iv) the delivery to any participant or to any other Person, other than the Owners as shown on the Bond Register, of any notice which is permitted or required to be given to Owners under this Indenture; (v) the selection by DTC or any such participant of any Person to receive payment in the event of a partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC as Owner.

(d) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Owners under this Indenture shall be given to DTC as provided in DTC's procedures, as the same may be amended from time to time.

(e) In connection with any notice or other communication to be provided to Owners pursuant to this Indenture by the Issuer or the Trustee with respect to any consent or other action to be taken by Owners, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the Issuer or the Trustee may establish a special record date for such consent or other action. The Issuer or the Trustee shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(f) The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (i) DTC determines to resign as securities depository for the Bonds; or (ii) the Issuer determines (with the prior written consent of the Significant Bondholder) to discontinue the system of book-entry transfers through DTC (or through a successor securities depository) subject to the rules and regulations of DTC regarding the discontinuation of the system of book-entry transfers in effect at such time. In either of such events (unless, in the case described in clause (ii) above, the Issuer appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such Persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Issuer or the Trustee for the accuracy of such designation. Whenever DTC requests the Issuer and the Trustee to do so, the Issuer and the Trustee shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

The book-entry system for registration of the ownership of the Bonds shall be discontinued in the event that the Bonds are purchased in lieu of redemption pursuant to Section 4.09 hereof. In such event, the Bonds shall be in the form of a single registered Bond, subject to transfer only upon execution and delivery by the transferee of an Investor Letter in the form attached hereto as Exhibit E-1 or E-2.

ARTICLE III AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01. Exclusive Provisions and Limitation on Further Liens. Except as provided in the Loan Agreement and the Mortgage, no liens of any nature or kind shall ever be placed or permitted by the Borrower or the Issuer on the Trust Estate (other than the lien created by this Indenture and the Mortgage), and no Bonds shall be authenticated and delivered under this Indenture other than the Bonds described in Section 3.02.

Section 3.02. Bonds.

(a) The Bonds are hereby authorized to be remarketed and delivered under and secured by this Indenture. The Bonds shall be remarketed in the principal amount of \$9,505,000. No additional bonds shall be authorized or issued under this Indenture. The Bonds were issued pursuant to the Original Indenture for the purpose of making the Loan to finance the Project.

(b) Interest on the Bonds is payable on each Interest Payment Date. Payment of principal, premium, if any, and interest on the Bonds shall be as provided in Section 2.02. The Bonds shall be subject to redemption as provided in Article IV. The Bonds shall bear interest at the interest rate set forth below from the Remarketing Date, or, in the case of transfer or exchange, from the most recent Interest Payment Date to which interest has been paid or provided for under this Indenture, provided that if a Bond is authenticated on or after a Record Date and before the related Interest Payment Date, interest shall accrue on such bond from that Interest Payment Date.

(c) The Bonds shall mature on December 1, 2044. The Bonds shall bear interest at the annual interest rate of ____%. Interest on the Bonds will include additional interest payable

by the Borrower pursuant to Section 4.02(e) of the Loan Agreement on delinquent Loan payments due under Section 4.01(a) of the Loan Agreement.

Section 3.03. Preconditions to Authentication and Delivery of Bonds. The Trustee shall redeliver the Bonds to the purchaser or purchasers as the Trustee is directed in writing by the Issuer as provided in this Section. Prior to the redelivery by the Trustee of any of the definitive Bonds there shall be filed with the Trustee:

- (a) Executed counterparts of this Indenture and the Loan Documents;
- (b) Receipt by the Trustee of the deposits set forth in Section ____ of this Indenture;
- (c) Evidence of the payment of the Remarketing Proceeds of the Bonds in the amount of \$9,505,000 and payment of the Borrower Contribution for Costs of Issuance;
- (d) An opinion of Bond Counsel, that the Remarketing of the Bonds will have no adverse effect on the Tax Exempt status of the Bonds;
- (e) A certificate of the appropriate official of the Issuer attesting to the incumbency of the directors, officers or members of the Issuer and to such other matters as Bond Counsel may require;
- (f) Internal Revenue Service Form 8038 with respect to the Bonds, completed by the Issuer based upon information submitted by the Borrower;
- (g) An opinion of counsel for the Borrower to the effect that the Loan Documents have been duly authorized, executed and delivered by the Borrower and are valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms subject to customary qualifications and exceptions and in form and substance acceptable to the Significant Bondholder, such acceptance to be evidence by the payment of the purchase price of the Bonds provided in subsection (c) above;
- (h) A request and authorization to the Trustee on behalf of the Issuer and signed by an authorized representative of the Issuer to redeliver the Bonds in such specified denominations as permitted herein to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of a specified sum of money;
- (i) The commitment to issue title insurance required under the Mortgage with the title policy to follow as soon as thereafter possible [update?];
- (j) Verbal agreement by the title company that there are no conditions to recording the mortgage except receipt of the purchase price of the tracts of land described in Exhibit A to the Mortgage on which the Project is located;
- (k) An executed counterpart of the Investor Letter set forth in Exhibit E; and

(l) Any other documents or opinions which the Trustee, the Issuer or Bond Counsel may reasonably require, which requirement shall be deemed to be satisfied upon the delivery of the opinion of Bond Counsel on the Closing Date.

ARTICLE IV BOND REDEMPTION PROVISIONS

Section 4.01. Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption in part on each sinking fund payment date in a principal amount of the Bonds as set forth in Exhibit B. The principal amount of the Bonds to be redeemed on any particular sinking fund payment date shall be reduced by (i) the principal amount of any Bonds that (A) have been purchased (other than pursuant to Section 4.09) by the Borrower or, at the Borrower's written direction, the Trustee and canceled by the Trustee at least 60 days prior to such sinking fund payment date and (B) have not previously formed the basis for such reduction, and (ii) the principal amount of any Bonds which (A) have been redeemed other than pursuant to mandatory sinking fund redemption and (B) have not previously formed the basis for such reduction.

(b) The redemption price for any such redemption shall be 100% of the principal amount of the Bonds or portions thereof so redeemed, plus accrued and unpaid interest, if any, to the sinking fund payment date, and without premium. The particular Bonds or portions thereof to be redeemed on each particular sinking fund payment date shall be selected by the Trustee by lot or by such other random means as the Trustee shall determine in its discretion, in any case, to the extent possible, in a manner that results in Bonds that remain Outstanding to be in Authorized Denominations of not less than \$100,000.

(c) It shall not be necessary to surrender a Bond for payment of principal due upon a mandatory sinking fund redemption other than the final installment due at maturity, but the Bonds shall have the remaining principal balance set forth upon the Bond register maintained by the Registrar, which entry upon the Bond register shall be deemed conclusive in the absence of clear and convincing evidence to the contrary.

Section 4.02. Optional Redemption. The Bonds are subject to optional redemption prior to maturity on or after January 1, 2022, at the direction of the Borrower (a) in whole on any date, or in part in minimum amounts of \$25,000 on any Bond Payment Date, from amounts prepaid on the Loan pursuant to the Loan Agreement solely to the extent of any optional prepayment by the Borrower of the Note, or (b) in whole on any date, from proceeds of refunding bonds or otherwise from other sources, in each case at the redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption. No notice of optional redemption shall be mailed to Owners of Bonds until moneys sufficient to pay the optional redemption price (including accrued and unpaid interest and premium, if any) of the Bonds to be prepaid shall have been deposited with the Trustee.

Section 4.03. Reserved.

Section 4.04. Extraordinary or Special Mandatory Redemption.

(a) The Bonds are subject to extraordinary or special mandatory redemption:

(i) In whole or in part, in the event the Project or any portion of it is damaged or destroyed or is taken in a condemnation proceeding to the extent of any Insurance Proceeds or Condemnation Award not used for the repair or restoration of the Project, as further described below;

(ii) In whole or in part, in the event of prepayment of the Loan at the direction of a trustee in bankruptcy for the Borrower;

(iii) In whole, when any amounts in the Bond Fund not being held therein to redeem Bonds for which notice of redemption has previously been given, is sufficient to pay any unpaid amounts required to be paid by Article V and to redeem all Outstanding Bonds; or

(b) The Bonds called for redemption pursuant to subparagraphs (a)(i) through (iii) above shall be redeemed on the first Business Day for which 30 days' notice of redemption can be given at a redemption price equal to 100% of the principal amount thereof, without premium, plus accrued and unpaid interest to the date fixed for redemption.

(c) If the Project or any part thereof is damaged or destroyed as a result of fire or other casualty, or condemned or acquired for public use, the Borrower is required to repair or restore the Project in accordance with requirements of the Mortgage and Section 5.04 of the Loan Agreement. The Trustee, within five Business Days of receipt of written notice of such damage, destruction or condemnation, shall provide written notice to the Borrower, the Issuer, the Significant Bondholder, each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative. If the conditions for repair or restoration of the Project, as provided in Section 5.04 of the Loan Agreement, are not satisfied, the Trustee will apply the Net Casualty Proceeds of any casualty insurance or condemnation to the reduction of indebtedness under the Note. In such event, the Trustee shall deposit such Net Casualty Proceeds in the Redemption Fund and apply such moneys to the redemption of Bonds in accordance with subparagraph (a)(i) above.

Section 4.05. Mandatory Redemption Resulting From Event of Default or Determination of Taxability.

(a) The Bonds shall be subject to mandatory redemption in whole at the direction of the Trustee, pursuant to the exercise of remedies under the Loan Documents, at the earliest time for which notice hereunder can be given upon the occurrence of an Event of Default as set forth in Section 8.01 or an "Event of Default" as set forth in Section 7.01 of the Loan Agreement at a redemption price equal to the principal amount of Bonds Outstanding plus the accrued and unpaid interest due thereon, from a distribution of the Trust Estate as a result of the realization by the Trustee of its rights and remedies hereunder with respect to the Trust Estate, in accordance with Section 8.04. Upon the giving of notice of redemption of the Bonds under this Section 4.05(a), the Bonds shall become payable on the date specified in such notice of redemption and in the amount specified in the preceding paragraph.

(b) At the written direction of the Significant Bondholder, the Bonds shall be subject to mandatory redemption on the next occurring Bond Payment Date in the event of a Determination of Taxability in whole at a redemption price equal to 100% of the outstanding principal amount thereof plus accrued and unpaid interest to the redemption date.

(c) The Trustee will give notice not more than ten Business Days after the Trustee's receipt of the written direction of the Significant Bondholder pursuant to Section 4.05(b) to the Borrower, the Issuer and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative stating the aggregate redemption price which will be due on the redemption date, the total of all funds held by the Trustee which are available to pay the redemption price of the Bonds, and the difference between the two amounts. The Borrower will promptly, and in any event within six months of the date on which the Borrower receives such notice, pay to the Trustee any shortfall in the funds available to pay the redemption price of the Bonds. The Trustee will give notice of such redemption to Owners upon the earlier of (i) receipt of any such required funds from the Borrower and (ii) 30 days prior to the date on which such six-month period would expire.

Section 4.06. [Reserved].

Section 4.07. Notice of Redemption.

(a) Subject to Section 4.02 in the case of optional redemptions and Section 4.05(b) in the case of a mandatory redemption in the event of a Determination of Taxability, notice of redemption shall be given by the Trustee in writing to the Issuer and the Owners by first class mail not less than 30 days, but not more than 45 days prior to, the date fixed for redemption. Receipt of such notice of redemption shall not be a condition precedent to such redemption and failure to mail such notice to any such registered Owners shall not affect the validity of the proceedings for the redemption of Bonds with respect to which no such failure occurred. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds Outstanding which shall be called for redemption and shall specify the redemption date and the redemption price. If less than all of the Bonds then Outstanding shall be called for redemption, the notice shall state the distinctive numbers and letters and CUSIP numbers, if any, of such Bonds to be redeemed and the portion of the principal amount thereof to be redeemed. Such notice shall further state that on the redemption date the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and from such date interest shall cease to accrue.

(b) Notice of redemption having been given as provided in subsection (a) of this Section 4.07 and all conditions precedent specified in such notice, if any, having been satisfied, the Bonds or portions thereof to be redeemed shall become due and payable on the date fixed for redemption at the redemption price specified herein plus any accrued and unpaid interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice. On and after the redemption date (unless the payment of the redemption price and accrued and unpaid interest payable on the redemption date is not made), (i) such Bonds (or portion thereof) shall cease to bear interest, and (ii) such Bonds (or portion thereof) shall no longer be considered as Outstanding under this Indenture.

Section 4.08. Selection of Bonds To Be Redeemed.

(a) If less than all of the Bonds are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Trustee.

(b) In making such selection by lot, the Trustee may treat each Bond to be redeemed as representing that number of Bonds of the lowest Authorized Denominations as is obtained by dividing the principal amount of such Bond by such denomination.

Section 4.09. Purchase in Lieu of Redemption. Notwithstanding anything in this Indenture to the contrary, at any time the Bonds are subject to redemption in whole pursuant to Sections 4.02 and 4.05, all (but not less than all) of the Bonds to be redeemed, as specified in the notice of redemption, may be purchased by the Trustee, at the direction of the Borrower, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof. The purchase price will be equal to the redemption price that would have been applicable to such Bonds on the redemption date. The Bonds will be purchased for the account of and at the written direction of the Borrower. The Borrower shall give the Trustee written notice at least 10 days prior to the scheduled redemption date accompanied by a Favorable Opinion of Bond Counsel addressed to the Issuer and the Trustee. If the Trustee is so directed to purchase Bonds in lieu of redemption, no notice to the Owners of Bonds to be so purchased (other than the notice of redemption otherwise required hereunder) shall be required, and the Trustee shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Bonds if such Bonds had been redeemed rather than purchased. Purchased Bonds shall not be canceled or discharged and shall be registered in the name of the Borrower or such other person or persons as shall be designated by the Borrower which executes and delivers an Investor Letter. Bonds to be purchased under this Section 4.09 that are not delivered to the Trustee on the purchase date shall be deemed to have been so purchased and not redeemed on the purchase date and shall cease to accrue interest as to the former Owner on the purchase date.

ARTICLE V PAYMENT OF BONDS; FUNDS AND ACCOUNTS

Section 5.01. Funds and Accounts. The Trustee is hereby directed to create and maintain the following funds and accounts, all as further described in this Article V:

- (a) Bond Fund, and within the Bond Fund, the Interest Account, the Administrative Expense Account, the Reserve Account and the Principal Account;
- (b) Redemption Fund; and
- (c) Rebate Fund.

Section 5.02. Bond Fund.

(a) The Trustee shall establish and maintain so long as any of the Bonds are Outstanding a separate fund to be known as the Bond Fund, and separate accounts therein to be

known as the Interest Account, the Administrative Expenses Account, the Reserve Account and the Principal Account. The Borrower's payment under the Loan Agreement shall be paid no later than the fifteenth (15th) day of each month. There shall be deposited to the Bond Fund immediately upon receipt all moneys received by the Issuer or the Trustee pursuant to Section 4.02 of the Loan Agreement, the Mortgage and the Note including payments of interest and principal on the Note, and investment earnings on certain Funds and Accounts as provided in Section 6.06.

(i) The Trustee shall:

(A) On the sixteenth day of each month (or the next Business Day if such day is not a Business Day), calculate the Cash Flow Deficiency in the Bond Fund (without consideration of amounts held in the Reserve Account of the Bond Fund), if any, as of the date of such calculation. The Trustee shall provide telephonic notice to the Borrower of the amount of the Cash Flow Deficiency, if any, on the date such calculation is made, which notice shall be promptly confirmed in writing (each, a "Deficiency Notice"). The Borrower shall pay an amount equal to the Cash Flow Deficiency in immediately available funds within three Business Days of such notice, as provided in Section 4.02 of the Loan Agreement and the Trustee shall deposit such amounts in the Bond Fund; and

(B) Immediately (but in any event no later than three Business Days after such occurrence) notify the Borrower of any failure by the Borrower to make a required monthly payment of principal of or interest on the Loan pursuant to the Note or a required payment of an amount in respect of a Cash Flow Deficiency, as described in the immediately preceding paragraph.

(C) Not later than three Business Days following a Deficiency Notice, if such Cash Flow Deficiency remains unpaid, the Trustee shall make demand on United States of America, Rural Development, U.S. Department of Agriculture ("RD") pursuant to the demand notice attached hereto as Exhibit C for payment of such Cash Flow Deficiency from any reserves then held by RD with respect to the Project.

(D) If such Cash Flow Deficiency remains unpaid and the amount held within the Reserve Account is insufficient to satisfy the deficiency on the date that is 60 days following the Trustees delivery of a Deficiency Notice, the Trustee shall make demand on the Borrower and any Investor Limited Partner of the Borrower (the "Borrower Demand") pursuant to the demand notice attached hereto as Exhibit D for payment of such Cash Flow Deficiency from any reserves then held. If such demand remains unsatisfied 20 days thereafter, the Trustee shall provide a Material Event Notice pursuant to the Continuing Disclosure Agreement.

(ii) Amounts on deposit in the Bond Fund and available for such purpose shall be disbursed, transferred or deposited on the Business Day immediately prior to each Bond Payment Date in the following order of priority:

(A) To the Interest Account, an amount which, together with amounts already on deposit therein and in the Redemption Fund for such purpose, is sufficient to pay the interest past due on the Bonds or coming due on such Bond Payment Date;

(B) Commencing on the Business Day prior to the first Bond Payment Date on which principal is due, to the Principal Account an amount which, together with amounts already on deposit therein, is sufficient to pay the principal of any Bonds past due or coming due (whether at maturity or by operation of the mandatory sinking fund redemption) on such Payment Date;

(C) To the Administrative Expenses Account, all fees, indemnification amounts and other amounts payable to and for the account of the Trustee;

(D) To the Administrative Expenses Account, an amount sufficient to pay the portion of the Administrative Expenses accrued pursuant to Section 5.05;

(E) To the Reserve Account, any amount necessary to restore the Reserve Amount to an amount equal to two full monthly Loan payments;

(F) To the Redemption Fund, in the event of redemption of the Bonds pursuant to Section 4.02, 4.04 or 4.05, any amounts remaining;

(G) To be retained in the Bond Fund and used to cure any deficiency in amounts required by clauses (A) through (K) above, the balance, provided that, except as provided in Section 5.10 with respect to transfers to the Rebate Fund, on each Bond Payment Date, any amounts remaining in the Bond Fund on such date after the foregoing transfers have been made shall be transferred to the Borrower.

(b) Upon the payment in full of the Bonds and the fees and expenses that are due or will be due to the Issuer, the Trustee, the Paying Agent and the Registrar and all amounts owing pursuant to Section 12.01, and the payment of amounts payable to the United States pursuant to Section 5.10, any amounts remaining in the Bond Fund shall be paid as provided in Section 5.12. Moneys in the Bond Fund shall be invested in accordance with Section 6.05 with such maturities as shall be necessary to provide cash to make the transfers required hereby.

Section 5.03. Interest Account. The Issuer hereby directs the Trustee to establish and maintain so long as any of the Bonds are Outstanding a separate account within the Bond Fund to be held by the Trustee to be known as the Interest Account. There shall be deposited in the Interest Account amounts required by Section 5.02. Moneys on deposit in the Interest Account shall be applied by the Trustee to pay interest on the Bonds as it becomes due. The Borrower has no right, title or interest in any funds on deposit in the Interest Account.

Section 5.04. Principal Account. The Issuer hereby directs the Trustee to establish and maintain so long as any of the Bonds are Outstanding a separate account within the Bond Fund to be held by the Trustee to be known as the Principal Account. There shall be deposited in the Principal Account amounts required by Section 5.02.

Moneys on deposit in the Principal Account shall be applied by the Trustee to pay principal on the Bonds as it becomes due (whether at maturity or by operation of the mandatory sinking fund redemption). The Borrower has no right, title or interest in any funds on deposit in the Principal Account.

Section 5.05. Administrative Expenses Account. The Issuer hereby directs the Trustee to establish and maintain so long as any of the Bonds are Outstanding a separate account within the Bond Fund to be known as the Administrative Expenses Account. The Trustee shall deposit to the Administrative Expenses Account those amounts required by Section 5.02. On each Bond Payment Date, the Trustee shall pay from the Administrative Expenses Account, to the extent such amounts are then payable (a) to the Trustee, the Trustee Fee, (b) to the Issuer, the Issuer Fee, and (c) to the Rebate Analyst, the Rebate Analyst Fee. Extraordinary expenses shall be disbursed immediately upon receipt by the Trustee and the Borrower of evidence of such extraordinary expenses to the extent funds for payment thereof have been deposited therein. Moneys in the Administrative Expenses Account shall be invested in accordance with Section 6.05 with such maturities as shall be necessary to provide cash to make the transfers required hereby. To the extent the Trustee invests moneys pursuant to instruction by the Borrower, the Trustee shall have no responsibility to determine maturities of investments.

Section 5.06. Reserve Account. The Issuer hereby directs the Trustee to establish and maintain so long as any of the Bonds are Outstanding a separate account within the Bond Fund to be known as the Reserve Account. On the Remarketing Date, the Trustee shall deposit to the Reserve Account an amount equal to two monthly Loan payments which shall be held therein and used only to provide timely payment to Bondholders in the case of a Cash Flow Deficiency. Immediately upon receipt of satisfaction of such Cash Flow Deficiency by the Borrower or any Related Party or by RD, the Trustee shall use such amounts to restore the Reserve Account to an amount equal to two monthly Loan payments.

Section 5.07. Redemption Fund. The Issuer hereby directs the Trustee to establish and maintain so long as any of the Bonds are Outstanding a separate fund to be held by the Trustee to be known as the Redemption Fund.

(a) The Trustee shall deposit in the Redemption Fund, all moneys paid to it for optional redemption by the Borrower pursuant to the provisions of Section 4.05 of the Loan Agreement. Moneys shall be paid by the Trustee to the Owners of Bonds called for redemption in accordance with the provisions of Section 4.02.

(b) The Trustee shall deposit in the Redemption Fund, all moneys paid to it by the Borrower or transferred from other Funds and Accounts as specifically provided for in this Indenture, for the mandatory redemption of Bonds pursuant to Sections 4.04 and 4.05, sufficient (together with moneys available for such purpose in the Interest Account) to pay the redemption price of Bonds called for redemption. Moneys shall be paid by the Trustee to the Owners of Bonds called for redemption in accordance with the provisions of Sections 4.04 and 4.05, respectively.

Section 5.08. Temporary Funds and Accounts. The Trustee is hereby authorized to establish and maintain for as long as is necessary, one or more temporary funds and accounts under this Indenture.

Section 5.09. Moneys Held for Particular Bonds; Nonpresentment of Bonds.

(a) The amounts held by the Trustee for payment of the interest, principal or redemption price due on any date with respect to particular Bonds shall, pending such payment, be set aside and held in trust by it for the Bondholders entitled to such payment and, for the purposes of this Indenture, such interest, principal or redemption price, after the due date of payment, shall no longer be considered to be unpaid.

(b) In the event any Bonds are not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if funds sufficient to pay such Bonds have been made available to the Trustee for the benefit of the owner thereof, it shall be the duty of the Trustee to hold such funds for the Bondowners without liability for interest. If such funds shall have remained unclaimed for four years after such principal or interest has become due and payable, such funds shall be paid to the Borrower without liability for interest on the funds, provided all amounts owed to Trustee hereunder shall have been paid. All liability of the Trustee to the owner for the payment of such Bond will forthwith cease, determine and be completely discharged. The obligations of the Trustee under this Section to pay any such funds to the Borrower shall be subject to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property. Any moneys received by the Borrower will not be held in trust for the benefit of the Bondowner. The Borrower is not liable for interest on the Bonds from the due date if funds sufficient to pay such Bonds have been made available to the Trustee for the benefit of the Owner thereof.

Section 5.10. Rebate Fund.

(a) The Trustee will deposit in the Rebate Fund such amounts as are required to be deposited therein pursuant to Section 2.07 of the Loan Agreement and the Tax Certificate. Subject to the payment provisions provided in subsection (b) below, all amounts on deposit at any time in the Rebate Fund will be held by the Trustee in trust, to the extent required to pay arbitrage rebate to the United States of America, and the Issuer, the Borrower and the Bondowners shall not have any rights in or claim to such moneys. All amounts held in the Rebate Fund will be applied as provided in this Section and the Tax Certificate. The Borrower, at its own expense, shall engage the Rebate Analyst to make the calculations required by the Tax Certificate.

(b) Pursuant to the Loan Agreement and the Tax Certificate, the Trustee will remit all arbitrage rebate and a final rebate payment to the United States of America. The Trustee has no obligation to rebate any amounts required to be rebated pursuant to this Section and the Tax Certificate, other than from moneys held in the Funds and Accounts created under this Indenture or from other moneys provided to the Trustee by the Borrower.

(c) Notwithstanding any other provision of this Indenture, including in particular Article IX, the obligation to pay the arbitrage rebate to the United States of America and to

comply with all other requirements of this Section, Section 2.07 of the Loan Agreement and the Tax Certificate shall survive the defeasance or payment in full of the Bonds.

(d) Upon the payment of all arbitrage rebate to the United States of America due under the Code, all moneys remaining in the Rebate Fund will be remitted to the Borrower.

(e) In order to provide for the administration of this Section, the Issuer and the Trustee may provide for the employment of the Rebate Analyst compensated on such reasonable basis as the Trustee (or the Issuer or the Borrower) may deem appropriate, and in addition to and without limitation of the provisions of this Section, the Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the opinions, calculations, determinations, directions and advice of the Rebate Analyst.

Section 5.11. Reserved.

Section 5.12. Release of Funds Upon Payment of Bonds. Any amounts remaining in any funds or accounts created hereunder after payment in full of the Bonds or provision therefor in accordance with Section 12.01, the Administrative Expenses, any amounts required to be paid to the United States of America and all other amounts required to be paid pursuant to Section 12.01 or under the Loan Agreement shall be paid to the Borrower.

Section 5.13. Reserved.

Section 5.14. Operating Reserve Fund.

Any demand made by the Trustee on RD in pursuant to Section 5.02 hereof is anticipated to be met by amounts held by RD with respect to the Project. RD maintains custody of such Operating Reserve in connection with subordinate financing on the Project and certain financial assistance that RD provides to the Project. Neither the Bondholders nor the Trustee have any lien on the Operating Reserve Fund and such Fund is not pledged to the Trust Estate.

**ARTICLE VI
DEPOSIT OF REMARKETING PROCEEDS**

Section 6.01. Deposits.

(a) The proceeds from the remarketing of the Bonds in the amount of \$9,505,000 received on the Remarketing Date shall be applied to pay the purchase price of the Bonds.

(b) The Borrower Contribution in the amount of \$_____ received on the Closing Date shall be deposited in the Costs of Issuance Fund.

(c) A deposit in the amount of \$_____ shall be credited to the Reserve Account of the Bond Fund.

Section 6.02. Reserved.

Section 6.03. Requisitions. The Trustee shall retain in its possession all requisitions received by it as herein required, subject to the inspection of the Borrower and the Owners of Bonds and their representatives at all reasonable times.

Section 6.04. Insurance and Condemnation Proceeds Fund.

(a) The Borrower will deposit moneys representing a Condemnation Award or Insurance Proceeds that exceed \$10,000 with the Trustee. The Trustee will deposit these moneys into the Insurance and Condemnation Proceeds Fund established at that time by the Trustee. Such account need not be created until required. Earnings on investments held in the Insurance and Condemnation Proceeds Fund shall be retained therein to be applied in accordance with this Section 6.04.

(b) To the extent there has been a determination pursuant to the Mortgage and the Loan Agreement to restore the Project, the Condemnation Award or Insurance Proceeds shall be expended in accordance with the provisions of the Loan Agreement and the Mortgage. Amounts on deposit in the Insurance and Condemnation Proceeds Fund shall be disbursed by the Trustee for the repair or replacement of the Project upon the receipt by the Trustee from the Borrower of:

(i) Requisitions:

(A) specifying the requisition number, the amount requested, and the names and addresses of the persons to which such amounts shall be paid; and

(B) certifying that:

(1) the amounts requested were made or incurred or financed and were necessary for the Project and were made or incurred in substantial accordance with the construction contracts, plans and specifications, if any, theretofore in effect;

(2) the amount paid or to be paid, as set forth in such requisition, represents a part of the amount due and payable for the cost of repairing or replacing the Project and such payment was not paid in advance of the time, if any, fixed for payment and is being made in accordance with the terms of any contracts applicable to the Project and in accordance with usual and customary practice under existing conditions;

(3) no part of the amounts requisitioned in such requisition has been included within amounts referred to in any requisition previously filed with the Trustee from such Condemnation Award or Insurance Proceeds, as the case may be, under the provisions of this Section 6.04;

(4) the amount remaining in the Insurance and Condemnation Proceeds Fund, together with expected investment earnings on the Insurance and Condemnation Proceeds Fund and

not required to be deposited into the Rebate Fund and other funds available to the Borrower, after payment of the amount requested in such requisition, will be sufficient to pay the entire cost of repairing or replacing the Project, as the case may be, substantially in accordance with the construction contracts, plans and specifications and building permits therefor, if any, currently in effect;

(5) no event of default has occurred and is continuing under the Loan Agreement, the Regulatory Agreement, the Mortgage or the Note and nothing has occurred to the knowledge of the Borrower that would prevent the performance of its obligations under the Indenture, the Loan Agreement, the Regulatory Agreement, the Mortgage or the Note; and

(6) the Borrower is current in the provision of information required by Sections 5.09 and 5.10 of the Loan Agreement;

Provided, however, that the requirements in subsections (5) and (6) above shall be waived upon written direction of the Significant Bondholder.

(ii) invoices or bills evidencing the amounts due in connection with such requisition; and

(iii) if such net proceeds exceed \$250,000:

(A) an architect's certificate stating that such repairs or replacements are practical and necessary, have been completed in accordance with plans and specifications previously provided to the Trustee and that such repairs or replacements comply with all applicable statutes, codes and regulations; and

(B) applicable lien waivers (subject to Borrower's right to contest liens diligently and in good faith, as may be provided in the other Loan Documents).

If at any time during the restoration, the Condemnation Award or Insurance Proceeds are less than the estimated costs to repair or restore the Project, the Borrower shall be responsible for paying all amounts of such shortfall. If after completion of any such repairs or replacements, any funds remain in the Insurance and Condemnation Proceeds Fund, the remaining funds shall be transferred by the Trustee to the Redemption Fund and used to prepay the Loan and to redeem Bonds pursuant to Section 4.04; provided, however, such remaining funds shall first be paid to the Borrower in an amount not to exceed the amount paid by the Borrower, if any, to cover any shortfall. Notwithstanding the above provisions, all proceeds of business interruption insurance shall be collected and deposited by the Trustee into the Bond Fund created under this Indenture.

In the event there is a determination pursuant to the Mortgage and the Loan Agreement not to restore the Project, such Condemnation Award or Insurance Proceeds

shall be transferred to the Redemption Fund and applied to the extraordinary mandatory redemption of Bonds in accordance with Section 4.04.

Section 6.05. Moneys Held in Trust; Investment of Moneys.

(a) All moneys from time to time received by the Trustee and held in the funds and accounts created hereby (other than the Rebate Fund, and the Administrative Expenses Account), shall be held in trust as security for the benefit of the Owners of the Bonds. All such moneys shall be invested in Eligible Investments as provided in this Indenture and the Tax Certificate.

(b) Any such investments shall be held by or be under the control of the Trustee. The Trustee will liquidate a sufficient amount of such investments whenever the cash balance in the applicable fund or account is insufficient to pay amounts required to be paid therefrom, whether or not the same results in a loss. Any moneys held as a part of any fund or account herein shall be invested or reinvested in Eligible Investments at the request of and as directed in writing by the Borrower. The Trustee may conclusively rely on any investment directed by the Borrower as being permitted by the Tax Certificate. In the absence of any such investment direction, the Trustee shall invest moneys held as part of any fund or account in a money market fund of the type described in clause (h) of the definition of "Eligible Investments" or pursuant to any repurchase agreement of the type described in clause (d) of such definition.

(c) The value of the Eligible Investments shall be determined as of the end of each month and shall be calculated as follows:

(i) As to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*), the average of the bid and asked price for such investment published on or most recently prior to the date of determination or the bid price published by a nationally recognized pricing service;

(ii) As to investments (other than those described in (iii) below) the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or *The New York Times*, the average bid price on the date of determination for such investment by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time of making a market in such investments or the bid price published by a nationally recognized pricing service; and

(iii) As to certificates of deposit and bankers' acceptances, the face amount thereof, plus accrued and unpaid interest.

Section 6.06. Investment Earnings.

(a) Earnings on investments held in all funds and accounts (except as provided below) shall be deposited to the Bond Fund and retained therein and applied in the manner prescribed by Section 5.02. Earnings on investments held in the the Bond Fund, the Rebate Fund and the Replacement Reserve Fund shall be retained in the respective fund or account and applied to the respective purposes thereof. Earnings on the Insurance and Condemnation Proceeds Fund shall be retained therein until applied as provided in Section 6.04.

(b) The Trustee shall keep separate records with respect to each fund, account and subaccount established under this Indenture for the purposes of accounting for all amounts earned on amounts therein, withdrawn therefrom and transferred thereto.

Section 6.07. Tax Covenants.

(a) ***Issuer's Covenants.*** The Issuer covenants and agrees that until the final maturity of the Bonds based upon the Borrower's covenants in Section 2.07 of the Loan Agreement and the Tax Certificate, it will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be arbitrage bonds, within the meaning of Section 148 of the Code.

(i) If the Borrower notifies the Issuer that it is necessary to restrict or limit the yield on the investment of moneys held by the Trustee pursuant to this Indenture, or to use such moneys in any certain manner to avoid the Bonds being considered arbitrage bonds, the Issuer, at the written direction and sole expense of the Borrower, shall deliver to the Trustee a written order containing appropriate instructions, in which event the Trustee shall take such action as so directed by the Borrower to restrict or limit the yield on such investment or to use such moneys in accordance with such order.

(ii) The Issuer shall not use or permit the use of any proceeds of the Bonds or any other funds of the Issuer within its control, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions within its control which would result in any of the Bonds being treated other than as an obligation described in Section 103(a) of the Code.

(iii) The Issuer will not take any action within its control that would result in all or any portion of the Bonds being treated as federally guaranteed within the meaning of Section 149(b)(2) of the Code.

(iv) For purposes of this Section 6.07 the Issuer's compliance shall be based solely on matters within the Issuer's control and no acts, omissions or directions of the Borrower, the Trustee or any other persons shall be attributed to the Issuer.

(v) Unless a Favorable Opinion of Bond Counsel is received, the Issuer hereby covenants that it will request the Borrower to:

(A) expend all proceeds of the Bonds and the investment income thereon (excluding amounts in the Rebate Fund) within three years of the date of issuance of the Bonds;

(B) make the payments (but only from the sources and subject to the limitations described in Section 5.10), if any, required to be made to the United States pursuant to the Code in order to establish or maintain the exclusion from gross income of interest on the Bonds for purposes of federal income taxation. In this regard, the Issuer will cause the Borrower to maintain books and records complying with any related requirements of the Code.

(vi) All officers, employees and agents of the Issuer are authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Issuer as of the date of delivery of the Bonds. In complying with the foregoing covenants, the Issuer may rely from time to time upon a Favorable Opinion of Bond Counsel.

(b) ***Trustee's Covenants.*** The Trustee agrees that it will invest funds held under this Indenture in accordance with the terms of this Indenture and the Tax Certificate (this covenant shall extend throughout the term of the Bonds, to all funds, accounts and subaccounts created under this Indenture and all moneys on deposit to the credit of any fund, account or subaccount). The Trustee covenants to and for the benefit of the Owners of the Bonds that, notwithstanding any other provisions of this Indenture or of any other instrument, it will not make or cause to be made any investment or other use of the moneys in the funds or accounts which would cause the Bonds to be classified as "arbitrage bonds" within the meaning of Sections 103(b) and 148 of the Code or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes, provided that the Trustee shall be deemed to have complied with such requirements and shall have no liability to the extent it follows the written directions of the Borrower, the Issuer or the Rebate Analyst in a commercially reasonable manner. This covenant shall extend, throughout the term of the Bonds, to all funds created under this Indenture and all moneys on deposit to the credit of any fund. Pursuant to this covenant, with respect to the investments of the funds and accounts under this Indenture, the Trustee obligates itself to comply throughout the term of the issue of the Bonds with the requirements of Sections 103(b) and 148 of the Code, provided that the Trustee shall be deemed to have complied with such requirements and shall have no liability to the extent it reasonably follows the written directions of the Borrower, the Issuer or the Rebate Analyst in a commercially reasonable manner. The Trustee further covenants that should the Issuer or the Borrower file with the Trustee (it being understood that neither the Issuer nor the Borrower has an obligation to so file), or should the Trustee receive, an opinion of Bond Counsel to the effect that any proposed investment or other use of proceeds of the Bonds would cause the Bonds to become "arbitrage bonds," then the Trustee will comply with any written instructions of the Borrower regarding such investment or use so as to prevent the Bonds from becoming "arbitrage bonds," and the Trustee will bear no liability to the Issuer, the Borrower or the Owners of the Bonds for investments made in accordance with such instructions.

(c) ***Change in Law.*** To the extent that published rulings of the Internal Revenue Service, or amendments to the Code or the Regulations modify the covenants of the Issuer or the Trustee which are set forth in this Indenture or which are necessary for interest on the Bonds to be excludable from gross income for federal income tax purposes, the Trustee and the Issuer will comply with such modifications upon the direction of Bond Counsel specifying such modifications, provided if the Trustee determines that the modifications impose increased costs on the Trustee, the Trustee Fee shall be increased to cover the costs of the modifications.

ARTICLE VII SPECIAL COVENANTS

Section 7.01. Enforcement of Obligations. The Issuer agrees that it will cooperate with the Trustee to enforce all obligations of the Borrower under the Loan

Documents. Subject to the terms and conditions of Section 9.05, the Trustee, acting jointly with or independently of, but, if necessary, in the name of, the Issuer, shall have, and is hereby assigned and granted the full and complete right and power to enforce all obligations of the Borrower under the Loan Agreement and all other documents and instruments relating to the issuance, payment and security of the Bonds, and to act in the name, place and stead of the Issuer for that purpose.

Section 7.02. Amendments to Agreement; Assignments. Subject to Sections 11.06 and 11.09, the Issuer will not enter into any agreement with the Borrower amending the Loan Agreement or any of the other Loan Documents or waive any provision thereof except in accordance with this Indenture and with the prior written consent of the Owners of a majority of aggregate principal amount of the Outstanding Bonds (unless such amendment is required by applicable law in the opinion of Bond Counsel or if required pursuant to the Regulatory Agreement) and any other purported amendment or waiver shall be void and of no force and effect; and, except for the assignments to the Trustee herein, the Issuer will not sell, transfer or otherwise dispose, assign or encumber its interest in any part or all of the Trust Estate (including without limitation the Loan Documents) and any such purported sale, transfer or other disposition, assignment or encumbrance shall be void and of no force and effect.

Section 7.03. Further Instruments and Actions. The Issuer will from time to time execute and deliver such further instruments and take such further actions as may be reasonably required to perfect the security interests herein granted and to carry out the purposes hereof.

Section 7.04. Financial Statements. The Borrower shall provide to the the Significant Bondholder and each Owner at the Borrower's expense financial statements in accordance with the requirements of the Loan Agreement. Not later than 10 Business Days after each March 31, the Trustee shall deliver to the the Significant Bondholder and each Owner, according to its written direction at the address supplied to the Trustee by each or its authorized representative, an annual statement of transactions and holdings as of December 31 of the prior year. The Trustee shall provide to the Issuer within 30 days following each June 30 during which the Bonds are Outstanding, written information as to the aggregate principal amount of Bonds Outstanding at the close of business on the immediately preceding June 30.

Section 7.05. Debt Service Coverage Ratio.

- (a) .
- (b) .
- (c) .

**ARTICLE VIII
DEFAULTS AND REMEDIES**

Section 8.01. Events of Default.

(a) Each of the following events is hereby declared an Event of Default:

(i) the failure to pay the principal (whether due at maturity, or otherwise) or redemption or purchase price of or sinking fund requirement or interest on the Bonds when due or to redeem or purchase Bonds on the date on which such redemption or purchase is required to be made;

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer or the Borrower contained in the Loan Documents or this Indenture (except a failure by the Borrower to pay sums due for deposit in the Administrative Expenses Account, other than the Trustee's fees), and failure to remedy such default after written notice thereof has been given to the Issuer or the Borrower (with a copy to the Investor Limited Partner), as applicable, by the Trustee or the Significant Bondholder, if any, in accordance with Section 8.01(b);

(iii) under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the whole or any substantial part of the Project, and such custody or control is not terminated within 90 days from the date of assumption of such custody or control.

(b) Anything herein to the contrary notwithstanding, no default under Section 8.01(a)(ii) shall constitute an Event of Default until (i) notice of such default shall have been given by the Trustee to the Issuer and the Borrower (with a copy to the Investor Limited Partner the Significant Bondholder, if any, or the Owners of a majority in principal amount of Outstanding Bonds) and (ii) the Borrower shall have had 30 days after receipt of such notice by the Borrower to correct such default or cause such default to be corrected, and shall not have corrected such default or caused such default to be corrected within the applicable period; provided, however, if the default shall be such that it cannot be corrected within the applicable period (other than violations of the Regulatory Agreement or the Tax Certificate bearing on the tax-exempt status of the Bonds, in which case any additional time for cure shall be only as allowed by the Regulatory Agreement or the Tax Certificate, as applicable), it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Borrower within the applicable period and diligently pursued until the default is corrected; provided, further that, in any case, such corrective period shall not exceed 90 days after receipt of such notice by the Borrower.

(c) The Significant Bondholder, if any, or the Owners of a majority of the aggregate principal amount of Bonds Outstanding may waive any Event of Default hereunder and upon such waiver the occurrence of such event shall not be deemed an Event of Default hereunder. No waiver shall be effective unless in writing and signed by the party making the waiver. In the event any agreement contained in this Indenture should be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.02. Rescission of Event of Default. If within 15 days of the occurrence of an Event of Default, other than under Section 8.01(a)(i) or (iv), and before the entry of final judgment or decree in any suit, action or proceeding instituted on

account of such Event of Default, or before the completion of the enforcement of any other remedy under this Indenture, (a) money sufficient to pay the principal of all Bonds then matured, purchased or called for redemption (except by virtue of declaration of the acceleration of the maturity of the Bonds) and all arrears of interest, if any, upon Bonds then Outstanding (except by virtue of such declaration and the interest accrued on Bonds since the last Bond Payment Date) has accumulated in the Bond Fund, (b) all amounts then payable by the Issuer hereunder have been paid or a sum sufficient to pay the same has been deposited with the Trustee, and (c) every other default in the observance or performance of any covenant, condition, agreement or provision contained in the Bonds or in this Indenture (other than a default in the payment of the Bonds then due only because of an acceleration pursuant to Section 8.03) has been remedied to the satisfaction of the Trustee then and in every such case the Trustee may, and upon the written request of the Significant Bondholder, if any, or the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds not then due (except by virtue of such Event of Default shall, by written notice to the Issuer, the Borrower and the Investor Limited Partner rescind and annul such Event of Default and its consequences, but no such rescission or annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 8.03. Remedies.

(a) Upon the happening and continuance of any Event of Default specified in Section 8.01(a) which has not been rescinded as provided in Section 8.02, then and in every such case the Trustee (unless such action is rescinded pursuant to Section 8.02 and except as provided in the last sentence of this Section 8.03(a)), subject to Section 9.05, may proceed, and upon the happening and continuance of any Event of Default specified in Section 8.01(a)(iii) or upon the written request of the Significant Bondholder, if any, or the Owners of not less than a majority of the aggregate principal amount of the Bonds then Outstanding (unless such action is rescinded pursuant to Section 8.02), subject to Section 9.05, shall proceed, subject to the provisions of the succeeding paragraph of this Indenture, to protect and enforce its rights and the rights of the Owners under applicable laws and under this Indenture:

(i) by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights; and

(ii) by notice in writing to the Owners, the Borrower and the Issuer declare the entire Outstanding principal amount of the Bonds to be immediately due and payable, and upon any such declaration the same shall become and shall be immediately due and payable.

In addition, the Trustee may exercise any and all remedies afforded the Issuer under the Loan Documents in its name or the name of the Issuer without the necessity of joining the Issuer.

(b) In the enforcement of any remedy under this Indenture the Trustee shall be entitled to sue for, enforce payment of, and receive any and all unpaid amounts then or during any default becoming, and at any time remaining, due from the Borrower for principal, redemption price, interest or otherwise under any of the provisions of this Indenture or of the Note or the Bonds, with interest on overdue payments of principal, at the Maximum Interest Rate together with any and all costs and expenses of collection and of all proceedings hereunder and under such Note or the Bonds, without prejudice to any other right or remedy of the Trustee or of the Owners, and to recover and enforce any judgment or decree against the Borrower, but solely as provided herein and in such Bonds, for any portion of such amounts remaining unpaid and interest costs and expenses as above provided, and to collect (but solely from money in the funds and accounts pledged to secure the Bonds under the provisions of this Indenture and any other money available for such purpose) in any manner provided by law, the money adjudged or decreed to be payable.

(c) Notwithstanding any provision or obligation to the contrary herein set forth and except as otherwise provided in the Loan Documents, including, but not limited to Section 8.11(b) of the Loan Agreement, (i) the liability of the Borrower, its respective partners and others described in Section 8.11 of the Loan Agreement under this Indenture and under any other agreement executed and delivered in connection with the Bonds or the Project shall be limited to its interest in the Project, and the parties hereto shall look exclusively thereto and to such other security as may from time to time be given for payment of the obligations hereunder, and any judgment rendered against the Borrower, any partner of the Borrower, and others described in Section 8.11 of the Loan Agreement under this Indenture shall be limited to the Project and any other security so given for satisfaction thereof; and (ii) no deficiency or other personal judgment, nor any order or decree of specific performance shall be rendered against the Borrower, any partner of the Borrower, and others described in Section 8.11 of the Loan Agreement, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceeding arising out of this Indenture, or any judgment, order or decree rendered pursuant to any such action or proceeding.

Section 8.04. Occurrence of Event of Default. Following the occurrence of an Event of Default and recovery of moneys under this Indenture, the Trustee shall, subject to the requirements of Section 9.02 and the conditions set forth in Section 9.05, apply moneys in all funds and accounts (except the Rebate Fund, and the Administrative Expenses Account), together with amounts recovered under the Note or in connection therewith, insofar as necessary to make timely payments of principal of and premium, if any, and interest on the Bonds to the Owners as scheduled under the Bonds and as provided in Section 5.02(a), or, if the Bonds have been accelerated, to pay all principal, premium, if any, and interest payable on the Bonds as a result of such acceleration, such amounts to be applied as follows and in the following order of priority:

(a) To the payment of the costs and expenses of the Issuer and the Trustee, including, but not limited to, reasonable attorneys' fees, in connection with any sale of the Project and the payment of all taxes or assessments prior to the lien of the Mortgage, except any taxes, assessments, liens, or other charges, subject to which the Project shall have been sold or disposed;

(b) To the payment to the Issuer and the Trustee of all fees, expenses and indemnification due and owing to the Issuer and the Trustee by the Borrower under this Indenture and the Loan Documents;

(c) To the payment of the whole amount then due, owing and unpaid upon the Bonds, for principal, premium, if any, and interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing and unpaid upon the Bonds, then payment shall be made pursuant to Section 8.05;

(d) To reimburse the Owners for any amounts advanced to the Trustee pursuant to Sections 8.08 and 9.05; and

(e) To the payment of any other sums required to be paid by the Borrower pursuant to the provisions of this Indenture or the Loan Documents.

SUCH PAYMENT TO THE OWNERS SHALL CONSTITUTE FULL SATISFACTION OF THE AMOUNTS DUE UNDER THE BONDS.

Section 8.05. Application of Funds.

(a) Anything in this Indenture to the contrary notwithstanding, but subject to Sections 8.04, 9.02 and 9.05, if at any time the money in the funds and accounts established hereunder is not sufficient to pay the interest on and the principal and redemption price of the Bonds as the same become due and payable (either by their terms, by redemption or by acceleration), such money, together with any money then available or thereafter becoming available for such purposes, whether through the exercise of the remedies provided for in this Article VIII or otherwise, shall be applied as follows:

FIRST, to the payment of costs and expenses of suit or settlement, if any, and the reasonable compensation of the Trustee and the Issuer (including the Trustee Fee and the Issuer Fee) its agents, attorneys, experts and advisors actually incurred, and of all proper expenses, liabilities and advances incurred or made hereunder by the Trustee or the Issuer and of all taxes, assessments or liens superior to the lien of the Mortgage, except any taxes, assessments or other superior liens subject to which sale of the Project may have been made;

SECOND, to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the direct order of the maturity of the installments of such interest and, if the amounts available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

THIRD, to the payment to the persons entitled thereto of the unpaid principal and premium, if any, on any of the Bonds, which shall have become due (other than Bonds which have matured or otherwise become payable prior to such Event of Default and moneys for the payment of which are held in the Bond Fund or otherwise held by the Trustee) and, if the amount available shall not be

sufficient to pay in full the amount of principal and premium, if any, due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or privilege;

FOURTH, to the payment of Administrative Expenses (other than those provided for by FIRST ABOVE);

FIFTH, with respect to any excess foreclosure proceeds, to any subordinate lienholders, if any, as their interests may appear, and the balance of such foreclosure proceeds, if any, to the Borrower; and

SIXTH, the remainder shall be paid to the Borrower.

(b) All payments to be made to the Owners pursuant to this Section 8.05 shall be made ratably to the persons entitled thereto, without discrimination or preference, and except that if there are insufficient funds to make any payment of interest or principal then due, the amount to be paid in respect of principal or interest, as the case may be, on each Bond shall be determined by multiplying the aggregate amount of the funds available for such payment by a fraction, the numerator of which is the amount then due as principal or interest, as the case may be, on each Bond and the denominator of which is the aggregate amount due in respect of all interest or all principal, as the case may be, on all Bonds and provided further that all payments shall be made to the Owners of the Bonds.

(c) Notwithstanding the provisions of this Section 8.05, if the time for the payment of any interest shall be extended upon the written approval of all Owners of the Bonds, such interest so extended shall not be entitled in case of an Event of Default hereunder to the benefit or security of this Indenture except subject to the prior payment in full of the principal and premium, if any, of all Bonds then Outstanding, of the written approval of all Owners of the Bonds, and of all interest the time for the payment of which has not been extended.

(d) Whenever money is to be applied by the Trustee pursuant to the provisions of this Section 8.05, (i) such money shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion determines, having due regard for the amount of such money available for such application and the likelihood of additional money becoming available for such application in the future; and (ii) the Trustee shall incur no liability whatsoever to the Issuer, to any Owner or to any other person for any delay in applying any such money so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee exercises such discretion in applying such money, it shall fix the date (which shall be an Interest Payment Date unless the Trustee deems another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to the Owner of any Bond until such Bond is surrendered to the Trustee for appropriate endorsement, or for cancellation if fully paid.

Section 8.06. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or Owners on account of any Event of Default is discontinued or abandoned for any reason, then and in every such case the Issuer, the Borrower, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

Section 8.07. Control of Proceedings by Owners; Limitation on Exercise by Issuer and Trustee. Anything in this Indenture to the contrary notwithstanding, but subject to the provisions of Section 8.03, the Owners of a majority of the Bonds then Outstanding hereunder shall have the right, subject to the provisions of Sections 9.02 and 9.05, by an instrument or concurrent instruments in writing, executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall not be otherwise contrary to law or provisions of this Indenture. Notwithstanding the foregoing, the Trustee shall not be required, after making such determinations, to foreclose the Mortgage or take, in its name, a deed in lieu of foreclosure, including environmental audits, if it determines in its judgment that taking title or possession of the Project would expose it to environmental liability.

The Issuer and the Trustee hereby agree that, upon the occurrence of an Event of Default hereunder or a default under the Loan Agreement or the Regulatory Agreement, neither shall seek, in any manner, to: (a) cause or direct acceleration of the Loan or the Note; (b) enforce the Note; (c) foreclose on the Mortgage; (d) cause redemption of the Bonds or declare the principal of the Bonds and the interest accrued on the Bonds to be immediately due and payable; or (e) take any other action under any of the Loan Documents or any other documents which action would or could have the effect of achieving any one or more of the actions, events or results described in the preceding clauses (a) through (d), without the prior written consent of the Owners of a majority of the Bonds then Outstanding; provided that the Issuer or the Trustee may seek specific performance by the Borrower of the terms of the Loan Agreement or the Regulatory Agreement or enjoin acts which may be in violation of the terms of the Loan Agreement or Regulatory Agreement or which are unlawful, and the Issuer may seek monetary recovery with respect to the Unassigned Issuer's Rights, provided that no such recovery shall result in any action, event or result in described in the preceding clauses (a) through (e).

Section 8.08. Restrictions Upon Action by Individual Owners. Except as provided in Section 8.07, no Owner shall have any right to institute any suit, action or proceeding in equity or at law on any Bond or for the execution of any trust hereunder or for any other remedy hereunder unless such Owner previously has (a) given to the Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted, (b) together with the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding made written request of the Trustee to exercise such powers or right of action after such right has accrued, (c) afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceeding in its or their name, and (d) offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee has refused or neglected

to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or to any other remedy hereunder. It is understood and intended that no one or more Owners hereby secured have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or to enforce any right hereunder except in the manner herein provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Owners of such Outstanding Bonds, and that any individual right of action or other right given to one or more of such Owners by law is restricted by this Indenture to the rights and remedies herein provided.

Section 8.09. Actions by Trustee. All rights of action under this Indenture or under any of the Bonds secured hereby, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production thereof at the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all of the Owners of such Bonds, subject to the provisions of this Indenture.

Section 8.10. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 8.11. Delay Not a Waiver. No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee and to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient. The Trustee may, and upon written request of the Significant Bondholder, if any, or the Owners of a majority of the aggregate principal amount of Bonds Outstanding shall, waive any Event of Default, but no such waiver shall extend to or affect any other existing or any subsequent Event of Default or impair any rights or remedies consequent thereon. All waivers under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer and the Borrower.

Section 8.12. Notice of Event of Default. The Trustee shall mail to all Owners at their addresses as they appear on the registration books maintained by the Trustee, written notice of the occurrence of any Event of Default within five Business Days after the Trustee has notice (pursuant to the provisions of Section 9.08) that any such Event of Default has occurred which notice shall include a description of any cure undertaken by or on behalf of the Borrower and any remedy commenced by the Trustee. The Trustee shall mail a copy of such notice to the Borrower and the Investor Limited Partner, provided that failure to provide such notice shall not subject the Trustee to any liability nor limit any of the remedies available to it. The Trustee shall not, however, be subject to any liability to any Owner by reason of its failure to mail any such notice.

Section 8.13. Trustee May File Proofs of Claim.

(a) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or the Borrower or any other obligor upon the Bonds or the property of the Issuer, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuer and/or the Borrower for the payment of overdue principal or interest) shall be entitled and empowered, and shall, at the written direction of the Significant Bondholder, if any, by intervention of such proceeding or otherwise,

(i) To file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Bonds then Outstanding and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Owners allowed in such judicial proceeding; and

(ii) To collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Owner to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Owners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agent and counsel.

(b) The Trustee is hereby appointed, and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee, the true and lawful attorney in fact of the respective Owners of the Bonds, with authority to make or file, in the respective names of the Owners of the Bonds or on behalf of all Owners of the Bonds, as a class, any proof of debt, amendment to proof of debt, petition or other documents and to execute any other papers and documents and to do and perform any and all acts and things for and on behalf of all Owners of the Bonds as a class, as may be necessary or advisable in the opinion of the Trustee, in order to have the respective claim of the Owners of the Bonds against the Trust Estate, the Borrower or any other obligor allowed in receivership, insolvency, liquidation, bankruptcy or other proceeding, to which the Issuer, the Borrower or any other obligor, as the case may be, shall be a party. The Trustee shall have full power of substitution and delegation in respect of any such powers.

Section 8.14. Cure by Investor Limited Partner. The Issuer and the Trustee hereby agree that any cure of an Event of Default made or tendered by the Investor Limited Partner or any successor investor limited partner shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

ARTICLE IX

THE TRUSTEE, REGISTRAR AND PAYING AGENT

Section 9.01. Acceptance of Trusts. Subject to the provisions of this Article IX, the Trustee hereby accepts the trusts imposed upon it by this Indenture and the duties placed upon the Trustee by the Loan Agreement, and agrees to perform the same. The Trustee has examined the Loan Agreement and approves the form and substance of, and agrees to be bound by, to the extent therein provided, its terms. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts, powers or otherwise.

Section 9.02. Responsibilities of Trustee.

(a) The recitals of fact contained herein and in the Bonds (other than the certificate of authentication) shall be taken as the statements of the Issuer and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of any Bonds issued hereunder or as to the security afforded by this Indenture or the tax-exempt status of the Bonds, and Trustee shall be under no responsibility or duty with respect to the application of any moneys paid to it except as provided herein or as otherwise expressly agreed by the Trustee. Notwithstanding any other provision hereof, the Trustee shall be under no obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any suit in respect of this Indenture or relating to the issuance, offering, sale or delivery of the Bonds or the construction, design, occupancy, maintenance, ownership or use of the Project or to advance any of its own moneys, unless indemnified by the Owners or the Borrower to its reasonable satisfaction. Subject to the provisions of subsection (b) of this Section 9.02, the Trustee shall not be liable in connection with the performance of its duties under this Indenture except for its own negligence or willful misconduct.

(b) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, undertakes to perform such duties and only such duties that are specifically set forth in this Indenture. Subject to the standard of care set forth in this subsection (b), no implied covenants or obligations shall be read into this Indenture against the Trustee. In case an Event of Default has occurred (and has not been cured within any applicable grace period) the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent man would exercise or use under similar circumstances in the conduct of his own affairs. Any provisions of this Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 9.02.

(c) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except failure by the Borrower to make or cause to be made any of the payments to the Trustee required to be made hereunder or under the Loan Agreement or any other default with respect to which an officer in the Trustee's corporate trust department responsible for the administration of the trust created by this Indenture has actual notice, unless the Trustee shall be specifically notified in writing of such default by the Borrower or by the Owners of at least 10% in aggregate principal amount of Outstanding Bonds, and all notices or

other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(d) In performing its duties as Trustee, Paying Agent and Registrar hereunder, and its duties under the Loan Agreement, the Regulatory Agreement, the Mortgage and any other agreement or instrument pertaining to the Bonds, the Trustee shall be entitled to all of the rights, protections and immunities accorded to it as Trustee under this Indenture.

(e) The Trustee is not required to take any action the Trustee reasonably believes may subject the Trustee to liability for any environmental damages or cause a violation of any environmental requirements for which the Trustee may be held responsible.

Section 9.03. Performance Through Attorneys, Agents, Receivers or Employees. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, receivers, or employees, and shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, or employees, as may reasonably be employed in connection with the trust hereof. The Trustee may act upon the opinion or advice of counsel approved by the Trustee. The Trustee shall not be answerable for the exercise of any discretion with the trusts hereby created except only for its own willful misconduct or negligence.

Section 9.04. Fees, Expenses, Charges and Other Disbursements. Payment shall be made to the Trustee, solely from the Administrative Expenses Account as provided by Section 5.05, for the Trustee Fee and extraordinary expenses incurred in and about the administration and execution of the trusts hereby created and the performance of its powers and duties hereunder. From and after the declaration of an Event of Default, if such payment has not been made, the Trustee may deduct the same from any moneys coming into the hands of the Trustee (except from moneys designated for payment to the United States of America for rebatable arbitrage) and shall be entitled to a preference in payment over any of the Bonds Outstanding hereunder. No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. In the event that the Trustee incurs expenses or renders services after the occurrence of any event described in Section 7.01(j) of the Loan Agreement, then, in addition to any other rights of the Trustee, the Trustee Fee and such expenses are intended to constitute expenses of administration under any applicable federal or state bankruptcy, reorganization, insolvency, conservatorship, arrangement, moratorium, reorganization or other debtor relief law.

Section 9.05. Obligation To Take Action. Except as provided in Section 9.02(b), the Trustee shall be under no obligation to take any action in respect of any Event of Default, or to institute, appear in or defend any suit or other proceedings in

connection therewith, unless requested in writing so to do by Significant Bondholder, if any, or the Owners of a majority of the aggregate principal amount of Bonds Outstanding if in its opinion such action may tend to involve it in expense or liability, unless furnished, from time to time as often as it may require, with security and indemnity satisfactory to it; but the foregoing provisions are intended only for the protection of the Trustee, and shall not affect any discretion or power given by any provisions of this Indenture to the Trustee to take action in respect of any Event of Default without such notice or request from the Owners, or without such security or indemnity. The permissive rights of the Trustee under this Indenture shall not be construed as duties and the Trustee shall not be answerable for other than its negligence or willful default.

Section 9.06. Reliance by Trustee. The Trustee, the Registrar and the Paying Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which they shall in good faith believe (a) to be genuine, (b) to have been passed or signed by the purported proper board, body or person, and (c) to have been prepared and furnished pursuant to any of the provisions of this Indenture or the Loan Agreement, and they shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee, the Registrar and the Paying Agent shall not be bound to recognize any person as an Owner of any Bond to take any action at his request unless such Bond shall be deposited with the entity being requested to take such action or evidence satisfactory to the Registrar of the ownership of such Bond shall be furnished to the entity being requested to take such action.

Section 9.07. Monthly Statement From Trustee. In addition to the statements required to be delivered pursuant to other Sections hereof, it shall be the duty of the Trustee, within 10 days after the end of each calendar month after the delivery of the Bonds to file with the Issuer (upon its request) and mail to the Borrower and Significant Bondholder a statement setting forth in respect of such month:

- (a) The amount withdrawn or transferred by it from, and the amount deposited in, each fund or account held by it under the provisions of this Indenture;
- (b) The amount on deposit in each fund or account at the end of such month;
- (c) A brief description of all obligations held by it as an investment of money in each fund or account and the income or loss, if any, that was charged to each fund or account in such month; and
- (d) The amount applied to the payment or redemption of Bonds hereunder and a description of the Bonds or portion of Bonds so paid, purchased or redeemed.

Section 9.08. Notice of Event of Default. The Trustee shall immediately give notice to the Issuer and the Significant Bondholder with a copy to the Borrower and the Investor Limited Partner of any Event of Default specified in Section 8.01(a)(i). With respect to any other Event

of Default, the Trustee shall give notice to the Issuer and the Significant Bondholder with a copy to the Borrower and the Investor Limited Partner as soon as the Trustee is notified or takes notice of such other Event of Default. The Trustee shall not be liable to the Borrower or the Investor Limited Partner for failure to give the notices described in this paragraph and such failure shall not limit or restrict the remedies available to the Trustee as a result of such Event of Default.

Section 9.09. Trustee May Own Bonds. The Trustee, either as principal or agent, or in any other commercial or banking capacity, may engage in or be interested in any financial or other transaction with the Issuer or the Borrower, and may act as depository, trustee, or agent for any committee or body of Owners of the Bonds secured hereby or other obligations of the Issuer as it were not Trustee hereunder.

Section 9.10. Resignation by Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when such resignation is expected to take effect, and filing the same with the Issuer and a copy thereof with Owners and the Borrower not less than 30 days before the date specified in such instrument when such resignation is expected to take effect. Upon receiving such notice of resignation, the Issuer shall appoint a successor trustee acceptable to the Issuer and to the Significant Bondholder, if any, by written instrument, in duplicate, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor Trustee and the Borrower. Any resignation of the Trustee shall become effective only upon acceptance of appointment by the successor Trustee. A resigning Trustee shall be entitled to retain from any funds in its custody (other than the Rebate Fund or funds representing proceeds of the Bonds), an amount equal to its unpaid fees and expenses incurred pursuant to this Indenture.

Section 9.11. Removal of Trustee. The Trustee (or Paying Agent or Registrar) may be removed for cause at any time, or without cause upon 30 days' written notice, by an instrument or concurrent instruments in writing delivered to the Trustee and the Issuer and signed by the Borrower (if the Borrower is not in default under the Loan Agreement), the Issuer (if the Borrower is in default under the Loan Agreement) or the Significant Bondholder. Removal shall not be effective until such time as a successor Trustee has been appointed and has accepted such appointment. The Issuer, the Borrower or the Significant Bondholder may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. If no successor Trustee has been appointed and has accepted appointment within 30 days following delivery of the required notices of removal, the removed Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 9.12. Appointment of Successor Trustee in the Event of Removal.

(a) In the event the Trustee shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith and ipso facto exist in the office of Trustee and within a period of 60 days thereafter, a successor shall be appointed by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall be approved in writing by the Issuer. If the Owners fail to make such appointment within such period, the Issuer with the consent of the Borrower may make such appointment. Appointments made under this Section 9.12 shall be

made, by an instrument or instruments in writing filed at the offices of the Issuer, signed by such Owners or by their attorneys-in-fact duly authorized or by the Issuer, as the facts may require. Copies of each instrument shall be promptly delivered by the Issuer to the predecessor Trustee and to the Trustee so appointed and to the Borrower.

(b) Until a successor Trustee shall be appointed as herein authorized, the Issuer, by a written order filed among the records of the Issuer, may appoint a Trustee to fill such vacancy. Such appointment shall be effective upon the giving of notice in writing thereof to the Borrower and to the Trustee to be removed. Any new Trustee so appointed by the Issuer shall immediately and without further act be superseded by a Trustee appointed in the manner above provided.

Section 9.13. Qualifications of Successor Trustee. Every successor in the trust hereunder appointed pursuant to the foregoing provisions shall be a trust company or a bank in good standing with trust powers and subject to examination by federal or state agency, having a combined capital and surplus of not less than \$75,000,000 and qualified to exercise trust powers in the State.

Section 9.14. Concerning Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder, with like effect as if originally named Trustee. Upon request of such successor Trustee, the Trustee ceasing to act and the successor Trustee shall execute and deliver an instrument prepared by the successor Trustee transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of the Trustee so ceasing to act, and the Trustee so ceasing to act shall pay over or deliver to the successor Trustee all moneys, records and other assets at the time held by it hereunder, except amounts equal to its unpaid Trustee Fee and expenses incurred pursuant to this Indenture.

Section 9.15. Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated or which substantially all of its corporate trust assets or business have been sold or assigned, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be a successor Trustee under this Indenture or a successor Registrar or Paying Agent (as the case may be), (a) in the case of a merger or consolidation, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding, or (b) in the case of the sale or assignment of substantially all of the Trustee's corporate trust business, upon such corporation's delivering to the Issuer and the Borrower an instrument acknowledging its agreement to be bound by the terms hereof.

Section 9.16. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of the Owners of the Bonds and shall, upon receipt of indemnity satisfactory to it, do so if requested in writing by the Owners of a majority in principal amount of Bonds then Outstanding if permitted by the court having jurisdiction in the premises. Notwithstanding anything in this Indenture to the contrary, the Trustee shall not initiate or commence any proceeding for a declaratory judgment,

interpleader or similar action to determine the rights and duties of the parties hereunder or of the owners and holders of the Bonds, without prior written notice to the Issuer.

Section 9.17. Duties Determined Solely by Indenture and Agreement. The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture and the duties of the Trustee to enforce the Loan Agreement on behalf of the Issuer shall be determined by the express provisions of the Loan Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture or the Loan Agreement, and no implied covenants or obligations shall be read into this Indenture or the Loan Agreement against the Trustee. Notwithstanding any provision herein, Trustee shall have no duty or obligation to the Borrower except as may be expressly set forth in this Indenture or the Loan Agreement.

Section 9.18. Paying Agent. The Borrower hereby appoints United Bank, Inc. as Paying Agent under this Indenture and the Paying Agent hereby accepts such appointment. So long as any of the Bonds remain Outstanding, the Borrower shall cause a Paying Agent to perform the duties imposed upon the Paying Agent hereunder. The Paying Agent shall at all times be a corporation authorized to act as Paying Agent and be subject to supervision or examination by federal or state authority. If the Paying Agent resigns or is removed by the Issuer pursuant to Section 9.11, the Borrower shall appoint a successor Paying Agent with the approval of the Issuer, and shall cause such successor to mail notice of such appointment to all Owners of Bonds as the names and addresses of such Owners appear upon the registration books hereinabove provided for; provided, however, that the Paying Agent may not resign its duties hereunder unless and until a successor Paying Agent is appointed by the Borrower and approved by the Issuer hereunder. The Trustee shall pay the fees and expenses of the Paying Agent from amounts received by the Trustee in payment of the Trustee Fee and expenses hereunder. The provisions of this Indenture relating to the duties, responsibilities and standard of care as well as the protections and immunities of the Trustee are equally applicable to the Paying Agent.

Section 9.19. Repair, Replacement or Reconstruction of Project. In the event of any damage, destruction, taking or condemnation of the Project, the Trustee shall within five Business Days of the Trustee's receipt of notice of such damage, destruction, taking or condemnation provide written notice to the Borrower, the Owners and the Issuer and take all actions required of the Trustee pursuant to Section 4.04 or Section 6.04, as the case may be, and the Mortgage.

Section 9.20. Powers May Be Vested in Separate or Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of an Event or Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or to take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional institution as a separate or co-trustee. The following provisions of this Section 9.20 are adapted to these ends.

(b) In the event that the Trustee appoints an additional institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

(c) Should any instrument in writing from the Issuer be required by separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 9.21. Access to Books and Records of the Trustee. The Significant Bondholder, if any, shall be entitled to inspect the books and records of the Trustee related to the Bonds and the Project during normal business hours and upon 48 hours written notice.

Section 9.22. Assignment of Rights of Action. The Issuer has assigned to the Trustee its right, title and interest (other than Unassigned Issuer Rights) in and to certain of the Loan Documents and related instruments in connection with the issuance of the Bonds (the "Assigned Documents"). The Trustee shall have the right to enforce the rights of the Issuer (other than the Unassigned Issuer Rights) under the Assigned Documents and the right to enforce the obligations of the other parties to the Assigned Documents on behalf of the Issuer. The Trustee shall take such actions with respect to the Assigned Documents only at the direction (and subject to the Trustee's right to indemnity), of the Significant Bondholder, if any, or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

Section 9.23. Registrar. The Borrower hereby appoints United Bank, Inc. as Registrar under this Indenture and the Registrar hereby accepts such appointment. So long as any of the Bonds remain Outstanding, the Borrower shall cause a Registrar to perform the duties imposed upon the Registrar hereunder. The Registrar shall at all times be a corporation authorized to act as Registrar and be subject to supervision or examination by federal or state authority. If the Registrar resigns or is removed pursuant to Section 9.11, the Borrower shall appoint a successor Registrar, and shall cause such successor to mail notice of such appointment to all Owners of Bonds as the names and addresses of such Owners appear upon the registration books hereinabove provided for; provided, however, that the Registrar may not resign its duties hereunder unless and until a successor Registrar is appointed hereunder. The Trustee shall pay the fees and expenses of the Registrar from the Trustee Fee received by the Trustee in payment of the Trustee's fees and expenses hereunder. The provisions of this Indenture relating to the duties, responsibilities and standard of care as well as the protections and immunities of the Trustee are equally applicable to the Registrar.

ARTICLE X

INSTRUMENTS EXECUTED BY OWNERS

Section 10.01. Proof of Ownership. Any request, direction, consent or other instrument in writing required or permitted by this Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner: The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

Section 10.02. Effect of Execution. Nothing contained in this Article X shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done by the Trustee in pursuance of such request or consent.

ARTICLE XI

MODIFICATION OF INDENTURE AND AGREEMENT

Section 11.01. Modification. This Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article XI. An executed copy of each modification or amendment of this Indenture or of any other Loan Document which required the consent of Owners in accordance with Section 11.03 or Section 11.06, as the case may be, shall be distributed to the Significant Bondholder and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative.

Section 11.02. Supplemental Indenture. The Issuer may, with the approval of the Trustee from time to time and at any time, without the consent of any Owners of Bonds (but with a copy thereof to the Significant Bondholder and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative), execute and deliver indentures supplemental to this Indenture for the following purposes:

- (a) To specify and determine any matters and things relative to Bonds which are not contrary to or inconsistent with this Indenture and which, as determined by the Trustee, shall not adversely affect the interests of the Owners of Bonds;
- (b) To cure any defect, omission, conflict or ambiguity in this Indenture;
- (c) To grant to or confer upon the Trustee for the benefit of the Owners of Bonds any additional rights, remedies, powers, or security which may lawfully be granted or conferred and which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(d) To add to the covenants and agreements of the Issuer in this Indenture, other covenants and agreements to be observed by the Issuer, which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(e) To confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by this Indenture of the revenues arising from the pledge of any moneys, securities, funds or other parts of the Trust Estate;

(f) To implement secondary market disclosure provisions regarding the Bonds, the Project and the Borrower;

(g) To comply with regulations or rulings issued with respect to the Code, to the extent determined necessary or desirable in Bond Counsel's opinion;

(h) To make any change herein that is required by any Rating Agency in order to obtain a rating by such Rating Agency on any of the Bonds; or

(i) Amend, alter, modify or supplement this Indenture in a manner necessary or desirable in connection with either the use or maintenance of the Book-Entry System for the Bonds, or the issuance of certificated Bonds following the termination of the Book-Entry System for the Bonds.

Before the Issuer shall enter into any supplemental indenture pursuant to this Section 11.02, a Favorable Opinion of Bond Counsel shall have been filed with the Trustee and the Issuer.

Section 11.03. Consent of Owners.

(a) Subject to the terms and provisions contained in this Section 11.03 and not otherwise, the Owners of a majority of the aggregate principal amount of Bonds then Outstanding affected by such amendment, shall have the right from time to time to consent to and approve the execution and delivery by the Issuer and the acceptance by the Trustee, with the consent of the Borrower if required pursuant to Section 11.05, of any supplemental indenture as shall be deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting without the consent of the Owners of all Bonds then Outstanding which would be affected by such proposed change (i) a change in the times, amounts or currency of payment of the principal of, premium, if any, or interest on any Outstanding Bond, or a reduction in the principal amount or redemption price, or the dates or terms of redemption of any Outstanding Bond or the rate of interest thereon, or (ii) the creation of a claim or lien upon, or a pledge of, the revenues derived from the Borrower under the Loan Agreement or other part of the Trust Estate or (iii) a change to the preference or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) any change adversely affecting the tax-exempt status of any Bond, or (v) a reduction in the aggregate principal amount of the Bonds required for consent under this Indenture, or (vi) the release of the lien of the Trust Estate or any portion thereof prior to the payment of all Bonds Outstanding.

(b) If at any time the Issuer and the Trustee shall determine to execute and deliver any supplemental indenture for any of the purposes of this Section 11.03, unless waived by the Owners of a majority of the aggregate principal amount of Bonds then Outstanding, the Trustee shall cause notice of the proposed supplemental indenture to be provided to the Owners at the expense of the Borrower.

(c) Within six months after the date of such notice or at such other period as is specified in such notice, the Issuer may execute and deliver and the Trustee may accept such supplemental indenture in substantially the form described in such notice only if there shall have first been filed with the Trustee (i) the written consents of Owners of not less than the percentage of Bonds required by Section 11.03(a), (ii) the written consent of the Borrower, and (iii) a Favorable Opinion of Bond Counsel. A written consent by any Owner of any Bond executed on or subsequent to the date of such notice shall be binding upon any subsequent Owner of such Bond.

(d) If the Owners of not less than the percentage of Bonds required by this Section 11.03 shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond shall have any right to object to the execution, delivery and acceptance of such supplemental indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Section 11.04. Effect of Supplemental Indenture. Upon the execution, delivery and acceptance of any supplemental indenture pursuant to the provisions of this Article XI, this Indenture shall be, and be deemed to be, modified, amended or supplemented in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Issuer, the Trustee and all Owners of Bonds then Outstanding shall be thereafter determined, exercised and enforced under this Indenture subject in all respects to such modifications and amendments.

Section 11.05. Consent of the Borrower. Except as otherwise provided in Section 11.02, anything herein to the contrary notwithstanding, any supplemental indenture under this Article XI shall not become effective unless and until the Borrower shall have consented in writing to such supplemental indenture, and to such revisions of the Loan Documents to be effected, if any, which approval shall not be unreasonably withheld or delayed; provided, however, during any period as to which an Event of Default under any Loan Document has occurred and is continuing, the foregoing consent right of the Borrower shall not be required unless such supplemental indenture affects the rights, powers or obligations of the Borrower under the Loan Documents.

Section 11.06. Consent to Modifications of Loan Documents. The Issuer, the Trustee and the Borrower may, without the consent of the Owners (but with a copy thereof to the Significant Bondholder and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative), consent to any amendment, change or modification of the Loan Documents as may be required (a) for the purpose of curing any ambiguity or formal defect or omission, (b) in connection with any other change therein if, in the determination of the Trustee, which may be based upon an opinion of counsel, such change does

not adversely affect the interests of the Owners of the Bonds, or (c) pursuant to Section 2.10 of the Loan Agreement or Section 5 of the Regulatory Agreement. Any amendment to the Loan Documents governed by this Article XI shall be accompanied by a Favorable Opinion of Bond Counsel.

Section 11.07. Notice and Approval by Owners. Except as provided in Sections 7.02, 11.06 and 11.09, the Issuer and the Trustee shall not consent to any amendment, change or modification of the Loan Documents without giving the notice and receiving the written approval or consent of the Owners of Bonds in the same manner and to the same extent as provided for in Section 11.03 with respect to supplemental indentures and the opinions of counsel required therein. If at any time the Issuer and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification, the Trustee shall cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.03 with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the designated corporate trust office of the Trustee for inspection by all Owners.

Section 11.08. Discretion of Trustee To Execute Supplemental Indenture. In each and every case provided for in this Article XI, the Trustee shall be entitled to exercise its discretion in determining whether or not to execute any proposed supplemental indenture, if the rights, obligations and interests of the Trustee would be adversely affected, and the Trustee shall not be under any responsibility or liability to the Issuer or to any Owner or to anyone whomsoever for its refusal in good faith to enter into any such supplemental indenture if such supplemental indenture is deemed by it to be contrary to the provisions of this Article XI.

Section 11.09. Amendments, etc., to Loan Documents Not Requiring Consent of Owners. The Trustee shall without the consent of or notice to the Owners (but with a copy thereof to the Significant Bondholder and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative), consent to any amendment, change or modification of Loan Documents (other than the Loan Agreement and the Regulatory Agreement) as may be required (a) by the provisions of the Loan Documents and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission therein, (c) so as to more precisely identify the Project described in the Loan Documents and this Indenture or substitute or add additional improvements or equipment to the Project or additional rights or interests in property acquired in accordance with the provisions of the Loan Documents, (d) in connection with any amendment to this Indenture pursuant to Section 11.02, or (e) in connection with any other change therein which is not to the prejudice of Trustee or, in the determination of the Trustee, which may be based upon an opinion of counsel, not to the prejudice of the Owners.

ARTICLE XII DISCHARGE OF INDENTURE

Section 12.01. Cessation of Interest of Owners.

(a) When (i) the Bonds secured hereby have become due and payable in accordance with their terms or otherwise as provided in this Indenture, and (A) absent an Event of Default, the whole amount of the principal, premium, if any, and the interest so due and payable upon all Bonds, or (B) upon an Event of Default, the amount specified in Section 8.04, in each case, has been paid or (ii) the Trustee holds money or Government Securities, or a combination of both, that are sufficient in the aggregate to pay all amounts owing on all Bonds then Outstanding to the maturity date or dates of such Bonds or to the date or dates specified for the redemption thereof, and (iii) in the case of either (i) or (ii), if the Bonds are due and payable by reason of a call for redemption, irrevocable instructions to call the Bonds for redemption shall have been given by the Trustee, and sufficient funds shall also have been provided or provisions made for paying all other obligations payable hereunder by the Issuer and the Borrower, including the Administrative Expense Fees, then and in that case the right, title and interest of the Trustee and Owners in the funds and accounts created by this Indenture, shall thereupon cease, determine and become void, and the Trustee shall surrender the Trust Estate to the Borrower in accordance with Section 5.12 and shall deliver to the Borrower or such person, body or agency as may be entitled to receive the same, any balance remaining in any fund or account hereunder. Otherwise this Indenture shall be, continue and remain in full force and effect. Notwithstanding the foregoing, if money, Government Securities, or a combination of both, are deposited with and held by the Trustee, as hereinabove provided, and within 30 days after such money, Government Securities, or a combination of both have been deposited with such Trustee, the Trustee, in addition to observing the requirements of Article IV, causes a notice signed by the Trustee to be mailed to the Owners at their addresses as they appear on the books of the Trustee, which notice shall set forth: (x) the date designated for the redemption or payment of the Bonds or, if such date is more than 45 days prior to the date of such notice, that the Trustee has received an irrevocable direction to send notice of redemption for the date designated for the redemption or payment of the Bonds, (y) a description of the money and Government Securities so held by such Trustee, and (z) that this Indenture has been defeased in accordance with the provisions of this Section 12.01, the Trustee shall retain such rights, powers and privileges under this Indenture as may be necessary and convenient in respect of the Bonds for the payment of the principal, interest and any premium on which such money and/or Government Securities have been deposited and in and to the funds and accounts into which such money and/or Government Securities have been deposited.

(b) All money and Government Securities held by the Trustee pursuant to this Section 12.01 shall be held in trust and applied to the payment, when due, of the Bonds and obligations payable therewith. For purposes of this Article, Government Securities shall be deemed to be sufficient to pay or redeem Bonds on a specified date if the principal of and the interest on such Government Securities, when due, will be sufficient to pay on such date the principal of and the premium, if any, and interest on such Bonds due on such date, as verified by an independent certified public accountant selected by the Borrower and approved by the Significant Bondholder.

(c) Upon payment or provisions for payment in full of the Bonds and the other obligations in accordance with the provisions of this Section 12.01 and upon the Borrower's request, the Issuer and the Trustee, at the Borrower's expense, shall release the Borrower from any further obligation to make payment under the Loan Agreement and the other Loan Documents.

(d) Notwithstanding the payment in full of the Bonds, the discharge of the Indenture, and the termination or expiration of the Note and the Loan Agreement, all provisions in this Indenture concerning the tax-exempt status of the Bonds (including, but not limited to provisions concerning rebate), the interpretation of this Indenture, the governing law, the forum for resolving disputes, the Trustee's and Issuer's right to rely on facts or certificates, the immunity of the Issuer's directors, officers, counsels, advisors, and agents, and the Issuer's lack of pecuniary liability, shall survive and remain in full force and effect.

Section 12.02. Trustee's Rights Reserved. Any discharge under this Article XII shall be without prejudice to the right of the Trustee to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees, incurred on and about the administration of the trusts hereby created and the performance of its powers and duties hereunder.

ARTICLE XIII MISCELLANEOUS

Section 13.01. Successors of the Issuer. In the event of the dissolution of the Issuer, all the covenants, stipulations, promises and agreements contained in this Indenture by or on behalf of, or for the benefit of, the Issuer, shall bind or inure to the benefit of the successors of the Issuer from time to time and any entity, governing body, board, commission, agency or instrumentality to whom or to which any power or duty of the Issuer shall be transferred. In the event no successor shall exist, then all rights and duties of the Issuer may be exercised and such duties fulfilled by the Trustee, but the Trustee shall be under no obligation to exercise and fulfill such rights and duties.

Section 13.02. Purpose; Exclusive Benefit. Except as herein otherwise specifically provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or agency, other than the Issuer, the Trustee, the Owners of the Bonds and the Borrower, any right, remedy or claim under or by reason of this Indenture, this Indenture being intended to be for the sole and exclusive benefit of such parties.

Section 13.03. Severability. In case any one or more of the provisions of this Indenture or of the Bonds for any reason, is held to be illegal or invalid such illegality or invalidity shall not affect any other provisions of this Indenture or the Bonds and this Indenture and the Bonds shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced as if such illegal or invalid provisions had not been contained therein.

Section 13.04. Limitation of Liability of the Issuer and Its Directors, Officers, Employees and Agents.

(a) THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE REVENUES AND OTHER FUNDS AND MONEYS PLEDGED AND ASSIGNED UNDER THE INDENTURE. NEITHER THE ISSUER, ANY OF ITS PROGRAM PARTICIPANTS, THE STATE OF WEST VIRGINIA, THE CITY OF DURHAM, NOR ANY

POLITICAL SUBDIVISION THEREOF (EXCEPT THE ISSUER, TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE) NOR ANY PUBLIC AGENCY SHALL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM (IF ANY) OR INTEREST ON THE BONDS OR FOR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER EXCEPT AS SET FORTH IN THE INDENTURE, AND NONE OF THE BONDS OR ANY OF THE ISSUER'S AGREEMENTS OR OBLIGATIONS SHALL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF OR A PLEDGE OF THE FAITH AND CREDIT OF OR A LOAN OF THE CREDIT OF OR A MORAL OBLIGATION OF ANY OF THE FOREGOING WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER.

(b) No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the Issuer in his individual capacity, and neither the directors of the Issuer nor any officer or employee thereof executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No director, officer, employee or agent of the Issuer shall incur any personal liability with respect to any other action taken by him pursuant to this Indenture or the Act, provided such director, officer, employee or agent acts in good faith.

(c) No agreements or provisions contained in this Indenture nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project, or the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way except as may be payable from the repayments by the Borrower under the Loan Agreement and the proceeds of the Bonds and other amounts pledged hereunder as part of the Trust Estate. No failure of the Issuer to comply with any term, condition, covenant or agreement herein or in any document executed by the Issuer in connection with the issuance and sale of the Bonds shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the repayments by the Borrower under the Loan Agreement or proceeds of the Bonds and other amounts pledged hereunder as part of the Trust Estate. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein, provided that no costs, expenses or other monetary relief shall be recoverable from the Issuer except as may be payable from the repayments by the Borrower or the proceeds of the Bonds and other amounts pledged hereunder as part of the Trust Estate.

(d) No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture against any past, present or future officer, director, employee or agent of the Issuer, or of any successor public corporation, as such, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, employees or agents, as such, is hereby expressly waived

and released as a condition of, and consideration for, the execution of this Indenture and the issuance of such Bonds.

(e) Anything in this Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that (i) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by the Trustee or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer; (ii) the Issuer shall not be under any obligation hereunder to perform any record keeping or to provide any legal services; and (iii) none of the provisions of this Indenture shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall first have been adequately indemnified to its satisfaction against the cost, expenses, and liability which may be incurred thereby.

(f) None of the directors of the Issuer, any officer of the Issuer, any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof. The Bonds are issued pursuant to the Act, and the Bonds shall so state on their face.

Section 13.05. Governing Law. This Indenture shall be governed by and shall be enforceable in accordance with the laws of the State without regard to any conflict of law principles, except as such laws may be preempted by any federal rules, regulations and laws applicable to the Issuer. The parties hereto expressly acknowledge and agree that any judicial action to interpret or enforce the terms of this Indenture against the Issuer shall be brought and maintained in the General Court of Justice of the State of West Virginia, Durham County, West Virginia Superior Court or in the United States District Court in and for the District of West Virginia or in any United States Bankruptcy Court in any case involving or having jurisdiction over the Borrower or the Project.

Section 13.06. Notices.

(a) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, or dispatched by telegram or electronic transmission, addressed, unless notice of a different address is given as provided in this Section 13.06 to the applicable Notice Address as set forth in Article I or, in the case of Owners, to the address as shown in the register maintained by the Registrar as provided in Section 2.06. The Trustee shall notify the Borrower of any change of Significant Bondholders and of each Owner that has requested notice of certain events under the Indenture and Loan Documents, together with the addresses of such Significant Bondholders or Owners requesting notice.

(b) The Trustee shall confirm each funds transfer instruction received in the name of a party by means of the security procedure selected by such party and communicated to the Trustee through a signed certificate in the form set forth in Schedule 1 hereto, which upon receipt by the Trustee shall become a part of this Indenture. Once delivered to the Trustee, Schedule 1 may be revised or rescinded only by a writing signed by an authorized representative of the signing party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Trustee a reasonable opportunity

to act on it. If a revised Schedule 1 or a rescission of an existing Schedule 1 is delivered to the Trustee by an entity that is a successor-in-interest to a party, such document shall be accompanied by additional documentation satisfactory to the Trustee showing that such entity has succeeded to the rights and responsibilities of the party under this Agreement.

The parties understand that the Trustee's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by such party may result in a delay in accomplishing such funds transfer, and agree that the Trustee shall not be liable for any loss caused by any such delay.

Section 13.07. Payments Due on Saturday, Sunday and Holidays. In any case where the date of maturity of interest on or principal of, the Bonds, or the date fixed for redemption of any Bonds, shall be a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal or redemption price need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 13.08. Interest Not To Exceed Maximum Interest Rate. The Issuer covenants that interest on the Bonds shall not be borne at a rate in excess of the Maximum Interest Rate; and if interest shall be borne at a rate in excess of the Maximum Interest Rate it shall be automatically reduced to such Maximum Interest Rate. Any excess interest paid shall be credited as a principal payment on the Bond. The Trustee shall have no responsibility to determine if the interest rate on the Bonds is in compliance with this Section 13.08.

Section 13.09. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22.

Section 13.10. Survival of Certain Provisions. Notwithstanding anything in this Indenture to the contrary, any provisions of this Indenture which relate to the maturity of the Bonds, interest payments and dates therefor, optional and mandatory redemption provisions, credit against sinking fund payments, exchange, transfer and cancellation of the Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of the Bonds, non-presentment of the Bonds, the holding of moneys in trust, and repayments to the Borrower and the Issuer from Indenture funds and accounts, the rebate of amounts to the United States of America, and the rights, remedies and duties of the Trustee and the Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Registrar, the Paying Agent and the Owners notwithstanding the release and discharge of this Indenture. The provisions of this Section 13.09 shall survive the release, discharge and satisfaction of this Indenture.

Section 13.11. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

Section 13.12. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Execution page follows]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Trust Indenture to be executed and delivered by duly authorized officers thereof as of the day and year first written above.

BERKELEY COUNTY, WEST VIRGINIA,
HARDY COUNTY, WEST VIRGINIA AND
JEFFERSON COUNTY, WEST VIRGINIA,

as Joint Issuers

By: _____

President of the Berkeley County Council

ATTEST:

By: _____

Clerk of the Berkeley County Council

[Issuer Signature Page to Scattered Site Project Indenture]

UNITED BANK, INC., a West Virginia
banking corporation, as Trustee

By _____
Kathy Smith, Vice President

[Trustee's Signature Page to Scattered Site Project Indenture]

EXHIBIT A
FORM OF BONDS

EXHIBIT B
SINKING FUND SCHEDULES

[ATTACHED]

EXHIBIT C

[RESERVED]

EXHIBIT D

[RESERVED]

EXHIBIT E-1

FORM OF INVESTOR LETTER (NON-CUSTODIAL INVESTOR)

BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON COUNTY, WEST VIRGINIA,
AS JOINT ISSUERS

UNITED BANK, INC.

**RE: \$9,505,000 BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON
COUNTY, WEST VIRGINIA COMMERCIAL DEVELOPMENT REVENUE BONDS,
(SCATTERED SITE PROJECT) SERIES 2010**

Ladies and Gentlemen:

The undersigned representative of _____ (the "Purchaser"), the purchaser of \$9,505,000 of the aggregate principal amount of Berkeley County, Hardy County and Jefferson County, West Virginia, as Joint Issuers, Commercial Development Revenue Bonds, (Scattered Site Project) Series 2010 (the "Bonds"), does hereby certify, represent and warrant for the benefit of Berkeley County, Hardy County and Jefferson County, West Virginia, as Joint Issuers (the "Issuer") and United Bank, Inc., as trustee (the "Trustee"), that the Purchaser is (i) a subsidiary of the holder or entity under common management or control with the holder, an affiliate of the holder, an entity arising out of any merger or consolidation of the holder, or a trustee in bankruptcy of the holder, (ii) an Accredited Investor (as defined in Rule 501(a)(1), (2), (3), (7) or (8) of Regulation D promulgated under the Securities Act of 1933) or a Qualified Institutional Buyer (as defined in Rule 144A promulgated under the Securities Act of 1933), (iii) a bank, savings institution or insurance company, or (iv) a trust or custodial arrangement with respect to which the ultimate beneficial owner or owners are each an Accredited Investor or Qualified Institutional Buyer.

The Purchaser hereby acknowledges, represents, and warrants to, and agrees with, the Issuer and the Trustee, as follows:

1. The Purchaser is purchasing such Bonds with its own funds (or with funds from accounts over which it has sole investment authority) and not the funds of any other person, and for its own account (or for accounts over which it has sole investment authority) and not as nominee or agent for the account of any other person and not with a present view to any distribution thereof, other than the deposit of the Bonds in a custodial or trust arrangement each of the beneficial owners of which are required to be a Qualified Institutional Buyer or an Accredited Investor.

2. The Purchaser has such knowledge and experience in business and financial matters, including (a) the evaluation of residential real estate developments such as the Project, (b) the evaluation of the capabilities of persons such as the Borrower (as hereinafter defined) to develop, operate and maintain the Project, and (c) the analysis, purchase and ownership of multifamily housing revenue bonds, tax-exempt securities and other investment vehicles similar in character to the Bonds, so as to enable it to understand and evaluate the risks of such

investments and form an investment decision with respect thereto; the Purchaser has no need for liquidity in such investment and the Purchaser is (or any account for which it is purchasing is) able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

3. The Purchaser acknowledges that it has been provided with, and has had the opportunity to review, the documents relating to the issuance of the Bonds by the Issuer. The Purchaser either has been supplied with or has had access to information, including financial statements, and other financial information, and has had the opportunity to ask questions and receive answers from individuals concerning WV Preservation Associates, LLC (the "Borrower"), and its credit standing, the Amended and Restated Financing Agreement, dated as of January 1, 2013, between the Issuer and the Borrower (the "Loan Agreement"), the Amended and Restated Trust Indenture, dated as of January 1, 2013, between the Issuer and the Trustee (the "Indenture"), and the Bonds so that, as a sophisticated investor, the Purchaser has been able to make its decision to purchase the Bonds.

4. The Purchaser has had the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and to obtain any additional information it may request.

5. THE PURCHASER UNDERSTANDS THAT:

(a) NEITHER THE STATE OF WEST VIRGINIA NOR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE OF WEST VIRGINIA, SHALL BE LIABLE OR OBLIGATED (GENERALLY, SPECIALLY, MORALLY OR OTHERWISE) TO PAY THE PRINCIPAL OF THE BONDS OR THE PREMIUM, IF ANY, OR INTEREST THEREON, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, STATE OF WEST VIRGINIA, OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; AND

(b) THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THE BONDS ARE PAYABLE SOLELY OUT OF THE MONEYS TO BE RECEIVED BY THE TRUSTEE ON BEHALF OF THE ISSUER UNDER THE LOAN AGREEMENT AND AMOUNTS ON DEPOSIT IN THE FUNDS AND ACCOUNTS ESTABLISHED AND PLEDGED UNDER THE INDENTURE.

6. The Purchaser understands that in connection with any proposed transfer or exchange of Bonds, there must be delivered to the Trustee a letter of the transferee in substantially the form of Exhibit E-1 or Exhibit E-2 to the Indenture, whichever is applicable.

7. The Purchaser understands that, in connection with any proposed transfer of the Bonds, such transfer must be limited to an Eligible Purchaser. "Eligible Purchaser" means a prospective transferee that the Purchaser has reason to believe and does believe can make representations with respect to itself to substantially the same effect as the representations set forth herein or, if the transferee is the custodian or trustee for a custodial or trust arrangement

contemplated by paragraph (1) hereof, the representations in the letter attached as Exhibit E-2 to the Indenture.

The Purchaser has conducted its own investigation to the extent it deemed necessary. The Purchaser has been offered an opportunity to have made available to it any and all such information it might request from the Issuer and the Borrower. On this basis, it is agreed by the Purchaser that the Purchaser is not relying on the Issuer or any other party or person to undertake the furnishing or verification of information related to the referenced transaction.

This letter and the representations and agreements contained herein are made for your benefit.

IN WITNESS WHEREOF, I have hereunto set my hand the _____ day of January, 2013.

[SIGNATURE BLOCK]

MUST BE SIGNED BY ACTUAL PURCHASER.
MAY NOT BE SIGNED BY NOMINEE OR AGENT.

EXHIBIT E-2

FORM OF INVESTOR LETTER (CUSTODIAL INVESTOR)

BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON COUNTY, WEST VIRGINIA,
AS JOINT ISSUERS

UNITED BANK, INC.

**RE: \$9,505,000 BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON
COUNTY, WEST VIRGINIA COMMERCIAL DEVELOPMENT REVENUE BONDS,
(SCATTERED SITE PROJECT) SERIES 2010**

Ladies and Gentlemen:

The undersigned representative of _____ (the "Transferee"), as [custodian] [Trustee] under the [identify custodial or trust arrangement] (the "Agreement") pursuant to which the \$9,505,000 of the aggregate principal amount of Berkeley County, Hardy County and Jefferson County, West Virginia, as Joint Issuers, Commercial Development Revenue Bonds, (Scattered Site Project) Series 2010 (the "Bonds"), have been deposited with the Transferee by the [depositor][trustor] thereunder (the "Transferor"), does hereby certify, represent and warrant for the benefit of Berkeley County, Hardy County and Jefferson County, West Virginia, as Joint Issuers (the "Issuer") and United Bank, Inc., as trustee (the "Trustee"), that each beneficial owner under the Loan Agreement is required to be either a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (a "QIB"), or an "accredited investor" as defined in Rule 501(a)(1), (2), (3), (7) or (8) Regulation D promulgated under the Securities Act of 1933, as amended (an "Accredited Investor") [or will purchase interests under the Loan Agreement having a rating of not less than "A" from a Rating Agency].

The Transferee hereby acknowledges, represents, and warrants to, and agrees with, the Issuer and the Trustee, as follows:

1. The Transferee is acquiring the Bonds solely as [custodian] [Trustee] under the Loan Agreement.

2. [if interests under the Loan Agreement are rated less than "A": The Transferor has represented to the Transferee that beneficial owners of the Bonds will have such knowledge and experience in business and financial matters including (a) the evaluation of residential real estate developments such as the Project, (b) the evaluation of capabilities of Borrower (as hereinafter defined) to develop, operate and maintain the Project, and (c) the analysis purchase and ownership of multifamily housing revenue bonds, tax-exempt securities and other investment vehicles similar in character to the Bonds, so as to enable them to understand and evaluate the risks of such investments and form an investment decision with respect thereto and they will be able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof].

3. The Transferee understands that the Transferor has been provided with, and has had the opportunity to review, all documents relating to the issuance of the Bonds by the Issuer. The Transferee understands that the Transferor has either been supplied with or has had access to information, including financial statements, and other financial information and has had the opportunity to ask questions and receive answers from individuals concerning WV Preservation Associates, LLC (the "Borrower"), and its credit standing, the Amended and Restated Financing Agreement, dated as of January 1, 2013, between the Issuer and the Borrower (the "Loan Agreement"), the Amended and Restated Trust Indenture, dated as of January 1, 2013, between the Issuer and the Trustee (the "Indenture"), and the Bonds.

4. The Transferee understands that the Transferor has had the opportunity to ask questions and receive answers concerning the terms and conditions of the Bonds and to obtain any additional information the Transferor may request.

5. THE TRANSFEE UNDERSTANDS THAT:

(a) NEITHER THE STATE OF WEST VIRGINIA NOR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE OF WEST VIRGINIA, SHALL BE LIABLE OR OBLIGATED (GENERALLY, SPECIALLY, MORALLY OR OTHERWISE) TO PAY THE PRINCIPAL OF THE BONDS OR THE PREMIUM, IF ANY, OR INTEREST THEREON, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, STATE OF WEST VIRGINIA, OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; AND

(b) THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THE BONDS ARE PAYABLE SOLELY OUT OF THE MONEYS TO BE RECEIVED BY THE TRUSTEE ON BEHALF OF THE ISSUER UNDER THE LOAN AGREEMENT AND AMOUNTS ON DEPOSIT IN THE FUNDS AND ACCOUNTS ESTABLISHED AND PLEDGED UNDER THE INDENTURE.

6. The Transferee understands that in connection with any proposed transfer or exchange of Bonds, there must be delivered to the Trustee a letter of the subsequent transferee substantially in the form of Exhibit E-1 or Exhibit E-2 to the Indenture, whichever is applicable.

7. The Transferee understands that the Transferor has conducted its own investigation to the extent it deemed necessary and has been offered an opportunity to have made available to it any and all such information it might request from the Issuer and the Borrower. On this basis, it is agreed by the Transferee that the Transferee is not relying on the Issuer or any other party or person, other than the Transferor, to undertake the furnishing or verification of information related to the referenced transaction.

This letter and the representations and agreements contained herein are made for your benefit.

IN WITNESS WHEREOF, I have hereunto set my hand the ____ day of _____, 20__.

TRANSFEREE

By _____

Name _____

Title _____

MUST BE SIGNED BY ACTUAL TRANSFEREE.
MAY NOT BE SIGNED BY NOMINEE OR AGENT.

SCHEDULE 1

To: United Bank, Inc. (the "Bank"), as Trustee under the Amended and Restated Trust Indenture, dated as of January 1, 2013, between Berkeley County, Hardy County and Jefferson County, West Virginia, as Joint Issuers (the "Issuer") and United Bank, Inc., as trustee (the "Trustee") (the "Indenture")

I hereby certify that I am authorized to deliver this Schedule 1 on behalf of _____ (the "Organization"), and hereby further certify that the names, titles, telephone numbers, email addresses and specimen signatures set forth below identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of the Organization, and that the option checked in Part C of this Schedule 1 is the security procedure selected by the Organization for use in verifying that a funds transfer instruction received by the Bank is that of the Organization.

The Organization has reviewed each of these security procedures and has determined that the option checked in Part C of this Schedule 1 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Bank. By selecting the security procedure specified in Part C of this Schedule 1, the Organization acknowledges that it has elected to not use the other security procedures described below and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Bank in compliance with the particular security procedure chosen by the Organization.

NOTICE: The security procedure selected by the Organization will not be used to detect errors in the funds transfer instructions given by the Organization. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that the Organization take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Bank.

Name:

Title:

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Steve Grah

Department or Entity: Prosecutors Office

Estimation of amount of time needed for appointment: 10 min.

Date Requested – 1st Choice: 1/31

Date Requested – 2nd Choice: _____

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

Subject:

Legal update on Shirley Foreman &
Palmer issue

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):

Attachments:

AGENDA REQUEST FORM

Name: Angela Banks

Department or Entity: Assessor

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1st Choice: 1-31-13

Date Requested – 2nd Choice: _____

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

Subject: Exonerations

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):

Are documents attached?

If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Laura Storm

Department or Entity: Circuit Clerk

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: January 31, 2013

Date Requested – 2nd Choice: _____

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

Subject: Hiring of a Full Time Deputy Clerk

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

Due to the departure of a full time employee, I ask that you approve the hiring of Monica H. Day to a full-time position as Deputy Clerk within my office effective February 4, 2013. Her grade will be II F with a salary of \$30,000.00 with full benefits afforded to Jefferson County Commission employees. This position has previously been approved by the commission and the funds are within my budget so no additional monies are being requested.

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

Approve the hiring Monica H. Day to a full-time position as Deputy Clerk within the Circuit Clerks office. Her grade will be II F with a salary of \$30,000.00 with full benefits as afforded to Jefferson County Commission employees effective February 4, 2013.

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin, Chief County Engineer

Department or Entity: Engineering Department

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: January 31, 2013

Date Requested – 2nd Choice: February 7, 2013

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

Subject: **Engineering Department Personnel – Permits Technician Vacant Position**

Please provide the County Commission with a description of your request or presentation, including any background information: **Requesting approval to fill the vacant position of Permits Technician. Norma Kuroski – a temporary contract employee - has been working on an as-needed part-time basis for the past 10 months in this position during a staffing shortage. Ms. Kuroski has the qualifications for the position.**

This issue is personnel related and may necessitate an executive session for discussion of a personnel related matter and the reason for the hiring request.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **To approve hiring Norma Kuroski in the Position of Permits Technician in the Office of Building Permits & Inspections at the salary currently budgeted.**

Attachments: **None.**

JEFFERSON COUNTY

Personnel Requisition

Department Name Engineering Date 1-25-13 Date Needed 1-28-2013

Job Title Permits Technician Salary \$ 36,082.40 Criminal History Check ☒ Yes ☐ No

Suggested Recruitment Source(s) _____

Applicants Interviewed By _____ Position Reports To Chief County Engineer

Minimum Education Required _____

Minimum Experience Required _____

Job Duties _____

Budget Information

Addition ☐ Replacement ☒ Explain or For Whom _____

Position Budgeted ☒ Yes ☐ No Proposed Salary Step III Grade F 36,082.40 Date of Hire 1-31-13

Is Position: Full-Time ☒ Regular Part-Time ☐ On-Call Occasional ☐ Temporary ☐

Safety/Security _____ Hours Per Week _____

Approvals

Elected Official Approval _____ Date _____

Department Head Approval _____ Date _____

County Commission Approval _____ Date _____

Comments _____

AGENDA REQUEST FORM

Name: Paul Shroyer

Department or Entity: Financial Director

Estimation of amount of time needed for appointment: 1 hour

Date Requested – 1st Choice: 1-31-13

Date Requested – 2nd Choice: _____

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

Subject: Budget Work Session

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):

Are documents attached?

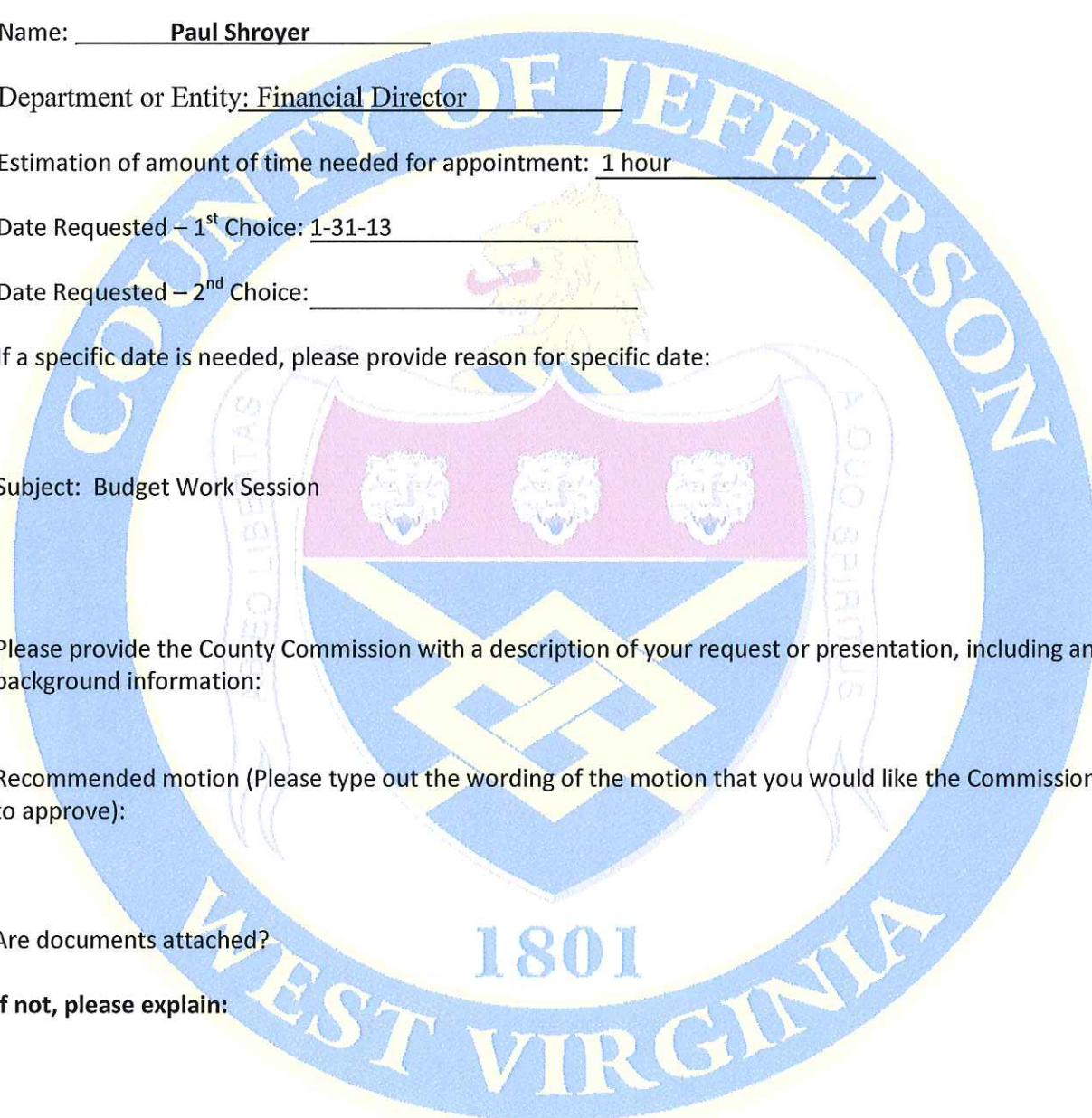
If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:



AGENDA REQUEST FORM

Name: Commission

Department or Entity: _____

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: 1-31-13

Date Requested – 2nd Choice: _____

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

Subject: Discussion of Process for filling Sheriff Vacancy

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): _____

Are documents attached?

If not, please explain: _____

Is a projector needed?

Contact information:

Email Address: _____

Phone number: _____

AGENDA REQUEST FORM

Name: Debbie Keyser

Department or Entity: County Administrator

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: 1-31-13

Date Requested – 2nd Choice: _____

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

Subject: Discussion on Potential Commission meetings being held on the 5th Thursday of the month, if applicable

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):

Are documents attached?

If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM

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

Department or Entity: Emergency Communications

Estimation of amount of time needed for appointment: N/A

Date Requested – 1st Choice: 1/17/2013

Date Requested – 2nd Choice: _____

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

Subject:

Request Approval of Promotional Appointment – James P. Hayden

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

1. James P. Hayden has tested and interviewed for Supervising Public Safety Dispatcher and having successfully passed the process, was the top candidate. Mr. Hayden has accepted the appointment offer on 1/11/2013.
2. Mr. Hayden has been sitting in the Acting Supervising Public Safety Dispatcher capacity supervising a mid-shift team since the termination of a former Supervising Public Safety Dispatcher.
3. As an acting supervisor, Mr. Hayden was afforded with a wage increase commensurate to the Grade and Step of a Supervising Public Safety Dispatcher. This promotion does not increase Mr. Haydens Grade/Step as he was already receiving the appropriate rate.

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

"Motion to approve the promotional appointment of Mr. James P. Hayden from Public Safety Dispatcher to Supervising Public Safety Dispatcher within the Emergency Communications Center."

Attachments:

- Letter from Director of Communications to "Request Commission approve promotion Hayden_SPSPD.pdf"
- Employee Action Form "HaydenJames_Supervisor 2013-1-11.xls"

Jefferson County Commission
Employee Action Form
Emergency Communications Center

Employee Name:	James P. Hayden	Date Completed:	01/11/2013
Department Number:	712	Work Location:	Emergency Communications
Birthdate:		Mail Address:	
Social Security:		Mail Address:	
Home Phone:		Cell Phone:	
From: Salary	\$ 51,531.52	To: Salary	\$ 51,531.52
Reason:			New Hire Promotion Temporary Assignment Annual Increase
Was Acting Supervisor - Promoted to Full-Time permanent Supervising Public Safety Dispatcher - No change in payrate as employee was receiving SPSP rate			
		% of Change	\$ -
Grade (I, II, III, etc.):		Grade (I, II, III, etc.):	IV
Step (A,B,C etc.):		Step (A,B,C etc.):	I
Min/Mid/Max		Min/Mid/Max	
From:	Candidate Non-Exempt Exempt Full-Time Perm > 1820 hrs/annual Full-Time Perm 2080 hrs/annual Full-Time Temp < 6 mos Part-time Perm < 1040 hrs/annual Part-time Temp/Intern Contract Termination/Retirement	To:	Candidate Non-Exempt Exempt Full-Time Perm > 1820 hrs/annual Full-Time Perm 2080 hrs/annual Full-Time Temp < 6 mos Part-time Perm < 1040 hrs/annual Part-time Temp/Intern Contract Termination/Retirement
From:	Active Personal Unpaid FMLA Workers Comp WC Rate:	To:	Active Personal Unpaid FMLA Workers Comp WC Rate:
	Military Personal Paid Return to Work WC Code		Military Personal Paid Return to Work WC Code
Additional Info: From Acting Supervisor to Permanent Supervising Public Safety Dispatcher			
Check here this is an employee working 35 hours		☐	
Check if this is a salaried non-exempt or hourly employee, eligible for overtime		☐	
Effective Date: 01/11/2013			
Co. Admin Approval		HR Approval	
Commission Approval		Hiring Mgr Appr	
Hiring Mgr Notified		Payroll Done	



Jefferson County Emergency Communications DEPARTMENTAL MEMORANDUM

TO: The County Commission of Jefferson County
Deborah Keyser, County Administrator

FROM: Jeffrey Polczynski, ENP – Director of Communications

DATE: January 11, 2013

SUBJECT: Promotional Appointment – Mr. James P. Hayden – Full-Time
Supervising Public Safety Dispatcher

The purpose of this memorandum is to request the approval to promote Mr. James P. Hayden to full-time Supervising Public Safety Dispatcher within the Emergency Communications Center.

Originally hired in 1989, Mr. Hayden has been a tenured Public Safety Dispatcher and is currently sitting as the Acting Supervising Dispatcher on a mid-shift due to the separation of a full-time supervisor in July 2012. Along with several other candidates, Mr. Hayden was given a comprehensive assessment in which he received the highest score.

Mr. Hayden is a valued employee in the Communications Center. Currently, he is the chairman of the policies and procedures committee, as well as the Terminal Agency Coordinator and a Communications Training Officer. As a dispatcher, Mr. Hayden is an employee that can be counted on to ensure that the job is done right and management staff is confident that the skills of Mr. Hayden will translate well as a full-time Supervising Public Safety Dispatcher.

With the approval of the Commission, this promotion will be effective on 1/11/2013. With this promotion, Jim will be vacating a public safety dispatcher position and management expects to fill the position in the very near future.

Please do not hesitate to contact me for further questions.

JEFFERSON COUNTYPersonnel Requisition

Department Name Emergency Communications Date 1/11/13 Date Needed _____

Job Title Public Safety Dispatcher Salary \$35,152 Criminal History Check ☒ Yes ☐ No

Suggested Recruitment Source(s) N/A (Eligibility list already established)

Applicants Interviewed By Director of Communications Position Reports To Supervising PSD

Minimum Education Required See Job Description

Minimum Experience Required See Job Description

Job Duties _____

Budget Information

Addition ☐ Replacement ☒ Explain or For Whom Promotion of Hayden to Supervisor

Position Budgeted ☒ Yes ☐ No Proposed Salary \$35,152 Date of Hire _____

Is Position: Full-Time ☒ Regular Part-Time ☐ On-Call Occasional ☐ Temporary ☐

Safety/Security Yes Hours Per Week 84/PP

Approvals

Elected Official Approval _____ Date _____

Department Head Approval Jeffrey A. Polczynski Date 1/11/2013

County Commission Approval _____ Date _____

Comments _____

AGENDA REQUEST FORM

Name: Debbie Keyser

Department or Entity: County Administrator

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: 1-31-13

Date Requested – 2nd Choice: _____

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

Subject: Discussion to continue to purchase Code Books verses online
Commission top Project listing
Discussion on Briel Building

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):

Are documents attached?

If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:

AGENDA REQUEST FORM

Name: Debbie Keyser

Department or Entity: County Administrator

Estimation of amount of time needed for appointment: 15 min

Date Requested – 1st Choice: 1-31-13

Date Requested – 2nd Choice: _____

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

Subject: Commission Staff Cross Training – Possible Executive Session

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):

Are documents attached?

If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:

In-Progress ; Completed

Commissioner's Top Project Listing

Project	Team Leader/Members	Deadline	Comm Mtg
GIS Content Management System: --Presentation to Commission to present project, costs, and benefit analysis in preparation for next year's budget.	Leader: Todd Fagan	May 30, 2012	Completed presentation. Applied for grants. Pending RFP presentation 2-2012.
Hire a County Administrator:	Leader: Patsy Noland Member: Commission Members, Keyser and McDonald	June 30, 2012	On-going
IT Needs: Determine IT needs within the County. Provide recommendation for in-house or contract services, associated costs and plan of action.	Leader: Keyser and Shroyer	June 30, 2012	Sept. 2012
Impact Fees – Affordable Housing	Leader: Roger Goodwin	June 30, 2012	July 1, 2012
OPEB Actuarial Study: RFP to be completed and bids returned for Commission consideration.	Leader: Paul Shroyer	July 30, 2012	Sept., 2012
Impact Fees: --Ensure a long term plan is in place to protect Impact Fees --Determine how to collect --How to charge --Potential income --Proposal due to Commission Oct, 2012	Leader: Roger Goodwin and Stephanie Grove	Sept. 30, 2012	Oct., 2012
CIP Presentation – Ensure it includes all potential capital projects.	Leader: Paul Shroyer	June 30, 2012	July, 2012 Presentation made; Comm. needs to prioritize
Income Replacement: Review County's options to provide employees with short term disability and long term disability options, the costs, vendor comparison and date to implement, if approved.	Leader: Debbie Keyser Team Members: Sally Gran	Sept. 30, 2012	Oct., 2012

Project	Team Leader/Members	Deadline	Comm Mtg
Move AS400: Move AS400 from Hunter Building to Mason Building to protect equipment	Team Leader: Bill Polk Members: Charlotte Hernandez and Paul Shroyer	Sept. 30, 2012	Oct, 2012 AS400 is not being moved until a determination is made with building acquisition. \$138k AS400 upgrade was completed.
CAD System: Develop RFP for a Computer Aided Dispatch System to provide complete data to those responding to 911 calls. RFP should include estimated costs for budget planning.	Leader: Jeff Polczynski	Oct. 30, 2012	8-16; RFP ready to distribute; Approval by Commission RFPs due 12-2012
Space Needs Study: Provide inventory of all square footage of office space owned/leased/occupied by County gov't and affiliated agencies; Include: --Purchase of the Briel Building --Renovation of Animal Control --Cost Estimates for Judicial Center for Circuit Clerk; Bond or No Bond? --Court House space needs --Tax Office Work Stations & Storage --Utilize other outside resources as needed --Allow for privacy of citizens to discuss personal issues --Central heat and air condition unit for Hunter bldg. --Meeting Hall for citizens/Commission --Avoid damage to historical buildings Provide a 3 year plan for the use, renovation, sale and upkeep of all buildings to ensure the County is fully utilizing its spaces and dollars for County employment.	Leader: Paul Shroyer and Bill Polk	Oct. 30, 2012	Presentation completed. Pending decision on Briel Building by Commission

Grant Policy: Develop a policy to establish a standard process to ensure each grant is documented, checks are applied to the appropriate fund, expenditures go to the proper fund, and the County is currently meeting or can meet the Grant requirements.	Team Leader: Vivian Fields Members: Teresa Hendricks, Sandy McDonald	Oct. 30, 2012	Nov., 2012
Polling Assignment/Budget: Determine needs and costs of machines to show polling assignment	Leader: Jennifer Maghan	July 30, 2012	Aug. 2012 Determined a trial would be completed 11/2012.
Research, determine needs analysis, costs and make recommendation for new telephone system for the County	Leader: Bill Polk		Hired Consultant to assist with RFP - Dec., 2012
Transportation Meeting with DOH to discuss/resolve two dangerous intersections. Cattail Lane and Top of Mountain/New Rt 9.	Leader: Nichelle Hosby/Dale Manuel		Meeting held. Await responses from DOH.
Develop a user-friendly citizen's budget for the website	Leader: Shroyer Lyn to assist Paul.		
Develop a bidding contract policy based on state code	Leader: Shroyer		
Establish a date in February for First Annual Economic Outlook for Jefferson County Complete a Comprehensive Plan that promotes economic growth in our County.	Leader: John Reisenweber		
Schedule two more "Meet your Commissioner" events prior to fiscal year-end based on each Commissioner's region.	Leader: Keyser Jane: Black Dog Walt: Train Station Ranson/Rippon Episcopal Church		
Develop a budget which meets the County's needs, addresses potential decreases in revenue, 911 Fee structure, Fire & Rescue Emerg. Fees, develop a Rainy Day Fund, receive input from department	Leader: Shroyer		

heads.			
Receive report from CVB on ROI for our \$150k investment	Leader: Shroyer		
Review Planning & Zoning processes to ensure good customer service to public	Leader: Jennie Brockman		
Continue to move forward on Hite Road facility	Leader: ??		

<u>Commissioner Projects:</u>	Team Leader/Members	Deadline	Comm Mtg
Tennis Bubble	TBD	TBD	TBD
Public Indoor Swimming Facility	TBD	TBD	TBD
Public Transportation for Community to get to work without cars; MARC Train, etc	TBD	TBD	TBD
Local Drug Treatment Center	TBD	TBD	TBD

Debbie Keyser responsible for meeting with each team member to review their assignment and be the liaison between the team leader and the Commission to establish dates for the presentation to the Commissioners.

JEFFERSON COUNTY COMMISSION
PUBLIC HEARING NOTICE

The Jefferson County Commission has scheduled a public hearing on a Zoning Map Amendment (Rezoning) for property designated as Tax District: Harpers Ferry, Map: 7, Parcel: 18. This property is located on the south side of US Route 340 on Campground Road approximately a half mile east of its intersection with Old Taylor Lane and is a total of 3.94 acres. This property is currently zoned Residential Growth and a request has been made by the owners, the Aitcheson Family Trust and Frederica Adkinson, to change the zoning to Residential/Light Industrial/Commercial.

You may provide oral or written comments at the hearing, **7:00 p.m., Thursday, January 31, 2013, in the Charles Town Library meeting room at 200 East Washington Street**, at the side entrance on Samuel Street. In addition, you may also provide written comments to info@jeffersoncountywv.org or mail to P.O. Box 250, Charles Town, WV 25414, or fax (304) 728-8126.

By Order of the Jefferson County Commission
Dale Manuel, President

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Jennifer Brockman

Department or Entity: Planning and Zoning

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: January 3, 2013

Date Requested – 2nd Choice: January 17, 2013

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

Subject: **Recommendation of the Planning Commission to the County Commission on the landowner-initiated petition to amend the County Zoning Map for a 3.94 acre property owned by the Aitcheson Family Trust, designated as Tax District: Harpers Ferry, Map: 7, Parcel: 18, located on the south side of US Route 340 on Campground Road approximately a half mile east of its intersection with Old Taylor Lane, for the purpose of setting a public hearing to be held by the County Commission**

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

On December 11, 2012, the Jefferson County Planning Commission held a Public Hearing for the purpose of receiving public input regarding a landowner-initiated petition to amend the County Zoning Map Public Hearing for a 3.94 acre property owned by the Aitcheson Family Trust, designated as Tax District: Harpers Ferry, Map: 7, Parcel: 18, located on the south side of US Route 340 on Campground Road approximately a half mile east of its intersection with Old Taylor Lane. The property is currently vacant. The rezoning request is from the Residential Growth zoning classification to the Residential-Light Industrial-Commercial zoning classification. Pursuant to state law, WV Code 8A-7-9(c), the County Commission must receive the advice of the Planning Commission regarding whether such a request is consistent with the County's adopted Comprehensive Plan.

To this end, the Planning Commission held a Public Hearing, reviewed the applicant's application, the staff's report on the consistency with the Comprehensive Plan, received public input, and made a determination regarding consistency with the Comprehensive Plan. Based on a review of the 2004 Comprehensive Plan and consideration of the facts and opinions presented, the Planning Commission moved to forward the petition to the County Commission with a finding that the application was consistent with the Comprehensive Plan. This motion passed with a vote of 6-0. The application and staff report will be provided to the County Commission for the packet related to the date of the Public Hearing.

In accordance with Section 12.2(C) of the Jefferson County Zoning Ordinance, subsequent to the recommendation received from the Planning Commission, all recommended map amendments require a Public Hearing before the County Commission prior to a final determination.

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

I move to schedule a Public Hearing on the Proposed Zoning Map Amendment for a 3.94 acre property owned by the Aitcheson Family Trust, designated as Tax District: Harpers Ferry, Map: 7, Parcel: 18, located on the south side of US Route 340 on Campground Road approximately a half mile east of its intersection with Old Taylor Lane, on ____ (January 17 or February 7, 2013) ____, 2012 at ____ pm.

MINUTES
JEFFERSON COUNTY PLANNING COMMISSION
December 11, 2012

The Jefferson County Planning Commission met on Tuesday, December 11, 2012, with the following Commission members present: Eric Smith, Vice-President; Gene Taylor, J.P. Phillips, Steve Stolipher, Daniel Hayes and Walt Pellish. Staff members present included Jennifer Brockman, Director of Planning and Zoning; Seth Rivard, Planner; Steve Barney, Zoning Administrator; Stephen Groh, Assistant Prosecuting Attorney and Jennilee Hartman, Zoning Clerk.

Paul Taylor, President; Morgan Etters and Kelly Baty were absent with notification.

Mr. Smith presided over the meeting in Mr. P. Taylor's absence. Mr. Smith called the meeting to order at 7:00 PM

1. Approval of the minutes for the November 13, 2012 meeting.

Mr. Hayes moved to approve the minutes of the November 13, 2012 Planning Commission meeting. Mr. G. Taylor seconded the motion which carried unanimously.

2. Citizens Communication. Ms. Brockman clarified that this item would be for any members of the public who wished to speak on an item that is not on the agenda as a public hearing item. There was no public comment.

3. Request for postponement. None.

4. Public Hearing for Zoning Map Amendment (Rezoning) for property designated as Tax District: Harpers Ferry, Map: 7, Parcel: 18. This property is currently zoned Residential Growth and Residential/Light Industrial/Commercial zoning is being requested. This property is located on the south side of US Route 340 on Campground Road approximately a half mile east of its intersection with Old Taylor Lane and is a total of 3.94 acres. The owner of record is the Aitcheson Family Trust (Z12-05).

Ms. Annette van Hilst, the applicant's representative, presented the rezoning request to the Commission. Due to technical difficulties Ms. van Hilst provided the Commission a hardcopy of a detailed Power Point presentation that included maps and pictures of the site and adjacent areas (see PC File #Z12-05 for a copy). Ms. van Hilst listed current principle permitted uses for the site in addition to the land uses of the surrounding area, focusing on the commercial entities. Further, Ms. van Hilst discussed the location of the property within the growth area as depicted in the 2004 Comprehensive Plan, the major changes to the area since the adoption of the zoning map and its consistency with the 2004 Comprehensive Plan. Ms. van Hilst concluded that the close proximity of several tourist attractions, as well as the Harper's Ferry National Historic Park's Transportation Hub, and the accessibility of nearby water and sewer facilities make this property a suitable candidate for rezoning.

Mr. G. Taylor asked about the type of uses and parking for the site. Ms. van Hilst responded by stating that a craft store could be a possible use and that parking would be determined based on the land use. Ms. van Hilst stated there had been no land use planned for the site at this point. Mr. Hayes inquired about the existence of facilities. Ms. van Hilst explained that Harpers Ferry had water and sewer lines approximately 500' from the site.

MINUTES
JEFFERSON COUNTY PLANNING COMMISSION
DECEMBER 11, 2012
PAGE 2 of 6

Mr. Rivard opened by explaining the Planning Commission's role in the rezoning process. Mr. Rivard pointed out that they must find whether or not the applicant's request is consistent with the 2004 Comprehensive Plan and that their determination will be forwarded to the County Commission for final approval. Mr. Rivard delivered a Power Point presentation which included a series of maps, a report of Staff's findings, the various elements to consider when reviewing a rezoning request and a list of possible land uses in the proposed zoning district. Mr. Rivard provided the Commission information from his staff report confirming Ms. van Hilst's assessment of the property in that the current zoning supports high density and institutional uses. Mr. Rivard explained that any land use other than residential would be required to meet the site plan standards. Mr. Rivard identified current highway and traffic matters in addition to the expansion of the National Park Service property and the growth of historic tourism. Mr. Rivard clarified for the record that regardless of this zoning district fast food restaurants and convenient stores would necessitate a conditional use permit however consideration of the LESA point system would not be required.

Mr. Hayes motioned to open the public hearing. Mr. Pellish seconded the motion, which carried unanimously.

Marcie Steerman, neighbor, stated she was speaking on behalf of herself and the Longerbeams (neighbors) who were unable to make the meeting but were in opposition to the rezoning. Ms. Steerman objected to the rezoning based on increased traffic safety concerns for those walking the neighborhood, that the narrow lot width will not accommodate tractor trailer turnarounds and that certain potential commercial endeavors are not consistent with local tourism (i.e. reference to 7-11 gas stations). Ms. Steerman argued that the County had over 50 commercial properties listed for sale, including a strip mall and that there was no shortage of commercial lots currently on the market. Lastly, Ms. Steerman stated she believed the decision to act on the rezoning would be premature and petitioned the Planning Commission to postpone their decision until the 2014 Comprehensive Plan was adopted. Mark Thifault, neighbor, reiterated Ms. Steerman's apprehensions regarding the increased traffic on their road stating it was a small road and not equipped to handle trucks backing up. Mr. Thifault also expressed his concern for the safety of the neighborhood children who played on the road.

Mr. Hayes moved to close the public hearing. Mr. Stolipher seconded the motion, which carried unanimously.

Ms. van Hilst rebutted some of the neighbor's concerns by stating that the majority of the oncoming traffic would be traveling on Campground Road and not on Murphy Road, from which the speaking members of the public lived. It was also noted that the potential land use would not be a heavy industrial use and that larger trucks are not expected. Mr. Hayes clarified that any commercial use proposed for the site would have to meet current site plan standards, which include turnaround radii. Mr. Stolipher moved to approve the rezoning stating that it meets the criteria. Mr. Hayes seconded the motion and stated that he wished to clarify for the record that the only criteria necessary for granting a rezoning is whether a request is consistent with the 2004 Comprehensive Plan. Mr. Smith called for a vote which carried five (5) in support of the rezoning and one (1) in opposition (G. Taylor).

5. **Concept Plan Review and Public Workshop for Morgan's Grove Market (PC File #S12-06).**
This property is located at 3988 Kearneysville Pike (Rt. 480), adjacent to Morgan's Grove Park and is designated as Tax District: Shepherdstown; Tax Map: 13; Tax Parcel: 26.1, 26.2, 26.3 and 26.4. This project consists of an agricultural-based market. Intended uses are to consist of, but are not limited to, a Food Hub, General Merchandise (retail), Professional/Business Offices, Community Amenities, and other associated uses.

Mr. Fred Blackmer with FB solutions was present to address the Commission. Peter Corum explained the purpose of Morgan's Grove Market (hereinafter known as MGM). Mr. Corum gave a brief synopsis of the MGM project explaining how it grew from a small farmer's market into a large collaborative effort within the community to have the multiple practices of health and wellbeing to be located on one site. Mr. Corum introduced his associates affiliated with the project, Matt Ridgeway, Real Estate Agent; Dirk Stansbury, Engineer; Linda Gutsell, Attorney; John Helmen, Architect.

Mr. Rivard commented on the staggered location of the buildings and how they are designed towards the front of the property as required by the conditional use permit (hereinafter known as CUP). Mr. Rivard noted that the project will require a traffic impact study to be completed, however due to the road improvements that the applicant is proposing along Route 480 that Staff would be willing to support a waiver of that requirement. The Commission discussed the necessity of giving direction and Staff informed the Commission that while the Subdivision Regulations allowed the Commission to take such action it was not required. The Commission asked if direction could be given outside the requirements of the Regulations. Staff stated that while direction could be given to that effect, the Developer would be under no obligation to fulfill that direction. Mr. Pellish expressed his frustration with the process considering that this particular application had undergone a separate public hearing. Further discussion ensued regarding giving direction. Staff suggested a benefit to giving direction, perhaps under a different circumstance, that the Commission could request the Developer include extra screening due to public comment. The Developer is not obligated to do so however they may choose to follow the direction. Mr. Pellish asked why this applicant was required to hold a public workshop when they had already had a public hearing. Staff explained that the Regulations did not make special exceptions for those who had undergone a CUP.

Mr. Stolipher motioned to open the public workshop. Mr. Hayes seconded the motion, which carried unanimously.

Mike Austin with the Shepherdstown Community Club stated the CUP included a list of conditions that the Developer was required to meet. Mr. Austin expressed his concern that the water and sewer plans were not clear at this phase. Ann Spurgas, neighbor, expressed her concern regarding the two entrances. Ms. Spurgas also requested that the sign for the project be located towards the Morgan's Grove Park sign and not directly across from her property. Mr. Joe Spurgas, neighbor, stated that he believed a traffic impact study would be necessary. Mr. Spurgas reiterated Ms. Spurgas distress over the location of the sign as there would be no buffering from the proposed development and their property. Mr. Spurgas asked that the Commission require the Developer to follow all procedures. Mr. Rivard directed the Commission's attention to an email that had been received by the office which was dispersed to the Commission prior to the meeting as part of public testimony (see PC File#S12-06 for a copy of the email from Mr. Bill Lewandowski).

MINUTES
JEFFERSON COUNTY PLANNING COMMISSION
DECEMBER 11, 2012
PAGE 4 of 6

Mr. Hayes motioned to close the public workshop. Mr. G. Taylor seconded the motion, which carried unanimously.

Mr. Hayes had questions regarding the T-turnaround represented on the concept plan. Mr. Stansbury addressed the Commission and answered Mr. Hayes additional questions regarding site design. It was further clarified that the Planning Commission was approving the entire Concept Plan for MGM with the site plan being submitted in subsequent phases. Mr. Hayes motioned to approve the Concept Plan with no direction using the motion as provided by staff (Motion attached by reference). Mr. Pellish seconded the motion, which carried unanimously.

6. Discussion and possible action regarding the “Interpretive Appeals and Procedure Workshop” presentation that will allow options to appeal a decision or interpretation of staff heard at the November 13, 2012 meeting.

The Commission took no action on this item.

7. Request by Fred Blackmer for an administrative decision by the Planning Commission regarding initiation of site grading for Morgan’s Grove Market prior to approval of the Site Plan (S12-06).

Mr. Fred Blackmer with FB solutions explained the nature of the request to the Commission. Mr. Blackmer explained the necessity in beginning site grading and how waiting until the approval of the full site plan would hinder the applicant’s development timeline. Mr. Blacker went on to elaborate on the lengthy site plan process and that by authorizing the separation of the site grading plan from the remaining site plan standards it could allow the applicant to begin construction while continuing the rest of the review without any risk to adjacent property owners. Mr. Blacker stated that this type of request has been asked of the Commission in the past. Mr. Blackmer stated that if any changes were made to the approved site plan from what had been approved on the grading plan that the applicant would assume all financial risk. Mr. Blackmer defined surface grading as, “a contouring the surface of the site to meet the stormwater management issues; to create the areas where the parking are going to be; to actually shape the site on the contour lines that are reviewed by the Engineering Department.” Mr. Hayes commented that this type of processing is done in other jurisdiction. Mr. Saunders confirmed that the Department of Environmental Protection will require a permit if more than 1 acre of the site will be cleared. Mr. Steve Groh reminded the Commission that this item is not a waiver hearing and that Section 24.300 requires a 14 day notice for waivers. It was stated that when STaSIS processed this similar request it was done as a waiver which was noticed, and required a site grading plan and bonding. The Planning Commission and Staff had a discussion regarding a realistic timeframe for processing a site grading plan. The Commission directed Staff to review the site grading plan concurrently with the review of the waiver request in anticipation of approval of said waiver at the January 8, 2013 Planning Commission meeting. The January 8, 2013 meeting will be open for public comment.

8. Reports from Legal Counsel and legal advice to PC.

Active Litigation:

- **Far Away Farms**
- **Cedar Meadows Airpark**

MINUTES
JEFFERSON COUNTY PLANNING COMMISSION
DECEMBER 11, 2012
PAGE 5 of 6

There was no action or discussion on this item.

9. Director's Report.

Ms. Brockman updated the Commission on the following topics:

- 1) Transition of Clerical Staff: Planning Clerk, Amy Puetz, and Office Manager, Dawn Childs, have resigned. The office is currently interviewing for their positions. Ms. Hartman will be the Planning support in the interim.
- 2) Activity Report (included in the packet)
- 3) Envision Jefferson 2035 (2014 Comprehensive Plan) Update
 - a) Website/Public Outreach Efforts
 - b) Chris Whittaker hired as 2 – year Comprehensive Plan Planner; start date December 10, 2012 (this date was extended to the following week)
 - c) Steering Committee
 - d) Facilitator
- 4) Recent County Commission Meetings relevant to Planning
 - a) Public Hearing Scheduled for 11/29/12 at 7:00 pm rescheduled upon request by the applicant until early 2013
 - b) Recommendation of the Planning Commission to the County Commission on the landowner-initiated petition to amend the County Zoning Map for a 34.27 acre property owned by Jefferson Asphalt Products, Inc (D: 2/M: 13/ P: 7).
 - c) Recommendation of the Planning Commission to the County Commission on the landowner-initiated petition to amend the County Zoning Map for a 8.07 acre property owned by John D. Lowe, III (D: 9/M: 8/ P: part of 5).
 - d) Request for County Commission Approval of the US 340 Corridor East Gateway Plan, Incorporating Staff Recommended Changes Based on Public Comment. (11/15/12; no action taken on the Plan – informally recommended to be forwarded to Steering Committee for their reference)
 - e) Request to advertise vacant budgeted Project/Office Manager position. (11/15/12; approved request to advertise as well as to advertise for vacant budgeted Planning Clerk position)
 - f) Approval of job offer for 2 year temporary Comp Plan Planner Position to Chris Whittaker. (11/15/12)
 - g) Approval of Contract with a Facilitator for the Envision Jefferson 2035 Public Meetings. (11/15/12; approved contingent on reference check and legal approval of contract)
- 5) Upcoming County Commission Actions
None
- 6) Upcoming Planning Commission Meetings
 - a) January 8, 2013

A copy of the Director's Report, December 11, 2012, was made available in the uploaded Planning Commission packet.

10. Monthly Development Activity Report.

Mr. Rivard presented the November Monthly Development Activity Report.

11. County Commission Liaison Report.

Mr. Pellish explained that the applicant of the BCT rezoning request approached the County Commission and stated that they requested a postponement of the public hearing due to pending negotiations of the property. Mr. Pellish also commented in the County Commission's disinterest in adopting the 340 Study at this time however they appreciated all of the work that was involved in the drafting of the document.

12. Planning Commission Exchange.

- **Report from the Health Department Meeting Liaison.**

Ms. Brockman continued her report from the previous month regarding the digitizing of records and announced that the Health Department was willing to match funding provided the County Commission would do likewise. An RFP is currently being drafted.

- **Report from the Public Service District Meeting Liaison.** None.

- **Report from the Parks and Recreation Meeting Liaison.** None.

- **Report from the Jefferson County Development Authority Meeting Liaison.**

Mr. Stolipher wanted to raise a point of concern to the Commission. Mr. Stolipher was informed that when a business/industry is looking to locate in an area they conduct research regarding the location. As part of that research a consultant researches local newspapers to check the local climate, how fast approvals are being done and so forth. Mr. Stolipher suggested the Commission take this under advisement.

- **Report from the Water Advisory Committee Meeting Liaison.** None.

13. President's Report. None.

14. Actionable Correspondence. None.

Mr. Stolipher questioned if there was any written policy on allotted time limits for members of the public. The Commission also expressed a desire to limit speakers to those who sign in at the onset of the meeting. The Commission discussed amending the Bylaws regarding public speaking.

15. Non-Actionable Correspondence. None.

Mr. G. Taylor moved to adjourn the meeting at 8:51 PM. Mr. Hayes seconded the motion, which carried unanimously. An audio recording and/or a video recording of the meeting may be found on our website. These minutes were prepared by Jennilee Hartman, Zoning Clerk.

#LB-05

**JEFFERSON COUNTY, WEST VIRGINIA****Departments of Planning and Zoning**116 East Washington Street, 2nd Floor, P.O. Box 338

Charles Town, WV 25414

www.jeffersoncountywv.org/government/departments/planning-and-zoning-department.html
Application Number: Z12-05Date Application Received: 8/21/12Staff Initials: CCApplication Fee: \$1200.00Email planningdepartment@jeffersoncountywv.org

Phone: (304) 728-3228

Email zoning@jeffersoncountywv.org

Fax: (304) 728-8126

Zoning Map Amendment (Rezoning)

Pursuant to Article 12, a Zoning Map Amendment is a procedure to amend the official Zoning Map of the County by changing the zoning designation of a property. In order for a proposed amendment to be approved, the County Commission, with the advice of the Planning Commission, must find that the amendment is consistent with the adopted Comprehensive Plan, or if it is inconsistent, must make findings in accordance with the requirements of 8A-7-8 et seq of the WV State Code. All Amendments to the Zoning Map require a Public Hearing to be held by the Planning Commission for the purpose of making a recommendation to the County Commission. Subsequently, all recommended map amendments require a Public Hearing before the County Commission prior to a final determination.

Property Owner InformationName of Property Owner: Roger & Wanda Perry, Aitcheson Family Trust, Frederica AdkinsonMailing Address: 66 Somerset BlvdCity: Charles Town State: WV Zip Code: 25414Phone Number: 304/725-7639 Email: _____**Applicant Contact Information**Applicant Name: Owners Listed Above

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Applicant RepresentativeName of Representative: Annette van Hilst, R.A., The Crossroads GroupAddress of Representative: 22 Van Clevesville RoadCity: Kearneysville State: WV Zip Code: 25430Phone Number: 540/336-8494 Email: agvh@frontiernet.net

RECEIVED

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

Physical property details

Physical Property Address: Campground Road (Rte 340/17) Just West of Shenandoah St/340 Intersection

City: Harpers Ferry State: WV Zip Code: 25425

Tax District: Harpers Ferry Map #: 7 Parcel #: 18

Parcel Size: 3.94 Deed Book: 763,763,1105 Deed Book Page #: 318,324,93

	Rural (R-A)	Residential Growth (R-G)	Industrial Commerical (I-C)	Residential- Light Industrial- Commercial (R-L-C)	Village (V)
<u>Current</u> Zoning District	☐	☒	☐	☐	☐

	Rural (R-A)	Residential Growth (R-G)	Industrial Commerical (I-C)	Residential- Light Industrial- Commercial (R-L-C)	Village (V)
<u>Proposed</u> Zoning District	☐	☐	☐	☒	☐

For a Zoning Map Amendment request, the "burden of proof" is on the applicant to show why the proposed zoning is more appropriate than the existing zoning. Accordingly, please explain how the following factors support your proposal.

Describe your proposed use (and/or project) and describe why the Zoning Map Amendment is necessary for the proposed use (and/or project) described.

See Attached Petition.

Describe how the Zoning Map Amendment will be consistent with the objectives and policies of the Comprehensive Plan.

See Attached Petition

RECEIVED
JAN 11 2011
JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

Discuss any change(s) of transportation characteristics (i.e., type and frequency of traffic, adequacy of existing transportation routes), and neighborhood characteristics from when the original ordinance was adopted.

See Attached Petition

Do you request that the Planning and Zoning Staff present the petition to the Planning Commission for the purpose of setting the public hearing date?

- ☐ Yes, I request that the Planning and Zoning Staff present the petition
☒ No, I prefer to present the petition

Plat or Sketch Plan (provide as an attachment to this application)

The plat or sketch must be pursuant to Zoning Ordinance, Section 7.4 (b). The sketch plan shall include the entire original parcel as it appeared on the date this ordinance took effect. The property proposed for development shall be drawn to a reasonable scale (eg. 1" = 50', 1" = 100', or 1" = 200'). The sketch plan shall show, in simple form, the proposed layout of lots, parking areas, recreational areas, streets, building areas, and other features in relation to each other and to the tract boundaries. Contour lines should be superimposed on the sketch plan. Natural features such as woods, watercourses, prominent rock outcroppings, sinkholes and quarries shall be delineated.

Is Plat or Sketch Plan attached?

- ☒ Yes ☐ No

Original signature of all property owners is required. The information given is correct to the best of my knowledge (Please attach additional signature page if needed).

Dredrea Adkison 8.10.12
Signature of Property Owner Date

Roger Perry Hand Perry 8/17/12
Signature of Property Owner Date

Received By

Date

Received By

Date

The Planning Commission is required to set a public hearing on the proposed Zoning Map Amendment within 60 days of the date upon which a complete petition is presented to the Planning Commission at a Planning Commission Meeting. A complete petition, and related fees, shall be submitted to Departments of Planning and Zoning for placement on the Planning Commission agenda at least two (2) weeks prior to the meeting date at which the petition will be presented. Upon request, Planning and Zoning staff can present the petition to the Planning Commission on behalf of the applicant for purpose of setting the public hearing date. At the conclusion of the Planning Commission's Public Hearing, or at the next regular Planning Commission meeting, the Planning Commission shall make a recommendation to the County Commission regarding approval or disapproval of the requested Map Amendment. This recommendation shall be forwarded to the County Commission within four (4) weeks of final Planning Commission action.

The Planning Commission finds this request consistent/inconsistent with the Comprehensive Plan by a vote of 5 for and 1 against, this day of 11, Dec, 2012

☒ Recommended ☐ Not Recommended

The County Commission finds this request consistent/inconsistent with the Comprehensive Plan by a vote of _____ for and _____ against, this day of _____, _____ (Year)

☐ Approved ☐ Disapproved

Final Determination/Other Comments

RECEIVED

RECEIVED

AUG 21 2012

§8A-7-9 PETITION
Map Amendment
Article 12, Jefferson County Zoning Ordinance
Roger Perry, et al.
August 16, 2012

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

Owners:

Roger and Wanda Perry
Robert and Wanda Aitcheson (Trustees Aitcheson Family Trust)
Frederica Adkinson
66 Somerset Blvd.
Charles Town, WV 25414

Applicants:

Roger and Wanda Perry
Robert and Wanda Aitcheson (Trustees Aitcheson Family Trust)
Frederica Adkinson
66 Somerset Blvd.
Charles Town, WV 25414

Ordinance Citation:

Article 12 of the Jefferson County Zoning and Development Review Ordinance, as amended on November 10, 2011.

Definition of a Map Amendment:

"An amendment to the Zoning Map which is adopted by reference in the Zoning Ordinance that consists of a change that only applies to a specific property, changing from one existing zoning designation to another existing zoning designation. A map amendment does not permit changes, conditions or alterations to uses permitted within an existing zoning designation as all zoning designations must be uniformly applied to all property which are subject to said designation."

Substantiation for the Request:

1. There have been changes in this area and neighborhood, since the Jefferson County Zoning Ordinance was originally adopted in 1988. These changes include transportation patterns, land use and zoning designations, as explained in this application;

RECEIVED

AUG 21 2012

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

2. This property is within the Growth Area as shown on the attached Study Area Map. This map is the land use map found in the current Comprehensive Plan; and,
3. The Applicants believe that the requested map amendment is supported by Jefferson County's 2004 Comprehensive Plan. This map amendment is a request to rezone the property from the Residential Growth District to the Residential/Light Industrial/Commercial District. As explained in this Petition, this change is consistent and compatible with the current Comprehensive Plan.

Tax District, Map and Parcel Number:

Harpers Ferry Tax District, Map 7, Parcel 18

Deed Book References:

Deed Book 763 at Page 324
Deed Book 1105 at Page 93
Deed Book 763 at Page 318

Sketch Plat:

Attached

Tract Size:

3.94 Acres

Discussion on:

Comprehensive Plan compatibility of the proposed change: Included.

Any Change of transportation characteristics and neighborhood from when the original ordinance was adopted: Included.

RECEIVED

MAY 21 2012

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

Background:

The Applicants/Owners have a history of ownership of this parcel dating back to 1977. The owners purchased the property well before zoning was adopted with the intent to develop it into a development. They held onto the property during Jefferson County's major growth period while waiting for an appropriate time to develop it into a development that would be suitable for the area. Although the current Residential Growth zoning classification would allow the property to develop into high density residential, the Applicants would like the flexibility to add a commercial component to the property. As explained in this Petition, it is vital to have commercial services available near major attractions such as the Harpers Ferry National Historic Park and River Riders where tourists come to the County to spend money. Otherwise, these visitors will spend the day here, but spend their money elsewhere. The size of the property, combined with setback and buffer requirements will limit the size of any commercial component. Furthermore, regarding the 'light industrial' portion of the requested zone, these limitations would also only permit a small industrial use, such as a cabinetmaker, handcrafted furniture shop or art and craft studio to be located on the property if it is rezoned to the mixed use zone. These types of small manufacturers would be ideal in this particular location.

A. Comprehensive Plan Compatibility

The following 2004 Comprehensive Plan recommendations address the property in this Petition:

Recommendation 3.18 on Page 64:

"The County should continue to pursue new industrial and commercial development in order to diversify its economy, increase the tax base and thereby mitigate the problems of increasing residential growth, and provide quality employment opportunities in the workforce."

Comment:

Currently this property is zoned Residential Growth. The current allowed uses in this zone includes: townhouses, apartments, mobile home parks and other high density uses such as condominiums. Accordingly, the Applicants could use the property for a dense residential subdivision without any commercial use. The size of the property would limit many

RECEIVED

7-27-12

JEFFERSON COUNTY
PLANNING AND ENGINEERING

potential commercial uses. However, if the mixed-use classification is approved, it would open the potential for commercial uses that would complement the existing and potential residential uses. If the property were rezoned to the Residential/Light Industrial/Commercial zone, then it could develop a commercial component that would lessen the residential impact to the area. Because of the location of the property, it would also be perfect for commercial uses that would serve the tourists, residential development and KOA Campground that already exist in the neighborhood.

Recommendation 3.25 on Page 73:

"The County should study the US 340 corridor, including the land use, viewscape, economic development and traffic design and management in order to create an effective strategy for the long term management of this important mixed-use corridor".

Comment:

The original intent of the Route 340 Corridor Study was to address economic development and traffic in the Route 340 area. In order to effectuate this recommendation, the implementation chapter of the Plan only mandates that a cooperative planning effort takes place between the County and the West Virginia Department of Transportation to improve this area. This cooperative effort has begun in earnest. Maryland, Virginia and West Virginia have been working together to study the area between the bridges on Route 340. Furthermore, The WVDOT recently met with the County Commission to hear concerns and tour the area. The WVDOH also conducted a public meeting on August 16, 2012 to hear comments and provide information on traffic and transportation issues in this area.

Regarding the US 340 Study referred to in this recommendation, a Draft Study was prepared after many months of work by the Planning Commission and Staff. Since the County Commission hasn't adopted the Study, this petition will not address the specifics of this draft. However, the study does make several recommendations that support this request. It needs to be noted is that the existing land use map on page 34 of the Draft shows that this property is an existing vacant commercial property. Therefore, this property is already recognized as a viable commercial property. That fact combined with the fact that the property is already zoned for residential growth, makes the property an ideal candidate to be rezoned to the requested mixed-use zone.

Also, the 340 study didn't address the origin and destination of vehicle trips. Although some of the traffic is going to the Hollywood Casino at

Charles Town Races, a lot of the traffic is estimated to be traffic passing through the County to other destinations. Any future study should include a Comprehensive Traffic Study. This study should identify possible solutions to some of Jefferson County's traffic concerns. These solutions might include bypasses and improved routes outside of the 340 Corridor. The Route 340 Study also identified a problem with the intersection of Bakerton Road with Route 340. However, it has been reported that a new traffic light will probably be added to this intersection in the near future.

Regarding the 340 study, the County Commission should identify a large portion of the Route 340 area as the primary area for economic development in Jefferson County. This would include rezoning the area to as much commercial, industrial and mixed-use land as possible. This would maximize commercial opportunities in an already defined mixed-use area. Since there isn't much vacant commercial land available in this corridor, this is the area that should be rezoned since it is identified as the major growth area in the 2004 Comprehensive Plan. The construction of the very large commercial and office complex at the U.S. Customs property shows that the area is a prime location for these types of projects. Accordingly, the 340 Corridor Study should recognize this corridor as an area of economic growth as recently supported by the Jefferson County Commission.

Finally, this property is located in a mixed use neighborhood that includes medium density housing, a church, a large commercial parking lot for the NPS and a commercial campground. The KOA Campground also includes a large meeting area where many large gatherings take place. The KOA is also commercially opened to the community for swimming, birthday parties and other banquet type events. The larger neighborhood includes a former gas and auto service station, a real estate office, a model home with a sales office, the Quality Inn and Conference Center and River Riders. This area also includes the Flea Market and Shenandoah Professional properties that were recently rezoned to the mixed-use zone.

Based on the above, the Applicants believe that this map amendment is supported by Recommendation 3.25 in the Comprehensive Plan. The Applicants also believe that the County Commission is appropriately taking a leadership role in recognizing that this area should be a main economic engine in Jefferson County.

Recommendation 4.01 on Page 78:

"It is the vision of this Comprehensive Plan that development will be concentrated within the designated growth areas".

RECEIVED
JUL 1 2012
JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

Comment:

The subject property is located within the Growth Area as designated on the land use map in the Comprehensive Plan. This map is attached to this Petition. This property is also in the area that should be included in the Bolivar Urban Growth Boundary (UGB). Although Bolivar and Jefferson County have not agreed on an UGB, this area is very close to the Corporate Limits of Bolivar and would be a logical inclusion in the UGB when adopted. As such, this is an area where growth should be encouraged.

The NPS, river outfitters, such as River Riders, the zipline, Harpers Ferry and the Appalachian Trail all bring many tourists into the immediate area where this property is located. However, there are a limited amount of commercial services and vacant commercial land in this area. It is vital that commercial services are available to serve these tourists.

The County should create opportunities for the surrounding property owners to provide tourism related services. Areas that experience a large volume of tourists should be able to accommodate their needs. Otherwise, the tourist's economic contribution is not being maximized by the County. In addition to capitalizing on the tourism dollar, page 71 of the Comprehensive Plan, states that there is also a need to maximize the 'potential for commercial development to offset the demands of residential development' because every property developed entirely for residential use is a lost opportunity for much needed commercial development.

Since this property is: located within the mapped Growth Area; shown on the Existing Land Use Map as vacant commercial land; and, already zoned Residential Growth, the proposed map amendment to Residential/Light Industrial/Commercial is ideal for this site. As such, this rezoning application is entirely consistent with this recommendation in the Plan.

Based on the above recommendations, the applicant believes that this rezoning is very much consistent and compatible with the 2004 Jefferson County Comprehensive Plan.

There is also narrative in the Comprehensive Plan that supports the rezoning request from the standpoint of economic development and tourism. The following are some of the policies and goals that support the map amendment:

'This Plan encourages new development patterns that foster mixed-use neighborhoods so that a sense of community begins at the subdivision level';

RECEIVED

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

'This Plan encourages economic development so that residents can live and work in the County';

'This Plan recognizes existing population centers as the focus of new, more intense development and the importance of working with municipalities to assure a pattern of development consistent with the Plan vision';

(The Plan should) 'Encourage growth and development in areas where sewer, water, schools, and other public facilities are available or can be provided without unreasonable costs to the community'; and,

(The Plan should) 'Encourage and support commercial, industrial, and agricultural activities to provide a diversified and sound local economy'.

Regarding land use, the land use policy map found on page 75 only outlines two growth areas in Jefferson County. One is located outside of Shepherdstown and one is located between Bolivar and Charles Town and encompasses the majority of the land included in the Route 340 Corridor. The subject parcel is located in this growth area and should therefore be included in the mixed-use zone.

B. Change of Neighborhood

There have been many changes in the neighborhood since the zoning ordinance was adopted in October 1988. These changes include new developments along Route 340 and changes in the intensity of existing developments in the area and in the Route 340 Corridor. The County Commission has also changed the zoning classifications on several properties in the area.

The zoning changes and the changes in the intensity of uses that have occurred in the area include:

1. The County Commission has rezoned several parcels in the Route 340 Corridor for many of the same reasons found in this Petition. Last year, the County rezoned the property on the north side of Route 340 at the Bakerton Road intersection (Shenandoah Development) from Residential Growth to Residential/Light Industrial/Commercial. And, this year, the County rezoned the Gibson Flea Market property and the Capriotti property near River Riders. These properties were changed to mixed-use, in part, because there is limited land available for commercial growth in the 340 Corridor; and, the County Commission wanted to provide for additional economic opportunities in this corridor.

RECEIVED
JUL 11 2012
JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

RECEIVED

MAY 11 2012

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

2. River Riders has expanded considerably in recent years and just purchased the property that surrounded the existing operation for further expansion opportunities. These properties are already zoned Residential/Light Industrial/Commercial.
3. The NPS added a large Transportation Center and Bus Terminal on the property very close to the subject property. This was an effort by the NPS to more efficiently handle visitors and to keep traffic out of lower Harpers Ferry.
4. The KOA Campground and the Quality Inn (Cliffside Inn) have also expanded and renovated their operations since the original zoning ordinance was adopted in 1988.

These changes in the neighborhood and area support the requested map amendment to the mixed-use district.

Another significant change of use in the expanded area includes the ongoing development of the U.S. Customs property along Route 340. The massive construction taking place on their property is a very good indication of what type of businesses can locate in this area. Although the development of this Federal property is a significant change in the area, it is a positive change that will bring even more visitors and employees into the area. The location of the Customs and Border Patrol in this area is an additional reason that more land should be zoned to allow for commercial use in the 340 Corridor. Simply put, commercial services are needed to support the influx of these types of visitors to Jefferson County.

There have been other changes in the neighborhood, which would support the requested change from Residential Growth to the Residential/Light Industrial/Commercial District. These include the following:

1. Availability of Public Services:

Public Water and Wastewater facilities are now more readily available in this neighborhood. Harpers Ferry Public Water is available within 500 feet of the subject property and Harpers Ferry Sewer is available at the Route 340 intersection with Shenandoah Street and Campground Road. One of the major goals of the Comprehensive Plan states that the Plan should:

'Encourage growth and development in areas where sewer, water, schools, and other public facilities are available or can be provided without unreasonable costs to the community'.

Regarding these public services, since this property is already zoned Residential Growth, there really can only be an equal amount of impact or even less impact on public services, such as roads and schools, if the property is rezoned to mixed-use. Plus, since the property is close to public water and sewer, the Applicant would have to extend those services to the property; so there would be no public cost to extend these utilities to the property.

2. Growth in the Corridor:

There have been many commercial additions to the 340 Corridor between Charles Town and Harpers Ferry/Bolivar since the adoption of the zoning ordinance. The two major ones are the addition of the Hollywood Casino and table games at the Charles Town Race Track and the development of the Customs and Border Patrol Development. Smaller developments include: the Eackles-Spencer-Norton Funeral Home; the Meadows Commercial Nursery; a landscaping business; an expanded River Riders; the redevelopment of the Quality Inn; the Shenandoah Professional Building; Windmill Crossing (Aldi Grocery Store, Sheetz and the Tractor Supply Company); and, the 340 Business Center (Sears and Benjamin Moore Paints). The Corridor has also grown residentially since the original zoning ordinance was adopted.

The mixed use development that has taken place since 1988 is evidence that the Route 340 Corridor should continue to be the economic gateway into Jefferson County. This is especially true since it appears that the current County Commission has the attention of the West Virginia Department of Transportation. The West Virginia Division of Highways now seems committed to providing better services to this corridor at the request of the Jefferson County Commission. These projects, together with the long pre-existing uses in this corridor, demonstrate that rezoning property to mixed-use in this area is indeed compatible with the Comprehensive Plan.

C. Change of Transportation Characteristics:

There have been major changes to the transportation and traffic characteristics in this area since the original zoning ordinance was adopted. The two most significant changes that have affected this immediate area were the construction of the major parking facility and transportation hub for the NPS and the expansion of the train station and parking lot at Duffields. The commuter station at Duffields provided an additional parking area for commuting workers in the northern and western area of Jefferson County. This reduced the amount of

RECEIVED

APR 1 2012

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

traffic traveling through the 340 Corridor that previously went to Harpers Ferry or Brunswick Maryland to ride the MARC. The NPS Parking and Bus Center provided an area for tourists to park and take mass transit to Harpers Ferry. The construction of this facility has also guided the visitors into the immediate area of the Applicants' property. As mentioned earlier in the Petition, some commercial services in this area should be made available for these visitors.

Other changes include the replacement and widening of the Route 340 bridge over the Shenandoah River; new signals and lane improvements at most of the intersections on Route 340; and the reconstruction of the frontage road that serves Shipley Elementary School. Also planned in the area are a new light and interchange at the entrance to the Customs and Border Patrol facility and, reportedly, a new light at Bakerton Road intersection with Route 340. All of these improvements have or will have a positive effect on the transportation network in this area.

Much advancement in the area transportation network and traffic situation has been made recently by the County Commission. As stated in this Petition, the County Commission has been getting a great deal of attention by the WVDOT regarding highway improvements along Route 340. Although, nothing has been committed, it is significant because of the collaboration that has begun between the County and the State.

Although not adjacent to the subject property, the construction of the new Route 9 will also have a direct impact on traffic on Route 340. When this road is completed, it should route some traffic from the Route 340 Corridor to the Route 9 Corridor. Currently, some commuters travel to the metropolitan area on Route 340 instead of Route 9 because of the condition of Route 9 through the Blue Ridge.

These improvements to the transportation network have had a positive effect on the traffic flow in the Route 340 Corridor. All of these changes have taken place since the ordinance was adopted in 1988; though a number of them have taken place since the Comprehensive Plan was adopted in 2004. More needs to be done, but the Applicants believe that the appropriate government agencies are now heavily involved in these discussions.

Finally, please remember that this property is already zoned Residential Growth. As such, there should be little significant difference in traffic from this property if it is rezoned to mixed-use. A mixed-use development would actually have a positive effect on traffic in the area, since existing tourist and residents in the area could use any commercial services on the property if it is rezoned.

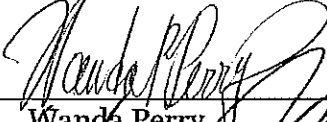
RECEIVED
JAN 11 2012
JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

D. Conclusion:

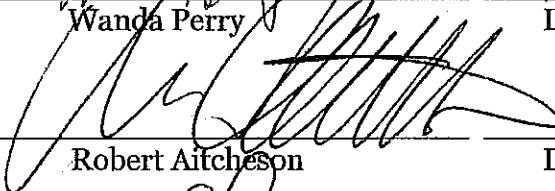
The Applicants are respectfully requesting that the County Commission approve a map amendment to the Jefferson County Zoning Map that would change this property's classification from the Residential Growth District to the Residential/Light Industrial/Commercial District. The Applicants believe that this rezoning is supported by: the 2004 Comprehensive Plan; the recent actions of the County Commission regarding rezoning in this area; the positive changes in the transportation characteristics in this area; the fact that this property is in the designated growth area; and, the changes in the neighborhood from when the original zoning ordinance was adopted.



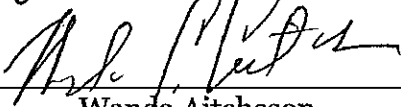
Roger Perry 8/19/12
Date



Wanda Perry 8/19/12
Date



Robert Aitcheson 8/19/12
Date



Wanda Aitcheson 8/19/12
Date

Frederica Adkinson Date

RECEIVED
10/1/12
JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

D. **Conclusion:**

The Applicants are respectfully requesting that the County Commission approve a map amendment to the Jefferson County Zoning Map that would change this property's classification from the Residential Growth District to the Residential/Light Industrial/Commercial District. The Applicants believe that this rezoning is supported by: the 2004 Comprehensive Plan; the recent actions of the County Commission regarding rezoning in this area; the positive changes in the transportation characteristics in this area; the fact that this property is in the designated growth area; and, the changes in the neighborhood from when the original zoning ordinance was adopted.

_____ Roger Perry	_____ Date
----------------------	---------------

_____ Wanda Perry	_____ Date
----------------------	---------------

_____ Robert Aitcheson	_____ Date
---------------------------	---------------

_____ Wanda Aitcheson	_____ Date
--------------------------	---------------

<u>Frederica Adkinson</u> 8.16.12	
Frederica Adkinson	_____ Date

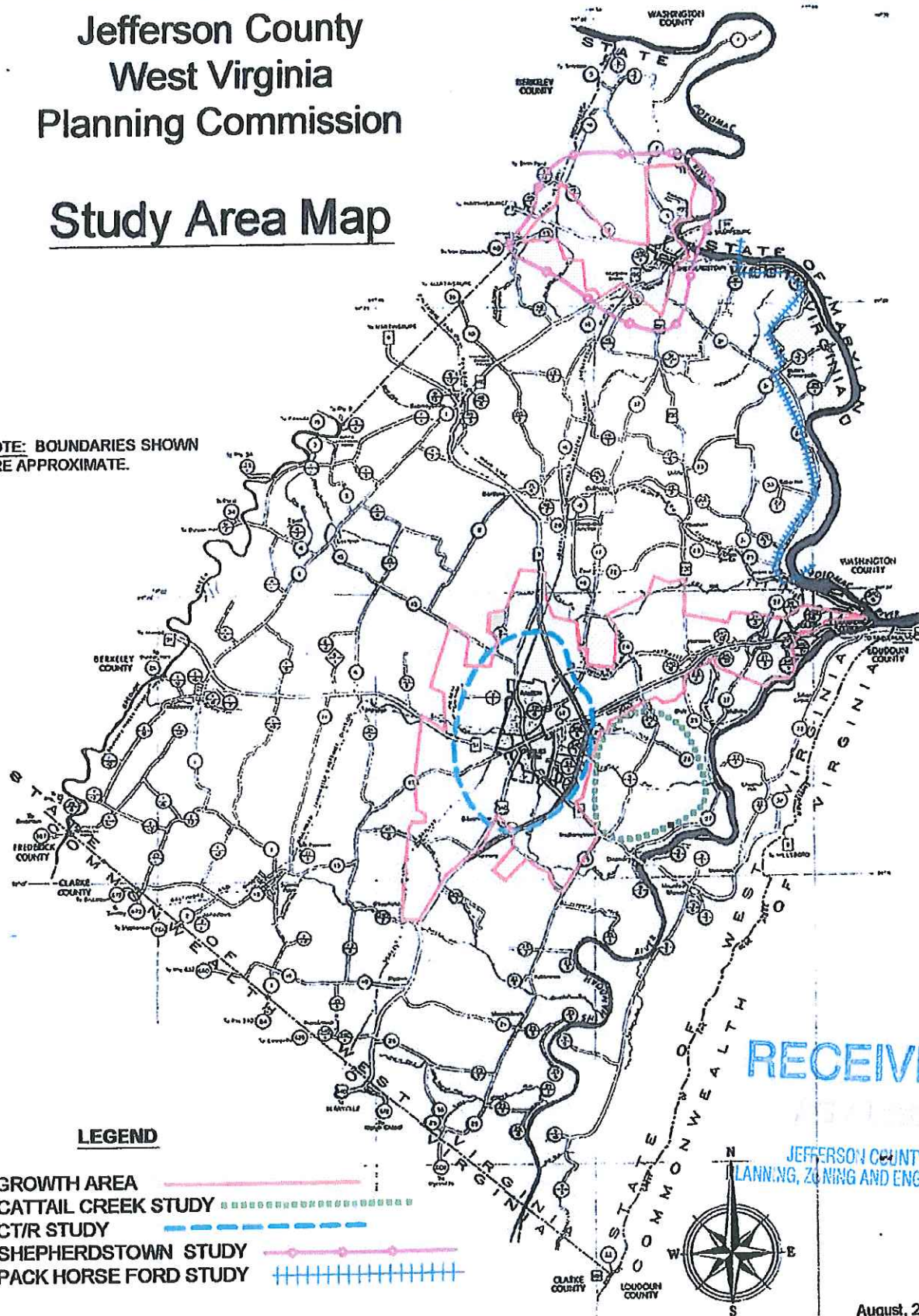
RECEIVED
AUG 16 2012
JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

Jefferson County West Virginia Planning Commission

Study Area Map

NOTE: BOUNDARIES SHOWN
ARE APPROXIMATE.

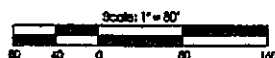
- LEGEND**
1. GROWTH AREA —————
 2. CATTAIL CREEK STUDY +++++
 3. CT/R STUDY -----
 4. SHEPHERDSTOWN STUDY -----
 5. PACK HORSE FORD STUDY +++++



RECEIVED

JEFFERSON COUNTY
PLANNING, ZONING AND ENGINEERING

August, 2003
NOT TO SCALE



RECEIVED
AUG 7 1 2012
JEFFERSON COUNTY
PLANNING, ZONING AND ENVIRONMENT

**Sketch Showing
Proposed Rezoning of
Roger and Wanda Perry,
Aitcheson Family Trust, and
Frederica Adkinson Property**

Harpers Ferry District
Jefferson County, WV
25 July 2012
Scale: 1" = 80'

Appalachian Surveys, PLLC

401 S. FAIRFAX BOULEVARD, SUITE 3
RANSON, WV 25438-1671
PHONE: 304/724-0008
FAX: 304/724-5030
WWW.APPALACHIANSURVEYSPLC.COM

#2013044

October 9, 2012

Paul G. Taylor, Chair Jefferson County Planning Commission
116 E. Washington St.
PO. Box 338
Charles Town WV 25414

Subject: Case no. Z12-05

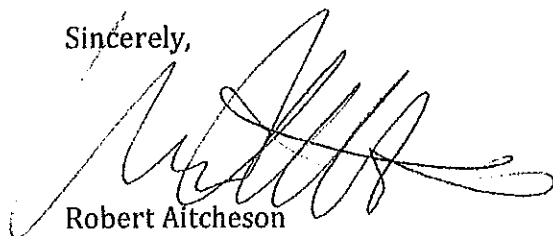
Dear Chairman Taylor:

This letter is to request postponement of the public hearing and recommendation by the Planning Commission originally scheduled for November 13th, for the property located on the south of US Route 340 on Campground Road approximately a half a mile east of its intersection with Old Taylor Lane and designated as Tax District Harpers Ferry, Tax Map 7, Tax Parcel 18 owned by Roger and Wanda Perry, the Aitcheson Family Trust and Frederica Adkinson.

The applicants request that the public hearing and recommendation by the Planning Commission be rescheduled to the regularly scheduled December Planning Commission meeting on December 11, 2011 and in doing so again waive their right to have a hearing set within 60 days of acceptance of the rezoning application.

Thank you for your consideration.

Sincerely,



Robert Aitcheson

712-05

Roger Perry, et al.
66 Somerset Blvd.
Charles Town, WV 25414

August 28, 2012

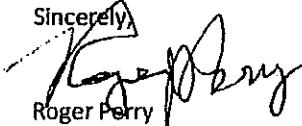
Jefferson County Planning Commission
P.O. Box 338
Charles Town, WV 25414

Dear Commissioners:

We are the Applicants for a Rezoning Petition for Parcel 18 on Tax Map 7 in the Harpers Ferry Tax District. Our representative, Annette van Hilst, has indicated that due to timing constraints, it may be difficult for the Planning Commission to schedule a Public Hearing on our application within the requisite 60 day period. Please be advised, that if the Commission finds it helpful for scheduling purposes, we will waive the right to a hearing within 60 days, but only to permit the hearing to be held by November 13, 2012 and no later.

If you have any questions, please give Ms. van Hilst a call at 540/336-8494. Thank you for your consideration of this request.

Sincerely,


Roger Perry

Rezoning Request by

Roger & Wanda Perry
Robert & Wanda Aitcheson
(Trustees Aitcheson Family Trust)
Frederica Adkinson

**For Parcel 18, Map 7
Harpers Ferry District**

Request

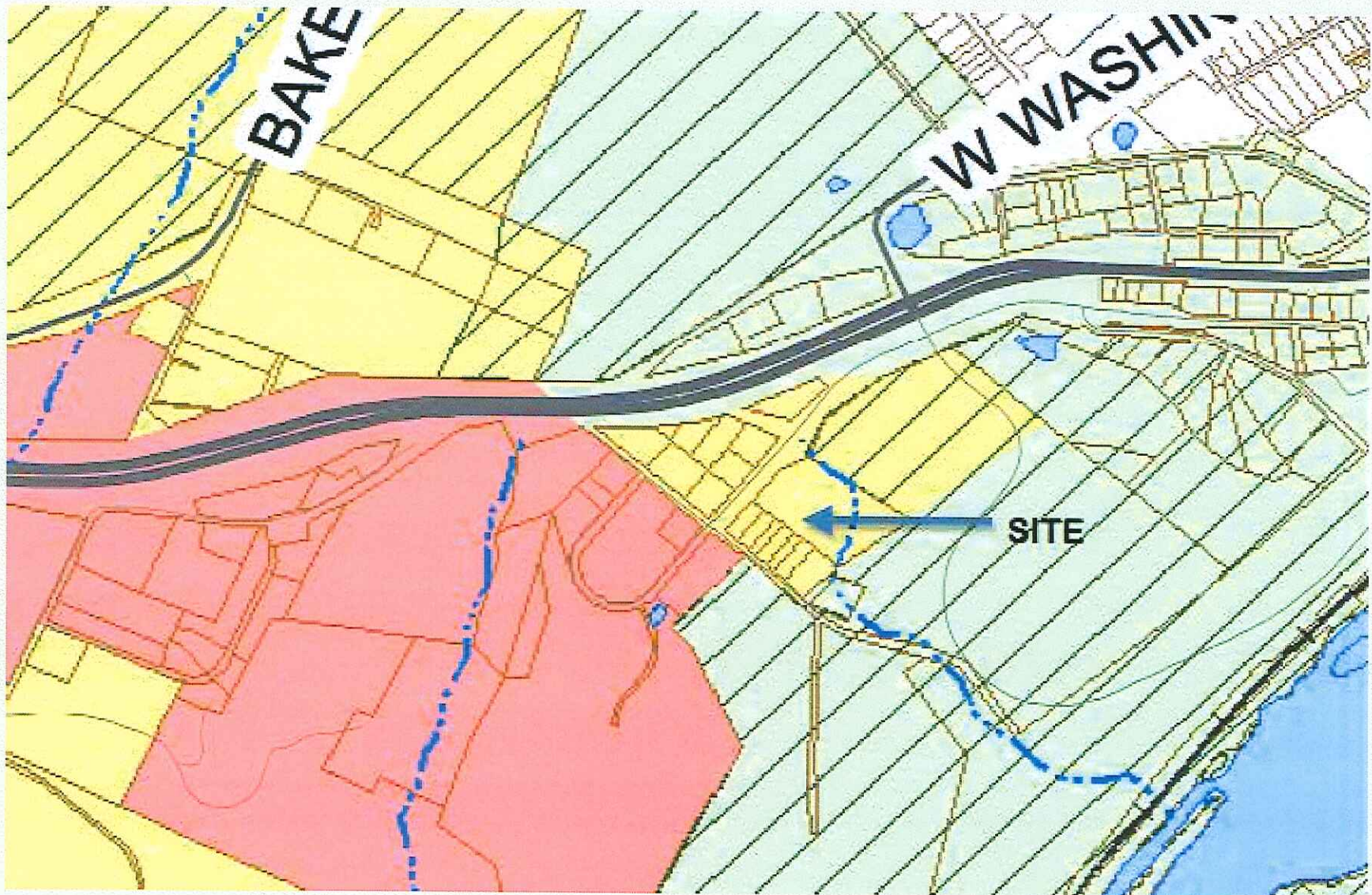
Change Zoning Classification
From

Residential Growth

to

**Residential / Light Industrial /
Commercial Zoning**

Current Zoning is Residential Growth



Allowed uses under current zoning

- Site is zoned Residential Growth
 - Principal allowed uses include
 - Single family residential
 - Town Homes
 - Apartments
 - Mobile Home Parks
 - Schools
 - Churches
 - Etc.

Why this request?

- Property is within the growth area as shown in the Comprehensive Plan
- Major changes to the area & neighborhood have occurred since the adoption of the zoning map in 1988
- The request is in conformance with the Comprehensive Plan

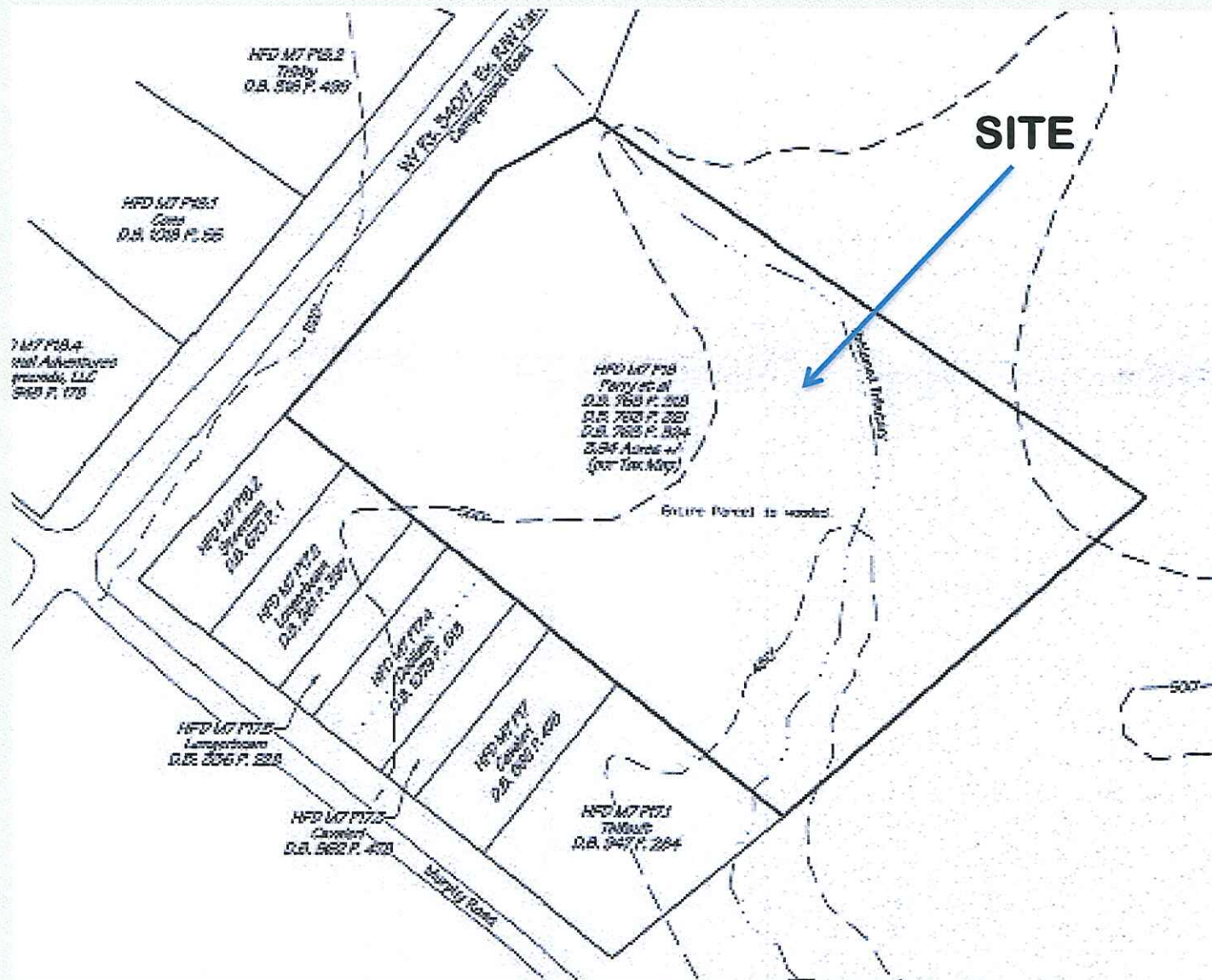
The Property



The site from Campground Road



Sketch of Property



Surrounding Uses

- Uses are mixed: residential, commercial & institutional
 - Residential, single family including firewood business at one home
 - Commercial, campground & event center, & haunted house
 - Institutional, Bolivar Pentecostal Church
 - Governmental, Harper's Ferry National Historical Park transportation hub including parking, bus maintenance & gift shop

Surrounding Uses



NW side of Campground Road



Property to SW of site



Looking East

Looking SE



Old Taylor Lane



Bolivar
Pentecostal
Church



Haunted House

Looking NW



KOA Campground & events center



Looking SW at KOA entrance

Campground map

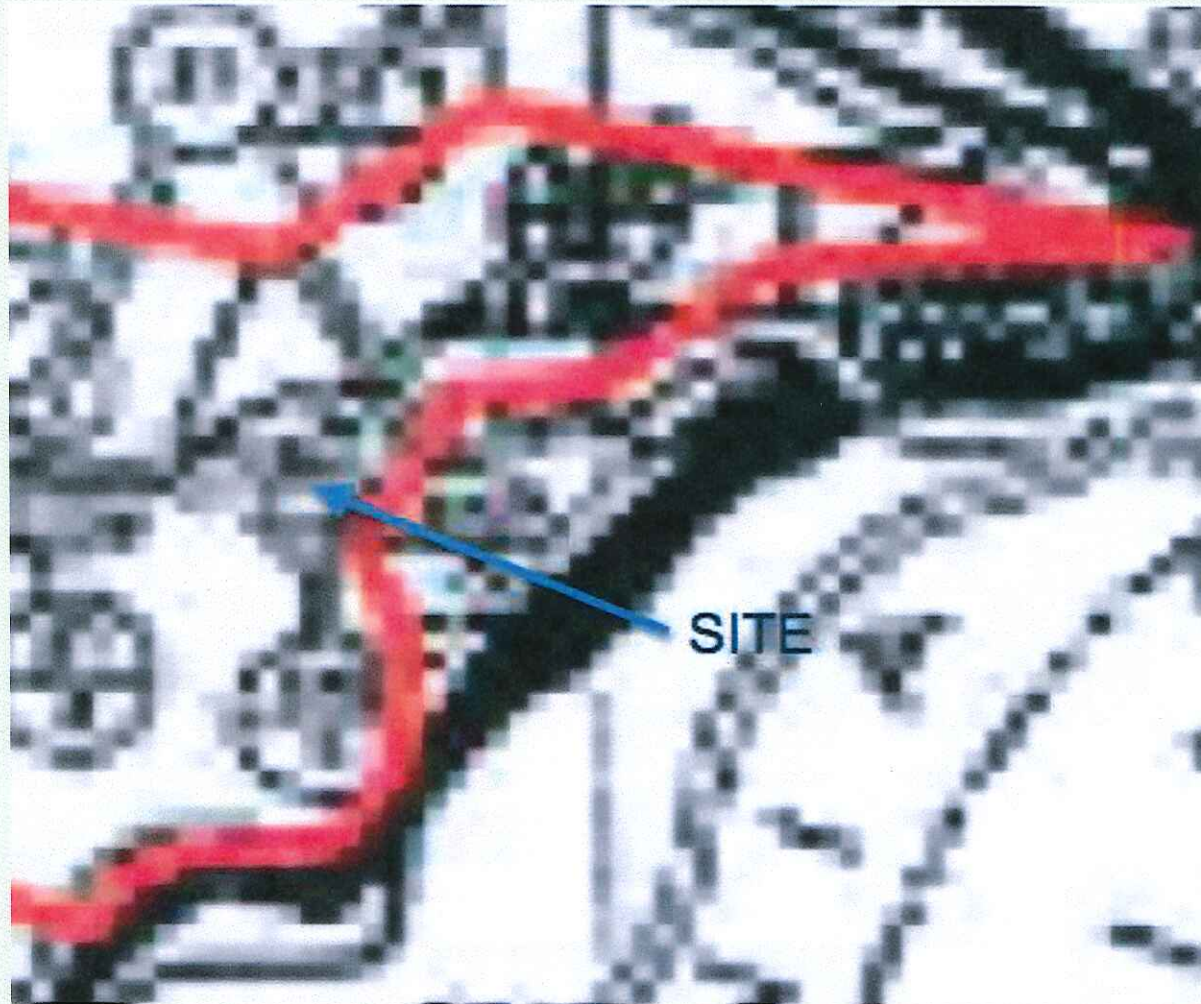


170+ RV hook ups
40+ cabins & bunkhouse
80 tent sites
Store, commercial laundromat
Swimming pool, playgrounds,
Social hall & theater used for special
& catered events

Compatibility with the Comprehensive Plan

- Plan encourages new industrial & commercial development
- Site is located within the designated growth area
- Economic growth & development is encouraged in areas with water & sewer

Within Growth Area



Changes since 1988

- Several parcels in the neighborhood have been rezoned to mixed use
- Major expansion of River Riders & Quality Inn
- Addition of Transportation Facility by NPS north of the site
- Growth in the 340 corridor includes the Customs Facility, addition of slots & table games at the Charles Town Racetrack (Hollywood Casino), Windmill Crossing, 340 Business Center, funeral home & garden center
- Public water is located 500 ft. from the site & sewer is available at the Campground Road/340 intersection

1988

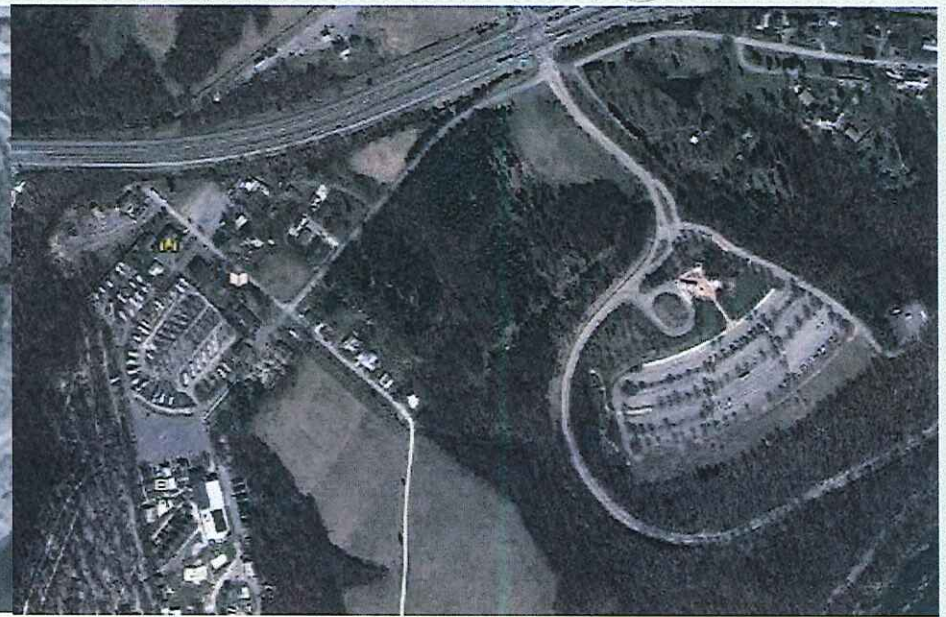
Park transportation hub was
not there



2012

Park transportation hub &
maintenance facility
completed

Major Expansion of KOA
Campground & Events
Center



Transportation changes since 1988

- Construction of NPS transportation hub limiting traffic using 340 to get to lower portion of Harper's Ferry
- Expansion of Train Station & parking reducing traffic going to Harper's Ferry Train Station
- Replacement & widening of 340 bridge over the Shenandoah
- Opening of New 9 over the mountain reducing commuter traffic that previously used 340
- Signalization of 340 & construction of frontage roads (ongoing)

Why Rezone?

Existing Zoning allows mixed high density residential however the site due to its location makes it suitable for commercial/industrial and/or residential uses.

- It is located next to a major tourist attraction, the Harper's Ferry National Historic Park's Transportation Hub
- It is located on the road leading to the KOA Campground facility, a major vacation & local events location
- It is a good location for a crafts type industry and/or shops

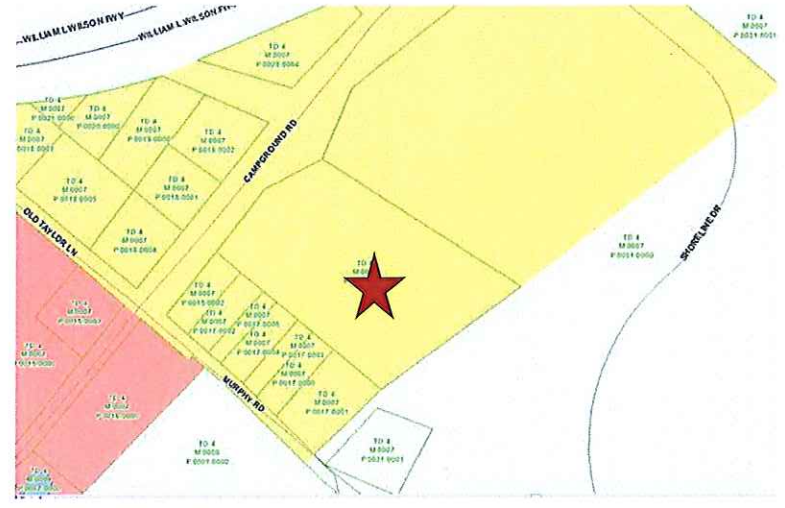
Conclusion

- Property is suitable for a mixed use (Residential/light industrial/commercial) designation
- Property is within the designated growth area
- Major changes have occurred in the vicinity since 1988 including both new development & improved roadways
- The Comprehensive Plan supports the proposed rezoning

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

Perry, Aitcheson and Adkinson Property Rezoning (#Z12-05)

Item #4: Request by Roger and Wanda Perry, Aitcheson Family Trust, and Frederica Adkinson for a zoning map amendment for property designated as Tax District Harpers Ferry, Map: 7, Parcel: 18.

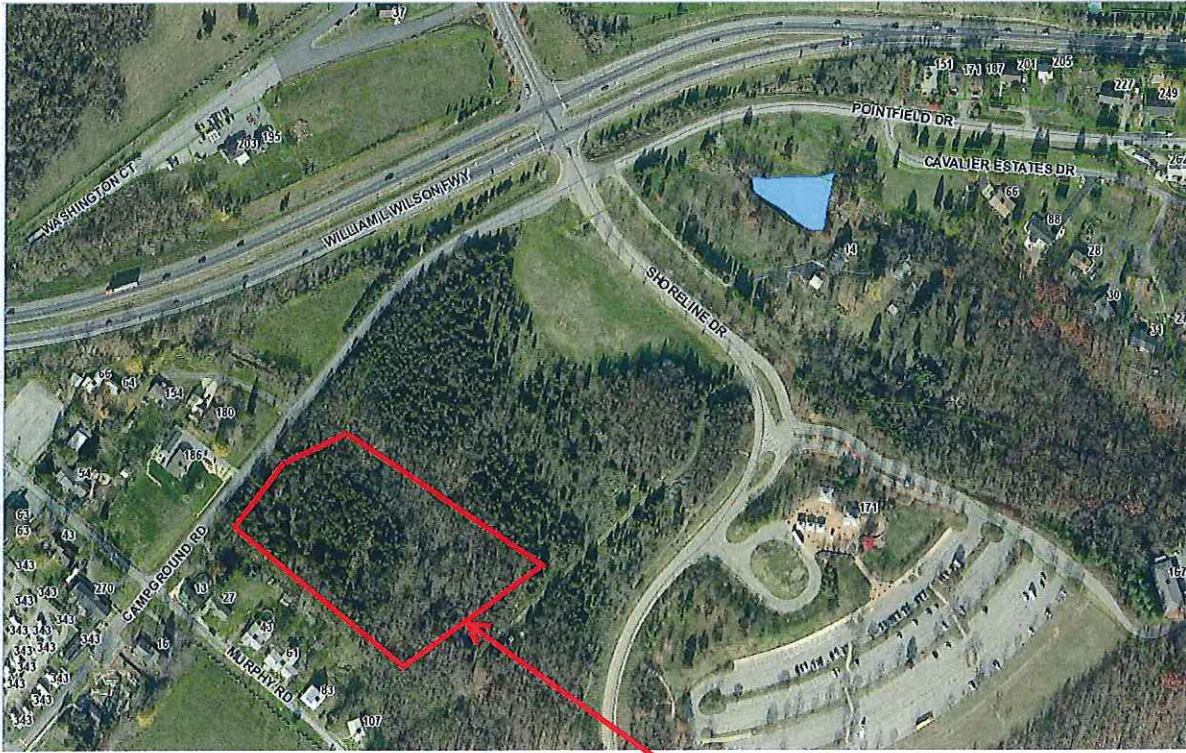
APPLICANT:	Roger and Wanda Perry, Aitcheson Family Trust, and Frederica Adkinson
OWNER:	Same as above
DEVELOPER:	Same as above
APPLICANT REPRESENTATIVE:	Annette van Hilst, R.A, The Crossroads Group
PROPERTY LOCATION:	This property is located on Campground Road (Route 340/17) just west of the Shoreline Drive/US 340 Intersection
LEGAL DESCRIPTION:	District: Harpers Ferry; Map: 7; Parcel: 18 
ZONING DISTRICT:	RG
SURROUNDING PROPERTIES:	North: RG South: R East: RG West: RG
LOT AREA:	3.94 acres
PROPOSED ACTIVITY:	To rezone this Residential Growth property to a designation of Residential-Light Industrial-Commercial.
PLANNING COMMISSION RESPONSIBILITY:	To advise the County Commission as to whether the requested Zoning Map Amendment is consistent with the 2004 Comprehensive Plan.
STAFF FINDING:	In this report, Staff presents the various factors related to this property based on the Comprehensive Plan. Staff finds the request to be consistent with the 2004 Comprehensive Plan.

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

Background

The property is a vacant lot on Campground Road, near the intersection of Washington Street/Shoreline Drive and US 340 in Harpers Ferry, WV. Image 1, is a location map showing the parcel requested for rezoning.

Image 1



Subject Parcel

Introduction and Purpose

The applicant has requested to rezone the 3.94 acre property from Residential Growth to Residential-Light Industrial-Commercial. Access to the property is from Campground Road. The zoning surrounding the subject property is:

North and west – Residential Growth

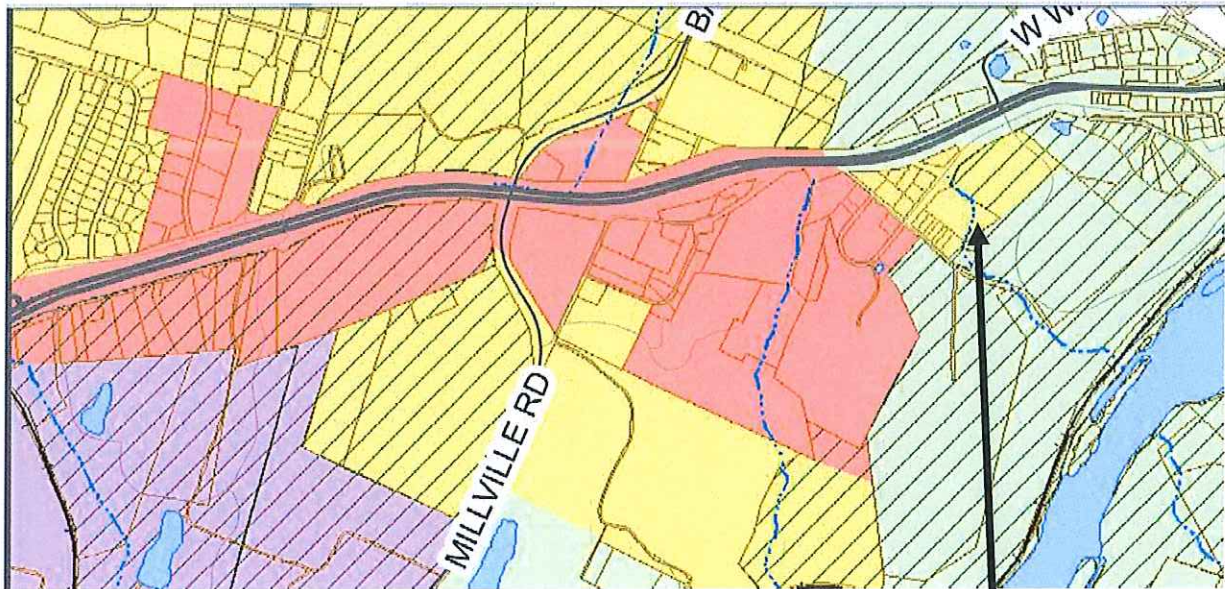
South – Rural and owned by the National Park Service

East – Residential Growth and owned by the National Park Service.

Image 2, below, shows the current zoning for surrounding parcels and for reference, Images 4 and 5, at the end of this document, show the National Park Service Property.

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

Image 2



Legend

-  Urban Growth Boundary
-  Parcels
-  Tax District Boundary
-  Public/Quasi-Public Land
-  Appalachian Trail

Zoning District

-  Incorporated Town
-  Industrial-Commercial
-  Residential-Growth
-  Residential-Light Industrial-Commercial
-  Rural
-  Village

Subject Property

The following report has been prepared to assist the Jefferson County Planning Commission and Jefferson County Commission in making findings regarding the consistency of the proposed rezoning with the 2004 Jefferson County Comprehensive Plan, in accordance with West Virginia State Code requirements.

Statutory Authority and Requirements

The West Virginia State Code, Section 12.1(a) provides that the boundaries of zoning districts may be amended by the County Commission with the advice of the Planning Commission. The County Zoning Ordinance also requires that the *"procedure for amendment [by petition] shall be as dictated in Section 8A-1-1 et seq of the West Virginia State Code as amended."* As it concerns amendments by petition, State statute provides that, *"Before amending the zoning ordinance, the governing body with the advice of the planning commission must find that the amendment is consistent with the adopted comprehensive plan."* [See **WVC 8A-7-9(c)**] This subsection of the State Code also states that, *"If the amendment is inconsistent, then the governing body with the advice of the planning commission, must find that there have been major changes of an economic, physical or social nature within the area involved, which were not anticipated when the comprehensive plan was adopted and those changes have substantially altered the basic characteristics of the area."*

Scope of this Assessment

This report focuses on whether or not the rezoning application is consistent with the Comprehensive Plan. It concludes that the request is consistent with Comprehensive Plan. This conclusion is also limited to this requested rezoning of the subject site.

The format for this assessment includes quotes from specific provisions of the Comprehensive Plan, which are identified by page number citation at the end of the sentence where it is quoted. Staff has used these notations and quotations in order to address sections of the Comprehensive Plan as it relates to the proposed rezoning. Identification of the specific page numbers where these provisions can be found in the Plan permits the Planning Commission and/or County Commission to easily locate the particular provision and personally evaluate the provision in the context of the larger Plan document. When available or appropriate, map references are provided with maps located in the Appendix to this report.

It should also be noted that the Comprehensive Plan states, *"Its recommendations are (by their nature and intent) general and, as such, sometimes conflicting. It will not be difficult to find two that individually justify and conflict with many land use proposals."* In that sense, there are many plan references that are identified in this report that can or may appear to support or fail to support a finding of consistency between the proposed rezoning and the Comprehensive Plan. In the final analysis, each member of the Planning Commission and the County Commission will need to weigh the degree to which various plan provisions are of greater or less importance, in establishing their respective findings regarding the application.

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

Finally, this report provides a Staff recommendation concerning the proposed rezoning based on review of the various plan sections and elements. The recommendations should be considered the professional opinion of staff; no more and no less. Since the Planning and Zoning staff has no statutory authority to make decisions in this regard, we defer to the Planning Commission and subsequently the County Commission for any final recommendation or decision that may be forthcoming with respect to the subject application.

Relevant Comprehensive Plan Elements and Commentary

Existing Zoning District – Residential Growth (RG):

The Comprehensive Plan notes that *"This district (Residential Growth) and the 'Residential-Light-Industrial-Commercial' Zoning District, are co-mingled and comprise a strong majority of the 'Designated Growth Area (pg 70)."* This statement acknowledges that the Residential Growth district is a growth oriented district. In addition to a broad range of urban density residential uses, the district permits day care centers, hospitals, nursing homes, and churches. This zoning district should not be considered a limited use district.

The following is an approximate number of units (density) the applicant could yield on this particular property with the existing zoning:

17 Single Family Dwelling
22 Duplex Dwelling
49 Townhomes
85 Multi-family units

Proposed Zoning District – Residential-Light Industrial-Commercial (RLIC):

The Comprehensive Plan provides the following perspective on the Residential-Light Industrial-Commercial zoning district, which the applicant is requesting:

- *"...commonly referred to as the "mixed use" zone, permits uses of a light industrial and commercial nature, as well as a spectrum of residential and institutional uses ranging from single-family dwelling units to multi-family apartments and group homes. Residential uses must conform to the standards set forth in the Residential Growth District, but industrial and commercial uses are required to conform to a set of specific performance criteria, which include numerical measurements of several factors for uses that may have nuisance effects on adjacent uses (pg 71).*

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

- *There are two issues regarding this district that should be studied as part of planned amendments to the Zoning Ordinance. First, most ordinances that have "mixed use" zones require certain minimum percentages of land usage in residential, commercial and dedicated open space. Jefferson County's Ordinance doesn't. Land in this district can be developed entirely for commercial or residential use or any combination thereof (pg 71).*

The Plan does detail some of the potential benefits of the Residential-Light Industrial-Commercial District and a number of concerns with the district. While this district is defined as mixed used, however it does not require any mixing of uses, it merely allows for the possibility. The district allows two vaguely defined uses as permitted by right, "Commercial Uses" or "Uses of light industrial." "Uses of light industrial" is essentially defined by uses that are not defined as heavy industrial and commercial uses. There is wide latitude for the ability to interpret what qualifies as light industrial use. These two terms allow for some interpretation of what they mean and what is permitted. As such, there are a variety of uses that could be proposed on the subject property, each of which could have very different impacts.

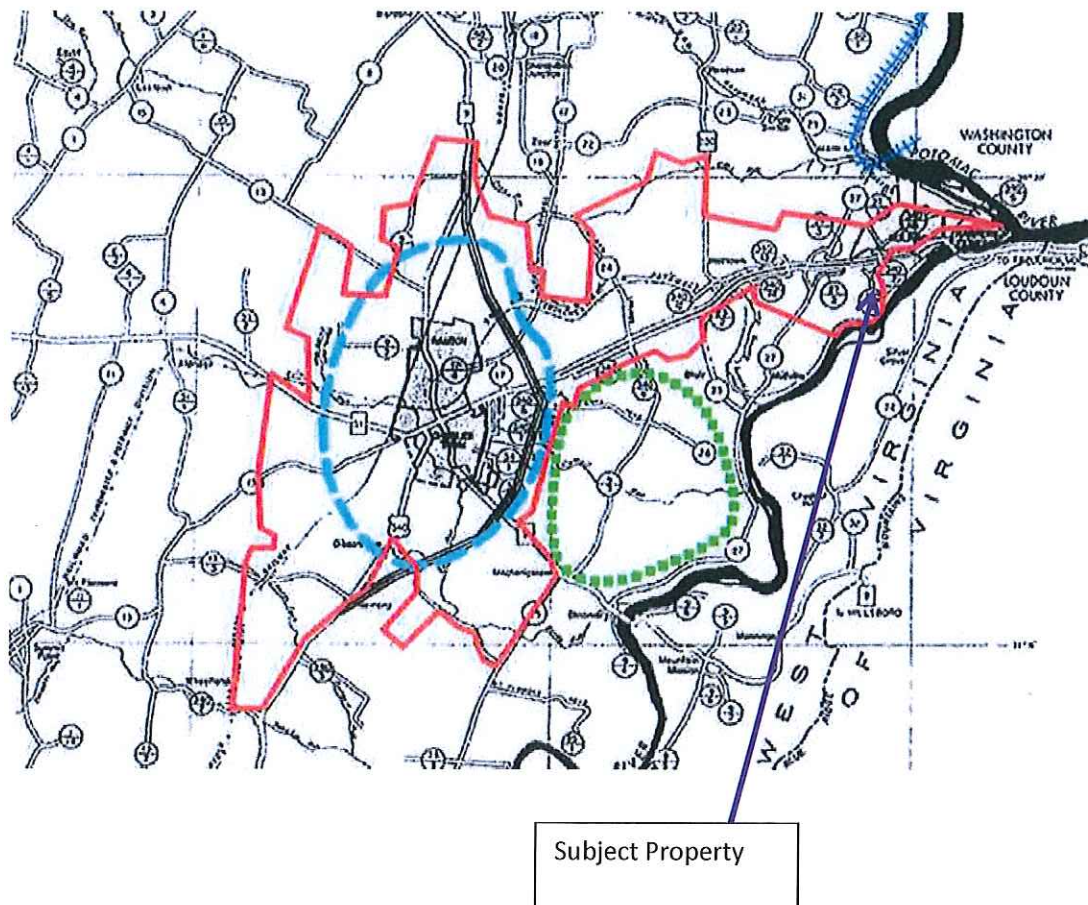
This property is large enough to support heavy commercial activity, such as a gas station, multiple fast food restaurants or a few sit down restaurants.

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

Growth Area:

The parcel is located within the area defined by the Comprehensive Plan as the “growth area,” as found on page 75 of the Plan. As the subject property is located both in the growth area and near an existing urban core of Bolivar/Harpers Ferry, the Plan supports the request (Image 3).

Image 3 – Growth Area as defined in the 2004 Comprehensive Plan



LEGEND

1. GROWTH AREA —————
2. CATTAIL CREEK STUDY - - - - -
3. CT/R STUDY - - - - -
4. SHEPHERDSTOWN STUDY - - - - -
5. PACK HORSE FORD STUDY + + + + +

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

Transportation Impacts:

The Comprehensive Plan discusses the critical role of the transportation routes, noting:

- *"With the increase in population in the last three decades, Jefferson County's roads have had to bear the combined burden of increased traffic volume and heavier commercial vehicles. As a result, the deficiencies of the highway and road systems have become more critical. Inadequate funding and increases in transportation demand are conditions which probably will be facing the people of Jefferson County indefinitely (pg. 26)."*

As many people are aware, the fact that inadequate funding and increased transportation demands are conditions the County is likely to continue to face indefinitely is ominous. The staff acknowledges that there is an existing bottleneck along US 340, which is a major transportation route through the County.

The property proposed to be rezoned is located near a major intersection that is signalized. As it relates to this request, the transportation infrastructure in this location could permit the development of the property. Further, if there were needed roadway improvements in the future, the right-of-way along US 340 and Shoreline Drive are wide enough to accommodate necessary improvements.

Water and Sewer Proximity:

The lot could be served by water and sewer as those utilities are within the vicinity. However, neither Harpers Ferry or Bolivar has committed to serving this site. The Comprehensive Plan encourages urban level development to be on a central water and sewer system, whether public or privately owned. Therefore, the requested rezoning would conform to this aspect of the 2004 Comprehensive Plan and its growth plan.

Development Implications:

The "...plan encourages new development patterns that foster mixed-use neighborhoods, so that a sense of community begins at the subdivision level (pg. 8)." The plan further "...recommends that Jefferson County's natural features, particularly stream valleys, be conserved as green space and that significant natural features be afforded protection as development proceeds (pg. 8) and "...an increasing number of tracts are developed for residential, commercial or industrial uses, existing unprotected historic resources become endangered. (pgs. 55-56)."

Staff concurs with the need for mixed development to provide for a variety of uses when possible. However, on smaller lots, the mixing of uses becomes more difficult. This

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

location functions as a "gateway" to the County, the state and the Harpers Ferry National Historic Park. The lot is adjacent to the National Park Service and does have intrinsic historical value due to its proximity to the National Park. This rezoning is in the Congressionally recognized National Heritage Area of the Journey Through Hallowed Ground. This lot is also adjacent to suburban residential development.

Staff recommends that any future development in the 340 Corridor be compatible with the historic character of the area and provide landscaping and vegetative screening along US 340 to protect the scenic views, while providing economic opportunities in the County.

Natural Resources, Historic Resources and National Park Service Property

This report would not be complete, if it did not acknowledge the implications on the natural, environmental and historical resources that are addressed in further detail below. The 2004 Plan notes the significance of these elements, particularly along the US 340 Corridor. As the Planning and County Commissions determine the merits of this rezoning, the impact on the surrounding natural, environmental and historical resource elements could be a consideration for finding this rezoning request not consistent with the 2004 Comprehensive Plan.

Natural Resources:

As a broad outline the Comprehensive Plan notes that:

- *"In terms of environmental resources, Jefferson County suffers from an embarrassment of riches. If we are not careful, we could squander these resources. Effective planning is essential to preserving these resources for use and enjoyment of future generations (pg. 48)." Additionally the plan notes "Caves, scenic vistas, wildlife corridors and cliff areas are just several examples of additional forms of natural resources that contribute to the environmental and cultural mix that is Jefferson County. The topography, geology, hydrology, and biological diversity of the environment is one of the hallmarks that makes Jefferson County the beautiful environment that it is. Unfortunately, not every form of natural resource can be discussed in detail within the context of a Comprehensive Plan. The protection of scenic vistas has been the subject of public comment during this process. The County should identify the protection of scenic vistas as an issue to address, this is best done through the adoption of standards within the ordinances, so that all parties are aware of their rights and responsibilities in this regard (pg. 52)."*

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

This vision for the document illustrates that the historic and scenic viewsheds of Jefferson County are threatened by the rate of growth occurring within the County. The intent is to shape growth in a manner that preserves these important features, while allowing for growth where appropriate. As a means of achieving balance, Staff suggests that any development of this lot should consider additional landscaping to promote a campus like feel to any development that does occur in that location.

Historic Resources:

In addition to the natural resources of the community, the 2004 Plan discusses the County's historic resources in depth. It is summarized below, but its totality should be an element of consideration to this rezoning request:

- *Jefferson County is an area rich in historical and archaeological interest. It has arguably been referred to as the most historic rural county in America. As part of our country's first western frontier, it was settled by Europeans before 1720 and was inhabited by Native Americans for several thousand years before.*
- *Surveyed by a young George Washington and host to seven Washington family homes*
- *The site of the John Brown Insurrection*
- *County's place at one of the crossroads of the Civil War forever links it to many of the important events that occurred during our Nation's greatest test of endurance.*
- *Given its size and population, Jefferson County has been fortunate in the amount of historic preservation projects that have been implemented around the County. From Harpers Ferry National Historical Park to the historic districts of Shepherdstown and Middleway, Jefferson Countians can be proud of the number of historic resources that have been preserved here.*
- *History tourism is a significant element of Jefferson County's economy. Harpers Ferry, the Appalachian Trail, Shepherdstown, Antietam and the C&O Canal all serve to draw visitors to the County and surrounding area.*
- *Regardless of the successes of the past, as an increasing number of tracts are developed for residential, commercial or industrial uses, existing unprotected historic resources become endangered. Existing processes should be evaluated for their ability to address this growing issue (pgs. 55-56)."*

Historic and natural features are given a significant priority in the 2004 Comprehensive Plan. This section of the Plan underscores the importance of heritage tourism to the economy and notes the cultural and scenic features that drive locally based tourism's

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

economic engine. The text substantially supports the need to protect the “scenic vistas” both in this Plan and in the 1994 Comprehensive Plan.

It is important to note that recreational tourism, heritage tourism, scenic tourism and eco-tourism are part of Jefferson County’s pro-business and pro-economic development ventures. The subject property is an element of a historic battlefield as shown on Image 5. As such, any future development of the property should consider building designs that are sensitive to the historic nature of this area.

Implications of National Park Service Property:

Since 2004, there have been several acquisitions by the National Park Service surrounding this property that were not anticipated in 2004. While there have been major changes to the US Route 340 Corridor area that were not anticipated when the Comprehensive Plan was written, particularly the acquisition of property by the National Park Service (NPS), this specific location was surrounded by the National Park Service when the 2004 Comprehensive Plan was adopted.

Staff Recommendation

While this area of the County contains significant historic and scenic resources and serves as an important gateway to the state, Staff finds the proposed rezoning to be consistent with the 2004 Comprehensive Plan. With suburban level development directly to the north and west, urban level water and sewer services are potentially available for the property and a signalized intersection, the requested rezoning is reasonable. The subject parcel is within the identified growth areas as defined in the 2004 Plan. While the Comprehensive Plan notes the following should be considered in a study of the US 340 Corridor, these elements should also be carefully considered during the review of any development that occurs on this lot. Further, there has been significant support of the following elements for future development in this area.

“Buffers, landscaping requirements, traffic and access design, sign regulation and aesthetic highway improvements are all examples of issues that could be discussed as part of this study (pg. 72).”

If the Planning Commission were to find the request not in conformance with the 2004 Comprehensive Plan, the existing zoning, the historical, natural and cultural resources could be cited as the most important elements of the 2004 Plan for the protection of the scenic gateway into both Jefferson County and that the State of West Virginia. The existing zoning, as noted on page 5, does clearly permit urban level density development on this property. The historical, natural and cultural resources are discussed on pages 8-10 of this report.

Staff Report
Jefferson County Planning Commission Meeting
December 11, 2012

Image 4

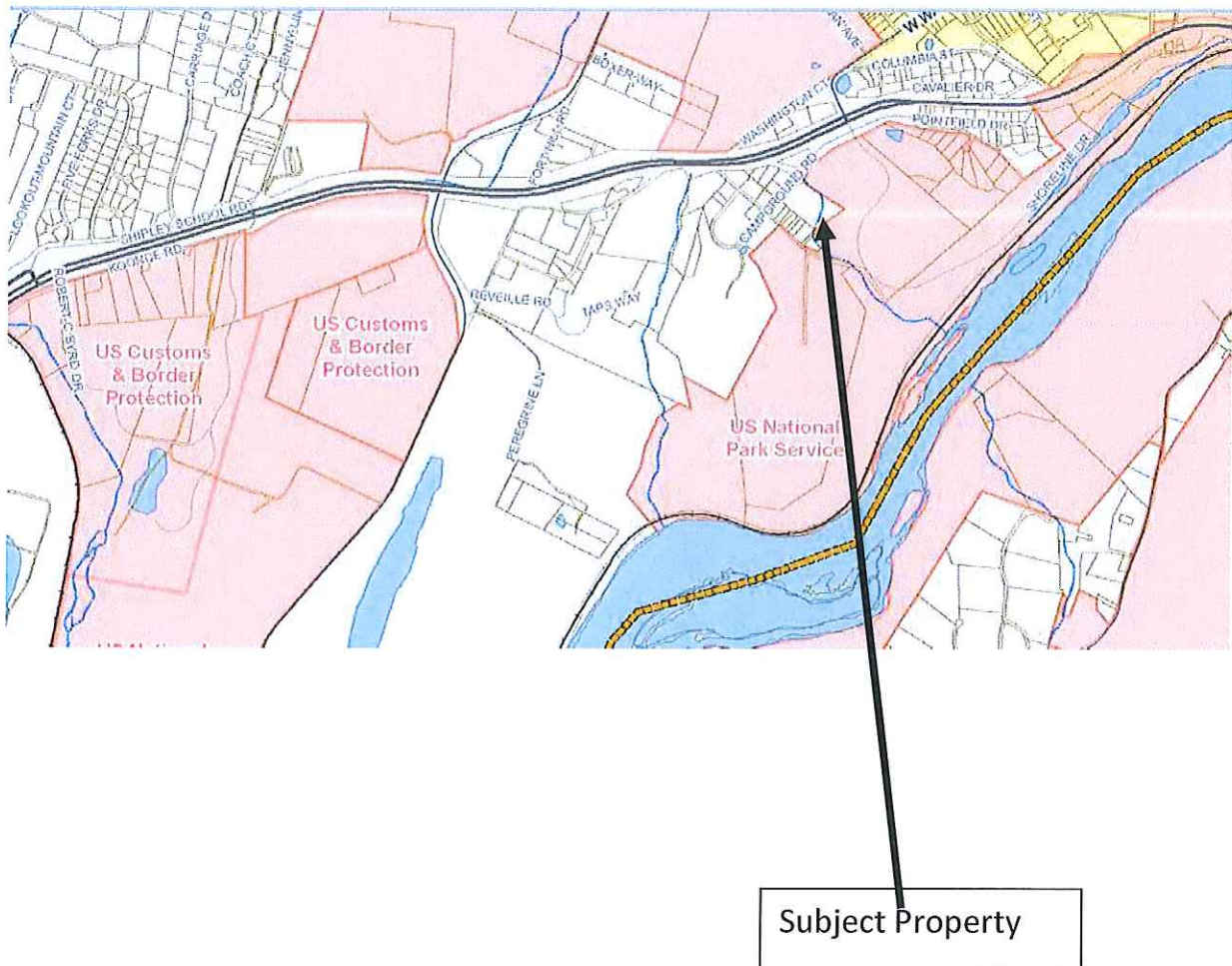
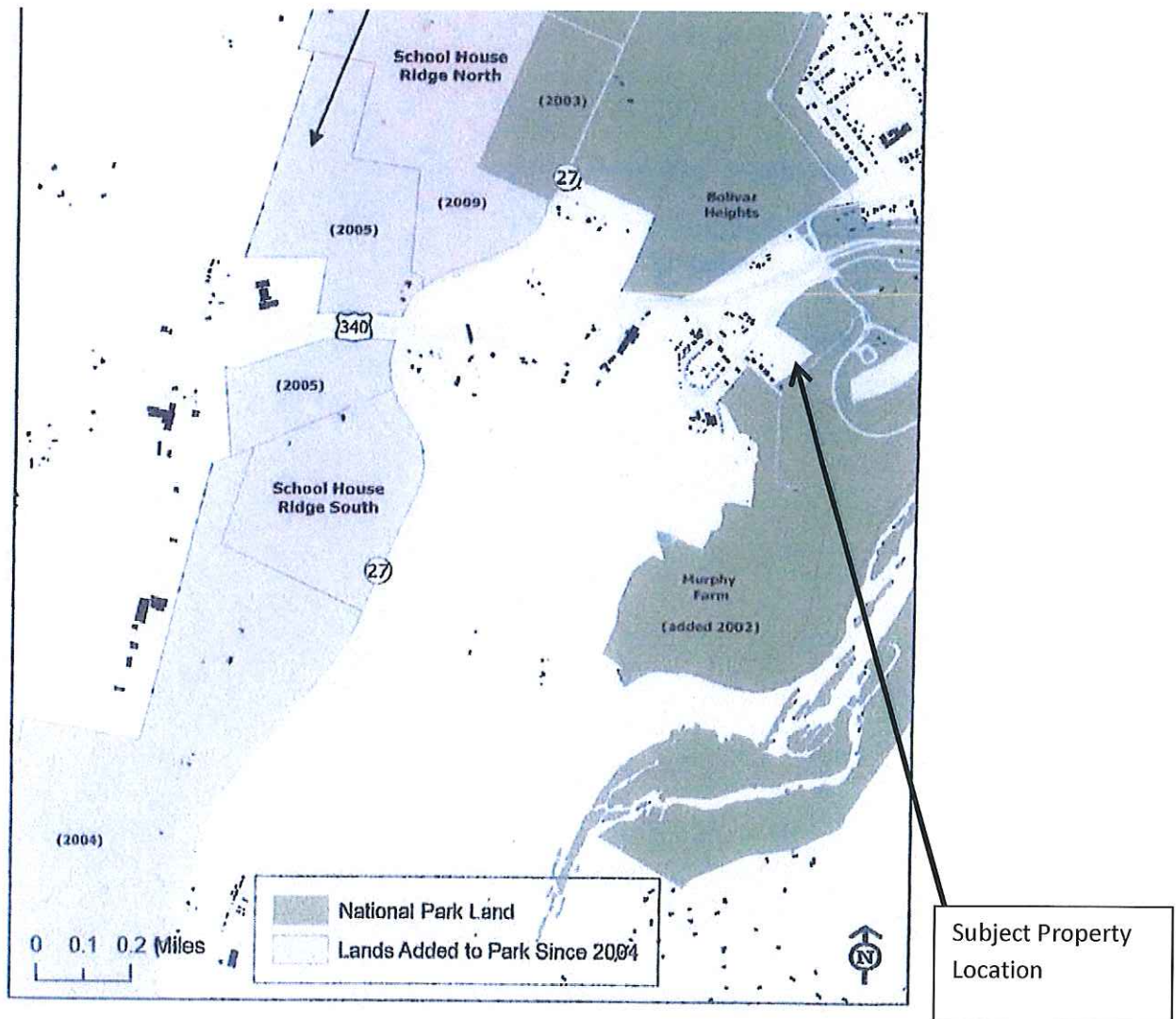


Image 5

Growth of Harpers Ferry NHP



**NOTICE
Board of Review and
Equalization**

The County Commission of Jefferson County will convene as a Board of Review and Equalization in the County Commission Courtroom at the Courthouse of said County, 100 E. Washington Street, Charles Town, WV on Wednesday, January 30, 2013, at 1:30 p.m., for the purpose of reviewing and equalizing assessments returned by the Assessor of Jefferson County for the tax year 2013.

The Commission will continue to sit as a Board of Review and Equalization on Tuesday, February 5, 2013, at 1:30 p.m., Thursday, February 7, 2013, at 1:30 p.m., Tuesday, February 12, 2013, at 1:30 p.m., and thereafter as deemed necessary.

Persons wishing to appear before the Commission should apply to the Assessor no later than Friday, February 8, 2013, at noon, in order to complete the proper forms and to schedule a hearing date prior to the planned final date of Tuesday, February 19, 2013.

Given under my hand this 3rd day of January, 2013.

JENNIFER MAGHAN, COUNTY CLERK
JEFFERSON COUNTY COMMISSION



Potomac Valley Audubon Society

www.potomacaudubon.org

P.O. Box 578
Shepherdstown WV 25443

Board of Directors:

Robert Reynolds,
President

Peter Smith,
Immediate Past President

Gary Heichel,
Vice President

Mina Goodrich,
Secretary

Lex Miller,
Treasurer

Donald E. Briggs

Clark Dixon

Leigh Jenkins

Heather McSharry

Sandy Sagalkin

Lou Scavnick

Kathy Stolzenburg

Jane Vanderhook

Board Member Emerita:

Jean Neely

Staff:

Kristin Alexander,
Executive Director

Ellen Murphy,
Program Director

January 18, 2013

Hon. Dale Manuel
President
Jefferson County Commission
Charles Town, WV 25414

Dear Mr. Manuel:

This letter is in response to the Commission's hearing concerning a request for rezoning by Jefferson Asphalt Products, Inc. for their property in Jefferson County. It is our understanding that the matter will be decided in late January.

The Potomac Valley Audubon Society, founded in 1982, is a chapter of the National Audubon Society and a nonprofit organization operating in Jefferson County (as well as Morgan, and Berkeley counties in West Virginia and Washington County Maryland.) We have over 600 members in this region, including some living in the affected area.

We have some serious concerns regarding the impact of any zoning change on the sensitive natural areas in the vicinity of this property. To that end, we would like to bring some of them to the attention of the Commission as they make their deliberations in this matter.

First and foremost is the effect of development in the area on the Altona Marsh. This valuable wetland area is one of the few marl marshes in the State. Moreover, there is a conservation easement held by The Nature Conservancy that protects it, but not its watershed. It is, therefore, the responsibility of the County to exercise the kind of careful stewardship necessary for the marsh's continuing healthy ecosystem.

In 1988, the Natural Heritage Program of the West Virginia Department of Natural Resources had this to say about Altona Marsh:

"Altona Marsh is the best known marl marsh in the Southern Appalachians."

The report went on to list the rare plants that exist in the Marsh and for which strict protection is required. Further, it is home to a variety of species of birds, mammals, amphibians, and invertebrates, some of which are unique for the state. During migration, many species of waterfowl find rest and food there. The diversity of life found there is unique, and the marsh provides critical conditions for each to occur.

RECEIVED

JAN 22 2013

Jefferson County Commission

*A proud partner of the United Way of the Eastern Panhandle
and the Combined Federal Campaign (#29061).*



Page 2

To place the Altona Marsh and other neighboring wetlands at risk by disturbance of the land within its watershed would be deleterious to them. We believe, therefore, considering a change in zoning to permit development would be a step to be made very cautiously by the Commission.

To that end, we urge you and your colleagues to weigh the matters we have raised in this letter and to act in the best interest of our valuable natural areas in Jefferson County. We believe it is a decision with the potential for long-range and permanent consequences.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kristin Alexander".

Kristin Alexander
Executive Director

(For the Board of Directors)

CC: Jefferson County Planning Director
The Nature Conservancy, Elkins, WV
WV Division of Natural Resources, Elkins, WV

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

Week Ending Date	Week Ending January 12, 2013
To be Deposited on:	January 18, 2013
Amount Played	58,902,831.02
Amount Won	52,881,269.32
Amount Promo	182,666.00
MWAP Contribution	<u>3,675.20</u>
Adjusted Gross Terminal Revenue	<u>5,835,220.50</u>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	<u>233,408.82</u>
Net Terminal Revenue	<u>5,601,811.68</u>
Surcharge @ 10%	560,181.18
State Share Excess @ 58%	324,905.08
Track Share of Capital Reinvestment @ 42%	<u>235,276.10</u>
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	<i>225865.06</i>
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	<i>9411.04</i>
Adjusted Net Terminal Revenue	<u>5,041,630.50</u>
Racetrack @ 46.50% / 42%	2,117,484.81
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	2,067,068.53
Race Track Purses @ 7% / 14% / 8%	403,330.44
Workers' Compensation Debt Reduction @ 7% / 0%	0.00
Employee Pension Fund @ 1% / .5%	25,208.15
Greyhound Development @ .75%	37,812.23
Thoroughbred Development @ .75%	37,812.23
Racing Commission @ 1%	50,416.30
County/Municipality @ 2%	100,832.60
3% Funds:	
Tourism Promotion Fund @ 1.375%	69,322.42
Development Office Promotion Fund @ .375%	18,906.11
Research Challenge Fund @ .5%	25,208.15
Capitol Renovation and Improvement Fund @ .6875%	34,661.21
2004 Capitol Complex Parking Garage Fund @ .0625%	3,151.02
1% Funds:	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	25,208.15
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>25,208.15</u>
	<u>5,041,630.50</u>

WEST VIRGINIA LOTTERY

First Benchmark

Charles Town

County / City Split

Fiscal Year 2013

Charles Town
 1999 Net Terminal Revenue \$ 45,603,174
 Benchmark Goal @ 2% \$ 912,063.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 8.19%	CHARLES TOWN 41.20%	HARPERS FERRY 2.24%	RANSON 34.78%	SHEPHERDS TOWN 13.59%
Week Ending:								
07/07/12	\$ 161,637.92	\$ 161,637.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/14/12	\$ 129,458.04	\$ 129,458.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/21/12	\$ 130,037.00	\$ 130,037.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/28/12	\$ 137,164.44	\$ 137,164.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/04/12	\$ 132,931.16	\$ 132,931.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/11/12	\$ 134,212.88	\$ 134,212.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/18/12	\$ 133,861.76	\$ 110,241.90	\$ 23,619.86	\$ 1,934.47	\$ 9,731.38	\$ 529.08	\$ 8,214.99	\$ 3,209.94
08/25/12	\$ 132,419.80	\$ 66,209.90	\$ 66,209.90	\$ 5,422.59	\$ 27,278.48	\$ 1,483.10	\$ 23,027.80	\$ 8,997.93
09/01/12	\$ 134,266.84	\$ 67,133.42	\$ 67,133.42	\$ 5,498.23	\$ 27,658.97	\$ 1,503.79	\$ 23,349.00	\$ 9,123.43
09/08/12	\$ 148,058.80	\$ 74,029.40	\$ 74,029.40	\$ 6,063.01	\$ 30,500.11	\$ 1,658.26	\$ 25,747.42	\$ 10,060.60
09/15/12	\$ 123,676.08	\$ 61,838.04	\$ 61,838.04	\$ 5,064.54	\$ 25,477.27	\$ 1,385.17	\$ 21,507.27	\$ 8,403.79
09/22/12	\$ 113,993.80	\$ 56,996.90	\$ 56,996.90	\$ 4,668.05	\$ 23,482.72	\$ 1,276.73	\$ 19,823.52	\$ 7,745.88
09/29/12	\$ 123,222.80	\$ 61,611.40	\$ 61,611.40	\$ 5,045.97	\$ 25,383.90	\$ 1,380.10	\$ 21,428.44	\$ 8,372.99
10/06/12	\$ 125,430.40	\$ 62,715.20	\$ 62,715.20	\$ 5,136.37	\$ 25,838.66	\$ 1,404.82	\$ 21,812.35	\$ 8,523.00
10/13/12	\$ 121,420.36	\$ 60,710.18	\$ 60,710.18	\$ 4,972.17	\$ 25,012.59	\$ 1,359.91	\$ 21,115.00	\$ 8,250.51
10/20/12	\$ 124,666.16	\$ 62,333.08	\$ 62,333.08	\$ 5,105.08	\$ 25,681.23	\$ 1,396.26	\$ 21,679.44	\$ 8,471.07
10/27/12	\$ 116,147.08	\$ 58,073.54	\$ 58,073.54	\$ 4,756.22	\$ 23,926.30	\$ 1,300.85	\$ 20,197.98	\$ 7,892.19
11/03/12	\$ 113,090.60	\$ 56,545.30	\$ 56,545.30	\$ 4,631.06	\$ 23,296.66	\$ 1,266.61	\$ 19,666.46	\$ 7,684.51
11/10/12	\$ 112,221.92	\$ 56,110.96	\$ 56,110.96	\$ 4,595.49	\$ 23,117.72	\$ 1,256.88	\$ 19,515.39	\$ 7,625.48
11/17/12	\$ 114,864.72	\$ 57,432.36	\$ 57,432.36	\$ 4,703.71	\$ 23,662.13	\$ 1,286.49	\$ 19,974.97	\$ 7,805.06
11/24/12	\$ 131,777.72	\$ 65,888.88	\$ 65,888.88	\$ 5,396.30	\$ 27,146.21	\$ 1,475.91	\$ 22,916.14	\$ 8,954.30
12/01/12	\$ 100,486.68	\$ 50,243.34	\$ 50,243.34	\$ 4,114.93	\$ 20,700.26	\$ 1,125.45	\$ 17,474.63	\$ 6,828.07
12/08/12	\$ 101,541.92	\$ 50,770.96	\$ 50,770.96	\$ 4,158.14	\$ 20,917.64	\$ 1,137.27	\$ 17,658.14	\$ 6,899.77
12/15/12	\$ 94,044.76	\$ 47,022.38	\$ 47,022.38	\$ 3,851.13	\$ 19,373.22	\$ 1,053.30	\$ 16,354.39	\$ 6,390.34
12/22/12	\$ 93,677.92	\$ 46,838.96	\$ 46,838.96	\$ 3,836.11	\$ 19,297.65	\$ 1,049.19	\$ 16,290.59	\$ 6,365.42
12/29/12	\$ 119,394.44	\$ 59,697.22	\$ 59,697.22	\$ 4,889.20	\$ 24,595.26	\$ 1,337.22	\$ 20,762.69	\$ 8,112.85
01/05/13	\$ 143,347.04	\$ 71,673.52	\$ 71,673.52	\$ 5,870.06	\$ 29,529.49	\$ 1,605.49	\$ 24,928.05	\$ 9,740.43
01/12/13	\$ 100,832.60	\$ 50,416.30	\$ 50,416.30	\$ 4,129.09	\$ 20,771.52	\$ 1,129.33	\$ 17,534.79	\$ 6,851.57
Subtotal	\$ 3,447,885.64	\$ 2,179,974.56	\$ 1,267,911.08	\$ 103,841.92	\$ 522,379.37	\$ 28,401.21	\$ 440,979.45	\$ 172,309.13

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

VIDEO LOTTERY REPORT

FY 2009		FY 2010		FY 2011		FY 2012		FY 2013	
Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
7/5/2008 *	169,912.56	7/4/2009 *	128,262.42	07/03/2010	115,402.58	7/1-2/2011	69,824.12	07/07/2012	161,637.92
07/12/2008	176,592.38	07/11/2009	168,815.08	07/10/2010	205,731.64	07/09/2011	171,717.28	07/14/2012	129,458.04
07/19/2008	160,344.08	07/18/2009	160,652.98	07/17/2010	161,386.76	07/16/2011	143,019.52	07/21/2012	130,037.00
07/26/2008	162,982.74	07/25/2009	158,869.08	07/24/2010	160,368.28	07/23/2011	146,508.00	07/28/2012	137,164.44
08/02/2008	178,171.04	08/01/2009	174,493.08	07/31/2010	157,802.08	07/30/2011	144,510.28	08/04/2012	132,931.16
08/09/2008	123,538.04	08/08/2009	138,408.80	08/07/2010	136,494.98	08/06/2011	151,495.28	08/11/2012	134,212.88
08/16/2008	82,482.89	08/15/2009	81,222.14	08/14/2010	78,376.68	08/13/2011	117,350.38	08/18/2012	110,241.90
08/23/2008	76,426.18	08/22/2009	76,260.31	08/21/2010	76,199.02	08/20/2011	71,614.12	08/25/2012	66,209.90
08/30/2008	89,459.86	08/29/2009	80,472.92	08/28/2010	72,460.03	08/27/2011	63,432.14	09/01/2012	67,133.42
09/06/2008	91,644.46	09/05/2009	80,798.15	09/04/2010	76,362.84	09/03/2011	80,837.76	09/08/2012	74,029.40
09/13/2008	79,729.93	09/12/2009	86,286.92	09/11/2010	82,969.36	09/10/2011	84,845.80	09/15/2012	61,838.04
09/20/2008	71,269.36	09/19/2009	70,010.15	09/18/2010	67,638.78	09/17/2011	66,748.62	09/22/2012	56,996.90
09/27/2008	79,735.73	09/26/2009	69,316.87	09/25/2010	70,435.06	09/24/2011	68,929.80	09/29/2012	61,611.40
10/04/2008	75,186.22	10/03/2009	72,286.04	10/02/2010	71,013.86	10/01/2011	68,871.64	10/06/2012	62,715.20
10/11/2008	77,139.04	10/10/2009	69,650.63	10/09/2010	69,311.50	10/08/2011	70,866.90	10/13/2012	60,710.18
10/18/2008	80,668.26	10/17/2009	73,560.21	10/16/2010	75,234.62	10/15/2011	75,262.66	10/20/2012	62,333.08
10/25/2008	64,379.44	10/24/2009	67,581.66	10/23/2010	70,290.80	10/22/2011	68,757.72	10/27/2012	58,073.54
11/01/2008	68,352.42	10/31/2009	64,528.30	10/30/2010	65,615.04	10/29/2011	60,507.98	11/03/2012	56,545.30
11/08/2008	70,823.02	11/07/2009	63,741.59	11/06/2010	61,337.62	11/05/2011	70,673.88	11/10/2012	56,110.96
11/15/2008	65,565.50	11/14/2009	65,959.64	11/13/2010	64,595.28	11/12/2011	67,627.10	11/17/2012	57,432.36
11/22/2008	63,883.80	11/21/2009	59,547.05	11/20/2010	56,010.08	11/19/2011	60,690.60	11/24/2012	65,888.86
11/29/2008	69,850.12	11/28/2009	72,399.98	11/27/2010	71,170.90	11/26/2011	74,140.54	12/01/2012	50,243.34
12/06/2008	55,696.68	12/05/2009	51,006.51	12/04/2010	53,215.08	12/03/2011	59,429.94	12/08/2012	50,770.96
12/13/2008	60,178.04	12/12/2009	52,460.58	12/11/2010	46,944.00	12/10/2011	51,395.44	12/15/2012	47,022.38
12/20/2008	52,189.19	12/19/2009	32,834.39	12/18/2010	42,076.76	12/17/2011	55,981.32	12/22/2012	46,838.96
12/27/2008	72,205.91	12/26/2009	53,406.34	12/25/2010	50,450.28	12/24/2011	54,248.62	12/29/2012	59,697.22
01/03/2009	96,504.65	01/02/2010	92,980.40	01/01/2011	85,152.12	12/31/2011	94,661.00	01/05/2013	71,673.52
01/10/2009	53,286.62	01/09/2010	55,020.46	01/08/2011	54,301.30	01/07/2012	74,863.40	01/12/2013	50,416.30

01/17/2009	56,068.87	01/16/2010	60,551.28	01/15/2011	54,005.90	01/14/2012	58,901.92
01/24/2009	71,474.63	01/23/2010	69,943.53	01/22/2011	60,924.74	01/21/2012	61,819.92
01/31/2009	61,089.80	01/30/2010	48,527.75	01/29/2011	48,036.94	01/28/2012	62,898.78
02/07/2009	83,539.63	02/06/2010	37,155.14	02/05/2011	60,777.44	02/04/2012	72,154.66
02/14/2009	76,054.44	02/13/2010	44,334.00	02/12/2011	67,471.84	02/11/2012	66,429.04
02/21/2009	91,838.41	02/20/2010	76,946.12	02/19/2011	72,018.54	02/18/2012	77,455.88
02/28/2009	80,806.88	02/27/2010	72,024.40	02/26/2011	75,544.02	02/25/2012	77,611.78
03/07/2009	48,837.13	03/06/2010	76,936.85	03/05/2011	74,535.34	03/03/2012	75,963.86
03/14/2009	96,025.39	03/13/2010	71,007.37	03/12/2011	66,979.48	03/10/2012	76,808.62
03/21/2009	79,002.82	03/20/2010	74,335.38	03/19/2011	73,113.26	03/17/2012	76,883.92
03/28/2009	79,250.83	03/27/2010	69,941.88	03/26/2011	68,490.80	03/24/2012	72,108.36
04/04/2009	75,968.30	04/03/2010	70,636.28	04/02/2011	70,846.58	03/31/2012	74,244.22
04/11/2009	75,964.94	04/10/2010	69,692.79	04/09/2011	67,076.78	04/07/2012	75,382.98
04/18/2009	80,598.22	04/17/2010	69,335.92	04/16/2011	64,698.56	04/14/2012	71,065.34
04/25/2009	75,571.46	04/24/2010	68,714.11	04/23/2011	67,674.14	04/21/2012	68,055.08
05/02/2009	73,957.05	05/01/2010	68,799.06	04/30/2011	66,807.50	04/28/2012	72,880.66
05/09/2009	76,697.22	05/08/2010	67,403.54	05/07/2011	66,379.74	05/05/2012	71,582.30
05/16/2009	71,925.70	05/15/2010	70,186.32	05/14/2011	66,699.76	05/12/2012	63,357.92
05/23/2009	81,395.43	05/22/2010	64,695.71	05/21/2011	63,210.44	05/19/2012	78,984.36
05/30/2009	82,161.55	05/29/2010	67,157.40	05/28/2011	64,724.06	05/26/2012	67,396.24
06/06/2009	74,895.74	06/05/2010	77,371.80	06/04/2011	74,952.34	06/02/2012	76,959.44
06/13/2009	67,327.23	06/12/2010	66,106.29	06/11/2011	62,203.12	06/09/2012	63,584.86
06/20/2009	75,500.53	06/19/2010	64,888.48	06/18/2011	61,200.76	06/16/2012	59,436.12
06/27/2009	67,354.10	06/26/2010	63,950.29	06/25/2011	65,470.44	06/23/2012	55,921.30
6/30/2009 ***	32,059.58	06/30/2010	29,667.19	06/30/2011	34,351.16	06/30/2012	58,207.40

TOTALS 4403564.04

4041141.56

4016541.01

4124906.8

2179974.56

Table Game Revenue

Date	Amount
July/August, 2010	154,185.68
September, 2010	94,247.84
October, 2010	105,903.60
November, 2010	108,717.67
December, 2010	118,721.11
January, 2011	106,189.21
February, 2011	105,776.45
March, 2011	120,927.10
April, 2011	130,654.61
May, 2011	130,492.02
June, 2011	121,576.41
Total 2010-2011	1297391.7

Date	Amount
July, 2011	141,718.01
August, 2011	137,473.92
September, 2011	110,375.25
October, 2011	124,273.94
November, 2011	121,118.87
December, 2011	140,509.93
January, 2012	137,812.68
February, 2012	142,770.01
March, 2012	151,845.46
April, 2012	127,862.26
May, 2012	137,905.13
June, 2012	129,235.38
Total 2011-2012	1602900.84

Date	Amount
July, 2012	138,663.64
August, 2012	133,245.83
September, 2012	127,532.40
October, 2012	126,482.02
November, 2012	134,443.93
December, 2012	146,677.92
Total 2011-2012	807045.74

Table Game Revenue Distribution - Jefferson County School Board

Date	Amount
July, 2011	425,154.03
August, 2011	412,421.76
September, 2011	331,125.75
October, 2011	372,821.82
November, 2011	363,356.61
December, 2011	421,529.79
January, 2012	413,438.04
February, 2012	428,310.03
March, 2012	455,536.38
April, 2012	383,586.78
May, 2012	413,715.39
June, 2012	387,706.12
Total 2011-2012	4,808,702.50

Date	Amount
July, 2012	415,990.92
August, 2012	399,737.49
September, 2012	382,597.20
October, 2012	379,446.06
November, 2012	403,331.79
December, 2012	440,033.75
Total 2011-2012	2,421,137.21

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

Week Ending Date	Week Ending January 19, 2013
To be Deposited on:	January 28, 2013
Amount Played	59,724,782.51
Amount Won	53,612,880.78
Amount Promo	180,713.00
MWAP Contribution	<u>3,887.61</u>
Adjusted Gross Terminal Revenue	<u>5,927,301.12</u>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	<u>237,092.05</u>
Net Terminal Revenue	<u>5,690,209.07</u>
Surcharge @ 10%	569,020.91
State Share Excess @ 58%	330,032.13
Track Share of Capital Reinvestment @ 42%	<u>238,988.78</u>
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	<i>229429.23</i>
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	<i>9559.55</i>
Adjusted Net Terminal Revenue	<u>5,121,188.16</u>
Racetrack @ 46.50% / 42%	2,150,899.03
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	2,099,687.15
Race Track Purses @ 7% / 14% / 8%	409,695.05
Workers' Compensation Debt Reduction @ 7% / 0%	0.00
Employee Pension Fund @ 1% / .5%	25,605.94
Greyhound Development @ .75%	38,408.91
Thoroughbred Development @ .75%	38,408.91
Racing Commission @ 1%	51,211.88
County/Municipality @ 2%	102,423.76
3% Funds:	
Tourism Promotion Fund @ 1.375%	70,416.34
Development Office Promotion Fund @ .375%	19,204.46
Research Challenge Fund @ .5%	25,605.94
Capitol Renovation and Improvement Fund @ .6875%	35,208.17
2004 Capitol Complex Parking Garage Fund @ .0625%	3,200.74
1% Funds:	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	25,605.94
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>25,605.94</u>
	<u>5,121,188.16</u>

WEST VIRGINIA LOTTERY

First Benchmark

Charles Town

County / City Split

Fiscal Year 2013

Charles Town

1999 Net Terminal Revenue \$ 45,603,174

Benchmark Goal @ 2% \$ 912,063.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 8.19%	CHARLES TOWN 41.20%	HARPERS FERRY 2.24%	RANSON 34.78%	SHEPHERDS TOWN 13.59%
Week Ending:								
07/07/12	\$ 161,637.92	\$ 161,637.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/14/12	\$ 129,458.04	\$ 129,458.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/21/12	\$ 130,037.00	\$ 130,037.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/28/12	\$ 137,164.44	\$ 137,164.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/04/12	\$ 132,931.16	\$ 132,931.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/11/12	\$ 134,212.88	\$ 134,212.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/18/12	\$ 133,861.76	\$ 110,241.90	\$ 23,619.86	\$ 1,934.47	\$ 9,731.38	\$ 529.08	\$ 8,214.99	\$ 3,209.94
08/25/12	\$ 132,419.80	\$ 66,209.90	\$ 66,209.90	\$ 5,422.59	\$ 27,278.48	\$ 1,483.10	\$ 23,027.80	\$ 8,997.93
09/01/12	\$ 134,266.84	\$ 67,133.42	\$ 67,133.42	\$ 5,498.23	\$ 27,658.97	\$ 1,503.79	\$ 23,349.00	\$ 9,123.43
09/08/12	\$ 148,058.80	\$ 74,029.40	\$ 74,029.40	\$ 6,063.01	\$ 30,500.11	\$ 1,658.26	\$ 25,747.42	\$ 10,060.60
09/15/12	\$ 123,676.08	\$ 61,838.04	\$ 61,838.04	\$ 5,064.54	\$ 25,477.27	\$ 1,385.17	\$ 21,507.27	\$ 8,403.79
09/22/12	\$ 113,993.80	\$ 56,996.90	\$ 56,996.90	\$ 4,668.05	\$ 23,482.72	\$ 1,276.73	\$ 19,823.52	\$ 7,745.88
09/29/12	\$ 123,222.80	\$ 61,611.40	\$ 61,611.40	\$ 5,045.97	\$ 25,383.90	\$ 1,380.10	\$ 21,428.44	\$ 8,372.99
10/06/12	\$ 125,430.40	\$ 62,715.20	\$ 62,715.20	\$ 5,136.37	\$ 25,838.66	\$ 1,404.82	\$ 21,812.36	\$ 8,523.00
10/13/12	\$ 121,420.36	\$ 60,710.18	\$ 60,710.18	\$ 4,972.17	\$ 25,012.59	\$ 1,359.91	\$ 21,115.00	\$ 8,250.51
10/20/12	\$ 124,666.16	\$ 62,333.08	\$ 62,333.08	\$ 5,105.08	\$ 25,681.23	\$ 1,396.26	\$ 21,679.44	\$ 8,471.07
10/27/12	\$ 116,147.08	\$ 58,073.54	\$ 58,073.54	\$ 4,756.22	\$ 23,926.30	\$ 1,300.85	\$ 20,197.98	\$ 7,892.19
11/03/12	\$ 113,090.60	\$ 56,545.30	\$ 56,545.30	\$ 4,631.06	\$ 23,296.66	\$ 1,266.61	\$ 19,666.46	\$ 7,684.51
11/10/12	\$ 112,221.92	\$ 56,110.96	\$ 56,110.96	\$ 4,595.49	\$ 23,117.72	\$ 1,256.88	\$ 19,515.39	\$ 7,625.48
11/17/12	\$ 114,864.72	\$ 57,432.36	\$ 57,432.36	\$ 4,703.71	\$ 23,662.13	\$ 1,286.49	\$ 19,974.97	\$ 7,805.06
11/24/12	\$ 131,777.72	\$ 65,888.86	\$ 65,888.86	\$ 5,396.30	\$ 27,146.21	\$ 1,475.91	\$ 22,916.14	\$ 8,954.30
12/01/12	\$ 100,486.68	\$ 50,243.34	\$ 50,243.34	\$ 4,114.93	\$ 20,700.26	\$ 1,125.45	\$ 17,474.63	\$ 6,828.07
12/08/12	\$ 101,541.92	\$ 50,770.96	\$ 50,770.96	\$ 4,158.14	\$ 20,917.64	\$ 1,137.27	\$ 17,658.14	\$ 6,899.77
12/15/12	\$ 94,044.76	\$ 47,022.38	\$ 47,022.38	\$ 3,851.13	\$ 19,373.22	\$ 1,053.30	\$ 16,354.39	\$ 6,390.34
12/22/12	\$ 93,677.92	\$ 46,838.96	\$ 46,838.96	\$ 3,836.11	\$ 19,297.65	\$ 1,049.19	\$ 16,290.59	\$ 6,365.42
12/29/12	\$ 119,394.44	\$ 59,697.22	\$ 59,697.22	\$ 4,889.20	\$ 24,595.26	\$ 1,337.22	\$ 20,762.69	\$ 8,112.85
01/05/13	\$ 143,347.04	\$ 71,673.52	\$ 71,673.52	\$ 5,870.06	\$ 29,529.49	\$ 1,605.49	\$ 24,928.05	\$ 9,740.43
01/12/13	\$ 100,832.60	\$ 50,416.30	\$ 50,416.30	\$ 4,129.09	\$ 20,771.52	\$ 1,129.33	\$ 17,534.79	\$ 6,851.57
01/19/13	\$ 102,423.76	\$ 51,211.88	\$ 51,211.88	\$ 4,194.25	\$ 21,099.30	\$ 1,147.15	\$ 17,811.49	\$ 6,959.69
Subtotal	\$ 3,550,309.40	\$ 2,231,186.44	\$ 1,319,122.96	\$ 108,036.17	\$ 543,478.67	\$ 29,548.36	\$ 458,790.94	\$ 179,268.82

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

VIDEO LOTTERY REPORT

FY 2009		FY 2010		FY 2011		FY 2012		FY 2013	
Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
7/5/2008 *	169,912.56	7/4/2009 *	128,262.42	07/03/2010	115,402.58	7/1-2/2011	69,824.12	07/07/2012	161,637.92
07/12/2008	176,592.38	07/11/2009	168,815.08	07/10/2010	205,731.64	07/09/2011	171,717.28	07/14/2012	129,458.04
07/19/2008	160,344.08	07/18/2009	160,652.98	07/17/2010	161,386.76	07/16/2011	143,019.52	07/21/2012	130,037.00
07/26/2008	162,982.74	07/25/2009	158,869.08	07/24/2010	160,368.28	07/23/2011	146,508.00	07/28/2012	137,164.44
08/02/2008	178,171.04	08/01/2009	174,493.08	07/31/2010	157,802.08	07/30/2011	144,510.28	08/04/2012	132,931.16
08/09/2008	123,538.04	08/08/2009	138,408.80	08/07/2010	136,494.98	08/06/2011	151,495.28	08/11/2012	134,212.88
08/16/2008	82,482.89	08/15/2009	81,222.14	08/14/2010	78,376.68	08/13/2011	117,350.38	08/18/2012	110,241.90
08/23/2008	76,426.18	08/22/2009	76,260.31	08/21/2010	76,199.02	08/20/2011	71,614.12	08/25/2012	66,209.90
08/30/2008	89,459.86	08/29/2009	80,472.92	08/28/2010	72,460.03	08/27/2011	63,432.14	09/01/2012	67,133.42
09/06/2008	91,644.46	09/05/2009	80,798.15	09/04/2010	76,362.84	09/03/2011	80,837.76	09/08/2012	74,029.40
09/13/2008	79,729.93	09/12/2009	86,286.92	09/11/2010	82,969.36	09/10/2011	84,845.80	09/15/2012	61,838.04
09/20/2008	71,269.36	09/19/2009	70,010.15	09/18/2010	67,638.78	09/17/2011	66,748.62	09/22/2012	56,996.90
09/27/2008	79,735.73	09/26/2009	69,316.87	09/25/2010	70,435.06	09/24/2011	68,929.80	09/29/2012	61,611.40
10/04/2008	75,186.22	10/03/2009	72,286.04	10/02/2010	71,013.86	10/01/2011	68,871.64	10/06/2012	62,715.20
10/11/2008	77,139.04	10/10/2009	69,650.63	10/09/2010	69,311.50	10/08/2011	70,866.90	10/13/2012	60,710.18
10/18/2008	80,668.26	10/17/2009	73,560.21	10/16/2010	75,234.62	10/15/2011	75,262.66	10/20/2012	62,333.08
10/25/2008	64,379.44	10/24/2009	67,581.66	10/23/2010	70,290.80	10/22/2011	68,757.72	10/27/2012	58,073.54
11/01/2008	68,352.42	10/31/2009	64,528.30	10/30/2010	65,615.04	10/29/2011	60,507.98	11/03/2012	56,545.30
11/08/2008	70,823.02	11/07/2009	63,741.59	11/06/2010	61,337.62	11/05/2011	70,673.88	11/10/2012	56,110.96
11/15/2008	65,565.50	11/14/2009	65,959.64	11/13/2010	64,595.28	11/12/2011	67,627.10	11/17/2012	57,432.36
11/22/2008	63,883.80	11/21/2009	59,547.05	11/20/2010	56,010.08	11/19/2011	60,690.60	11/24/2012	65,888.86
11/29/2008	69,850.12	11/28/2009	72,399.98	11/27/2010	71,170.90	11/26/2011	74,140.54	12/01/2012	50,243.34
12/06/2008	55,696.68	12/05/2009	51,006.51	12/04/2010	53,215.08	12/03/2011	59,429.94	12/08/2012	50,770.96
12/13/2008	60,178.04	12/12/2009	52,460.58	12/11/2010	46,944.00	12/10/2011	51,395.44	12/15/2012	47,022.38
12/20/2008	52,189.19	12/19/2009	32,834.39	12/18/2010	42,076.76	12/17/2011	55,981.32	12/22/2012	46,838.96
12/27/2008	72,205.91	12/26/2009	53,406.34	12/25/2010	50,450.28	12/24/2011	54,248.62	12/29/2012	59,697.22
01/03/2009	96,504.65	01/02/2010	92,980.40	01/01/2011	85,152.12	12/31/2011	94,661.00	01/05/2013	71,673.52
01/10/2009	53,286.62	01/09/2010	55,020.46	01/08/2011	54,301.30	01/07/2012	74,863.40	01/12/2013	50,416.30

01/17/2009	56,068.87	01/16/2010	60,551.28	01/15/2011	54,005.90	01/14/2012	58,901.92	01/19/2013	51,211.88
01/24/2009	71,474.63	01/23/2010	69,943.53	01/22/2011	60,924.74	01/21/2012	61,819.92		
01/31/2009	61,089.80	01/30/2010	48,527.75	01/29/2011	48,036.94	01/28/2012	62,898.78		
02/07/2009	83,539.63	02/06/2010	37,155.14	02/05/2011	60,777.44	02/04/2012	72,154.66		
02/14/2009	76,054.44	02/13/2010	44,334.00	02/12/2011	67,471.84	02/11/2012	66,429.04		
02/21/2009	91,838.41	02/20/2010	76,946.12	02/19/2011	72,018.54	02/18/2012	77,455.88		
02/28/2009	80,806.88	02/27/2010	72,024.40	02/26/2011	75,544.02	02/25/2012	77,611.78		
03/07/2009	48,837.13	03/06/2010	76,936.85	03/05/2011	74,535.34	03/03/2012	75,963.86		
03/14/2009	96,025.39	03/13/2010	71,007.37	03/12/2011	66,979.48	03/10/2012	76,808.62		
03/21/2009	79,002.82	03/20/2010	74,335.38	03/19/2011	73,113.26	03/17/2012	76,883.92		
03/28/2009	79,250.83	03/27/2010	69,941.88	03/26/2011	68,490.80	03/24/2012	72,108.36		
04/04/2009	75,968.30	04/03/2010	70,636.28	04/02/2011	70,846.58	03/31/2012	74,244.22		
04/11/2009	75,964.94	04/10/2010	69,692.79	04/09/2011	67,076.78	04/07/2012	75,382.98		
04/18/2009	80,598.22	04/17/2010	69,335.92	04/16/2011	64,698.56	04/14/2012	71,065.34		
04/25/2009	75,571.46	04/24/2010	68,714.11	04/23/2011	67,674.14	04/21/2012	68,055.08		
05/02/2009	73,957.05	05/01/2010	68,799.06	04/30/2011	66,807.50	04/28/2012	72,880.66		
05/09/2009	76,697.22	05/08/2010	67,403.54	05/07/2011	66,379.74	05/05/2012	71,582.30		
05/16/2009	71,925.70	05/15/2010	70,186.32	05/14/2011	66,699.76	05/12/2012	63,357.92		
05/23/2009	81,395.43	05/22/2010	64,695.71	05/21/2011	63,210.44	05/19/2012	78,984.36		
05/30/2009	82,161.55	05/29/2010	67,157.40	05/28/2011	64,724.06	05/26/2012	67,396.24		
06/06/2009	74,895.74	06/05/2010	77,371.80	06/04/2011	74,952.34	06/02/2012	76,959.44		
06/13/2009	67,327.23	06/12/2010	66,106.29	06/11/2011	62,203.12	06/09/2012	63,584.86		
06/20/2009	75,500.53	06/19/2010	64,888.48	06/18/2011	61,200.76	06/16/2012	59,436.12		
06/27/2009	67,354.10	06/26/2010	63,950.29	06/25/2011	65,470.44	06/23/2012	55,921.30		
6/30/2009 ***	32,059.58	06/30/2010	29,667.19	06/30/2011	34,351.16	06/30/2012	58,207.40		

TOTALS 4403564.04

4041141.56

4016541.01

4124906.8

2231186.44

Table Game Revenue

Date	Amount
July/August, 2010	154,185.68
September, 2010	94,247.84
October, 2010	105,903.60
November, 2010	108,717.67
December, 2010	118,721.11
January, 2011	106,189.21
February, 2011	105,776.45
March, 2011	120,927.10
April, 2011	130,654.61
May, 2011	130,492.02
June, 2011	121,576.41
Total 2010-2011	1297391.7

Date	Amount
July, 2011	141,718.01
August, 2011	137,473.92
September, 2011	110,375.25
October, 2011	124,273.94
November, 2011	121,118.87
December, 2011	140,509.93
January, 2012	137,812.68
February, 2012	142,770.01
March, 2012	151,845.46
April, 2012	127,862.26
May, 2012	137,905.13
June, 2012	129,235.38
Total 2011-2012	1602900.84

Date	Amount
July, 2012	138,663.64
August, 2012	133,245.83
September, 2012	127,532.40
October, 2012	126,482.02
November, 2012	134,443.93
December, 2012	146,677.92
Total 2011-2012	807045.74

Table Game Revenue Distribution - Jefferson County School Board

Date	Amount
July, 2011	425,154.03
August, 2011	412,421.76
September, 2011	331,125.75
October, 2011	372,821.82
November, 2011	363,356.61
December, 2011	421,529.79
January, 2012	413,438.04
February, 2012	428,310.03
March, 2012	455,536.38
April, 2012	383,586.78
May, 2012	413,715.39
June, 2012	387,706.12
Total 2011-2012	4,808,702.50

Date	Amount
July, 2012	415,990.92
August, 2012	399,737.49
September, 2012	382,597.20
October, 2012	379,446.06
November, 2012	403,331.79
December, 2012	440,033.75
Total 2011-2012	2,421,137.21



37 Washington Court, Harpers Ferry, WV 25425 • 304.535.2627 • 866.HELLO-WV • fax 304.535.2131 • www.wveasterngateway.com
January 15, 2013

RECEIVED

JAN 18 2013

Mr. Dale Manuel
President
Jefferson County Planning Commission
116 E. Washington Street, 2nd Floor
PO Box 338
Charles Town, WV 25414

Jefferson County Commission

Dear Mr. Manuel:

It's a common refrain in business that you only have one chance to make a first impression. It's certainly a line that's used often in the highly competitive business of tourism, where it seems we're all aiming for the same target market – upscale, active, youthful in spirit and engaged. Differentiating one destination from another is sometimes difficult, but it's critical. And creating a memorable sense of place is essential.

Several years ago, the first impression of West Virginia for visitors making their way from Maryland through the Blue Ridge Mountains gap between Maryland Heights and Loudoun Heights, along the ruddy Shenandoah River with the lovely St. Peters Church spire on their immediate right – all of it magnificent and flush with scenic beauty – was a visitor center trailer on the corner of Route 340 and Washington Street.

Memorable, but decidedly not appealing.

Thanks to work by local tourism advocates, a deal was struck to acquire a Lindal show home on state land and turn it into a more attractive and fully functional visitor center. Known by most as "the A-Frame", this building has become, for many, their first impression of Jefferson County and, in fact, the State of West Virginia. The building is prominent and the signage is clear – although perhaps a bit misleading. Nonetheless, it's memorable in a positive way and serves those seeking detailed information about the county, the state and the region. The A-Frame is singularly unique and easy to spot, standing like a beacon against an historic Bolivar Heights battleground background, welcoming visitors from all over the United States and foreign countries as well. The building is owned and managed by the Jefferson County Convention and Visitors Bureau (JCCVB) for the purpose of promoting the county's many tourism assets.

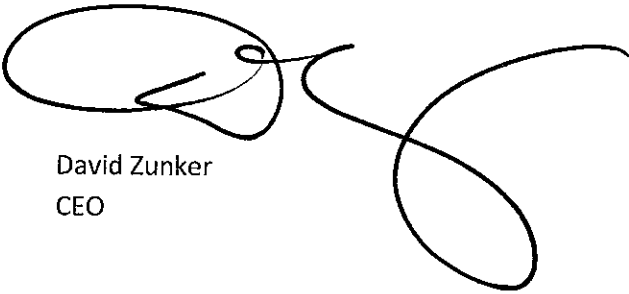
The JCCVB and its Board of Directors is not opposed to carefully considered and well-planned growth along the Highway 340 corridor in Jefferson County, as long as it is consistent with the county's Comprehensive Plan. However, the JCCVB has recently been directly drawn in to a controversial proposal to re-zone a 2.39 acre parcel that sits just below the A-Frame and, depending on its future use, has the potential to significantly and negatively affect viewshed from the building and visibility and prominence from the highway.

By definition, rezoning from its current Agricultural designation to Residential/Light Industrial/Commercial has the potential to make visitors' first impression of Jefferson County just like any other commercially crowded, unappealing four-way-stop corner in America. Visitors may not even realize that an information center is just a right turn and a few moments up the hill. Worst case, construction of commercial buildings would obscure not only the view of the A-Frame and likely reduce the number of visitors served by the JCCVB, it would -- perhaps more importantly -- commercialize an historic corner of our county and downgrade its historical significance.

On behalf of our Board of Directors, we oppose the rezoning of this parcel of land because of its potential to harm the current public service function of the JCCVB Visitor Center and our staff's ability to helpfully direct visitors to Jefferson County attractions, restaurants, events, entertainment, sites of historical significance and recreation resources around the county.

Thank you for allowing the JCCVB to comment on this issue.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'D' followed by a series of loops and a long horizontal stroke extending to the right.

David Zunker
CEO

Sandy McDonald

From: Ronda Lehman [r30nik@aol.com]
Sent: Tuesday, January 15, 2013 5:26 PM
To: webmaster@jeffersoncountywv.org; laura@jeffersoncountywv.org;
sandy@jeffersoncountywv.org; nhosby@jeffersoncountywv.org;
chernandez@jeffersoncountywv.org
Subject: Jefferson Asphalt rezoning

Your submission:

Your Name: Ronda Lehman
Your Email Address: r30nik@aol.com
Subject: Jefferson Asphalt rezoning
Message: From: Ronda Lehman
334 River Rock Run
Harpers Ferry, WV 25425
304-261-8070
Jefferson County Commission
Po Box 250
124 East Washington Street January 15, 2013
Charles Town, WV 25414

Re: Jefferson Asphalt rezoning request

Honorable County Commissioners,

I must start by clarifying that I am NOT writing as the chair of the Blue Ridge Watershed Coalition. I am writing instead, as a concerned citizen.

Jefferson County has a quandary concerning the Jefferson Asphalt Zoning request. There are two important and delicate resources we need to protect in this matter. The first would be the fragile marsh located on the property in question. Just as important as the first, is a 45 year old family business that has been a long-time friend on so many levels to Jefferson County.

This situation presents the county with an opportunity to illustrate that business and clean water can co-exist. It is time to leave the arguments of the past that did nothing more than divide our community, and close doors to constructive debate and solutions. We need healthy businesses that are good neighbors, and we will always need clean water

Our county is blessed with a Development Authority, and a Water Advisory Committee. We hear of these committees doing different things, but we never hear of them working together. The opportunity exists right now for the Development Authority to discuss options to keep Jefferson Asphalt in Jefferson County. This could probably be achieved with a promise of a conditional use permit when they do decide to move, in exchange for marsh protection suggested by the Water Advisory Committee. Remember when the business moves, the stone roads and parking lots will become green space. Of course the owners need to do something with the land to fund the move which complicates the matter, but with some thinking outside the box I think this could be easily achieved. We need our experts in the Development Authority to guide us through with their vast expertise.

This is the type of matter that the county should work hard to resolve. There are too many delicate resources in the balance to simply give a yes or no answer. It is my hope that our counties departments, and advisory boards will work together to achieve a "win-win" for the residents of Jefferson County.

After speaking with Mike Thomas of Jefferson Asphalt, I do not think time is an issue. I think it behooves everyone involved to take all the time they need to get this done in a manner that benefits all of the stakeholders.

I thank you for all of your hard work for the betterment of Jefferson County, and for your consideration of my words.

Best,

Ronda Lehman

Blue Ridge Resident



Protecting nature. Preserving life.™

The Nature Conservancy in WV
P.O. Box 250
Elkins, WV 26241

tel (304) 637.0160
fax (304) 637.0584
nature.org

January 10, 2013

Jefferson County Commission
Charles Town, WV

Re: Comments on **Jefferson Asphalt Products, Inc.**, Charles Town map 13, parcel 7 rezoning

Dear Commissioners:

The Nature Conservancy offers the following letter as comment on the Jefferson Asphalt Products, Inc. rezoning project. In summary, we urge you to consider the ecological values and services of Evitts Run's regionally-significant wetlands and to make planning and zoning decisions that will support conservation of the health and function of the stream and wetlands, both on and off the property, to the benefit of the watershed's human and wildlife communities.

The Nature Conservancy is a non-profit membership organization. Founded in 1951, we now have more than 1 million members and work around the world. Our mission is to preserve the plants, animals, and natural communities that represent the diversity of life on earth by protecting the lands and waters they need to survive. The Nature Conservancy has chapters and field offices in all states. The West Virginia Chapter recently is celebrating its 50th anniversary doing conservation work in the state and has approximately 4,000 members.

Jefferson County, due to its underlying limestone bedrock and abundance of springs, harbors many notable natural areas. Working with public and private partners such as the Jefferson County Farmland Protection Board, The Nature Conservancy has invested in land conservation projects to bring over 875 acres of the county's most unique natural areas into conservation ownership. These areas include portions of Shannondale Springs Wildlife Management Area and the Leetown National Fisheries Center, as well as three small but nationally significant wetlands (located on Altona, Piedmont, and Harewood farms) along Evitts Run.

The Evitts Run wetlands of Altona, Piedmont and Harewood marshes and Lake Louise are special because they developed on top of "marl", a wetland soil that started forming in the Evitts Run valley over 7,000 years ago from groundwater bubbling up as springs through limestone bedrock. Only ten such wetlands remain in West Virginia, and are found primarily in Jefferson County and to a lesser extent in Berkeley. Altona-Piedmont marsh is the largest, most significant marl marsh and contains the state's only "calcareous fen" (a limestone plant community on a layer of peat). Special soils influence the occurrence of unique and rare species, and these wetlands together are home to the largest collection of rare plants (30) in the state. In addition, they are significant as wildlife habitat, supporting breeding and migrating birds such as

sandhill cranes, Virginia rails, King rails, least bitterns and wood ducks. West Virginia's natural heritage is significantly richer because of these unique wetland habitats.

In addition to wildlife habitat and natural heritage, Jefferson County and Charles Town benefit from the ecological "services" provided by the Evitts Run wetlands. Groundwater recharge, slowing flood waters and capturing pollutants are just some of these services. When wetlands are destroyed or degraded, these services may need replaced by costly water treatment and flood control infrastructure.

Wetland "services" are retained over the long term when the wetland and its contributing streams and springs are protected from degradation, such as by the maintenance of 100% pervious surfaces (e.g. mature forests) in the watershed and especially in the riparian area of a stream. Developments that increase impervious surfaces (i.e. parking lots, buildings, roads, and houses) that cover the soil and prevent water absorption can lead to increases in storm water flows, altered water flows, and increases in sediment and pollution to wetlands. These are the types of changes that can degrade streams and wetlands, lessening the quality of wildlife habitat and the function of ecosystem services. Watershed planning that manages the amount and location of impervious surfaces and the flow of stormwater is important for maintaining watershed health.

Jefferson Asphalt Products' property on Evitts Run is located in between Altona-Piedmont and Harewood marshes (which are just over one mile apart along the stream). It is our concern that the potential increase in development across the property associated with the requested zoning district will result in a decrease in pervious surfaces (e.g. natural vegetation with the potential for forest cover) and an increase in impervious surfaces on the property. These changes could lead to greater negative impacts on the health and function of Evitts Run and its wetlands than the current Rural zoning district allows.

The Nature Conservancy believes that development and conservation of the state's natural resources can be compatible. Achieving this compatibility can be challenging, but to that end, we support stream and riparian area protection and restoration efforts to conserve and improve the functioning of the state's wetlands.

If the County Commission accommodates the request to change the zoning and allow more development on the Jefferson Asphalt property, we feel it very important that protections for the stream and wetland resources be incorporated to conserve their ecological values and benefits to human communities and wildlife. Such protections that can mitigate the impacts of development include designating and protecting significant stream and wetland buffer areas from development activities, restoring the hydrology and vegetation of degraded stream and wetland areas where feasible, storm water management, and limiting the amount of impervious surfaces.

Thank you for the opportunity to comment,

Respectfully yours,

Handwritten signature of Amy L. Cimarolli in black ink.

Amy Cimarolli, Director of Science



Protecting nature. Preserving life.™

The Nature Conservancy in WV
P.O. Box 250
Elkins, WV 26241

tel (304) 637.0160
fax (304) 637.0584
nature.org

January 24, 2013

Dale Manuel, President
Jefferson County Commission
PO Box 250
Charles Town, WV 25414

Re: Information on Altona-Piedmont Marsh, Comments on Jefferson Asphalt Products, Inc., Charles Town map 13, parcel 7 rezoning

Dear Mr. Manuel,

The Nature Conservancy (TNC) submits this letter to provide further information to the Jefferson County Commissioners regarding our interests and investments as a landowner and conservation easement holder for Altona-Piedmont Marsh and a land manager at Harewood Marsh. We welcome the opportunity to tell you more about these special places.

Altona-Piedmont and Harewood Marshes are important for the following ecological features they harbor:

- the rare “marl marsh” wetland type, with a unique chemistry responsible for specially adapted plants and animals
- 33 state rare plants
- 3 state rare animals

Just one trip to these wetlands on a late summer day, surrounded by hunting dragonflies, floating butterflies, foraging wood ducks, and a variety of subtly beautiful blooming plants found few other places in the state, will convince visitors of how special these places are.

TNC acquired the Altona-Piedmont Marsh conservation easements from the owners of Altona (the Davenport’s) and Piedmont (the Lehrer’s) farms, and the small (<2 acre) parcel it holds in fee, in 1992. We sought to protect the small, nondescript-looking wetlands of Evitts Run through our Conservation Easement program because of their outstanding contribution to West Virginia’s and the Central Appalachians natural heritage, and were pleased when the Davenport and Lehrer families agreed to “partner” with us in long-term protection of their wetland. The conservation easement TNC holds with the landowners essentially conveyed their rights to drain, fill, or alter the native vegetation of the wetlands, protecting the unique and ancient marl soils and the native habitats into perpetuity.

Just protecting these wet soils and the existing plant cover from conversion did not mean our conservation work was done, however. The wetland habitats of Altona-Piedmont Marsh (and of Harewood Marsh just upstream, see attached map), also require the following into perpetuity in order for them to remain healthy:

- a) clean surface water from Evitts Run and groundwater from springs, that feed these marshes daily;
- b) annual management and monitoring to prevent weeds and pests from altering the habitats, which they can do permanently if allowed to become established.

One outcome of conserving these wetlands is clean ground and surface water that the landowners and communities within the Evitts Run watershed depend upon. Should rezoning or development on the Jefferson Asphalt Company, Inc.'s property lead to an increase in impervious surfaces, altered water flows, decreased water quality, or increased sedimentation into Evitts Run, it will affect the community as well as have a harmful effect on the wetlands. **TNC respectfully suggests the Commission seek expert input on available watershed planning guidance for protecting karst groundwater and stream resources, and wetland functions, before making zoning decisions on Evitts Run that may negatively impact these resources.** The USGS Leetown Science Center is one potential source for such expertise.

TNC is committed to assisting landowners and its partners in wetland conservation through management and monitoring activities at Altona-Piedmont and Harewood. Annually the West Virginia chapter budgets funds and staff time for the management and monitoring of our interests at these marshes. TNC also performs IRS-required monitoring of the easements to insure the agreements are being followed. On average, we invest about 26 person-days a year working at Altona-Piedmont and Harewood.

This management work contributes to the local community when our staff stays in the area for the weeks in Charles Town and provides lasting conservation benefits. Additional benefits that the conservation of Altona-Piedmont Marsh has provided are these to state agencies and local organizations over the last five years:

- WV Division of Natural Resources has invested in classifying the vegetation of the marsh towards completing its survey and description of all the types of wetlands in West Virginia.
- WV Division of Forestry staff has utilized the marsh to learn what a healthy marsh contains for their stream and wetland restoration work in the eastern panhandle.
- WV Division of Environmental Protection In-Lieu Fee Wetland Mitigation Program and TNC are using Altona Marsh to inform its plans, and to potentially provide plant stock, for a wetland restoration project on private lands near Lake Louise.
- The Potomac Valley Audubon Society and other groups use Altona-Piedmont marsh for environmental education programs about wetland birds.

Please feel free to contact our Elkins Field Office with any questions or to arrange a visit to Altona-Piedmont marsh; we would be glad to share whatever we know with you.

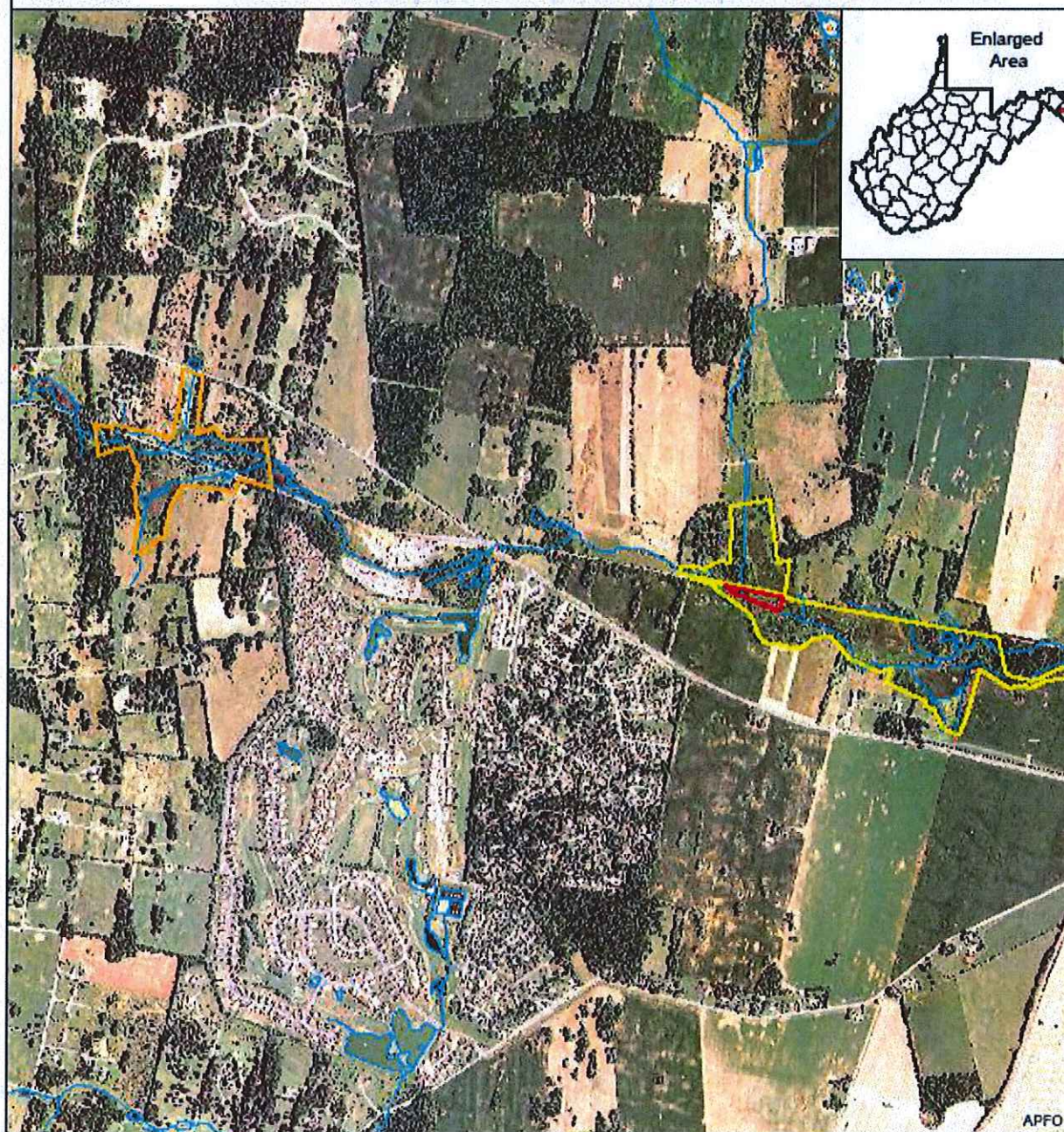
Best regards,



Amy Cimarolli, Director of Science

Cc: Faye and Henry Davenport
Jim and Kate Lehrer
Walter Washington

Altona-Piedmont and Harewood Marshes on Evitts Run



- All TNC Projects
 ■ TNC Fee Owned
 ■ TNC Easement Altona-Piedmont Marsh
 ■ TNC Management Agreement Harewood Marsh
 ■ TNC Current Project
 ■ TNC Held for Transfer
 ■ TNC Transfer
 ■ TNC Assist

0 0.15 0.3 0.45 0.6 0.75 Miles
 1:20,000



November 2012



Protecting nature. Preserving life.™

The Nature Conservancy in WV
P.O. Box 250
Elkins, WV 26241

tel (304) 637.0160
fax (304) 637.0584
nature.org

January 10, 2013

Jefferson County Commission
Charles Town, WV

Re: Comments on Jefferson Asphalt Products, Inc., Charles Town map 13, parcel 7 rezoning

Dear Commissioners:

The Nature Conservancy offers the following letter as comment on the Jefferson Asphalt Products, Inc. rezoning project. In summary, we urge you to consider the ecological values and services of Evitts Run's regionally-significant wetlands and to make planning and zoning decisions that will support conservation of the health and function of the stream and wetlands, both on and off the property, to the benefit of the watershed's human and wildlife communities.

The Nature Conservancy is a non-profit membership organization. Founded in 1951, we now have more than 1 million members and work around the world. Our mission is to preserve the plants, animals, and natural communities that represent the diversity of life on earth by protecting the lands and waters they need to survive. The Nature Conservancy has chapters and field offices in all states. The West Virginia Chapter recently is celebrating its 50th anniversary doing conservation work in the state and has approximately 4,000 members.

Jefferson County, due to its underlying limestone bedrock and abundance of springs, harbors many notable natural areas. Working with public and private partners such as the Jefferson County Farmland Protection Board, The Nature Conservancy has invested in land conservation projects to bring over 875 acres of the county's most unique natural areas into conservation ownership. These areas include portions of Shannondale Springs Wildlife Management Area and the Leetown National Fisheries Center, as well as three small but nationally significant wetlands (located on Altona, Piedmont, and Harewood farms) along Evitts Run.

The Evitts Run wetlands of Altona, Piedmont and Harewood marshes and Lake Louise are special because they developed on top of "marl", a wetland soil that started forming in the Evitts Run valley over 7,000 years ago from groundwater bubbling up as springs through limestone bedrock. Only ten such wetlands remain in West Virginia, and are found primarily in Jefferson County and to a lesser extent in Berkeley. Altona-Piedmont marsh is the largest, most significant marl marsh and contains the state's only "calcareous fen" (a limestone plant community on a layer of peat). Special soils influence the occurrence of unique and rare species, and these wetlands together are home to the largest collection of rare plants (30) in the state. In addition, they are significant as wildlife habitat, supporting breeding and migrating birds such as

sandhill cranes, Virginia rails, King rails, least bitterns and wood ducks. West Virginia's natural heritage is significantly richer because of these unique wetland habitats.

In addition to wildlife habitat and natural heritage, Jefferson County and Charles Town benefit from the ecological "services" provided by the Evitts Run wetlands. Groundwater recharge, slowing flood waters and capturing pollutants are just some of these services. When wetlands are destroyed or degraded, these services may need replaced by costly water treatment and flood control infrastructure.

Wetland "services" are retained over the long term when the wetland and its contributing streams and springs are protected from degradation, such as by the maintenance of 100% pervious surfaces (e.g. mature forests) in the watershed and especially in the riparian area of a stream. Developments that increase impervious surfaces (i.e. parking lots, buildings, roads, and houses) that cover the soil and prevent water absorption can lead to increases in storm water flows, altered water flows, and increases in sediment and pollution to wetlands. These are the types of changes that can degrade streams and wetlands, lessening the quality of wildlife habitat and the function of ecosystem services. Watershed planning that manages the amount and location of impervious surfaces and the flow of stormwater is important for maintaining watershed health.

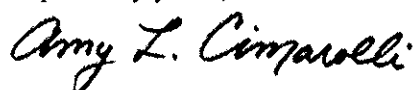
Jefferson Asphalt Products' property on Evitts Run is located in between Altona-Piedmont and Harewood marshes (which are just over one mile apart along the stream). It is our concern that the potential increase in development across the property associated with the requested zoning district will result in a decrease in pervious surfaces (e.g. natural vegetation with the potential for forest cover) and an increase in impervious surfaces on the property. These changes could lead to greater negative impacts on the health and function of Evitts Run and its wetlands than the current Rural zoning district allows.

The Nature Conservancy believes that development and conservation of the state's natural resources can be compatible. Achieving this compatibility can be challenging, but to that end, we support stream and riparian area protection and restoration efforts to conserve and improve the functioning of the state's wetlands.

If the County Commission accommodates the request to change the zoning and allow more development on the Jefferson Asphalt property, we feel it very important that protections for the stream and wetland resources be incorporated to conserve their ecological values and benefits to human communities and wildlife. Such protections that can mitigate the impacts of development include designating and protecting significant stream and wetland buffer areas from development activities, restoring the hydrology and vegetation of degraded stream and wetland areas where feasible, storm water management, and limiting the amount of impervious surfaces.

Thank you for the opportunity to comment,

Respectfully yours,

A handwritten signature in black ink that reads "Amy L. Cimarolli". The signature is written in a cursive, flowing style.

Amy Cimarolli, Director of Science

Sandy McDonald

From: Peggy Smith [peggysmith@frontiernet.net]
Sent: Sunday, January 13, 2013 9:47 AM
To: Dale Manuel; Patsy Noland; Jane Tabb; Walter Pellish; Lyn Widmyer
Cc: Sandy Slusher McDonald
Subject: Sheriffs Position

County Commissioners,

We are writing this to express our concerns about the negativity that former Sheriff Shirley has left with at that position and Jefferson County.

We believe that it is urgent to restore the integrity, honesty and respect to that position immediately. The one person that has all these proven characteristics and experience is former Sheriff Ed Boober. Ed is extremely active in the State political system and is well respected throughout the entire state.

During the period since he was Sheriff, he has remained active in Jefferson County Homeland Security committees and the Local Emergency Planning Committee.

He demonstrated his desire to return to this position when he ran for the Sheriffs position in 2012. We strongly urge that you return Ed Boober to that office for the good of Jefferson County.

Mayor Peggy Smith
Ed Smith, President Independent Fire Company



State of West Virginia

Office of the State Auditor
Chief Inspector Division

1900 Kanawha Boulevard, East
State Capitol Complex, Building 1, Room W-100
Charleston, West Virginia 25305

Toll Free: 877-982-9148
Telephone: (304) 558-2540
FAX: (304) 205-6033
www.wvsao.gov

Glen B. Gainer III
State Auditor and
Chief Inspector

Stuart T. Stickel, CPA
Deputy Chief Inspector

REVISED

January 10, 2013

The Honorable Ralph Lorenzetti
Jefferson County Prosecuting Attorney
100 E Washington Street, PO Box 250
Charles Town, WV 25414

Dear Mr. Lorenzetti:

Enclosed is a copy of the audit report of the Municipality of Harpers Ferry for the fiscal year ended June 30, 2012.

The report discloses an instance of noncompliance. This instance and the corrective action recommended are presented in the Report on Compliance section of this report.

It is requested that you inquire into the matter to insure that the governing body resolves all instances of noncompliance disclosed. Please advise this office within 60 days of the results of your inquiries and the legal actions you have taken, or propose to take, to remedy these circumstances.

Your prompt attention to this matter will be most appreciated. If I can be of assistance, please do not hesitate to contact this office.

Very truly yours,

A handwritten signature in blue ink that reads "Cynthia Evans".

Cynthia Evans
Audit Procurement Manager
Chief Inspector Division

CE/ja

Enclosure

cc: Hon. Joe Anderson, Mayor
Municipality of Harpers Ferry

Hon. Darrell McGraw
Attorney General



Shenandoah Valley Chapter #313
Korean War Veterans Association
310 Clay Hill Drive
Winchester, VA 22602



Jefferson County Commissioners
124 E. Washington Street
P.O. Box 250
Charles Town, WV 25414

We are in the process of building a Korean War Veterans Memorial in The Jim Barnett Park in Winchester, Va. This Memorial is about the men and women who were there, in Korea, fought there and died there.

The names of the Veterans from Winchester, Frederick County and all adjoining counties in both Virginia and West Virginia who were killed in Korea will be randomly engraved on the Granite Memorial. This will include the following veterans from Jefferson County, John C. Breckinridge, Stanley E. Bullock, Wellington Davenport, Samuel Davis, Irvin E. Lanehart, Clarence B. Lykins, Charles A. Ring and Harvey C. Williams.

We know that you will want to assist us in our quest to build this Memorial by both promotion and monetary donation. The dedication of this memorial will be on July 20, 2013.

Sincerely

Charles Bachman, Commander



Shenandoah Valley Chapter #313
Korean War Veterans Association
310 Clay Hill Drive
Winchester, VA 22602



For Immediate Release

Date: August 14, 2012

Pages: 6

From: Korean War Veterans Association
Shenandoah Valley Chapter #313

New Memorial Strives to Remember the "Forgotten War"

The Korean War Veterans Association charter states that one of the main goals of the Association is "to honor the memory of men and women who gave their lives so that the U.S. and the world might be free and live by the creation of living memorials, monuments and other forms of additional education, cultural and recreational facilities." The Shenandoah Valley Chapter 313, Korean War Veterans Association strives to do just that by constructing a War Memorial to Veterans of the Korean War. The proposed location, which was approved by the Winchester Parks Advisory Board at the regular meeting in July and City Council on August 14th, is in Jim Barnett Park adjacent to the POW-MIA Memorial on Maple Drive.

Although the Korean War is often referred to as the "Forgotten War", the thousands of living Korean War Veterans across the country will never forget what they saw, accomplished and fought for during the war. The Korean War is far from over, but the short time of fighting took place from June 1950 to July 1953. During these three years, 33,741 U.S. men and women were killed in action. More than 103,000 were wounded and 7,140 were listed as prisoners of war. Approximately 8,000 still remain missing or unaccounted for. This new memorial in Jim Barnett Park is a way to remember those brave individuals in our community and surrounding counties who served during the bitter conflict.

The Memorial will consist of three granite sections. The large center piece will feature an engraving of the Korean peninsula and the two smaller sections, one on each side will randomly list 62 veterans killed in Korean from the following areas:

- Winchester City (VA)
- Frederick County (VA)
- Clarke County (VA)
- Warren County (VA)
- Shenandoah County (VA)
- Jefferson County (WV)
- Berkeley County (WV)

- Hardy County (WV)
- Hampshire County (WV)
- Morgan County (WV)

A walkway will connect the POW-MIA Memorial and the Korean War Memorial and a brick "Path of Honor" will lead the way to the large granite pieces and U.S. flag. Flanking both sides of the Path of Honor will be five pair of bronze military boots representing the five military branches of service (i.e. Air Force, Navy, Army, Marines and Coast Guard). To light the new Memorial, the Shenandoah Valley Chapter 313, Korean War Veterans Association hopes to use solar power to reduce the Memorial's environmental impact and electrical costs. The Memorial has also been designed to minimize the maintenance required by Winchester Parks and Recreation staff.

The War Memorial to Veterans of the Korean War was designed by Architect Tim Machado with Design Concepts of Winchester. The Memorial is expected to be completed in the summer of 2013 and dedicated near the 60th anniversary of the armistice signing on July 27, 1953.

Contact: Charles Bachman, Commander
Korean War Veterans Association
Shenandoah Valley Chapter #313
(540) 662-1965
chucknjack@comcast.net





*Shenandoah Valley Chapter #313
Korean War Veterans Association
310 Clay Hill Drive
Winchester, VA 22602*



How to make a donation to the Memorial

It is expected that the Memorial's construction cost will exceed \$75,000 and fundraising efforts are currently underway to raise \$100,000 for construction plus a perpetual maintenance fund.

If you'd like to help, there are two methods in which to make a donation to the War Memorial to Veterans of the Korean War. All donations listed below are tax-deductible.

1) Buy a brick on the "Path of Honor"

\$100 per 4"x8" brick

\$1,000 per 8"x16" brick

Each brick can be personalized with two or three lines of text, limit 16 characters per line.

2) Make a monetary donation

Make checks payable to:

SVC#313 - KWVA Memorial Fund

Mail to:

Mr. Stephen T. Culbert

Memorial Fund Treasurer

Korean War Veterans Association

306 Ridge Road

Winchester, VA 22602

**SHENANDOAH VALLEY CHAPTER #313
KOREAN WAR VETERANS ASSOCIATION, INC.**

Winchester, Virginia

**BUY A BRICK FOR THE KOREAN WAR VETERANS MEMORIAL
IN THE JIM BARNETT PARK, WINCHESTER, VA**

"PATH OF HONOR"

**\$100.00 per 4" X 8" BRICK – Two or Three Lines of
Personalized Text, Limit 16 Characters per Line**

**\$1000.00 per 8" X 16" BRICK – Two or Three Lines of
Personalized Text, Limit 16 Characters per Line**

ALL BRICKS ARE TAX DEDUCTIBLE

Name: _____

Address: _____

City & State: _____ Zip: _____

Phone: _____ E-Mail: _____

Please enclose your check # _____ In the Amount of \$ _____

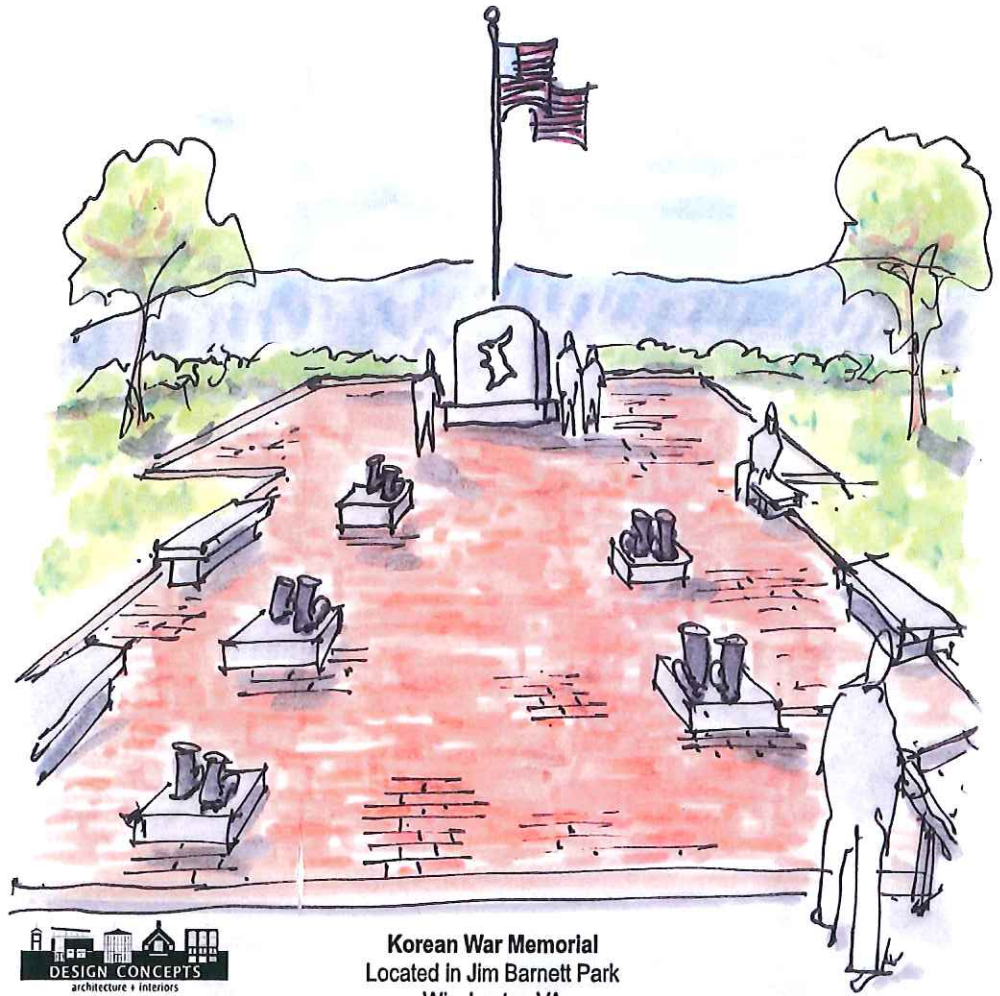
Payable to: SVC #313 - KWVA Memorial Fund & Mail this form to:

Mr. Stephen T. Culbert, Memorial Fund Treasurer
Korean War Veterans Association
306 Ridge Rd., Winchester, VA 22602

**The Shenandoah Valley Chapter #313
Korean War Veterans Association, Inc.**

represents Korean War Veterans from Winchester and the following counties:

Frederick, Shenandoah, Warren, Clarke, Berkeley, Morgan, Jefferson, Hardy and Hampshire



DESIGN CONCEPTS
architecture + interiors
11 Ross Cove Street, Suite 300
Winchester, VA 22601
tel: (540) 722-7247 fax: (540) 722-7248
info@dcgwinchester.com

Korean War Memorial
Located in Jim Barnett Park
Winchester, VA

© COPYRIGHT DESIGN CONCEPTS 2012

**OLD
OPERA
HOUSE
2013**



**REALLY FUNNY
DRAMATIC
LIVE!**

The Old Opera House

A Center for the Arts

Performance Studios

Educating children in the performing arts is at the center of the Old Opera House's mission. The Old Opera House Dance Studio offers classes in ballet, jazz, tap and hip-hop for dancers from ages 3 to 18. The Old Opera House Acting Studio offers classes for young theatre performers from ages 8 to 18. These two intimate performing arts studios are run by experienced, dedicated instructors who have a strong desire to develop each performer to his or her full potential. In each of these studios, young performers develop a respect for themselves, their fellow performers and the performing arts.

Jean Heiler Art Gallery

The Jean Heiler Art Gallery is one of a few art galleries serving the local community. Located on the lower level of the Old Opera House, this Art Gallery showcases the work of some of the area's most talented artists. During each of the Old Opera House's main stage productions, the Jean Heiler Art Gallery features the work of a specific artist or arts group for our patrons to enjoy.

New Voice Play Festival

Each June this one-act play festival attracts some of the country's most gifted new playwrights. See the work of four of the best plays submitted each year and get the unique opportunity to serve as a theatre critic and vote for your favorite entry. Interested playwrights can find the Festival entry form and guidelines on our webpage or contact the Old Opera House office for more information. The 2013 New Voice Play Festival is scheduled for June 21, 22 & 23, 2013.

Summer Youth Programs

The Old Opera House offers children a chance to be immersed in the life of the theatre by attending a week of camp or participating in a play specifically for our younger performers each summer. These popular summer events introduce children to acting, costuming, stage crafts, scenic art, lights, sound and special effects. Children perform in a variety of plays from *The Lion*, *the Witch and the Wardrobe* to the musical *You're a Good Man, Charlie Brown*.

Summertime Arts Soirée

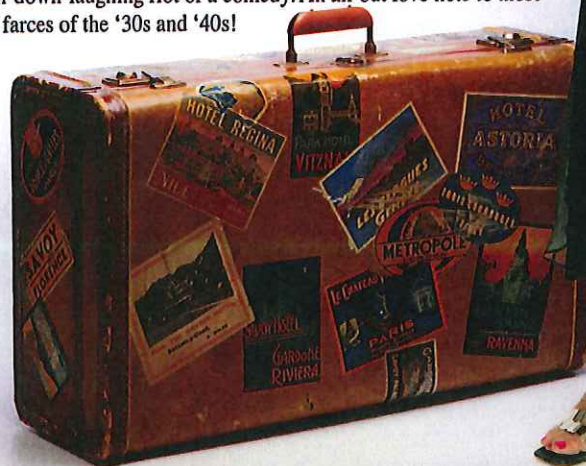
Each August this premiere art show features some of the area's most talented artists. Take a leisurely stroll through the Old Opera House to see a variety of arts and up to twelve different artists. Friday evening you can also enjoy a glass of fine wine and delicious hors d'oeuvres while listening to live music. Saturday is free to the public. The 2013 Summertime Arts Soirée is scheduled for August 2 & 3, 2013.

Suite Surrender

A Farce by Michael McKeever

Comedy • Rated PG

It's 1942, and the luxurious Palm Beach Royale Hotel is under siege as two of Hollywood's biggest divas vie for the same suite. Mistaken identities, overblown egos, double entendres, and one pampered little lap dog round out this fall-down-laughing riot of a comedy. An all-out love note to those wonderful farces of the '30s and '40s!



February 8, 9, 10, 15, 16 & 17, 2013

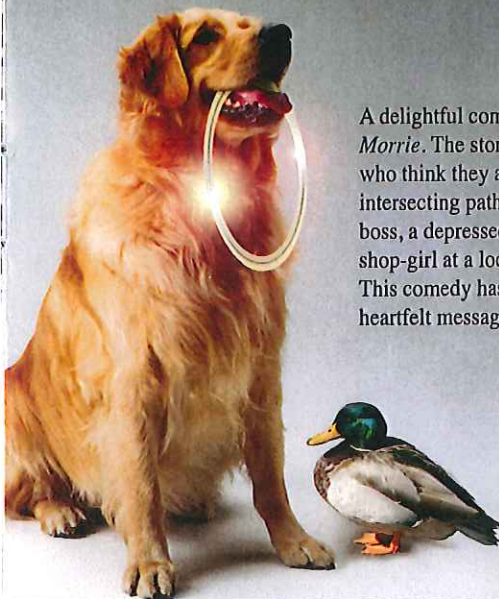
ValleyHealth presents
Healthier, together.

Duck Hunter Shoots Angel

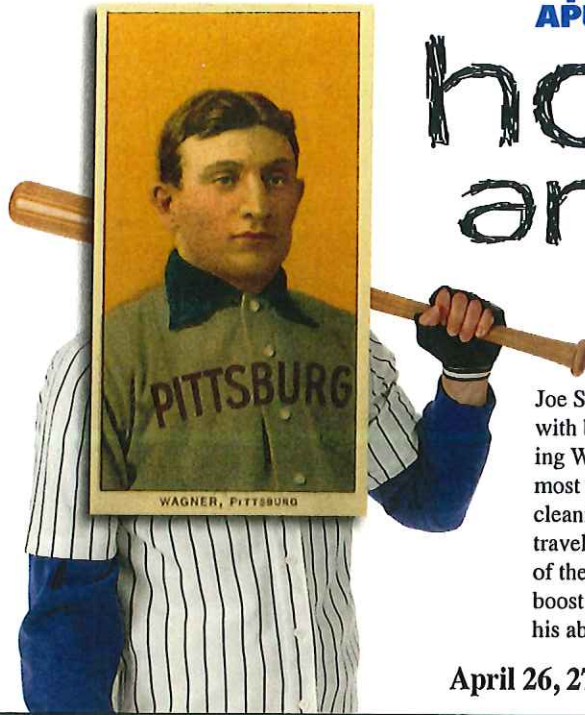
by Mitch Albom

Comedy • Rated PG

A delightful comedy by the writer of the popular book *Tuesdays with Morrie*. The story of two bumbling Alabama duck-hunting brothers who think they accidentally shot down an angel. The play follows the intersecting paths of the two guilt-ridden duck hunters, their crazed boss, a depressed tabloid journalist and his reluctant photographer, a shop-girl at a local Gasmart, a half-man/half-alligator, and a ghost. This comedy has been hailed by audiences and critics alike for its heartfelt message.



March 15, 16, 17, 22, 23 & 24, 2013



honus and me

by Steven Dietz

Comedy • Rated G

Honus and Me tells the story of young Joe Stoshack, who finds himself face to face with baseball legend Honus Wagner after finding Wagner's coveted 1909 baseball card, the most valuable baseball card of all time, while cleaning his neighbor's attic. Together they travel back in time - into the seventh game of the World Series - where Honus helps Joe boost his self-esteem and gain confidence in his ability to play baseball.

April 26, 27, 28, May 3, 4 & 5, 2013

Legally *Blonde*

music and lyrics by Laurence
O'Keefe and Nell Benjamin and
book by Heather Hach

Musical Comedy • Rated PG13

The musical is based on the novel *Legally Blonde* by Amanda Brown and the 2001 film of the same name. It tells the story of Elle Woods, a sorority girl who enrolls at Harvard Law School to win back her ex-boyfriend Warner. She discovers how her knowledge of the law can help others, and successfully defends exercise queen Brooke Wyndham in a murder trial!



September 5, 6, 7, 8, 12, 13, 14, & 15, 2013

MURDER AMONG FRIENDS

by Bob Barry

Thriller • Rated PG13

Take an aging, exceedingly vain actor; his very rich wife; a double dealing, double loving agent and plunk them down in an elegant New York duplex. Add dialogue crackling with wit and laughs and you have the basic elements for an evening of pure, sophisticated entertainment.

"Clever, amusing, and very surprising."

-N.Y. Times.

"A slick, sophisticated show that is modern and very funny."

-WABC TV.



October 18, 19, 20,
25, 26, & 27, 2013

The Bennett Agency presents

SHREK

The Musical!

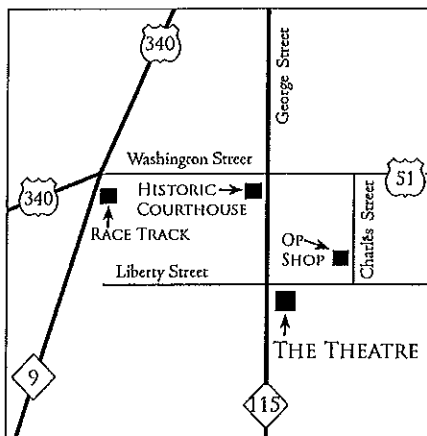
book by Jeanine Tesori
music and lyrics by
David Lindsay-Abaire

Musical Comedy • Rated G

Based on the Oscar-winning DreamWorks film that started it all, *Shrek The Musical* brings the hilarious story of everyone's favorite ogre to the stage! Join Shrek and his loyal steed Donkey, as they set off on a quest to rescue the beautiful (if slightly temperamental) Princess Fiona. Add the diminutive Lord Farquaad, a gang of fairytale misfits and a cookie with attitude, and you've got this year's must-see new musical comedy!

December 6, 7, 8, 12, 13, 14, 15, 19, 20, 21 & 22, 2013





DIRECTIONS

from Frederick, Maryland:

Take 340 into Charles Town (becomes Washington Street in town). Turn right on George Street at Shu Chen Restaurant and the Courthouse. The Old Opera House is one block up on the corner of Liberty and George.

from Winchester/Berryville, Virginia:

Take Route 7 to Route 340. Exit at Route 9 and 115 (Charles Town/Leesburg) and turn left. This becomes George Street. The OOH is at the third stoplight on the corner of Liberty and George.

from Martinsburg/Hagerstown:

Take I-81 to Route 9 East. Take the "Charles Town/ Harpers Ferry" Exit. At the end of ramp, turn right onto Washington Street. Turn right on George Street at Shu Chen Restaurant and the Courthouse. The OOH is one block up on the corner of Liberty and George.

from Leesburg, Virginia:

Take the Rt. 7 Leesburg bypass toward Winchester, VA. Approximately 2 miles past the Greenway Exit heading toward Winchester, VA., turn right onto Route 9 (there will be a sign stating Charles Town exit). Follow Rt. 9 approx. 15 miles into Charles Town, WV. As you come into town, you will cross over the Charles Town bypass. At this point, Rt. 9 will become Rt. 115. Stay on Rt. 115 as you go into the center of town (Rt. 115 will become George Street). Drive one block past the historic courthouse (on your right). The OOH is at the third stoplight on the corner of Liberty and George.

THE OLD OPERA HOUSE
BOX OFFICE OPENS
an hour before show time.

CALL 1.888.900.SHOW
or 304.725.4420 to reserve
seating or to inquire about
our special group discounts.

SHOW DAY	SHOW TIME	ADULT TICKET	CHILD/ STUDENT
THURSDAY	7:30pm	\$15.00	\$10.00
FRIDAY	8:00pm	\$19.00	\$10.00
SATURDAY	8:00pm	\$19.00	\$10.00
SUNDAY	2:30pm	\$17.00	\$10.00

OLD OPERA HOUSE POLICIES

- Parking is available behind the theatre.
- Taking Videos or Photos during the shows is **STRICTLY** prohibited.
- Children age 5 or younger are not encouraged to attend. One ticket per child— no free "lap-sitting."
- Handicap Access: The Old Opera House is wheelchair accessible. To ensure a pleasant visit, please call ahead for special arrangements.

OLD OPERA HOUSE PERKS

- Dining: There are restaurants within walking distance. Call the theatre for details.
- Parties: We rent our balcony for private parties.
- Refreshments are served during intermission, with donations going to the Theatre Guild.
- Tours: The Old Opera House, built in 1910, is listed on the National Historic Register and is one block from the courthouse where John Brown was tried. Free tours of theatre are available.

Don't Miss Our 13th Annual *New Voice Play Festival*

June 21, 22 & 23, 2013. See exciting new one-act plays
by some of the country's best new playwrights.



For current information and links, visit us online at

www.OldOperaHouse.org

Mail completed form to The Old Opera House Theatre Company
204 North George Street, Charles Town, WV 25414

The Old Opera House Theatre Company 2013 Season

PLEASE PRINT OR
TYPE CLEARLY

Buy your 2013 Old Opera House Season Ticket and become an OOH Member today!

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

E-MAIL: _____

TELEPHONE: (Day) _____ (Evening) _____

MEMBERSHIPS

Ticket sales only get us halfway there! We need your support to maintain our historic building and continue our mission of affordable, quality theatre for all of the community.

Please Check Membership Level

_____ The 1911 Club	\$1,911 or more	includes 2 season tickets (plus exclusive benefits! Visit our website for details!)
_____ Producer's Circle	\$1,000 or more	includes 6 season tickets
_____ Director's Circle	\$500 to \$999	includes 4 season tickets
_____ Artistic Circle	\$250 to \$499	includes 2 season tickets
_____ Patron's Circle	\$175 to \$249	includes 1 season ticket
_____ Standing Ovation	\$100 to \$174	
_____ Encore	\$50 to \$99	
_____ Applause	\$25 to \$49	

All contributions of \$25.00 or more are mentioned
in our playbill, unless you request otherwise.

Adult Season Tickets _____ @ \$85.00 each \$ _____

(See all six shows in the 2013 Season for one low price)

Student Season Tickets _____ @ \$50.00 each \$ _____

(See all six shows in the 2013 Season for one low price)

Live-5 Coupons _____ @ \$80.00 each \$ _____

(See five shows in the 2013 Season of your choice)

Memberships _____ Membership Level _____ \$ _____

(See the chart above your choice)

\$ _____ Total Enclosed or Charged

Credit Card # _____ Exp. Date: _____ Security Code: _____

Signature: _____

You will not receive physical tickets unless you specifically request show dates.
Please contact the Old Opera House Box Office at (304) 725-4420
or (888) 900-SHOW to secure specific seating.

ALL SEATS RESERVED! Season Ticket Holders are able to secure seating reservations for the entire season.

Call the box office (EARLY!) at 304.725.4420 to reserve your seats. (If you do not call, you may not be able to get seats for a specific performance.)
Balcony seating is not available for all performances. Tickets sales to the public begins six weeks before opening night.

OLD OPERA HOUSE 2013 SEASON

Suite Surrender

Duck Hunter Shoots Angel

honus
and me

Legally *Blonde*

MURDER AMONG FRIENDS

SHREK
The Musical!

For current information and links, visit us online at

www.OldOperaHouse.org



You are invited to an Open House to thank Jane Tabb for her 5 1/2 years of service as our Program Assistant. Jane has selected to resign her position to devote time to her family and her new County Commission position.

The Open House will be Thursday, January 31st from 4:30-6:30 p.m. at the WVU Jefferson County Extension Service Office.

The Extension Service Committee meeting will follow at 6:30 p.m.



Eastern Panhandle Conservation District

151 Aikens Center, Suite 1

Martinsburg, WV 25401

(304) 263 - 4376 ~ Fax 263 - 4986

**M
E
M
O
R
A
N
D
U
M**

To:

Jefferson County Commission

City of Ranson

City of Charles Town

EPCD Board of Supervisors

From: Sherry Duncan, Administrative Officer

Re: 2013 Inspection Schedule

Date: January 23, 2013

The West Virginia Conservation Agency will be inspecting the Evitts Run Channel on April 4, 2013. If you are interested in attending, please contact Sherry Duncan (sduncan@wvca.us) by March 15.



January 14, 2012

Ms. Debbie Keyser.
Jefferson County Administrator
124 East Washington Street
Charles Town, WV 25414

RE: Important Price Adjustment Information

Dear Ms. Keyser:

As part of our commitment to provide customers in Jefferson County with the best entertainment and communications experience, we continue to invest in making our services even better. Here are some highlights of the many services available to our customers, as well as some of the improvements we've made in the past year:

- XFINITY On Demand™ – with thousands of top shows, hit movies and more - with 90% FREE.
- We now offer many free help and how-to videos. Customers may visit www.youtube.com/xfinity to learn how to program a remote control or DVR, manage parental controls, sign up for paperless billing, and so much more.
- We've improved our online experience. Visit our new and improved website at www.comcast.com/myaccount, where customers can login or set up a user name. Through the website, customers can manage account preferences, equipment settings, pay their bill, manage appointments and get help whenever they need it. Customers can also watch favorite programs online, set their DVR, and add favorite shows to their queue. Customers can also use our mobile site at m.comcast.com from a smartphone to manage appointments, check their balance, and receive text alerts.

While we continue to make these and other investments, we periodically need to adjust prices due to increases we incur in programming and other business costs. Starting March 1, 2013, new prices will apply to select* Video and Internet services and equipment as indicated in the attached.

Please note, with this adjustment, HD DVR Service (primary outlet) will be billed as two separate charges: DVR Service at \$8.00 per month and HD Technology Fee at \$9.95 per month.

As always, if you should have any questions or concerns regarding this matter, or any cable matter, please feel free to contact me at (540) 974-5123.

Sincerely,

Paul Comes
Director, Government Affairs

**If a customer is currently receiving services on a promotional basis, under a minimum term agreement associated with a specific rate, or in the guaranteed period of one of our SurePrice™ plans, the prices for those specific services will not be affected during the applicable period.*

IMPORTANT RATE INFORMATION

Dear Valued Customer,

All of us at Comcast are committed to improving your entertainment and communications experience, and we continue to invest in making your services even better. While we continue to make these and other investments, we periodically need to adjust prices due to increases we incur in programming and other business costs. Starting March 1, 2013, or with your next bill thereafter, new prices will apply to select* Video and Internet services and equipment as indicated in this notice.

Effective March 1, 2013, HD DVR Service (primary outlet) will be billed as two separate charges: DVR Service at \$8.00 per month and HD Technology Fee at \$9.95 per month.

We want to make sure you are getting the most out of your XFINITY services. Here are some highlights of the many services available to you, as well as some of the recent improvements we've made in the past year:

- XFINITY On Demand™ gives you thousands of top shows, hit movies and more - with 90% FREE.
- XFINITY delivers the fastest Internet. You get reliably fast speed—even during peak use periods—so you have the speed you need to connect all your devices at the same time.
- We now offer many free help and how-to videos. Visit www.youtube.com/xfinity to learn how to program your remote control or your DVR, manage parental controls, sign up for paperless billing, and so much more.
- We've improved the online experience. We invite you to visit our new and improved website at www.comcast.com/myaccount to login or set up your user name. You can manage your account preferences, equipment settings, pay your bill, manage appointments, and get help whenever you need it. You can also watch your favorite programs online, set your DVR, and add your favorite shows to your Queue. Plus, visit our mobile site at m.comcast.com from your smartphone to manage appointments, check your balance, and receive text alerts.

Still have questions? Visit us at www.comcast.com/questions. Thank you for choosing Comcast. We value you as a customer, and we look forward to continuing to serve you.

**If you are currently receiving services on a promotional basis, under a minimum term agreement associated with a specific rate, or in the guaranteed period of one of our SurePrice™ plans, the prices for those specific services will not be affected during the applicable period.*

DOUBLE PLAY PACKAGES	CURRENT	NEW
Digital Economy Plus 1 Product Includes Limited Basic, additional digital channels and a standard definition digital converter and remote for the primary outlet, access to Pay-Per-View programming and Music Choice and Economy Plus Internet	\$34.95	No Change
Blast Plus with HBO® Includes Digital Economy, HBO® and Streampix for primary outlet and Blast! Internet	\$89.95	No Change
SurePrice 1	\$69.99	No Change

 XFINITY® TV

BASIC SERVICES	CURRENT	NEW
Limited Basic	\$22.70	No Change
Expanded Basic *Includes standard definition digital converter and remote for primary outlet	\$40.15	\$43.15
DIGITAL SERVICES	CURRENT	NEW
Digital Economy ¹² Includes Limited Basic, additional digital channels and a standard definition digital converter and remote for the primary outlet, access to Pay-Per-View programming and Music Choice	\$39.95	No Change
Digital Starter Includes Limited Basic, Expanded Basic, additional digital channels, Movie Plex, access to Pay-Per-View and On Demand programming and Music Choice	\$62.85	\$65.85

DIGITAL SERVICES	CURRENT	NEW
Digital Preferred ¹⁰ Includes Digital Starter, additional digital channels, Encore®, access to Pay-Per-View and On Demand programming and Music Choice	\$81.80	\$83.80
Digital Preferred with 1 Premium Includes Digital Preferred for primary outlet and one premium service - choose from: HBO, SHO, MAX, TMC, STARZ	\$89.75	\$92.75
Digital Preferred with 2 Premiums Includes Digital Preferred for primary outlet and two premium services - choose from: HBO, SHO, MAX, TMC, STARZ	\$103.75	\$106.75
Digital Preferred with 3 Premiums Includes Digital Preferred for primary outlet and three premium services - choose from: HBO, SHO, MAX, TMC, STARZ	\$111.75	\$114.75
Digital Premier ¹⁰ Includes Digital Preferred for primary outlet, HBO®, Showtime®, Starz®, Cinemax®, and Sports Entertainment Package	\$116.70	\$119.70
Multilatin Plus ⁹ Includes Limited Basic, Multilatin, standard definition digital converter and remote for primary outlet	\$29.95	No Change

BASIC AND DIGITAL ANCILLARY SERVICES	CURRENT	NEW
HBO ⁹	\$16.95	\$18.95
Cinemax ⁹	\$16.95	No Change
Starz ⁹	\$16.95	No Change
Showtime ⁹	\$16.95	No Change
The Movie Channel (TMC) ⁹	\$16.95	No Change
Playboy TV ⁹	\$21.95	No Change
Digital Preferred ¹⁰	\$17.95	No Change
Multilatin ⁹ Includes Spanish language programming	\$16.95	No Change
Sports Entertainment Package ¹⁰ Including Big Ten Network, CBS Sports Network, FCS Atlantic, FCS Central and FSC Pacific	\$8.95	No Change
HD Technology Fee ⁵	\$9.95	No Change
DVR Service ^{2,4}	\$16.95	\$8.00
Digital Additional Outlet Service ³ (each outlet) with HD Converter ⁴	\$9.95	No Change
with DVR Service ⁴	\$16.95	\$17.95
Digital Adapter Additional Outlet Service ^{11,24} (1st and 2nd additional outlets) (Subscribed to before 7/1/12)	No Charge	\$1.99
Digital Adapter Additional Outlet Service ^{11,24}	\$1.99	No Change

INTERNATIONAL SELECTIONS ^{9,12}	CURRENT	NEW
Phoenix Info News (Chinese)	\$9.99	No Change
Phoenix Info News & Phoenix North America (Chinese)	\$14.99	No Change
Phoenix North America (Chinese)	\$9.99	No Change
CCTV-4 (Chinese/Mandarin)	Not Sold Separately	No Change
CTI-Zhong Tian Channel (Chinese/Mandarin)	Not Sold Separately	No Change
CTI-Zhong Tian Channel & CCTV-4 (Chinese/Mandarin)	\$11.99	No Change
Dragon Pack Includes CCTV-4, CTI-Zhong Tian Channel, Phoenix Info News, Phoenix Nth America and ET-Super	\$19.99	No Change
GMA Pinoy TV (Filipino)	\$11.99	No Change
TFC (Filipino)	\$11.99	No Change
TFC & GMA Pinoy TV (Filipino)	\$19.99	No Change
TV5MONDE (French)	\$9.99	No Change
The Israeli Network (Hebrew)	\$19.99	No Change
Zee TV (Hindi with English subtitles)	\$14.99	No Change
SET Asia (Sony) (Hindi)	\$14.99	No Change
TV Asia (Hindi, Gujarati, English & Regional languages)	\$14.99	No Change
Rai Italia (Italian)	\$9.99	No Change
TV JAPAN (Japanese and English)	\$24.99	No Change
WKTV (Korean)	\$14.99	No Change
TV Globo (Portuguese)	\$19.99	No Change
Channel One Russia - C1R (Russian)	\$14.99	No Change
RTN (Russian)	\$14.99	No Change
Russian 3 Pack Includes Channel One Russia, RTN and Russian Kino	\$22.99	No Change
Russian Kino (Russian)	\$9.99	No Change
ABP News (South Asian - Hindi)	\$11.99	No Change
Desi 3 Pack Includes SET Asia, ZEE TV and STAR India PLUS	\$29.99	No Change
Desi 3 Pack Includes SONY, ZEE TV and TV Asia	\$29.99	No Change

INTERNATIONAL SELECTIONS ^{9,12}		CURRENT	NEW
Desi 4 Pack			
Includes SET Asia, ZEE TV, TV Asia and STAR India PLUS		\$32.99	No Change
Desi 4 Pack			
Includes SET Asia, ZEE TV, STAR India PLUS and Life OK		\$32.99	No Change
Desi Mega Pack			
Includes SET Asia, ZEE TV, TV Asia, STAR India PLUS, ABP News, Life OK and STAR India GOLD		\$42.99	No Change
Neo Cricket (South Asian)		\$14.99	No Change
Neo Cricket (South Asian) with any Desi 3, 4 or Mega Pack		\$7.00	No Change
SET Asia & ABP News (South Asian)		\$24.99	No Change
SET Asia (Sony) & Zee TV (South Asian)		\$24.99	No Change
STAR Pack			
Includes ABP News, STAR India PLUS, Life OK and STAR India Gold		\$24.99	No Change
Zee TV & ABP News (South Asian)		\$24.99	No Change
TV Asia & Zee TV		\$24.99	No Change

PAY-PER-VIEW AND ON DEMAND SUBSCRIPTION SERVICES ^{12,15}			CURRENT	NEW
(MONTHLY EXCEPT AS NOTED)				
On Demand, Pay-Per-View movies, Events & Sports Packages			Varies	No Change
Bollywood Hits On Demand			\$12.99	No Change
Bollywood Hits On Demand w/a South Asian international selection			\$9.99	No Change
Disney Family Movies On Demand			\$5.99	No Change
Filipino Channel On Demand			\$7.99	No Change
Filipino On Demand w/a Filipino international selection			\$5.99	No Change
here! On Demand			\$7.99	No Change
Howard Stern On Demand ¹³			\$10.99	No Change
Howard Stern On Demand ¹⁴ one year subscription			\$119.99	No Change
The Jewish Channel On Demand			\$6.99	No Change
Too Much For TV On Demand			\$14.99	No Change
WWE 24/7 On Demand			\$7.99	No Change
Xfinity Streampix			\$4.99	No Change

SPORTS PACKAGES ¹⁷	
ESPN FullCourt	Call 1-800-XFINITY for pricing
ESPN GamePlan	Call 1-800-XFINITY for pricing
MLB Extra Innings	Call 1-800-XFINITY for pricing
MLS Direct Kick	Call 1-800-XFINITY for pricing
NBA League Pass	Call 1-800-XFINITY for pricing
NHL Center Ice	Call 1-800-XFINITY for pricing

VIDEO EQUIPMENT	CURRENT	NEW
Digital Converter	\$2.30	\$2.50
Remote Control	\$0.20	No Change
HD Digital Converter (Limited Basic Only)	\$2.30	\$2.50
Digital Adapter ²⁴ (Limited Basic Only - Primary Outlet)	No Charge	No Change
Digital Adapter ²⁴ (Limited Basic Only - 1st and 2nd Additional Outlets)	No Charge	No Change
Digital Adapter ²⁴ (Limited Basic Only - 3rd Additional Outlet and above)	\$0.50	No Change
CableCard (first card in device)	No Charge	No Change
CableCard (second card in same device)	\$1.75	\$1.15
Customer-Owned Video Equipment Credit (See www.comcast.com/equipmentpolicy for additional information)	\$2.50	No Change

INSTALLATION FEES ¹⁶					(PER OCCURRENCE UNLESS NOTED)	
	Initial Installation of Service		After Initial Installation of Service			
	CURRENT	NEW	CURRENT	NEW		
Installation - Additional Outlet	\$19.95	No Change	\$31.50	\$32.75		
Activate Pre-Existing Additional Outlet	\$8.75	No Change	\$21.75	No Change		
Connect VCR/DVD	\$8.55	\$10.85	\$19.95	\$21.05		
Relocate Additional Outlet	\$15.25	\$15.35	\$32.20	No Change		
	CURRENT		NEW			
Installation - Unwired Home ²³			\$49.95	No Change		
Installation - Prewired Home ¹⁷			\$39.95	No Change		
Upgrade/Downgrade of Service (No in-home visit required)			\$2.99	No Change		
Upgrade of Service (In-home visit required)			\$20.10	\$25.25		
Downgrade of Service (In-home visit required)			\$19.95	No Change		
In-Home Service Visit (Video, per occurrence)			\$40.00	No Change		
Hourly Service Charge ¹⁷ (For custom installation work)			\$33.75	\$33.80		

REACTIVATION FEES			(NO IN-HOME VISIT REQUIRED - PER OCCURRENCE UNLESS NOTED)	
	CURRENT	NEW		
Video Only	\$5.00	No Change		
Internet Only	\$5.00	No Change		
Video and Internet	\$10.00	No Change		

MISCELLANEOUS FEES (PER OCCURRENCE UNLESS NOTED)			CURRENT	NEW
Service Protection Plan (per month) Inside home wiring protection for your cable TV and high-speed Internet services.	\$3.95	No Change		
Computer Protection Plus ¹⁸ (per month) Protection for computers, laptops and tablets. Includes Service Protection Plan.	\$9.95	No Change		
TV Protection Plus ¹⁸ (per month) Protection for flat panel televisions. Includes Service Protection Plan.	\$14.95	No Change		
Signature Support:				
Wireless Networking Support (monthly) (24/7 technical support for wireless home network)	\$5.95	No Change		
Wireless Networking & Computer Performance Support (monthly) (24/7 technical support for wireless home network plus PC optimization for improved speed and performance)	\$9.95	No Change		
Help Desk (per month) (24/7 technical support for computers, networks, WiFi, printers and more)	\$14.95	No Change		
Help Desk Plus (per month) (24/7 technical support for computers, networks, WiFi, printers, virus removal and more)	\$19.95	No Change		
Wireless Networking Support Enrollment Fee (per occurrence)	\$39.00	No Change		
Wireless Networking & Computer Performance Enrollment Fee (per occurrence)	\$39.00	No Change		
Help Desk Enrollment Fee (per occurrence)	\$39.00	No Change		
Help Desk Plus Enrollment Fee (per occurrence)	\$79.00	No Change		

Complete Protection ¹⁹ (per month) Protection for computers, laptops, tablets, flat panel televisions and home phones. Includes Service Protection Plan.	\$19.95	No Change
Computer Performance Tool ¹⁹ (per month) Automated computer diagnostic tool for improved speed, performance and security.	\$4.95	No Change
Returned Payment Item (each)	\$25.00	No Change
Convenience Fee For payment made by phone or at the front counter with a Customer Care Representative	\$5.99	No Change
Late Fee	\$2.00	No Change
Signal Amplifier	\$35.00	No Change
Self Install Kit ²⁰	\$10.00	\$15.00
Self Install Kit Shipping and Handling	\$10.00	\$9.95
Self Install Kit Shipping and Handling (Priority Shipping)	\$30.00	\$29.95
Name Change Fee (for changes made to an account holder's legal name)	\$1.99	No Change
Bill Statement Reprint		
(for up to 12 bill statement copies requested by phone or in person with a Customer Care Representative)	\$5.00	No Change
Field Collection Charge Visit to customer's residence required to collect past due balance or unreturned equipment.	\$25.00	No Change
Unreturned or Damaged Equipment Fees ¹⁹ (per occurrence)	Replacement Cost	No Change
Deposits	Not to Exceed Replacement Costs	No Change

	XFINITY Internet Service Only		with XFINITY TV or Voice Service	
	CURRENT	NEW	CURRENT	NEW
Economy Plus ⁷	\$39.95	No Change	\$29.95	No Change
Performance Starter ²²	\$49.95	No Change	\$49.95	No Change
Performance	\$64.95	No Change	\$48.95	\$51.95
Blast! ⁶	\$74.95	No Change	\$58.95	\$61.95
Extreme 105 ^{6,7}	\$114.95	No Change	\$99.95	No Change
	CURRENT		NEW	
Skype™ on Xfinity			\$9.95	No Change
Data Modem (monthly)			\$7.00	No Change
Wireless Gateway (monthly)			\$7.00	No Change
Clenna 3931 Modem & Netgear Wireless Router (monthly)			\$19.95	No Change
Data Modem DOCSIS 2.0 Kit (for purchase, one-time charge)			\$79.00	No Change
Data Modem DOCSIS 3.0 Kit (for purchase, one-time charge)			\$99.00	No Change
Wireless Adapter (each, one-time charge)			\$30.00	No Change
In-Home Service Visit (Internet, per occurrence)			\$40.00	No Change
Professional Internet Installation (per occurrence)			\$99.00	No Change



XFINITY[®] INTERNET²¹

Wireless Networking On-Site Professional Set-Up (with Xfinity Video) (per occurrence)	\$49.95	No Change
Wireless Networking On-Site Professional Set-Up (Separate Trip, per occurrence)	\$99.95	No Change
Wireless Networking On-Site Professional Set-Up (Additional Device, per occurrence)	\$29.95	No Change
Extreme 105 Professional Internet Installation (per occurrence)	\$249.00	No Change
Unreturned or Damaged Equipment Fees ¹⁹ (per occurrence)	Replacement Cost	No Change

SERVICES NOT AVAILABLE FOR NEW SUBSCRIPTION	CURRENT	NEW
Digital Preferred Plus (includes Limited Basic Service, Expanded Service, Digital Starter Channels and Digital Preferred Channels, and HBO, SHO & STARZ, Digital Converter and Remote)	\$108.75	\$111.75
Total Premium (includes Limited Basic Service, Expanded Service, Digital Starter Channels and Digital Preferred Channels, And 5 premium services - HBO, SHO, MAX, TMC, STARZ & Sports Entertainment Package, Digital Converter and Remote)	\$116.70	\$119.70
Selecto	\$13.95	\$11.95

Certain services available separately or as a part of other levels of service. Comcast service is subject to Comcast's standard terms and conditions of service. Unless otherwise specified, prices shown are the equipment or package. Prices shown do not include applicable taxes, franchise fees, FCC fees, Regulatory Recovery Fee, Public Access fees, other state or local fees or other applicable charges (e.g., per-call toll or international charges). After a notice of an increase in rates, you may change your level of service at no additional charge for a period of 30 days from the effective date of the change. Please refer to your billing statement for your Local Franchising Authority's name and address. Prices, services and features are subject to change. If you are a video service customer and you own a compatible digital converter or CableCARD device, please call 1-800-XFINITY for pricing information or visit www.comcast.com/equipmentpolicy.

- 1 SurePrice only available for 12 months to Blast Plus with HBO® customers after 6 month promotional package.
- 2 Subject to availability.
- 3 Not Available to Limited Basic only customers. Digital service tier on additional outlet corresponds to digital service tier on primary outlet.
- 4 Requires HD Technology Fee.
- 5 HD converter replaces standard definition converter on primary outlet. Not available to customers with Limited Basic only.
- 6 Not available in all areas. May require installation and non-refundable installation charge.
- 7 Does not include PowerBoost®.
- 8 Requires purchase of Limited Basic.
- 9 Requires digital converter or CableCARD and Limited Basic.
- 10 Requires Digital Starter.
- 11 Includes digital adapter and remote. Not available to customers with Limited Basic only.
- 12 Requires digital converter and Limited Basic.
- 13 If cancelled in the first month, you will be charged the greater of \$5.00 or a prorate of the monthly rate for the number of days in the billing cycle before cancellation.
- 14 Automatically renewed annually at the then current price. If cancelled in the first month, you will be charged \$10.99 and any prepaid amount will be credited to your account. If cancelled between the 2nd and 6th month your account will be credited \$25.00. If cancelled after the 6th month, no credit will be issued.
- 15 Price of Pay-Per-View and On Demand Movie or Event is displayed prior to the completion of the Pay-Per-View or On Demand ordering process.
- 16 Does not include Extreme 105 Internet Service installation charge, wireless networking or professional internet installation fees.
- 17 Product installations include installations up to 125 feet from existing Comcast plant. Custom installations include installations which require in-wall wiring or installations in extensive drop ceilings, basements, or crawl spaces.
- 18 See <http://signaturesupport.xfinity.com> for information.
- 19 Please contact 1-800-XFINITY for questions regarding equipment replacement charges.
- 20 Does not apply to CableCARD Self Install Kit.
- 21 Data modem required. For more information regarding XFINITY Internet go to <http://www.comcast.com/highspeedinternet>.
- 22 Does not include PowerBoost®. Many factors affect speed. Actual speeds may vary and are not guaranteed.
- 23 Refers to installations up to 125 feet from existing Comcast Plant; primary outlet only; does not include non-standard work.
- 24 Does not provide access to premium services, pay-per-view, video-on-demand, the interactive electronic programming guide or other two-way interactive services.

©2013 Comcast. All Rights Reserved.

36 / M133

For information about XFINITY policies and terms of service, go to www.comcast.com/policies.

Ripon Lodge Farm
2547 Berryville Pike, PO Box 130
Rippon, WV 25441

January 19, 2013

To the Jefferson County Commissioners:

Regarding the wetlands-Marsh and Jefferson Asphalt zoning request.

To give Jefferson Asphalt a zoning change from a Rural (protective) zone to a Residential-Light Industrial/Commercial zone without a plan offered by the owners would be a mistake. A plan may not be required to apply for a re-zoning but a responsible applicant would volunteer the appropriate information.

The decision to re-zone should be guided by the "Jefferson County Comprehensive Plan" and not made as a disconnected spot change to the overall county plan. If the owner cannot present an intended beneficial use or uses to inform the neighborhood to which the property would be converted, the County Plan should prevail.

Downstream Altona Marsh, the owners have researched, preserved and protected this special ecological area. The "Comprehensive Plan" is very specific about protecting our wetlands. Lacking a clear understanding of the possible changes in the use of the property, it is impossible to evaluate the risk of allowing new uses. To grant a zoning change to a developer which could possibly release hazardous wastes into this and our Jefferson County watershed is not the correct choice.

The Jefferson County Commission should stand together and continue to protect the unique areas in Jefferson County for today and future generations. Therefore, the applicant should be denied.

Respectfully yours,

Crocket Morgan

(Mrs. C. Morgan Tr.)

RECEIVED

JAN 24 2013

Jefferson County Commission



West Virginia University

Extension Service

January 23, 2013

Ms. Deborah Keyser
County Administrator
P.O. Box 250
Charles Town, WV 25414

Dear Deborah,

The Jefferson County Extension Service Committee will meet on Thursday, January 31, 2013 at the WVU Jefferson County Extension Office. The meeting will begin at 6:30 p.m. and will conclude by 8:30 p.m.

This is an open meeting. Everyone interested in the WVU Extension program in Jefferson County is encouraged to attend and actively participate in the meeting. The extension office is located in the Jefferson County Public Services Center at 1948 Wiltshire Road near Bardane.

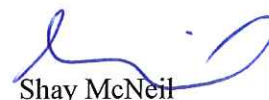
We will be discussing the proposed County Commission and Board of Education 2013/2014 budget requests, 2012 accomplishments, plans for 2013, as well as the annual Memorandum of Understanding to continue employment of the Extension Agents. The County Extension Service Committee is established by state law and has the authority to annually approve budget requests and employment of the Extension Agents. A list of the committee members and who they represent is attached.

We're looking forward to our discussion about Extension programming that affects our Jefferson County citizens. Please join us! Call April at 304-728-7413 ext. 0 if you are able to attend. If you have any questions about the meeting, call Judy Matlick at 304-728-7413 ext. 3.

Sincerely,


Judith A. Matlick
Extension Agent
Associate Professor


Michael Harman
Extension Agent
Instructor


Shay McNeil
Extension Agent
Instructor

Cooperative
Extension Service

The West Virginia
University Cooperative
Extension Service,
U. S. Department
of Agriculture,
West Virginia County
Boards of Education and
County Commissions
Cooperating

Phone: 304 728-7413
Fax: 304 728-4101
www.wvu.edu/~exten/

Snow Date: In case of bad weather, the meeting will be rescheduled. Call Judy at 304-728-7413 ext. 3 for a message if there is any question about the weather.

Enclosure: JCESC Membership

Jefferson County Extension Office

1948 Wiltshire Road
Suite 3
Kearneysville WV 25430

RECEIVED

JAN 25 2013

Jefferson County Commission

Equal Opportunity/Affirmative Action Institution

Jefferson County Extension Service Committee Membership: 2013

County Commission	Jane Tabb 922 Old Leetown Pike Kearneysville, WV 25430 Phone: 304-725-4325 vinemont@frontiernet.net
Board Of Education	Gary Kable P.O. Box 621 Charles Town, WV 25414 Phone: 304-725-5108 Kfoto@frontiernet.net
Farm Bureau	Lyle Tabb, IV 695 Old Leetown Pike Kearneysville, WV 25430 Phone: 304-582-9396 lyletabb@hotmail.com
4-H Leaders Association	Polly Wharton 147 Rural Retreat Dr. Ranson, WV 25438 Phone: 304-725-2539 stupolly@frontiernet.net
Community Educational Outreach Service	Jessie Hicks 106 Chaz Ct. Charles Town, WV 25414 Phone: 304-724-8997 jfhicks@frontiernet.net
WVU Board Of Governors	Michael E. Alvarez 3775 Kabletown Road Charles Town, WV 25414 Phone: 304-725-2350 Michael_Alvarez@nps.gov <i>Term: 3rd term: 2005-2008, 2008-2011, 2011-2014</i>

Over



P.O. BOX 2067
CHARLESTON, WV 25327

PHONE: 304-558-0500
1-800-WVA-CASH

Earl Ray Tomblin
Governor

John C. Musgrave
Director

January 17, 2013

Ms. Debbie Keyser, County Administrator
Jefferson County
P.O. Box 250
Charles Town, WV 25414

RE: Limited Video Lottery (LVL) Distributions

Dear Ms. Keyser:

I am writing you to follow-up on a telephone conversation I had today with Finance Director, Paul Shroyer. The West Virginia Lottery conducted an audit of its Limited Video Lottery (LVL) county distribution that has revealed certain overpayments to Jefferson County. Two retail businesses were assigned to your county for revenue distribution purposes based on mailing addresses rather than the physical locations as required by the statute, resulting in an overpayment of \$14,505.92

This letter is to confirm that an adjustment of \$14,505.92 will be made to your February LVL distribution which Jefferson County will receive in March.

The Lottery apologizes for this inconvenience and appreciates your consideration and cooperation. If you have any questions, please contact me at 304-558-0500, x 216.

Sincerely,

A handwritten signature in black ink that reads "Tacy Donovan".

Tacy Donovan

Deputy Director of Video Lottery

TD/mr

cc: John Musgrave, Director
Mara Pauley

RECEIVED

JAN 25 2013



DIVISION OF NATURAL RESOURCES

Wildlife Resources Section

Operations Center

P.O. Box 67

Elkins, West Virginia 26241-3235

Telephone (304) 637-0245

Fax (304) 637-0250

Earl Ray Tomblin
Governor

Frank Jezioro
Director

January 24, 2013

Mr. Dale Manuel, President
Jefferson County Commission
P.O. Box 250
124 E. Washington Street
Charles Town, WV 25414

Dear Mr. Manuel:

Pursuant to your request for comments on the proposed zoning change on Evitts Run, Jefferson County, please find below a description of significant natural heritage resources documented by the state.

Three very ecologically significant jurisdictional wetlands protected by the federal Clean Water Act of 1972 occur along Evitts Run west of Charlestown in Jefferson County, WV. Evitts Run flows on marl deposits laid down over tens of thousands of years in calcareous wetlands and spring-fed ponds. Marl wetlands are unusual not only in West Virginia but throughout the unglaciated lands of the eastern United States. West Virginia's marl wetlands have not yet been ranked nationally, but they are similar in composition and superior in quality to those in Virginia, which have been ranked as the highest conservation priority (globally critically imperiled) by NatureServe, which maintains national conservation status ranks for species and natural communities in the United States.

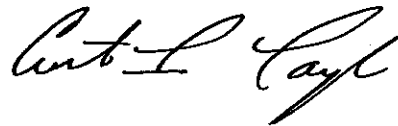
Wetlands occur in narrow, discontinuous patches along Evitts Run, broadening to larger wet meadows, peatlands, and forested swamps at three locations: Altona-Piedmont Marsh in the east, Harewood Marsh in the west, and a smaller unnamed wetland in between. Altona-Piedmont Marsh is the highest quality marl wetland in the state, and very likely the highest quality wetland of its type in the nation. Altona-Piedmont Marsh covers 110 acres at the downstream (eastern) end of Evitts Run before it reaches Charles Town.

Harewood Marsh is in the top five highest quality marl wetlands in the state. It contains many of the same rare species as Altona-Piedmont Marsh, comprising 37 acres near the headwaters of Evitts Run. The smaller unnamed wetland (8 acres) in the central portion of the area lies between the two larger wetlands and also contains a number of rare marl species.

Mr. Dale Manuel, President
January 24, 2013
Page 2

These three wetlands and Evitts Run itself provide critical habitat for thirty-three rare plants and three rare vertebrate animals (see attached table and map). There are few, if any, areas of comparable size in West Virginia that support equally significant biodiversity. These species and habitats would be adversely impacted by any activity along Evitts Run that resulted in less stable water flows, decreased water quality, or increased sedimentation.

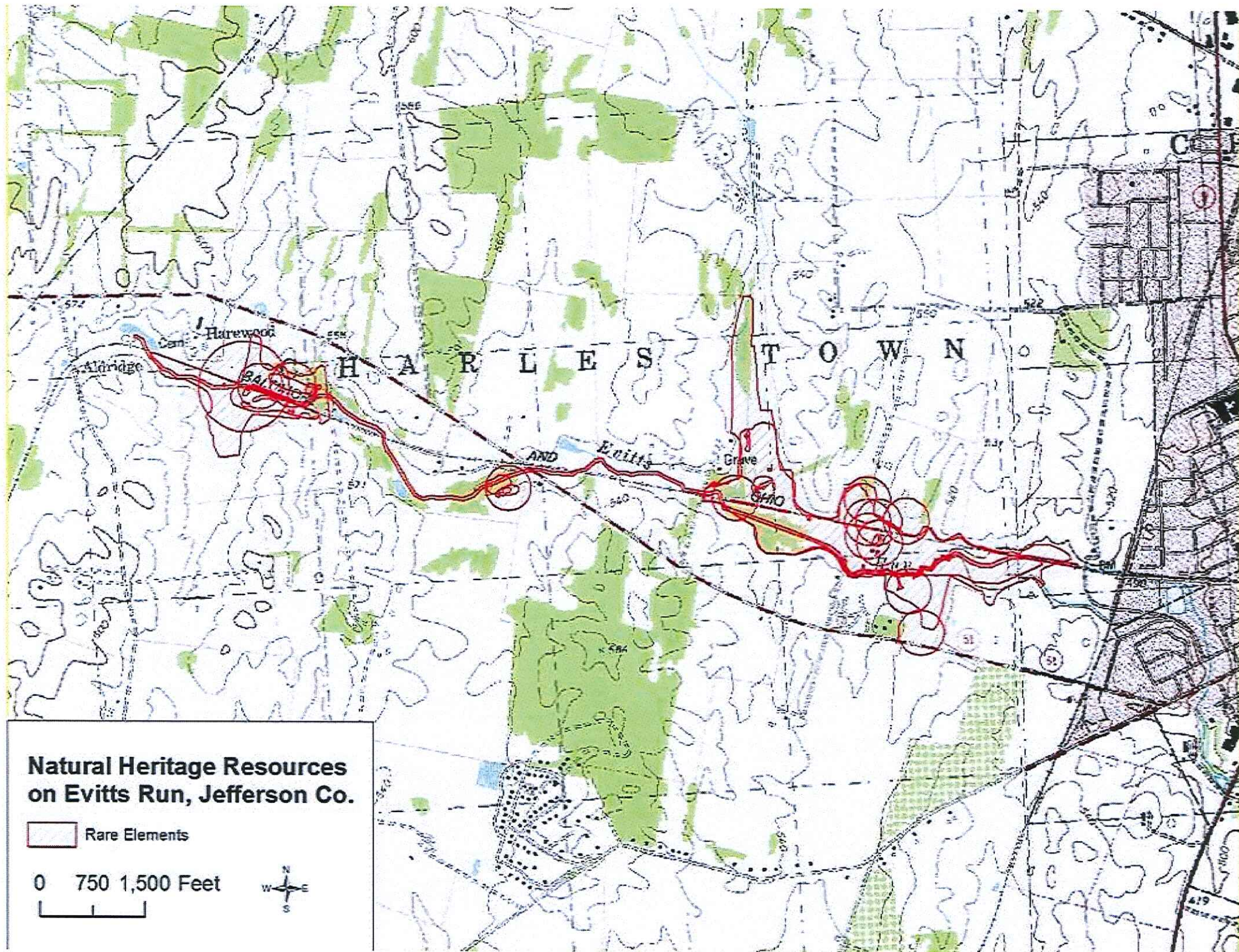
Sincerely,

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

Curtis Taylor
Chief

CT/ebf

Attachments:



Rare Species Occurrences in Evitts Run wetlands west of Charles Town, WV

Element Code	Scientific Name	Common Name	State Rank	Global Rank
Rare Vascular Plants of State Conservation Significance				
PMCYP032B0	Carex buxbaumii	Brown Bog Sedge	S2	G5
PMCYP032Y0	Carex comosa	Bearded Sedge	S2	G5
PMCYP03340	Carex conoidea	Field Sedge	S1	G5
PMCYP036W0	Carex lacustris	Lake Sedge	S2	G5
PMCYP03721	Carex lasiocarpa var. americana	Slender Sedge	S1	G5T5
PMCYP03AZ0	Carex prairea	Prairie Sedge	S1	G5?
PMCYP03D70	Carex suberecta	Prairie Straw Sedge	S1	G4
PMCYP03DN0	Carex tetanica	Rigid Sedge	S1	G4G5
PMCYP090V0	Eleocharis intermedia	Matted Spike-rush	S1	G5
PMCYP091P0	Eleocharis rostellata	Beaked Spike-rush	S1	G5
PPEQU01020	Equisetum fluviatile	Water Horsetail	S2	G5
PDAST3P142	Eupatorium maculatum var. maculatum	Mottled Joe-pye Weed	S2	G5T5
PMPOA35021	Hierochloe hirta ssp. arctica	Holy Grass	S1	G5T5
PDAPI16070	Hydrocotyle ranunculoides	Floating Pennywort	S2	G5
PMJUN010A2	Juncus balticus var. littoralis	Baltic Rush	S1	G5T5
PMJUN01212	Juncus nodosus var. nodosus	Knotted Rush	S1S2	G5T5?
PMJUN012J0	Juncus scirpoides	Scirpus-like Rush	S2	G5
PMJUN012V0	Juncus torreyi	Torrey's Rush	S2	G5
PMORC1M040	Liparis loeselii	Loesel's Twayblade	S3	G5
PDCAM0E0W0	Lobelia kalmii	Kalm's Lobelia	S1	G5
PDPRI070M0	Lysimachia quadriflora	Four-flowered Loosestrife	S1	G5?
PDPRI070S0	Lysimachia thyrsoflora	Water Loosestrife	S1	G5
PDLYT09011	Lythrum alatum var. alatum	Winged-loosestrife	S2	G5T5
PMPOA4K0S0	Panicum flexile	Wiry Witch Grass	S1	G5
PDSAX0P060	Parnassia grandifolia	Grass-of-parnassus	S1	G3
PDSCR1K0M0	Pedicularis lanceolata	Swamp Lousewort	S2	G5
PDPGN0L043	Polygonum amphibium var. emersum	Water Smartweed	S2S3	G5T5
PDRAN0L2G2	Ranunculus sceleratus var. sceleratus	Cursed Crowfoot	S2	G5T5
PDSAL020V0	Salix discolor	Glaucous Willow	S2	G5
PMCYP0Q011	Schoenoplectus acutus var. acutus	Hard-stemmed Bulrush	S2	G5T5
PDLAM1U0J0	Scutellaria galericulata	Hooded Skullcap	S1	G5
PMSPA01020	Sparganium angustifolium	Branching Bur-reed	S2S3	G4G5
PDLAM1X1G0	Stachys tenuifolia	Smooth Hedge-nettle	S3	G5
Rare Vertebrate Animals of State Conservation Significance				
AAABC01012	Acris crepitans crepitans	Eastern Cricket Frog	S2	G5T5
ARAAD02010	Clemmys guttata	Spotted Turtle	S1	G5
ABNME05020	Rallus elegans	King Rail	S1B	G4G5

Definitions of State (S) and Global (G) Conservation Status Ranks:

- **S1, G1** Critically Imperiled—Critically imperiled in the state, or globally, because of extreme rarity (often 5 or fewer occurrences) or because of some factor(s) such as very steep declines making it especially vulnerable to extirpation from the state/province.
- **S2, G2** Imperiled—Imperiled in the state, or globally, because of rarity due to very restricted range, very few populations (often 20 or fewer), steep declines, or other factors making it very vulnerable to extirpation from the nation or state/province.
- **S3, G3** Vulnerable—Vulnerable in state, or globally, due to a restricted range, relatively few populations (often 80 or fewer), recent and widespread declines, or other factors making it vulnerable to extirpation.
- **S4, G4** Apparently Secure—Uncommon but not rare; some cause for long-term concern due to declines or other factors. Species ranked S4 or S5 are not tracked by the WV Natural Heritage Program.
- **S5, G5** Secure—Common, widespread, and abundant in the state, or globally.
- **SX, GX** Presumed Extirpated—Species or community is believed to be extirpated from the state, or globally extirpated. Not located despite intensive searches of historical sites and other appropriate habitat, and virtually no likelihood that it will be rediscovered.
- **SH, GH** Possibly Extirpated (Historical)—Species or community occurred historically in the state, or globally, and there is some possibility that it may be rediscovered. Its presence may not have been verified in the past 20-40 years. A species or community could become GH or SH without such a 20-40 year delay if the only known occurrences were destroyed or if it had been extensively and unsuccessfully looked for. The GH or SH rank is reserved for species or communities for which some effort has been made to relocate occurrences, rather than simply using this status for all elements not known from verified extant occurrences.
- **SNR, GNR** Unranked—State or global conservation status not yet assessed.
- **SU, GU** Unrankable—Currently unrankable due to lack of information or due to substantially conflicting information about status or trends.
- **SNA, GNA** Not Applicable —A conservation status rank is not applicable because the species is not a suitable target for conservation activities.
- **S##, G##** Range Rank —A numeric range rank (e.g., S2S3) is used to indicate any range of uncertainty about the status of the species or community. Ranges cannot skip more than one rank (e.g., SU is used rather than S1S4).