

**The Tetra Companies**  
**COMMERCIAL CONDOMINIUM SUBDIVISION**  
**Burr Industrial Park**  
**Jefferson County, West Virginia**

**COMMUNITY IMPACT STATEMENT**

**FEBRUARY 2007**  
**REVISED APRIL 9, 2007**



**The Tetra Companies**  
**COMMERCIAL CONDOMINIUM SUBDIVISION**  
**Burr Industrial Park**  
**Jefferson County, West Virginia**

**COMMUNITY IMPACT STATEMENT**

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**A. General Description of the Project**

**1. Name, Address and Telephone Number of Owner/Developer**

The Tetra Company and/or Assigns  
2701 Spigel Drive  
Virginia Beach, VA 23454  
Attention: Mr. David DuRant  
757-481-9642

**2. Name, Address and Telephone Number of Contact Person**

Alpha Associates, Incorporated  
Mr. Richard Klein, P.E.  
535 West King Street  
Martinsburg, WV 25401  
304-264-0051

**3. Tract Size, Shape Location and Zoning**

Tract Size: 5.344 Acres                      Tract Shape: Rectangular

Tax Map Information: Map 1, Parcel 76, Charles Town District

Location: Lies on West Burr Boulevard at its intersection with McGarry Boulevard, in Burr Industrial Park. See site location map in Appendix A.

Zoning: Commercial/Industrial

Jefferson County Planning Commission File Number: S05-06

**4. Project Design or Layout**

This project is being planned to provide three commercial buildings housing 77 office/warehouse units and one office unit. Building 'A' has 14 units, Building 'B' 32 units and Building 'C' 32 units. One of the units in Building 'A' will be the office. Each office warehouse unit will be 16' by 32' (515 sf). The office will be 32' by 64' (2,048 sf). There will be a total of 41,472 sf of buildings. Parking will be provided adjacent to each building, based on the requirement of one space for each 300 sf of net useable space. The project will meet the requirements of Article 9 of the Subdivision Ordinance

**5. Number, Approximate Size and Location of Proposed Lots or Building Sites –**

The location of the various lots is shown on the site plan/subdivision plat (provided in the envelope at the back of the document). There will be seventy-seven condominium units 16' by 32' and one condominium unit 32' by 64'.

## **6. General Description of Surface Conditions**

The land slated for development is a gently rolling lot in Burr Industrial Park. The general slopes vary between one and 15 percent. The Industrial Park was constructed in the early 1990's and the lot has been planted in meadow grass since that time. There are a few outcrops of limestone throughout the property.

## **7. Soil and Drainage Characteristics**

### **a. Soil Types (Soils maps are included in Appendix B)**

Fk – Funkstown silt loam

HbB – Hagerstown silt loam, 3 to 8 percent slopes

HrC – Hagerstown-Rock outcrop complex, 8 to 15 percent slopes

Ua – Udorthents, smoothed

- ### **b.**
- These soils are deep and well drained. The Funkstown soils on the west side of the site are subject to flooding. The area of the Funkstown soils corresponds to the area on-site in which the local 100-year floodplain has been delineated as part of the original storm water plan for Burr Industrial Park. This area will not contain any building, drive or parking improvements. The other soils are considered fair for construction purposes. Hard limestone is usually found within a few feet of the surface and must be contended with if excavation is extensive.
- ### **c.**
- Storm water quantity management for the site is provided in the Burr Industrial Park (JCPC File number 88-68) pond constructed as part of the original park infrastructure. Storm water quality treatment for the first one-half inch of runoff from paved areas or other areas used as traveled ways, vehicle parking areas and materials storage (as required in Section 8.2.c.1(e) of the Subdivision Ordinance) will be provided in a small basin on the west side of the property. Building, parking, and drive areas will be drained by a combination of sheet flow, concrete gutters, grass ditches and storm drains. After the water leaves the property, it will be conveyed through existing drainage swales and culverts to the Burr Industrial Park storm water management pond. There should be no adverse impact on any existing condition downstream of this project.
- ### **d.**
- Soil and erosion control measures will be in place during the construction of all buildings, drives, parking areas, water, sewer, storm drainage facilities and other infrastructure.

## **8. Existing Natural or Man Made Features including Vegetative Cover, Water Bodies, Quarries and Rock Outcroppings**

There are no man made features on this property with exception of the storm water management structures located along the western boundary of the property. The structures include a berm and dewatering device for water quality treatment and riprap apron and concrete headwall for three 48" RCP culverts under West Burr Boulevard. This storm water system is part of the overall control system built when Burr Industrial Park was constructed. There are no quarries, sinkholes, wetlands, water bodies, streams or springs on the property. As stated above, the vegetative cover is meadow grass with small patches of trees and scrub brush located along the few rock outcroppings on the property. There is a 100-year floodplain delineated on the site as part of the original storm water plan for Burr Industrial Park.

## **9. General Location of Existing Structures**

There are no existing structures on this property other than the aforementioned storm water structures.

## **10. General Location and Description of Existing Easements or Rights-of-Way**

A 60' right-of-way for West Burr Boulevard adjoins the northern boundary of the property. A 60' right-of-way for McGarry Boulevard adjoins the western boundary of the property. A variable width right-of-way for a future roadway adjoins the eastern boundary of the property.

## **11. Existing Covenants and Restrictions**

The Covenants and Restrictions for the Burr Industrial Park govern the uses of this property. A copy is included in Appendix C.

## **12. Approximate Size, Location and Purpose of Areas to be Dedicated**

As an office and commercial development, the developer does not intend to create any parkland. The storm water management area will remain part of Burr Industrial Park as a dedicated easement.

### **13. Intended Improvements**

The developer intends to construct three commercial buildings housing 77 office/warehouse units and one office unit. Building 'A' will have 14 units, Building 'B' 32 units and Building 'C' 32 units. One of the units in Building 'A' will be the office. Each office warehouse unit will be 16' by 32' (515 sf). The office will be 32' by 64' (2,048 sf). There will be a total of 41,472 sf of buildings. Parking will be constructed adjacent to each building, based on the requirement of one space for each 300 sf of net useable space. Parking areas and drives shall be asphalt paved except for the entrance aprons, which shall be concrete. The parking and drive areas will be curbed. Sidewalks will be constructed in front of Building 'A'. Drainage items to be constructed include storm drains, entrance culverts, concrete gutters, and concrete flumes. A 6' tall chain-link fence shall be constructed around the rear portion of the site encompassing buildings 'B' and 'C'. The fenced area will be accessible through a keycode activated retractable gate. Street trees shall be planted along the three road rights-of-way and a landscaping screen will be planted along southern site boundary. Smaller landscaped areas will be provided within the medians in the parking areas. Two screened dumpster pads will be constructed. Storm water quality management will be provided in accordance with the County Regulations. Storm water quantity management is already provided by the Industrial Park system. Water and sanitary service lines will be installed in accordance with the Jefferson County PSD requirements.

### **14. Intended Land Uses**

The land is intended to be used for office/warehouse condominiums.

### **15. Intended Earthwork that would alter the Natural Topography**

Cutting and filling of approximately 75% of the site will be required in order to grade a relatively flat pad for the building and parking areas. Maximum cuts are approximated to be 4' and maximum fills are approximated to be 8'. The site plan has been engineered to minimize the grading as much as possible.

### **16. Proposed Covenants and Restrictions**

Please see attached draft of the proposed covenants and restrictions in Appendix D.

### **17. Tentative Development and Construction Schedule**

It is anticipated at this time that the entire project will be constructed in one phase. However, the developer wishes to retain the right to develop one building at a time if the market is soft. Units will be sold as expeditiously as possible.

**18. Market Surveys and Feasibility Studies**

The developer has been in the development business for over five years in Jefferson County. A market analysis for this project has been prepared and indicates that a shortage of buildable lots for small commercial businesses exists and that development of this type is needed in this area. See Appendix E for Market Analysis.

**19. Anticipated Project Costs**

The preliminary construction cost estimate for the project is:

Site Development	= \$	562,500
Office Buildings	=	<u>3,596,800</u>
Total	\$	4,159,300

**20. Anticipated Funding Sources**

The funding will be provided by the developer utilizing private lending institutions.

## **B. Relationship to the Community – Physical Impacts**

### **1. Earthwork**

The earthwork will be limited to only that necessary for the construction of the buildings and other infrastructure. The site is fairly clear at this time. 100% of the site will be stripped. Blasting may be necessary at times for the construction of building pads, parking areas and utility lines, but it should not be extensive, and will not be done unless necessary. If blasting becomes necessary, it will be done in accordance with NFPA 495: Explosive Materials Code 2006 as regulated by the State Fire Marshal's Office. Storm water management facilities will be provided in accordance with the requirements, as will soil and erosion control measures during construction. Drainage from the site will continue to be from the east to the west (towards the drainage channel) as it was before construction.

### **2. Conversion of Farm Land**

This land has not been used for farming since the Industrial Park was constructed in the early 1990's.

### **3. Wildlife Populations and Endangered Species**

This tract of land is occasionally visited by the typical Jefferson County wildlife that includes whitetail deer, skunks, raccoons, opossums, groundhogs, squirrels, foxes, and turkeys. As these species have proven themselves to be highly adaptable to the development of this region, it is highly unlikely that this project will have an adverse effect on these species. On the contrary, based on observation in the general area, it seems that the population of these species continues to grow as hunting pressure decreases due to development. The WVDNR indicates that there are no known records of any rare, threatened and endangered species on this property. However, they warn that the Madison Cave isopod may occur in the project area as it has been known to inhabit pockets of groundwater in Karst areas such as those found in Jefferson County. The letter from the WVDNR has been included in Appendix L.

#### **4. Ground Water and Surface Water**

There are no reported water contamination problems within 1000 feet of this development. See Appendix F for letters from the WV State Division of Health and the Jefferson County Health Department. The following surface water sensitive areas are located within a one-mile radius of the development per the National Wetlands Inventory Map: (1) a freshwater emergent wetland (PEM5A) approximately 1 mile to the east of the project and (2) two freshwater ponds (PUBHH) approximately 0.5 miles to the northwest of the project. A copy of the wetlands map is provided in Appendix G. Storm water quantity management for the site is provided in the Burr Industrial Park (JCPC File number 88-68) pond constructed as part of the original park infrastructure. Storm water quality treatment for the first one-half inch of runoff from paved areas or other areas used as traveled ways, vehicle parking areas and materials storage (as required in Section 8.2.c.1(e) of the Subdivision Ordinance) will be provided in a small basin on the west side of the property.

#### **5. Compatibility of the Project in Terms of Land Use**

The construction of office/warehouse buildings in the industrial park is in accordance with the Comprehensive Plan and the Zoning Regulations. The visual appearance should be favorable, as every effort will be made to blend the buildings into the existing industrial architecture in the area. Street trees shall be provided along all road frontages and landscaping screens will be provided according to the guidelines of the Zoning Ordinance.

#### **6. Impact on Sensitive Natural Areas**

As there are no known sink-holes, wetlands, water recharge areas or streams on this property, this project should have no impact on any of these items. A letter from the NRCS regarding sinkholes as well as a wetlands map is provided in Appendix G. Per the recommendation of the NRCS, a site-visit was conducted to ground proof the data and check for additional sinkholes that may have formed since the NRCS sinkhole study was conducted. The site visit revealed no evidence of sinkholes.

## **C. Relationship to the Community – Social Impacts**

### **7. Demand on Schools**

This subdivision will generate no children for the Jefferson County School System.

### **8. Traffic Impact Data**

- a. The most current available Average Daily Traffic (ADT), from the 2005 Count, for WV County Route 8 (Wiltshire Road), taken approximately 1 mile south of this development is 1,800.
- b. Trip generation is estimated based on 78 office/warehouse units totaling 41,472 sf is as follows:

#### Peak Hour Estimate:

41,472 sf @ 2.82 trips per 1000 sf = 117 trips/hour

#### Average Daily Traffic (ADT)

41,472 @ 17.7 trips per 1000 sf = 734 ADT

- c. This project will access Wiltshire Road, which intersects with WV Route 9 at the traffic light approximately 0.6 miles north. This is the key intersection for this project. Upon completion of the new WV Route 9, most traffic will use the new road, which interchanges with Wiltshire Road just before the old WV Route 9.
- d. There are no Highway Problem Areas within one mile of this project according to Map 3 “Highway Problem Areas” and Table 2 “Highway Problem Areas” in the 2004 Jefferson County Comprehensive Plan. A copy of the map and table has been provided in Appendix J.
- e. Because trip generation in the peak hour indicates less than 150 trips, further traffic counts or studies are not required for this project.

### **9. Demographic Impact**

This project will have no direct demographic impact.

## **10. Health and Emergency Services**

Emergency ambulance services are provided by the Independent Fire Company, which is located in Charles Town. Jefferson Memorial Hospital, located in Charles Town, is only about 8 miles away. See letters from Independent Fire Company and Jefferson Memorial Hospital in Appendix H.

## **11. Fire Protection**

Fire services will be provided by both Citizens and Independent Fire Companies, both located in Charles Town. See letter in Appendix H from Independent Fire Company. (Citizens Fire Company had not responded to our request for comments at the time of this submittal – the letter requesting comment from Citizens has been provided in Appendix H.)

## **12. Police Protection**

Police protection will be provided by the Jefferson County Sheriff's office, with backup from the WV State Police. See letters in Appendix H from the Jefferson County Sheriff's office and the WV State Police.

## **13. Trash Removal**

Trash removal will be provided by Waste Management Inc. Waste Management provides commercial trash removal services in Jefferson County.

## **14. Electrical Service**

Electrical service will be provided by Allegheny Power.

## **15. Telephone Service**

Telephone service will be provided by Frontier Communications Telephone Systems.

## **16. Sewer and Water Service**

Sewer service will be provided by the Jefferson County Public Service District (JCPSD). Water service will be provided by Jefferson Utilities, which recently purchased the private water utility that served this area for several years. The developer will be responsible for the installation of the service lines, and the respective utilities will take them over for maintenance. See letters of availability from JCPSD and Jefferson Utilities in Appendix K.

## **17. Relationship of the Project to the Comprehensive Plan**

The Comprehensive Plan lists the following goals and recommendations (Section III, Industrial and Commercial Land Use):

- Concentrate most future commercial growth near the existing main retail centers. (pg.112)
- Locate commercial development along or near adequate transportation routes and in areas where future sewer and water construction is most likely to occur. (pg.113)

This project lies within one of the designated growth areas of the County, is adjacent to existing commercial development, is located on adequate existing transportation routes and is adjacent to adequate water and sewer utilities. Therefore, it should be considered as compatible with the Comprehensive Plan.

## **18. Housing Supply and Demand**

This project will have no direct bearing on the housing supply and demand.

## **19. Proximity to known Historic Features**

According to the 2004 Jefferson County Comprehensive Plan Map of the National Register of Historic Places, there are no historic sites within 500 feet of the project. See Map of National Register of Historic Places along with listing in Appendix I. Approximately 1100' to the east of the property at 475 West Burr Boulevard, there is a structure known as the James Burr House, constructed by James Burr, one of the sons of Peter Burr. This home is not on the National Register of Historic Places. The James Burr House has been shown on the Location Map in Appendix A. There are no known cemeteries or human graves on the property.

## **20. Recreation**

This project is strictly a business park and does not provide any recreational amenities.

## **D. Relationship to the Community – Economic Impacts**

### **21. Property Tax Evaluation**

It is estimated that the development will generate \$ 99,177 in commercial property taxes based on the following:

- a. Jefferson County Property Tax Guide, Class III Rates
- b. Appraised Value of Project: \$6,853,000 (with offices)
- c. Assessed Value (60% of above): \$4,111,800
- d. Total County Tax Rate: 2.412/\$100 (2006 Rate)
- e. Tax Computation: \$99,177

### **22. Anticipated Bank Deposits**

It is anticipated that the majority of the occupants will make use of the local banks, thereby increasing deposits. The majority of business loans in this area are also financed locally.

### **23. Anticipated Local Spending**

At this time, it would be assumed that the majority of the services and supplies will be through local suppliers and contractors, thus helping the local economy.

### **24. Local Employment Implications**

It is anticipated that the construction of the entire infrastructure, as well as all of the buildings will be done by local contractors, thus helping with local employment needs. The intent of the professional offices and commercial sites is to provide quality locations for locals to practice. If one assumes 2 to 3 workers per business, a total of 160 permanent jobs could be created.

### **25. Expected changes in Property Values**

A development of this nature should cause property values to rise, since the addition of the office building complex will add value to the undeveloped land.

APPENDIX  
A

LOCATION MAP



0 500'

SCALE:

WILTSHIRE ROAD (WV CO. RTE. 8)

McGARRY BLVD.

WV ROUTE 9 (CHARLES TOWN ROAD)

JAMES BURR HOUSE

WEST BURR BOULEVARD



TETRA COMMERCIAL  
CONDOMINIUM SUBDIVISION  
(LOT 23 - BURR PARK)

**TETRA COMMERCIAL CONDOMINIUM SUBDIVISION**  
**LOCATION MAP**  
JEFFERSON COUNTY, WEST VIRGINIA

DESIGNED BY: R.P.P. DRAWN BY: R.P.P.  
CHECKED BY: R.W.K. CHECKED BY: R.W.K.

DATE: 01-19-07  
SCALE: 1" = 500'



**ALPHA**  
ASSOCIATES, INCORPORATED  
ARCHITECTS • ENGINEERS • SURVEYORS

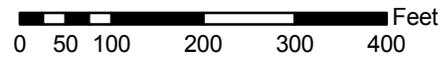
535 WEST KING STREET  
MARTINSBURG, WV 25401

**APPENDIX  
B**

**SOILS MAP AND REPORTS**

# SOIL SURVEY OF JEFFERSON COUNTY, WEST VIRGINIA

## Tetra Commercial Condominium Soils Map



# SOIL SURVEY OF JEFFERSON COUNTY, WEST VIRGINIA

## Tetra Commercial Condominium Soils Map

### MAP LEGEND

	Soil Map Units
	Cities
	Interstate Highways
	Roads
	Rails
	Water
	Hydrography
	Oceans
	Escarpment, bedrock
	Escarpment, non-bedrock
	Gulley
	Levee
	Slope
	Blowout
	Borrow Pit
	Clay Spot
	Depression, closed
	Eroded Spot
	Gravel Pit
	Gravelly Spot
	Gulley
	Lava Flow
	Landfill
	Marsh or Swamp
	Miscellaneous Water
	Rock Outcrop
	Saline Spot
	Sandy Spot
	Slide or Slip
	Sinkhole
	Sodic Spot
	Spoil Area
	Stony Spot
	Very Stony Spot
	Perennial Water
	Wet Spot

### MAP INFORMATION

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>

Coordinate System: UTM Zone 18

Soil Survey Area: Jefferson County, West Virginia  
 Spatial Version of Data: 2  
 Soil Map Compilation Scale: 1:24000

Map comprised of aerial images photographed on these dates:  
 4/11/1988

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend Summary

## Jefferson County, West Virginia

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Fk	Funkstown silt loam	0.7	13.4
HbB	Hagerstown silt loam, 3 to 8 percent slopes	0.4	7.6
HrC	Hagerstown-Rock outcrop complex, 8 to 15 percent slopes	3.5	64.9
Ua	Udorthents, smoothed	0.8	14.1

## Component Legend

Jefferson County, West Virginia

Map unit symbol and name	Pct. of map unit	Component name	Component kind	Pct. slope		
				Low	RV	High
<b>Fk:</b>						
Funkstown silt loam						
	80	Funkstown, silt loam	Series	0	1	3
	15	Toms, silt loam	Series	0	2	3
	5	Holly, loam	Series	0	1	3
<b>HbB:</b>						
Hagerstown silt loam, 3 to 8 percent slopes						
	85	Hagerstown, silt loam	Series	3	5	8
	5	Duffield, silt loam	Series	3	5	8
	5	Funkstown, silt loam	Series	3	5	8
	5	Opequon, silty clay loam	Series	3	5	8
<b>HrC:</b>						
Hagerstown-Rock outcrop complex, 8 to 15 percent slopes						
	65	Hagerstown, silt loam	Series	8	11	15
	20	Rock outcrop	Miscellaneous area	8	11	15
	10	Opequon, silty clay loam	Series	8	11	15
	5	Funkstown, silt loam	Series	3	5	8
<b>Ua:</b>						
Udorthents, smoothed						
	90	Udorthents	Taxon above family	---	---	---
	10	Urban land	Miscellaneous area	3	9	15

# Map Unit Description

Jefferson County, West Virginia

## **Fk Funkstown silt loam**

### **Setting**

Landscape: Karst, river valleys  
Elevation: 270 to 600 feet  
Mean annual precipitation: 33 to 46 inches  
Mean annual air temperature: 40 to 64 degrees F  
Frost-free period: 141 to 168 days

### **Composition**

Funkstown, silt loam, and similar soils: 80 percent  
Minor components: 20 percent

### **Description of Funkstown, silt loam**

#### **Setting**

Landform: Drainageways  
Landform position (two-dimensional): Toeslope  
Down-slope shape: Concave  
Across-slope shape: Concave  
Parent material: Loamy alluvium derived from limestone

#### **Properties and Qualities**

Slope: 0 to 3 percent  
Drainage class: Moderately well drained  
Capacity of the most limiting layer to transmit water (Ksat): Moderately high or high (0.57 to 1.98 in/hr)  
Depth to water table: About 24 to 42 inches  
Frequency of flooding: Frequent  
Frequency of ponding: None  
Calcium carbonate maximum: 0 percent  
Gypsum maximum: 0 percent  
Available water capacity: High (about 9.6 inches)

#### **Interpretive Groups**

Land capability (non irrigated): 2w  
Other vegetative classification: Moist Loams (ML2)

#### **Typical Profile**

0 to 12 inches: silt loam  
12 to 29 inches: gravelly silt loam  
29 to 45 inches: silty clay loam  
45 to 80 inches: channery silt loam

### **Minor Components**

#### **Toms, silt loam soils**

Percent of map unit: 15 percent  
Landform: Drainageways  
Landform position (two-dimensional): Toeslope  
Down-slope shape: Linear  
Across-slope shape: Concave

#### **Holly, loam soils**

Percent of map unit: 5 percent  
Landform: Flood plains  
Landform position (two-dimensional): Toeslope  
Down-slope shape: Concave  
Across-slope shape: Concave  
Other vegetative classification: Wetlands (W1)

# Map Unit Description

Jefferson County, West Virginia

## **HbB Hagerstown silt loam, 3 to 8 percent slopes**

### **Setting**

Landscape: Karst  
Elevation: 300 to 600 feet  
Mean annual precipitation: 33 to 46 inches  
Mean annual air temperature: 40 to 64 degrees F  
Frost-free period: 141 to 168 days

### **Composition**

Hagerstown, silt loam, and similar soils: 85 percent  
Minor components: 15 percent

### **Description of Hagerstown, silt loam**

#### **Setting**

Landform: Hillslopes  
Landform position (two-dimensional): Backslope, summit  
Down-slope shape: Convex  
Across-slope shape: Convex  
Parent material: Clayey residuum weathered from limestone

#### **Properties and Qualities**

Slope: 3 to 8 percent  
Drainage class: Well drained  
Capacity of the most limiting layer to transmit water (Ksat): Moderately high or high (0.60 to 2.00 in/hr)  
Calcium carbonate maximum: 0 percent  
Gypsum maximum: 0 percent  
Available water capacity: High (about 10.3 inches)

#### **Interpretive Groups**

Land capability (non irrigated): 2e  
Other vegetative classification: Moist Loams (ML2)

#### **Typical Profile**

0 to 4 inches: silt loam  
4 to 14 inches: silt loam  
14 to 65 inches: silty clay

### **Minor Components**

#### **Opequon, silty clay loam soils**

Percent of map unit: 5 percent  
Landform: Upland slopes  
Landform position (two-dimensional): Backslope  
Down-slope shape: Convex  
Across-slope shape: Convex

#### **Funkstown, silt loam soils**

Percent of map unit: 5 percent  
Landform: Drainageways  
Landform position (two-dimensional): Toeslope  
Down-slope shape: Concave  
Across-slope shape: Concave

#### **Duffield, silt loam soils**

Percent of map unit: 5 percent  
Landform: Hillslopes  
Landform position (two-dimensional): Backslope, summit  
Down-slope shape: Convex  
Across-slope shape: Convex  
Other vegetative classification: Moist Loams (ML2)

# Map Unit Description

Jefferson County, West Virginia

## **HrC Hagerstown-Rock outcrop complex, 8 to 15 percent slopes**

### **Setting**

Landscape: Karst  
Elevation: 300 to 600 feet  
Mean annual precipitation: 33 to 46 inches  
Mean annual air temperature: 40 to 64 degrees F  
Frost-free period: 141 to 168 days

### **Composition**

Hagerstown, silt loam, and similar soils: 65 percent  
Rock outcrop: 20 percent  
Minor components: 15 percent

### **Description of Hagerstown, silt loam**

#### **Setting**

Landform: Hillslopes  
Landform position (two-dimensional): Backslope, summit  
Down-slope shape: Convex  
Across-slope shape: Convex  
Parent material: Clayey residuum weathered from limestone

#### **Properties and Qualities**

Slope: 8 to 15 percent  
Drainage class: Well drained  
Capacity of the most limiting layer to transmit water (Ksat): Moderately high or high (0.60 to 2.00 in/hr)  
Calcium carbonate maximum: 0 percent  
Gypsum maximum: 0 percent  
Available water capacity: High (about 10.3 inches)

#### **Interpretive Groups**

Land capability (non irrigated): 3e  
Other vegetative classification: Moist Loams (ML2)

#### **Typical Profile**

0 to 4 inches: silt loam  
4 to 14 inches: silt loam  
14 to 65 inches: silty clay

### **Description of Rock outcrop**

#### **Properties and Qualities**

Slope: 8 to 15 percent  
Depth to restrictive feature: 0 to 0 inches to Lithic bedrock  
Capacity of the most limiting layer to transmit water (Ksat): Moderately low or high (0.06 to 5.95 in/hr)  
Frequency of flooding: None  
Gypsum maximum: 0 percent

#### **Interpretive Groups**

Land capability (non irrigated): 8s

#### **Typical Profile**

0 to 60 inches: unweathered bedrock

### **Minor Components**

#### **Opequon, silty clay loam soils**

Percent of map unit: 10 percent  
Landform: Upland slopes  
Landform position (two-dimensional): Backslope  
Down-slope shape: Convex  
Across-slope shape: Convex

#### **Funkstown, silt loam soils**

Percent of map unit: 5 percent  
Landform: Drainageways

# Map Unit Description

Jefferson County, West Virginia

Landform position (two-dimensional): Toeslope  
Down-slope shape: Concave  
Across-slope shape: Concave

## **Ua      Udorthents, smoothed**

### **Setting**

Mean annual precipitation: 33 to 46 inches  
Mean annual air temperature: 40 to 64 degrees F  
Frost-free period: 141 to 168 days

### **Composition**

Udorthents and similar soils: 90 percent  
Minor components: 10 percent

### **Description of Udorthents**

#### **Minor Components**

##### **Urban land**

Percent of map unit: 10 percent

## Map Unit Description (Brief, Generated)

Jefferson County, West Virginia

[Minor map unit components are excluded from this report]

**Map unit:** Fk - Funkstown silt loam

**Component:** Funkstown, silt loam (80%)

*The Funkstown, silt loam component makes up 80 percent of the map unit. Slopes are 0 to 3 percent. This component is on drainageways on karst. The parent material consists of loamy alluvium derived from limestone. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is low. This soil is frequently flooded. It is not ponded. A seasonal zone of water saturation is at 33 inches during January, February, March, April, May, December. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria.*

**Map unit:** HbB - Hagerstown silt loam, 3 to 8 percent slopes

**Component:** Hagerstown, silt loam (85%)

*The Hagerstown, silt loam component makes up 85 percent of the map unit. Slopes are 3 to 8 percent. This component is on hillslopes on karst. The parent material consists of clayey residuum weathered from limestone. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria.*

**Map unit:** HrC - Hagerstown-Rock outcrop complex, 8 to 15 percent slopes

**Component:** Hagerstown, silt loam (65%)

*The Hagerstown, silt loam component makes up 65 percent of the map unit. Slopes are 8 to 15 percent. This component is on hillslopes on karst. The parent material consists of clayey residuum weathered from limestone. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria.*

**Component:** Rock outcrop (20%)

*Generated brief soil descriptions are created for major soil components. The Rock outcrop is a miscellaneous area.*

**Map unit:** Ua - Udorthents, smoothed

**Component:** Udorthents (90%)

*The Udorthents component makes up 90 percent of the map unit. Slopes are Depth to a root restrictive layer is greater than 60 inches. Available water to a depth of 60 inches is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. This soil does not meet hydric criteria.*

APPENDIX

C

EXISTING COVENANTS AND  
RESTRICTIONS FOR BURR  
INDUSTRIAL PARK

## COVENANTS AND RESTRICTIONS FOR THE BURR INDUSTRIAL PARK

The following covenants and restrictions shall run with the land, be binding on all grantees, their heirs and assigns:

1. The Burr Industrial Park is a subdivision exclusively for industries, commercial establishments and office facilities which have characteristics that will not be offensive to other occupants in the Park or to land uses on neighboring properties. Land uses must comply with the Jefferson County Zoning Ordinance governing industrial and commercial land use.

2. Any industry seeking location in the Park must submit a Site Application to the Jefferson County Development Authority for review and approval. The Site Application must include at a minimum:

A narrative description of the project, including the product to be produced or the nature of the business; size of lot required; approximate size and type of construction of building; and projected employment.

3. JCDA will review the Site Application and also the performance characteristics of the industry according to fire hazard, smoke or atmospheric emission, glare, noise, odor, dust, vehicular or traffic requirements, liquid, solid or hazardous waste, visibility, vibration, heat, and electrical static. A decision to accept or reject the industry and Site Application as submitted will be transmitted in writing to the industry.

4. Each industry or company must submit a site plan to the Jefferson County Planning Commission and fulfill all other requirements of the Planning Commission necessary to obtain an Improvement Location Permit. Said site plan must also be submitted to the JCDA staff as part of the site Application.

5. By accepting ownership of any tract, the owner agrees to accept automatic membership in the Burr Industrial Park Owner's Association and agrees to endorse and accept the obligations established by these covenants.

6. The general powers and duties of the Burr Industrial Park Owner's Association will be to enforce these covenants, own and control any rights of way received by deed as successor to the developer, provide for road and drainage maintenance, and snow removal, determine and collect assessments from members required for the purpose of maintaining roads and drainage, enforce collection of assessments and have such other powers and bylaws as its members shall determine by majority vote. Representation in the Burr Industrial Park Owner's Association shall be according to acreage owned with one vote to be granted for every five acres or less owned, and an additional vote for every additional five acres owned. Assessments shall vary based upon the use of the property, i.e. commercial, office or industrial, from highest to lowest respectively.

7. At such time as seventy-five percent (75%) of the saleable tracts are conveyed by the Building Commission from the industrial park, the Building Commission will convey title to all road rights of way to the Burr Industrial Park Owner's Association unless, at such time, the roads have been conveyed to the West Virginia Department of Transportation, Division of Highways.

8. The sewage treatment system serving the Burr and Bardane Industrial Parks are designed to serve only the requirements of employees and customers of companies within the Park. No industrial waste will be accepted into the system. Any industrial waste generated by an industry must be physically removed from the industrial park at the expense of the industry and properly disposed of elsewhere.

9. Water and sewer service lines are tapped and extended to tract boundaries as indicated on the final plat. Any tract owner requiring a different tap location must bear the cost of construction and must conform to construction specifications of JCDA and the public utility corporation serving the industrial park. Each tract owner is responsible for the cost of installation and maintenance of the necessary size water meter.

10. Construction and maintenance of water and sewer lines within the boundaries of a tract shall be the responsibility of the tract owner.

11. The public utility corporation serving the industrial park shall be responsible for billing and collecting water and sewer fees as approved by the West Virginia Public Service Commission.

12. All areas of a tract not improved for vehicular use or covered by a building or structure shall be landscaped and attractively maintained by the tract owner.

13. Tract entrances and exits, as well as on-site parking, driving and loading surfaces, shall be dust free and maintained in an attractive, useful condition without potholes, mud areas or broken pavement. Construction and maintenance of such surfaces shall be the responsibility of the tract owner.

14. All landscaping and earthwork must be complete within 18 months after commencement of building construction.

15. No building or structure may remain incomplete and unfinished on the exterior for more than one year after commencement of building construction.

16. All buildings must be constructed on a masonry foundation. No temporary buildings are permitted except those associated with construction, and only during the construction period.

17. Signs shall contain only the name of the business or the principal businesses conducted on the premises and shall comply in all other ways with the ordinances of the Jefferson County Planning Commission.

18. Amendments to these covenants may be made upon the written approval of such an amendment by two-thirds of the property owners within the park.

19. The area of land covered by buildings, structures, storage areas, parking and loading facilities and driveways shall not exceed 60% of the total tract area for industrial lots and 90% of tract area for commercial and office lots.

20. Building construction shall begin within one year from the date the property is purchased. If this performance standard is not met by the purchaser, the Jefferson County Building Commission or the Jefferson County Development Authority has the option of purchasing the property back at the original sales price.

21. If the grantee or its successors or assigns or any lessee or occupant of any part of such real estate or any other person should violate any of the covenants, conditions and restrictions contained herein, it shall be lawful and permissible for the Jefferson County Development Authority any owner adjacent to that real estate on which such violation occurring or contemplated, or the owner or occupant of any other real estate in said Burr Industrial Park, regardless of whether adjacent thereto, or any one or more of such persons, to prosecute any proceedings at law or in equity against the person or persons violating any of these restrictions for any remedies that are available including, but not limited to, actions for injunctive relief and damages. The Jefferson County Development Authority shall be entitled to recover from any person or persons violating or attempting to violate any of these covenants, conditions and restrictions all attorneys fees, costs and expenses, incurred by said Jefferson County Development Authority with respect to securing the enforcement of or the compliance with these covenants, conditions and restrictions or with respect to any actions, either of law or in equity, commenced by it for such purpose or purposes.

22. No materials, inventory, goods in process, semi-manufactured items, finished products, plant equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained or accumulated or any part of said real estate outside of buildings erected thereon, except where prior written approval of the Jefferson County Development Authority or its successor is secured after adequate screen planting, fencing, setbacks and compliance with any other conditions required therefor by the Approval Committee.

**APPENDIX  
D**

**PROPOSED COVENANTS AND  
RESTRICTIONS**

**DECLARATION ESTABLISHING  
TETRA CONDO OFFICE FLEX BUILDING**

**BURR INDUSTRIAL PARK,  
JEFFERSON COUNTY, WEST VIRGINIA**

**BY**

**THE TETRA GROUP TWO, LLC,**  
a Virginia limited liability company

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**DECLARATION ESTABLISHING  
TETRA CONDO OFFICE FLEX BUILDING**

**BURR INDUSTRIAL PARK,  
JEFFERSON COUNTY, WEST VIRGINIA**

THIS DECLARATION ESTABLISHING TETRA CONDO OFFICE FLEX BUILDING is made as of \_\_\_\_\_, 200\_\_, by THE TETRA GROUP TWO, LLC, a Virginia limited liability company (“Declarant”).

Recitals

A. Declarant owns 5.344 acres of land described on Exhibit A attached hereto and made a part hereof and certain improvements thereon situate at Burr Industrial Park in Charles Town Tax District of Jefferson County, West Virginia.

B. Declarant desires to create a condominium on the Property pursuant to the West Virginia Common Interest Ownership Act, Chapter 36B of the Code of West Virginia of 1931, as the same may be amended from time to time.

C. Declarant deems it necessary and desirable to subject the Property to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.

Declaration

In consideration of the foregoing, Declarant hereby declares as follows:

ARTICLE I  
DECLARATION

1.01 Declaration

Declarant hereby submits the Property to the provisions of the Act and hereby creates a condominium named “Tetra Condo Office Flex Building” on the Property and declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges, liens and other provisions of this Declaration. The address of the Condominium is Burr Industrial Park.

1.02 Covenants Running with the Land.

All covenants, conditions, restrictions, reservations, easements, charges, liens and other provisions of this Declaration are covenants running with the land. The obligations, burdens and benefits created by this Declaration shall bind and inure to the benefit of Declarant, the Owners (as such term is defined below), the Association (as such term is defined below) and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

ARTICLE II  
DEFINITIONS

2.01 Basic Definitions.

As used in this Declaration, the following terms have the meanings given to them in this Section 2.01.

(a) “Act” means the West Virginia Common Interest Ownership Act, Chapter 36B of the Code of West Virginia of 1931, as the same may be amended from time to time.

(b) “Area” of a Unit means the total number of square feet of such Unit as shown on the Maps, or if the square footage of a Unit is not shown on the Maps, then “Area” means the total number of square feet of such Unit as determined by the Executive Board.

(c) “Articles” means the articles of incorporation of the Association, as the same may be amended from time to time.

(d) “Assessment” means a General Assessment, a Special Assessment or a Default Assessment levied and assessed pursuant to Article VII below.

(e) “Assessment Lien” means the lien of the Association on a Unit described in Section 7.08 below.

(f) “Association” means Tetra Condo Office Flex Building Association, a West Virginia nonprofit corporation, and its successors and assigns.

(g) “Association Documents” means this Declaration, the Articles, the Bylaws and the Rules and Regulations, as the same may be amended from time to time.

(h) “Bylaws” means the bylaws of the Association, as the same may be amended from time to time.

(i) “Common Elements” means the General Common Elements and the Limited Common Elements.

(j) “Common Expenses” means:

(i) any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Elements; (B) providing facilities, services and other benefits to Owners; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the Assessments, charges and liens imposed pursuant hereto; (E) regulating and managing the Condominium; and (F) operating the Association; and

(ii) reserves for any such costs, expenses and liabilities.

(k) “Condominium” means Tetra Condo Office Flex Building, the common interest community created on the Property by this Declaration, consisting of the Units and the Common Elements.

(l) “Declarant” means The Tetra Group Two, LLC, a Virginia limited liability company, and its successors and assigns.

(m) “Declaration” means this Declaration Establishing Tetra Condo Office Flex Building, as the same may be amended from time to time.

(n) “Default Assessment” has the meaning given to that term in Section 7.06 below.

(o) “Director” means a duly elected or appointed member of the Executive Board.

(p) “Executive Board” means the Board of Directors of the Association.

(q) “First Mortgage” means any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

(r) “General Assessment” means an Assessment levied and assessed against a Unit pursuant to Section 7.04 below.

(s) “General Common Elements” means all of the Condominium, other than the Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements include, without limitation:

(i) the Land;

(ii) all Improvements, including, without limitation all foundations, columns, girders, beams, supporting walls, utility systems, mechanical systems, sprinkler systems, exhaust and ventilation systems, storage areas, roofs, chimneys, drainage facilities, patios, balconies, decks, porches, courtyards, stoops, exits and entrances, except for those Improvements that are designated by the Act, by this Declaration or by the Maps as Units or as Limited Common Elements; and

(iii) any parcels of real property and improvements and fixtures located thereon (A) that are owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to this Declaration or a lease, license, easement or other agreement, and (B) that are used or possessed by the Association for the benefit of all Owners.

(t) “Guest” means any employee, agent, independent contractor, lessee, customer or invitee of an Owner.

(u) “Improvement” means any building, structure or other improvement (including all fixtures and improvements contained therein).

(v) “Interest in General Common Elements” means the undivided interest in the General Common Elements appurtenant to each Unit determined in accordance with the terms and conditions of Section 3.02 below.

(w) “Jefferson County Records” means the Office of the Clerk of the County Commission of Jefferson County, West Virginia.

(x) “Land” means the real property located in Jefferson County, West Virginia, that is described Exhibit A and shown as such on Exhibit B attached hereto and made a part hereof; and

(y) “Limited Common Elements” means portions of the Common Elements allocated by this Declaration or by operation of the Act for the exclusive use of one or more Units, but fewer than all of the Units. Without limiting the generality of the foregoing, “Limited Common Elements” include, without limitation:

(i) any shutters, awnings, window boxes, window and doors located at the boundaries of Units, utility systems, mechanical systems, exhaust and ventilation systems, fireplaces, recreational facilities, elevators, waiting areas, storage spaces, restrooms, entrances, exits, walkways, patios, and other areas and Improvements that are designed to serve fewer than all of the Units; and

(ii) any parcels of real property and improvements and fixtures located thereon (A) that are owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to this Declaration or a lease, license, easement or other agreement, including without limitation, those parcels of real property that are described in the Easement Agreement, and (B) that are used or possessed by the Association for the benefit of Owners of fewer than all of the Units; and

(iii) any physical portion of the Condominium, that is designated on the Maps as “Limited Common Element” or “LCE.”

If any chute, flue, duct, wire, conduit, bearing wall, bearing column or other structural component, any portion of a mechanical system or any fixture lies partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the General Common Elements. Non-structural walls located wholly within a Unit are Limited Common Elements appurtenant to the Unit in which they are located.

(z) “Majority,” whether or not capitalized, means any percentage greater than 50 percent.

(aa) “Maps” means the survey and condominium map of Tetra Condo Office Flex Building attached hereto and made a part hereof as Exhibit B and Exhibit C, as the same may be amended from time to time.

(bb) “Mortgage” means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

(cc) “Mortgagee” means any Person named as a mortgagee or beneficiary in any Mortgage or any successor to the interest of any such Person under a Mortgage.

(dd) “Officer” means a duly elected or appointed officer of the Association.

(ee) “Owner” means the record holder of legal title to the fee simple interest in any Unit or portion thereof. If there is more than one record holder of legal title to a Unit, each record holder

shall be an Owner. The term “Owner” includes Declarant to the extent that Declarant is the record holder of legal title to the fee simple interest in a Unit.

(ff) “Person” means any natural person, corporation, partnership, limited liability company, association, trust, trustee, governmental or quasi-governmental entity or any other entity capable of owning real property under the laws of the State of West Virginia.

(gg) “Property” means:

- (i) the Land;
- (ii) the Improvements; and
- (iii) the easements and rights described on Exhibit D.

(hh) “Purchaser” means a Person, other than Declarant or a Successor Declarant, who acquires legal title to the fee simple interest in any Unit or portion thereof.

(jj) “Rules and Regulations” means any instruments adopted by the Association for the regulation and management of the Condominium, as the same may be amended from time to time.

(kk) “Share of Common Expenses” means the share of Common Expenses allocated to each Unit in accordance with the terms and conditions of Section 7.02 below.

(ll) “Special Assessment” has the meaning given to that term in Section 7.05 below.

(mm) “Special Declarant Rights” means all “special declarant rights (as such term is defined in the Act) that Declarant reserves for itself and its successors and assigns in this Declaration.

(oo) “Successor Declarant” means any Person who succeeds to any Special Declarant Right.

(pp) “Total Condominium Area” means the Area of all Units in the Condominium, as determined in accordance with paragraph 2.01(b) above.

(qq) “Unit” means a physical portion of the Condominium that:

- (i) is created by this Declaration;
- (ii) is designated for separate ownership; and
- (iii) has boundaries that are described in this Declaration or shown on

the Maps.

If walls, floors or ceilings are designated as boundaries of a Unit, all paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any portion of the finished surfaces thereof are part of the Unit, and all other portions of the walls, floors and ceilings are part of the Common Elements.

## 2.02 Gender and Number.

Wherever the context of this Declaration so requires:

- genders; (a) words used in the masculine gender shall include the feminine and neuter genders;
- genders; (b) words used in the neuter gender shall include the masculine and feminine genders;
- (c) words used in the singular shall include the plural; and
- (d) words used in the plural shall include the singular.

ARTICLE III  
UNITS AND COMMON ELEMENTS

3.01 Units.

(a) Declarant hereby creates 78 Units within the Condominium, the boundaries and identifying numbers of which are shown on the Maps.

(b) No Owner may alter its Unit, subdivide its Unit or relocate the boundaries between its Unit and an adjacent Unit, except as provided by this Declaration or the Act.

(c) Except as expressly provided to the contrary in this Declaration, the Interest in General Common Elements and the right to use Limited Common Elements appurtenant to the Unit may not be partitioned or separated from the Unit or any part thereof.

(d) Notwithstanding anything to the contrary contained in paragraph 3.01(b) above, paragraph 3.01(c) above or elsewhere in this Declaration:

(i) nothing in paragraph 3.01(b) above, paragraph 3.01(c) above or elsewhere in this Declaration shall prevent or limit Declarant's exercise or enjoyment of any Special Declarant Right;

(ii) an Owner may grant its rights to use any General Common Element or any Limited Common Element appurtenant to the Owner's Unit to the Owner's Guests;

(iii) the Owner of a Unit may construct partitions within its Unit and lease separate portions of its Unit to one or more lessees; and

(iv) the Owner of a Unit may assign all or a portion of the voting rights allocated to the Unit to one or more lessees to whom the Owner leases all or a portion of its Unit.

3.02 Interests in General Common Elements.

(a) The Interests in General Common Elements shall be allocated among the Units as set forth in this Section 3.02. The Interest in General Common Elements appurtenant to a Unit shall be expressed as a percentage and calculated in accordance with the following formula:

$$\frac{\text{Interest in General Common Elements}}{\text{Common Elements}} = \left( \frac{\text{Area of the Unit}}{\text{Total Condominium Area}} \right) \times 100\%$$

(b) The Interests in General Common Elements appurtenant to the 78 Units of the Condominium are set forth on Exhibit E attached hereto and made a part hereof.

(c) If any Units are withdrawn from the Condominium, the Interests in General Common Elements for all Units within the Condominium after such addition or withdrawal shall be recalculated in accordance with the formulas set forth in paragraph 3.02(a) above.

(d) Except as expressly provided to the contrary elsewhere in the Declaration, an Interest in General Common Elements may not be partitioned from the Unit to which it is appurtenant, and any purported conveyance, encumbrance or transfer of an Interest in General Common Elements made without the Unit to which the Interest in General Common Elements is appurtenant shall be void.

### 3.03 Limited Common Elements.

Except as expressly provided to the contrary in this Declaration, the allocation of the Limited Common Elements shown on the Maps or by operation of the Act may not be altered without the consent of all Owners whose Units would be affected by such reallocation, and then, only in accordance with the terms and conditions of the Act.

### 3.04 Separate Taxation of Condominium Units.

Pursuant to the Act, each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

### 3.05 Description of Condominium Units.

To convey, encumber or otherwise affect legal title to a Unit an instrument must describe the Unit in the following or a substantially similar manner:

[Unit \_\_\_\_] of Tetra Condo Office Flex Building, Charles Town Tax District of Jefferson County, West Virginia, according to the Declaration Establishing Tetra Condo Office Flex Building, Burr Industrial Park, Jefferson County, West Virginia, recorded in the Jefferson County Records.

## ARTICLE IV THE ASSOCIATION

### 4.01 Formation of the Association.

Following recordation of the Declaration, Declarant shall form the Association.

### 4.02 Purposes and Powers.

(a) The Association's purposes are:

(i) to manage, operate, insure, improve, repair, replace and maintain the Common Elements;

(ii) to provide certain facilities, services and other benefits to the Owners;

(iii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby;

(iv) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto;

(v) to enter into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements with the Declarant, any governmental or quasi-governmental entity or any other Person, which contemplate the sharing of expenses among the Association and such other Persons for Improvements, facilities and services that serve the Association and such other Persons;

(vi) to take any action that it deems necessary or appropriate to protect the general welfare of Owners; and

(vii) to regulate and manage the Condominium.

(b) Unless expressly prohibited by law or any of the Association Documents, the Association may:

(i) take any and all actions that it deems necessary or advisable to fulfill its purposes;

(ii) exercise any powers conferred on it by the Act or any Association Document; and

(iii) exercise all powers that may be exercised in West Virginia by nonprofit corporations.

(c) Without in any way limiting the generality of paragraph 4.02(b) above, the Association may, but is not obligated to unless otherwise provided herein:

(i) provide or contract for certain facilities and services to the Owners, such as (A) water, sewer, gas, electric, cable television and other utility facilities and services, (B) trash collection facilities and services, and (C) snow removal facilities and services;

(ii) acquire, sell, lease and grant easements over, across and through Common Elements;

(iii) borrow monies and grant security interests in the Common Elements and in the assets of the Association as collateral therefor;

(iv) make capital improvements, repairs and replacements to the Common Elements; and

(v) hire and terminate managing agents and other employees, agents and independent contractors.

4.03 Association Documents.

(a) This Declaration creates the Condominium and certain covenants, conditions, restrictions, reservations, easements, assessments, charges and liens applicable to the Property. The Articles create the Association. The Bylaws provide for the regulation and management of the Association and the Rules and Regulations provide for the regulation and management of the Condominium.

(b) If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles, the Bylaws or the Rules and Regulations, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the Bylaws or the Rules and Regulations, the terms and conditions of the Articles shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of the Rules and Regulations, the terms and conditions of the Bylaws shall control.

4.04 Books and Records.

Upon request, the Association shall allow Owners, Mortgagees and their respective agents to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

ARTICLE V  
VOTING

5.01 Voting.

(a) The total number of votes appurtenant to each Unit shall be 1. The votes allocated to the 78 Units of the Condominium are set forth on Exhibit E attached hereto and made a part hereof.

(b) Each Unit shall be entitled to the number of votes allocated to it in accordance with paragraphs 5.01(a) above, regardless of the number of Owners of the Unit.

(c) The Association shall have no voting rights appurtenant to any Unit owned by the Association.

(d) Notwithstanding anything to the contrary in this Declaration, an Owner may assign its voting rights to any Person by a duly executed proxy timely delivered to the Association.

ARTICLE VI  
EXECUTIVE BOARD

6.01 Number and Election of Directors.

(a) The Executive Board shall consist of 3 Directors. The initial Directors shall hold office until the election or appointment of their successors at the 200\_\_ annual meeting. Thereafter, subject to the terms and conditions of Sections 6.03 and 6.04 below, each Director will hold office for a term of one year and the Owners shall elect the Directors at the annual meetings.

(b) In any election of Directors to the Executive Board, each Unit shall be entitled to the number of votes that is equal to the product obtained by multiplying:

(i) the number of votes allocated to that Unit in accordance with Section 5.01 above, by

(ii) the number of Directors to be elected.

(c) Cumulative voting shall be allowed in the election of Directors to the Executive Board, but for no other purpose. Under cumulative voting, an Owner may cast all of the votes allocated to its Unit in an election of Directors for a single Director position, or otherwise distribute those votes among the candidates for Director positions in any manner the Owner desires.

6.02 Powers of the Executive Board.

(a) Except as provided in this Declaration, the Articles and the Bylaws, the Executive Board may act on behalf of the Association in all instances.

(b) The Executive Board may not act on behalf of the Association to:

(i) amend this Declaration;

(ii) terminate the Association, this Declaration or the Condominium;

(iii) elect Directors to the Executive Board, other than to fill a vacancy for the unexpired portion of any Director's term; or

(iv) determine the qualifications, powers and duties, or terms of office, of Directors.

6.03 Removal of Directors

Notwithstanding any provision of this Declaration or any other Association Document to the contrary, the Owners, by a vote of at least 67% of the votes allocated to all Units, may remove any Director, with or without cause.

6.04 Replacement of Directors.

(a) A vacancy on the Executive Board created by the removal, resignation or death of a Director shall be filled by a Director elected by the remaining Directors.

(b) Any Director elected or appointed pursuant to this Section 6.04 shall hold office for the remainder of the unexpired term of the Director that Director replaced.

ARTICLE VII  
ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS

7.01 Obligations for Assessments.

(a) Each Owner, by accepting a deed to a Unit (whether or not it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed to pay to the Association all:

- (i) General Assessments;
- (ii) Special Assessments;
- (iii) Default Assessments; and
- (iv) other charges,

that the Association is required or permitted to levy or impose on such Owner or such Owner's Unit pursuant to this Declaration or any other Association Document.

(b) Notwithstanding the definition of the term "Owner":

(i) a Person who acquires a Unit in a foreclosure sale shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit commencing on the date of the foreclosure sale; and

(ii) a Person who acquires a Unit by deed-in-lieu of foreclosure shall be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit commencing on the date on which the Owner of the unit executes the deed-in-lieu of foreclosure.

(c) No Owner shall be exempt from liability for any such Assessment or other charges by waiving the use or enjoyment of any Common Element or by abandoning a Unit against which such Assessments or other charges are made.

(d) Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Unit during the period of such Owner's ownership of the Unit. If there is more than one Owner of a Unit, each Owner shall be jointly and severally liable with the other Owners of the Unit for all Assessments and other charges levied on the Unit or any Owner of the Unit.

(e) Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other amount, including all fees and disbursements of attorneys, accountants, appraisers, receivers and other professionals engaged by the Association in connection therewith, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same.

7.02 Shares of Common Expenses.

(a) Except as otherwise set forth in this Declaration, the Association's Common Expenses shall be allocated among the Units as set forth in this Section 7.02. The Share of Common Expenses allocated to a Unit shall be expressed as a percentage and shall be calculated in accordance with the following formula:

$$\text{Shares of Common Expenses} = \left( \frac{\text{Area of the Unit}}{\text{Total Condominium Area}} \right) \times 100\%$$

(b) The Share of Common Expenses attributable to the 3 Units of the Condominium are set forth on Exhibit E attached hereto and made a part hereof.

(c) If any Units are withdrawn from the Condominium or the Area of one or more Units is increased or decreased, the Shares of Common Expenses for all Units within the Condominium after such addition, withdrawal, increase or decrease shall be recalculated in accordance with the formulas set forth in paragraph 7.02(a) above.

7.03 Budgets.

(a) Prior to the first levy of a General Assessment, and thereafter on or before sixty (60) days prior to the start of each fiscal year, the Executive Board shall adopt a proposed annual budget for the Association for the following fiscal year that sets forth:

(i) the Executive Board's estimates of Common Expenses for the next fiscal year;

(ii) the amount of funds for such Common Expenses that the Executive Board proposes to raise through General Assessments; and

(iii) the amount of funds for such Common Expenses that the Executive Board proposes to raise through Special Assessments.

(b) Within thirty days after adopting a proposed annual budget, the Executive Board shall deliver a summary of the proposed annual budget to the Owners and set a date for a meeting of the Owners to consider ratification of the proposed annual budget. The date of such meeting shall not be less than fourteen days nor more than thirty days after the delivery of the summary of the proposed annual budget to the Owners. Unless at that meeting a majority of the votes allocated to all Units rejects the proposed annual budget, the proposed annual budget shall be deemed ratified, whether or not a quorum is present. If the proposed annual budget is rejected, the annual budget last ratified by the Owners shall be deemed renewed for the next fiscal year and shall remain in full force and effect until such time as the Owners ratify a subsequent annual budget proposed by the Executive Board.

(c) If the Executive Board deems it necessary or advisable to amend an annual budget that has been ratified by the Owners under paragraph 7.03(b) above, the Executive Board may adopt a proposed amendment to the annual budget, deliver a summary of the proposed amendment to all Owners and set a date for a meeting of the Owners to consider ratification of the proposed amendment. The date of such meeting shall not be less than fourteen days nor more than sixty days after the delivery of the summary of the proposed amendment. Unless at that meeting a majority of the votes allocated to

all Units, whether or not a quorum is present, rejects the proposed amendment, the proposed amendment shall be deemed ratified.

7.04 General Assessments.

(a) After the Owners ratify an annual budget pursuant to paragraph 7.03(b) above, the Association shall levy an assessment for Common Expenses (a “General Assessment”) on each Unit. The amount of the General Assessment levied against a Unit shall equal the product obtained by multiplying:

(i) the amount set forth in the annual budget ratified by the Owners as the amount of Common Expenses to be raised by General Assessments, by

(ii) that Unit’s Share of Common Expenses.

(b) The Owners shall pay the General Assessments levied against their respective Units in such periodic installments as may be required by the Association.

(c) If the Owners ratify an amendment to the General Assessment portion of an annual budget pursuant to paragraph 7.03(c) above, the amount of the General Assessment levied against each Unit shall be adjusted accordingly, as shall the amount of each Owner’s periodic installments.

(d) If the Owners fail to ratify an annual budget for any fiscal year prior to the first day of the fiscal year, the Owners shall continue to pay periodic installments of the General Assessment to the Association at the rate payable during the prior fiscal year until such time as the Owners ratify a new annual budget for the then current fiscal year. Once the Owners ratify a new annual budget, the Association shall levy against each Unit the General Assessment for the then current fiscal year and each Owner’s periodic installments shall be adjusted as necessary to pay the new General Assessment in equal periodic installments over the remainder of such fiscal year, giving the Owners credit, in such manner as the Executive Board deems necessary or appropriate, for any installments that the Owners have previously paid to the Association during such fiscal year.

(e) The failure of the Association to levy a General Assessment for any fiscal year shall not be deemed a waiver, modification or release of an Owner’s liability for the Share of Common Expenses allocated to such Owner’s Unit.

7.05 Special Assessments.

(a) The Assessments that the Association may levy pursuant to this Section 7.05 are referred to in this Declaration as “Special Assessments.”

(b) Notwithstanding anything to the contrary contained in Section 7.04 above, if any Common Expense is attributable to the operation, maintenance, repair, replacement, alteration or improvement of a Limited Common Element or a service provided which benefits less than all the Units, the Association may levy an Assessment for such Common Expense against the Units to which that Limited Common Element is assigned or to which a service is provided which benefits less than all the Units, equally, in proportion to the Shares of Common Expenses attributable to those Units or in any other equitable proportion as the Association reasonably deems appropriate.

(c) Each Special Assessment levied against any Unit shall be shown on an annual budget, or an amendment to an annual budget, ratified by the Owners pursuant to Section 7.03 above and shall be paid as and when required by the Association.

7.06 Default Assessments.

(a) Notwithstanding anything to the contrary contained herein, if any Common Expense is caused by:

(i) the negligence or misconduct of an Owner or an Owner's Guest;  
or

(ii) a violation of any covenant or condition of an Association Document by an Owner or an Owner's Guest,

the Association may levy an Assessment for such Common Expense against such Owner's Unit. Any such Assessment levied by the Association and each fine, penalty, fee or other charge imposed upon an Owner for the Owner's violation of any covenant or condition of any Association Document are each referred to herein as a "Default Assessment."

(b) Default Assessments need not be shown on an annual budget, or on an amendment to an annual budget, ratified by the Owners pursuant to Section 7.03 above.

(c) With respect to any Default Assessment, or portion thereof, levied other than as a late charge, the Owner of the Unit against which the Association seeks to levy the Default Assessment shall be provided notice and an opportunity to be heard. Owners of Units against which Default Assessments have been levied shall pay such Default Assessments as and when required by the Association.

7.07 Assignment of Assessments.

The Association shall have an unrestricted right to assign its right to receive Assessments and other future income, either as security for obligations of the Association or otherwise, on the condition that any such assignment is approved by a majority of the votes allocated to Units present at a meeting at which a quorum is present.

7.08 Assessment Lien.

(a) The Association shall have a lien on each Unit for any Assessment levied against that Unit and any fines, late charges, penalties, interest and attorneys' fees, disbursements and costs of collection imposed against its Owner under any Association Document. The Assessment Lien shall secure all of the foregoing obligations of an Owner from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien shall secure each installment from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

(b) An Assessment Lien is prior to all other liens and encumbrances on a Unit, except:

(i) liens and encumbrances recorded prior to the recordation of this Declaration;

(ii) a First Mortgage which was recorded before the date on which the Assessment sought to be enforced became delinquent; and

(iii) liens for real estate taxes and other governmental assessments or charges against the Unit.

(c) Notwithstanding the terms and conditions of subparagraph 7.08(b)(ii) above, an Assessment Lien is also prior to a First Mortgage recorded before the date on which the Assessment sought to be enforced became delinquent, to the extent permitted by the Act.

(d) The Association may perfect and preserve its Assessment Lien by the giving and recording of notice as required by the Act.

(e) An Assessment Lien is extinguished unless proceedings to enforce the Assessment Lien are instituted within three years after the full amount of the Assessment secured thereby becomes due.

(f) This Section 7.08 does not prohibit actions or suits to recover sums secured by an Assessment Lien or to prohibit the Association from taking a deed in lieu of foreclosure.

(g) In any action by the Association to collect Assessments or to foreclose an Assessment Lien for unpaid Assessments, the court may appoint a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. A court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Assessments.

(h) An Assessment Lien may be enforced as provided by the Act.

#### 7.09 Estoppel Certificates; Notices to Mortgagees.

(a) The Association shall furnish to an Owner or such Owner's designee or to a Mortgagee or its designee upon written request to the Association's registered agent, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The statement shall be furnished within ten calendar days after receipt of the request and is binding on the Association, the Executive Board and every Owner. If no statement is furnished to the Owner, the Mortgagee or their designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert the priority of its Assessment Lien upon the Unit for unpaid Assessments which were due as of the date of the request.

(b) If a First Mortgagee delivers to the Association a written request for notice of unpaid Assessments levied against a Unit subject to a First Mortgage held by the First Mortgagee, the Association shall report to the First Mortgagee any unpaid Assessments levied against such Unit that remain unpaid for more than sixty days after the same shall have become due. The First Mortgagee may pay any such unpaid Assessment, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, the First Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as a lien of the First Mortgage held by such First Mortgagee.

7.10 Reserve Fund.

(a) The Association shall have the right to maintain (i) a capital reserve fund for the repair, replacement and restoration of the Common Elements, and (ii) a general operating reserve. The general operating reserve may be used for, among other things, operating expenses and to purchase, maintain and replace personal property.

(b) Upon the sale of a Unit from one Owner to another, the Association shall not be obligated to return to the transferor any funds held in reserve, but the transferor shall be entitled to an appropriate credit from its transferee.

ARTICLE VIII  
UTILITY AND OTHER SERVICES

8.01 Water and Sewer Services.

(a) Each Owner shall be responsible for obtaining water and sewer services for its Unit and the Limited Common Elements appurtenant thereto and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith, including, without limitation, any connection fees, directly to the water or sewer company providing the same.

(b) The Association shall determine what, if any, water and sewer services are necessary for the General Common Elements and shall be responsible for obtaining those services. The Common Expenses incurred by the Association for the services shall be allocated among the Units in accordance with their proportionate Shares of Common Expenses.

8.02 Electric.

(a) Each Owner shall be responsible for obtaining electric services for its Unit and the Limited Common Elements designed to serve only its Unit and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith, including, without limitation, any connection fees, directly to the utility or service company providing the same.

(b) The Association shall determine what, if any, electric services are necessary for the General Common Elements and shall be responsible for obtaining those services. The Common Expenses incurred by the Association for the services shall be allocated among the Units in accordance with their proportionate Shares of Common Expenses.

(c) Each Owner shall ensure that its Unit is sufficiently heated to prevent the freezing of water and sewer lines serving the Condominium.

8.03 Cable Television.

(a) Each Owner shall be responsible for obtaining cable television services for its Unit and the Limited Common Elements appurtenant thereto and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith, including, without limitation, any connection fees, directly to the cable company providing the same.

(b) The Association shall determine what, if any, cable services are necessary for the General Common Elements and shall be responsible for obtaining those services. The Common Expenses incurred by the Association for the services shall be allocated among the Units in accordance with their proportionate Shares of Common Expenses.

8.04 Telephone and Internet Access.

(a) Each Owner shall be responsible for obtaining telephone and internet services for its Unit and the Limited Common Elements appurtenant thereto and shall pay all costs, expenses, fees, rates and other charges incurred in connection therewith, including, without limitation, any connection fees, directly to the company providing the same.

(b) The Association shall determine what, if any, telephone and internet services are necessary for the General Common Elements and shall be responsible for obtaining those services. The Common Expenses incurred by the Association for the services shall be allocated among the Units in accordance with their proportionate Shares of Common Expenses.

8.05 Trash Removal.

(a) The Association shall be responsible for obtaining trash removal services for all portions of the Condominium. The Common Expenses incurred by the Association for the services shall be allocated among the Units in accordance with their proportionate share of Common Expenses.

8.06 Other Utilities.

If the Association incurs Common Expenses for any utility service not described above, or if the manner of providing or metering any utility service described above changes from the manner in which such service is provided or metered as of the date of this Declaration, the Association may allocate the Common Expenses incurred for such new utility service or changed utility service in any reasonable and equitable manner approved by the Executive Board.

ARTICLE IX  
MAINTENANCE OF COMMON ELEMENTS AND UNITS

9.01 Maintenance of Common Elements.

(a) Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain the Common Elements in a condition commensurate with the first class nature of the Condominium and shall otherwise manage and operate the Common Elements as it deems necessary or appropriate. In addition, the Association shall ensure that all interior Common Elements are sufficiently heated to prevent the freezing of water and sewer lines serving the Condominium. In this regard the Association may:

- (i) construct, modify, add to, repair, replace or renovate any improvements that are located on or constitute a part of any Common Element;
- (ii) plant and replace trees, shrubs and other vegetation on any Common Element;
- (iii) place, maintain and replace signs upon any Common Element;

(iv) adopt and enforce Rules and Regulations regulating the use of Common Elements; and

(v) take any other actions as the Association deems necessary or advisable to protect, maintain, operate, manage or regulate the use of the Common Elements.

(b) If the Association fails to perform its obligations under this Section 9.01, Declarant may, but is not obligated to, cure such failure at the Association's sole cost and expense. If Declarant cures any such failure, the Association shall pay to Declarant the amount of all costs and expenses incurred by Declarant in connection therewith plus interest thereon at 18% per annum from the date expended by the Declarant within thirty (30) days after the Association receives a written invoice therefor from Declarant.

#### 9.02 Maintenance of Units.

Each Owner, at such Owner's sole cost and expense, shall maintain in good order and repair its Unit (including all fixtures located therein), and the Limited Common Elements assigned solely to its Unit, other than those Limited Common Elements which the Association chooses to maintain for reasons of uniformity or structural considerations. All costs incurred by the Association in connection with any such maintenance or repair shall be charged to the Owners as Special Assessments in accordance with Section 7.05 above.

#### 9.03 Mechanic's Liens and Indemnification.

No labor performed or materials furnished and incorporated into a Unit with the consent or at the request of an Owner or an agent, contractor or subcontractor of an Owner shall be the basis either for filing a lien against the Unit of any other Owner not expressly requesting or consenting to the same, or against Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and any Mortgagee from and against all liability arising from any claim or lien against the Unit of any other Owner or against the Common Elements or any Association Property for construction performed or for labor, materials, services or supplies incorporated in the Owner's Unit at the Owner's request.

### ARTICLE X COVENANTS, CONDITIONS AND RESTRICTIONS

#### 10.01 Applicability of Covenants, Conditions and Restrictions.

Except as otherwise provided herein, the covenants, conditions and restrictions set forth in this Article X shall apply to all Units and Common Elements.

#### 10.02 Association Documents.

Each Owner shall comply with, and shall require its Guests to comply with, all provisions of the Association Documents that apply to the Owner or the Owner's Units.

10.03 Notice of Conveyance, Assignment or Encumbrance.

(a) Promptly after a conveyance of a fee simple interest in a Unit or portion thereof, the grantee shall furnish a copy of the conveyance deed to the Association.

(b) Promptly after an encumbrance of a fee simple interest in a Unit or portion thereof, the Owner shall furnish the Association with a copy of the Mortgage creating the encumbrance.

10.04 Use of Common Elements.

All Owners and their lessees, employees, invitees, agents, and customers may use the General Common Elements and the Limited Common Elements designed to serve their Units for the purposes for which such Common Elements are intended. Notwithstanding the preceding sentence, neither an Owner nor a lessee, employee, invitee, agent or customer may use any Common Element in any manner that unreasonably interferes with the rights of other Owners in and to the Common Elements. Without limiting the generality of the foregoing, no Owner shall cause, or permit to cause, waste to any Common Element.

10.05 Alterations.

(a) Notwithstanding anything to the contrary contained in this Declaration, an Owner of a Unit may make Improvements or alterations to its Unit or the Limited Common Elements designed to serve only its Unit, including without limitation, the erection of partitions as permitted under subparagraph 3.01(d)(iii) above, without the consent of any Owner or the Association, on the conditions that:

(i) the Improvement or alteration does not impair any other Unit or any Limited Common Element designed to serve any other Unit; and

(ii) the Owner of the Unit repairs any damage to any General Common Element caused thereby at its cost and expense.

If any such Improvement or alteration will impair any other Unit or any Limited Common Element designed to serve any other Unit, the Owner of the Unit may not make the Improvement or alteration without the prior written consent of the Owners of the Units, or the Owners of the Units served by the Limited Common Elements that will be impaired thereby, as the case may be.

(b) Notwithstanding anything to the contrary contained in this Declaration, and in addition to the rights of an Owner of a Unit under paragraph 10.05(a) above, the Owner of a Unit shall have the right to install, maintain, repair and replace machinery, equipment, utility lines, wires, circuits, cables and conduits serving such Unit along, across and through any and all General Common Elements and portions of the Limited Common Elements labeled on the Map as "LCER", without the consent of any Owner or the Association, on the conditions that the Owner of the Unit, at its sole cost and expense, shall repair, replace and restore any damage caused to the Common Elements.

(c) Notwithstanding anything to the contrary in this Article X, the Owner of a Unit may erect and attach signs, banners, window boxes, decorations and other similar items on the exterior of the Condominium or projections from the exterior of the Condominium on the condition that such signs,

banners, window boxes, decorations and other similar items and their locations are approved by the Association.

10.06 Nuisances, Hazardous Activities and Unsightliness.

(a) No Person shall conduct any activity on the Property, which creates a nuisance. Without limiting the generality of the foregoing:

(i) no lights shall be emitted that are unreasonably bright or cause unreasonable glare;

(ii) no sound shall be emitted that is unreasonably loud or annoying;

and

(iii) no odor shall be emitted that is unreasonably offensive.

(b) No Person shall conduct any activity on the Property which is or might be hazardous to any Person or property.

(c) No unsightliness shall be permitted at the Property. Without limiting the generality of the foregoing:

(i) all exterior mechanical equipment lines, wires, pipes and other facilities shall either be buried or enclosed within a structure approved by the Executive Board;

(ii) all garbage shall be stored in accordance with the terms and conditions of Section 10.12 below; and

(iii) no outside storage facilities shall be permitted.

(d) The Association shall have the power to grant variances from the terms and conditions of this Section 10.06 from time to time as its deems necessary. Normal construction activities shall not be considered to violate the terms and conditions of this Section 10.06.

10.07 Signs.

No signs whatsoever, other than those which are General Common Elements, shall be erected or maintained on the Property, except:

(i) signs required by legal proceedings; and

(ii) such other signs as may have been permitted or approved by the Executive Board.

10.08 Compliance with Laws.

Nothing shall be done or kept at the Property in violation of any law, ordinance, rule, regulation or other requirement of any governmental or quasi-governmental authority.

10.09 Compliance with Insurance.

Except as may be approved in writing by the Association, nothing shall be done or kept at the Property that may result in the cancellation of any insurance maintained by the Association or may result in an increase in the rates of any such insurance. Activities incident to or necessary for the conduct of commercial operations shall not violate the terms of this Section 10.09 even if such activities result in an increase in rates of insurance. Any such increase in the rates of insurance shall be charged to the Owners of the Units whose uses create such increases as Special Assessments.

10.10 Restriction on Zoning and Timesharing.

No application for zoning or rezoning any portion of the Property, and no applications for variances or use permits, shall be filed with any governmental or quasi-governmental authority, unless the proposed zoning or rezoning has been approved by the Declarant and 100 percent of the votes in the Association and the uses that would be permitted under the rezoning comply with this Declaration and the other Association Documents; provided, however, that an Owner may apply for and obtain special use permits and licenses which are necessary or appropriate for the conduct of commercial activities in its Unit in accordance with this Declaration and the other Association Documents, without obtaining the approval otherwise required under this paragraph 10.10, on the condition that such permits and licenses are consistent with the existing zoning and actual uses of the Unit at the time the permit or license is applied for; and provided further that the restrictions set forth in this paragraph 10.10 shall not apply to Declarant's exercise of any Special Declarant Right.

10.11 Vehicles and Parking.

Each Owner shall be permitted to use on a first-come, first-serve basis, the parking space shown on the Maps.

10.12 Trash, Garbage and Other Waste Materials.

All trash, garbage and other waste materials removed from a Unit shall be placed in covered sanitary containers within enclosed structures provided by the Association. Owners shall not, and shall not permit their Guests to litter. No burning of trash, garbage or other waste materials will be permitted at the Property.

10.13 Exterior Storage.

No Owner shall store any materials or items on or in any Common Element, other than those Common Elements designed for that purpose, and then only in strict accordance with the terms and conditions of the Association Documents.

10.14 Animals.

No animals of any kind shall be raised, bred or kept on the Property or within any Unit.

10.15 Commercial Purpose.

Each Unit may be used and occupied for commercial purposes only. Any Owner may lease all or any portion of its Unit for such purpose.

ARTICLE XI  
BURR INDISTURAL PARK

Owners shall be subject to any requirements and restrictions set forth in the Covenants and Restrictions for Burr Industrial Park recorded in the Jefferson County Records.

ARTICLE XII  
EASEMENTS, RESERVATIONS AND  
BURR INDUSTRIAL PARK SERVICE ASSESSMENT

12.01 Association's and Owners' Easements

The Association shall have a general easement over, across, through and under each Unit and each Common Element to:

- (i) exercise any right held by the Association under this Declaration or any other Association Document; and
- (ii) perform any obligation imposed upon the Association by this Declaration or any other Association Document.

Notwithstanding the foregoing, the Association shall not enter any Unit under the easements described in the paragraph 12.01 above without reasonable prior notice to the Owner thereof, except in cases of emergency.

12.02 Easements for Encroachments.

To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, an easement shall exist for that encroachment, but such easement shall not relieve an Owner of liability in the case of willful misconduct.

12.03 Emergency Access Easement.

Declarant hereby grants a general easement to all police, sheriff, private security, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

12.04 Recorded Easements and Licenses.

The Property shall be subject to all easements and licenses as shown on any recorded plat affecting the Property and to any other easements or licenses of record or of use as of the date of recordation of this Declaration. The recording data for all presently recorded easements and licenses appurtenant to or included in the Condominium have been set forth on Exhibit F attached hereto. In addition, the Property is subject to all easements created or permitted by this Declaration.

12.05 Other Assessments.

Each Owner shall be required to pay any assessments levied against its Unit by the Burr Industrial Park Owner's Association.

ARTICLE XIII  
INSURANCE

13.01 Insurance Required To Be Obtained By the Association.

The Association shall obtain and maintain all insurance required to be obtained and maintained by the Association under the Act and any additional insurance that the Executive Board deems necessary.

13.02 Casualty Insurance for Improvements.

(a) The Association shall obtain and maintain casualty insurance for all Improvements located on or forming a part of the Common Elements, including, without limitation, the structural and mechanical components serving the Units, in accordance with the requirements set forth in Section 13.01 above.

(b) Owners shall be responsible for obtaining and maintaining any casualty insurance that they desire for Improvements located in or forming a part of their Units, and for any fixtures, furnishings and equipment, other than fixtures and equipment that are part of the Common Elements, located within their Units.

13.03 Adjustments.

Any loss covered by insurance maintained by the Association shall be adjusted with the Association in accordance with the terms and conditions of the Act. The insurance proceeds for any such loss shall be paid in accordance with the terms and conditions of the Act.

ARTICLE XIV  
CASUALTY

14.01 Casualty to Common Elements.

The Association shall respond to any damage to, or destruction of, any Common Elements in accordance with the terms and conditions of the Act.

14.02 Casualty to a Unit.

To the extent that the Association is not obligated to make any such repairs or replacements, each Owner of a Unit shall repair or replace any damage to or destruction to the interior of his Unit, as soon as is reasonably practical after such damage or destruction occurs.

ARTICLE XV  
CONDEMNATION

15.01 Condemnation of all Units.

If the entire Condominium is taken by condemnation or similar proceeding, the Condominium shall terminate as of the date of the taking and any condemnation award payable in connection therewith

shall be paid to the Association and then disbursed by the Association in accordance with the terms and conditions of the Act.

15.02 Condemnation of Fewer Than All Units.

If one or more Units, but less than the entire Condominium, is taken by condemnation or similar proceeding:

- (a) any condemnation award payable in connection therewith shall be paid;
- (b) the Interest in General Common Elements appurtenant to those Units shall be reallocated; and
- (c) the Shares of Common Expenses allocated to those Units shall be reallocated, in accordance with the terms and conditions of the Act.

15.03 Condemnation of Common Elements.

(a) If any Common Element is taken by condemnation or similar proceeding, any condemnation award payable in connection therewith shall be paid to the Association and used by the Association:

- (i) first, to repair any damage to Common Elements resulting from the condemnation or similar taking; and
- (ii) second, for any other Common Expenses.

(b) The Association shall not be required to pay all or any portion of the condemnation award received for the condemnation or similar taking of a Limited Common Element to the Owners of the Units served by such Limited Common Element, unless the Association deems it necessary or appropriate to do so.

ARTICLE XVI  
SPECIAL DECLARANT RIGHTS

16.01 Development Rights.

- (a) Declarant hereby reserves for itself, its successors and assigns:
  - (i) the right to subdivide any Unit owned by Declarant;
  - (ii) the right to combine any Units owned by Declarant;

Elements; (iii) the right to convert any Unit owned by Declarant into Common

(iv) all rights granted to Declarant in § 2-122 of the Act.

(b) In exercising any development right reserved hereunder, Declarant shall execute and record an amendment to this Declaration in accordance with the requirements of the Act.

16.02 Merger.

Declarant hereby reserves for itself and its successors and assigns the right to merge or consolidate the Condominium with any other condominium.

16.03 Exercising Special Declarant Rights.

Declarant may exercise its Special Declarant Rights at any time prior to the date that is fifty years after the date on which this Declaration is recorded in the Jefferson County Records. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise its Special Declarant Rights. If Declarant exercises any Special Declarant Right with respect to any portion of the Property, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Property. Notwithstanding anything else to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article XVI and any other right reserved to Declarant in this Declaration, without the consent of the Association or of any of the Owners.

16.04 Interference with Special Declarant Rights.

Neither the Association nor any Owner may take any action or adopt any Rule or Regulation that interferes with or diminishes any Special Declarant Right, without Declarant's prior written consent. Any action taken in violation of this Section 16.04 shall be null and void and have no force or effect.

16.06 Rights Transferable.

Declarant may transfer any Special Declarant Right reserved to it under this Article XVI or under any other provision of this Declaration in accordance with the terms and conditions of the Act.

ARTICLE XVII  
MORTGAGEE PROTECTIONS

17.01 Benefit of Mortgagees.

This Article establishes certain standards and covenants which are for the benefit of Mortgagees. This Article is supplemental to, and not in substitution of, any other provisions of this Declaration, but in the case of any conflict, this Article shall control.

17.02 Notice of Actions.

If requested in writing to do so, the Association shall give prompt written notice of the following to each First Mortgagee making such request:

(a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the First Mortgagee;

(b) any delinquency in the payment of Assessments which remains uncured for sixty days by an Owner whose Unit is encumbered by a First Mortgage held by such First Mortgagee;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of First Mortgagees as set forth in this Article; and

(e) any judgment rendered against the Association.

#### 17.03 Consent Required.

Notwithstanding anything to the contrary contained in this Declaration, and unless otherwise provided by the Act, the Association and the Owners may not take any of the following actions without the consent of all of the First Mortgagees:

(a) by act or omission seek to abandon or terminate the Condominium, except after condemnation or substantial casualty;

(b) except as provided herein for condemnation, casualty, and the exercise of Special Declarant Rights, change the Interests in General Common Elements, Shares of Common Expenses or votes in the Association of any Unit;

(c) subdivide, partition, or relocate the boundaries of any Unit, except as permitted with respect to Special Declarant Rights;

(d) abandon, subdivide, partition, encumber, sell, or transfer the Common Elements (the granting of easements for public utilities or for other purposes provided for in this Declaration shall not be deemed transfers);

(e) use hazard insurance proceeds for losses to any portion of the Common Elements for other than repair, replacement, or reconstruction of the Common Elements, except as provided by the Act; or

(f) merge the Condominium with any other common interest community, except as permitted with respect to Special Declarant Rights.

#### 17.04 Notice of Objection.

Unless a First Mortgagee provides the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of First Mortgagees within thirty days following the receipt of notice of such proposed amendment or action, the First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

17.05 First Mortgagees' Rights.

(a) First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements or improvements thereon, and may pay overdue premiums on hazard insurance policies, for the Common Elements. First Mortgagees making such payment shall be owed immediate reimbursement from the Association.

(b) First Mortgagees shall be entitled to cure any delinquency of the Owner encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

17.06 Limitations on First Mortgagee's Rights.

No requirement for approval or consent by a First Mortgagee provided in this Article shall operate to:

(a) deny or delegate control over the general administrative affairs of the Association by the Owners or the Executive Board;

(b) prevent the Association or the Executive Board from commencing, intervening and/or settling any legal proceeding; or

(c) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of the Article XIII above.

17.07 Declarant Rights.

No provision or requirement of this Article XVII shall apply to any Special Declarant Rights or other rights reserved to Declarant in this Declaration.

ARTICLE XVIII  
ENFORCEMENT AND REMEDIES

18.01 Enforcement.

(a) Each provision of this Declaration with respect to the Association or the Common Elements shall be enforceable by Declarant or by any Owner by a proceeding for injunctive relief.

(b) Each provision of this Declaration with respect to an Owner or a Unit shall be enforceable by Declarant or the Association by:

(i) a proceeding for injunctive relief;

(ii) a suit or action to recover damages; or

(iii) in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, exclusion of such Owner and its Guests from the use of any Common Elements and from participation in any Association affairs.

(c) In addition to the rights and remedies described in paragraph 18.01(b) above, if an Owner fails to perform or observe any covenant or condition on such Owner's part to be performed or observed under this Declaration or any other Association Document, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith plus interest thereon at 18% per annum from the date expended by the Association within thirty days after the Owner receives a written invoice therefor from the Association.

(ii) The Association may, after notice and an opportunity to be heard, fine the Owner, as a Default Assessment, an amount not to exceed \$100 for each violation. The Owner shall pay any such fine to the Association within thirty days after the Owner receives written invoice therefor from the Association.

(iii) With respect to an Owner's failure to pay an installment of any Assessment, the Association may accelerate the due date for the payment of the full amount of the Assessment.

(iv) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

(d) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

#### 18.02 Attorneys' Fees.

In the event of any dispute under or with respect to this Declaration or any other Association Document, the prevailing party shall be entitled to recover from the nonprevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party.

#### 18.03 Interest.

If an Owner fails to pay to the Association any Assessment or other amount due to the Association as and when the same becomes due, the Owner shall pay to the Association interest on such unpaid amount at the rate of 18 percent per annum from the due date of such unpaid amount until the date paid.

#### 18.04 Right to Notice and Hearing.

Whenever an Association document requires that an action be taken after "notice and hearing," the following procedure shall be observed. The party proposing to take the action (e.g., the Executive Board or a committee or officer of the Association) shall give notice of the proposed action to all Owners whose interests the proposing party reasonably determines would be significantly affected by the proposed action. The notice shall be delivered personally, sent by overnight courier or mailed not less than three days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing to be held before the Executive Board or a committee or an officer of the Association. At the hearing, the representative, may give testimony orally,

in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected Owner shall be notified of the decision in the same manner in which notice of the hearing was given. Any Owner having a right to notice and hearing shall have the right to appeal to the Executive Board from a decision of a proposing party other than the Executive Board by filing a written notice of appeal with the Executive Board within ten days after being notified of the decision. The Executive Board shall conduct a hearing within forty-five days thereafter, giving the same notice and observing the same procedures as were required for the original hearing.

18.05 Nonwaiver.

Failure by Declarant, the Association or any Owner to enforce any covenant, condition, restriction, reservation, easement, assessment, charge, lien or other provision of this Declaration or in any other Association Document shall in no way be deemed to be a waiver of the right to do so thereafter.

ARTICLE XIX  
ACKNOWLEDGMENTS AND AGREEMENTS  
REGARDING BURR INDUSTRIAL PARK

19.01 Burr Industrial Park.

The Condominium is located within the Burr Industrial Park.

19.02 Acknowledgments Regarding the Burr Industrial Park by Unit Owners.

By accepting a deed to a Unit (whether or not it is expressly stated in the deed), an Owner acknowledges that:

(a) no representations or warranties have been made by Declarant or any other person with regard to the present or future ownership, operation or configuration of, or right to use the Burr Industrial Park, whether or not depicted on any plat or land use plan, sales brochure or other marketing material or display;

(b) the present or future ownership, operation or configuration of, or right to use any Burr Industrial Park facility may change at any time and from time to time for any reason including, without limitation, the sale or assignment of operations of the Burr Industrial Park, or a portion thereof;

19.03 Potential Disturbances and Nuisances from Adjacent Uses.

By accepting a deed to a Unit (whether or not it is expressly stated in the deed), an Owner understands and agrees that:

(a) the Condominium is located within the Burr Industrial Park; and

(b) Declarant makes no representations or warranties that other activities within the Burr Industrial Park are compatible with Owner's intended use of its Unit.

ARTICLE XX  
TERM AND AMENDMENTS

20.01 Term.

The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration shall run with and bind the Property until the Declaration is terminated pursuant to Section 20.02 below.

20.02 Termination.

(a) Subject to the rights of Mortgagees under Article XVII above, the Owners may terminate the Condominium and this Declaration, by the vote of 80 percent of the votes allocated to all Units. If the necessary votes are obtained, the agreement of the Owners to terminate the Condominium and this Declaration shall be evidenced by a termination agreement or ratification thereof, executed by the required number of Owners in accordance with the Act. Upon recordation of the termination agreement in the Jefferson County Records, the Condominium shall be terminated, this Declaration shall have no further force or effect, and the Association shall be dissolved.

(b) Notwithstanding the foregoing:

(i) A termination of the Condominium and this Declaration shall not release the Property from the easements, covenants, conditions and restrictions set forth in Sections 12.02, 12.03, 12.04 and 12.05 of Article XII and such easements, covenants, conditions and restrictions shall survive the termination of this Declaration unless the Declarant consent to the release thereof in writing.

(ii) A termination of the Condominium and this Declaration shall not release the Property from the burdens created by Article XVI and such Special Declarant Rights shall survive the termination of this Declaration unless the Declarant consents to the release thereof in writing.

20.03 Amendments.

(a) Except for provisions of this Declaration regarding the rights and obligations of Declarant, which may not be amended without Declarant's prior written consent as the case may be, Owners may amend any provision of this Declaration at any time by a vote of at least 67 percent of the votes allocated to all Units. If the necessary votes and consent are obtained, the Association shall cause an amendment to the Declaration to be recorded in the Jefferson County Records in accordance with the terms and conditions of the Act.

(b) In addition to Declarant's other rights to amend this Declaration and the Map as set forth in this Declaration and the Act, Declarant may amend this Declaration and the Map to correct clerical, typographical, technical or other errors.

(c) Notwithstanding the terms and conditions of paragraph 20.03(a) above, Declarant may amend this Declaration as expressly provided herein, without the approval of the Owners.

ARTICLE XXI  
MISCELLANEOUS

21.01 Interpretation of the Declaration.

Except for judicial construction, the Association, by its Executive Board and where applicable, the Declarant, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the covenants and the provisions hereof.

21.02 Severability.

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity and enforceability of any other provision hereof.

21.03 Disclaimer of Representations.

Notwithstanding anything to the contrary contained in this Declaration, Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the complete development of the Condominium can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Declaration, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that if such land is once used for a particular use, that such use will continue in effect.

21.04 Reference to Declaration and Deeds.

Deeds to and instruments affecting any Unit or any other part of the Condominium may contain the provisions set forth herein by reference to this Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth herein shall be binding upon the grantee-owner or other person claiming through any deed or other instrument and his or her heirs, executors, administrators, successors and assigns.

21.05 Successors and Assigns of Declarant.

Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder on the condition that Declarant's rights and powers may only be assigned by a written recorded instrument expressly assigning such rights and powers.

21.06 Captions and Titles.

All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

21.07 Exhibits.

All exhibits attached to this Declaration are a part of, and are incorporated into, this Declaration.

21.08 Governing Law.

This Declaration shall be governed by and construed in accordance with the laws of the State of West Virginia.

21.09 Notices.

All Owner of each Unit shall have one and the same registered mailing address to be used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or the representative of the Owners of a Unit shall furnish such registered address to the secretary of the Association within ten days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed their registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit. All notices and demands intended to be served upon the Association shall be sent to the following address or such other address as the Association may designate from time to time by notice to the Owner(s):

Tetra Condo Office Flex Building  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

IN WITNESS WHEREOF, Declarant has caused its name to be signed by the signature of its duly authorized official as of the day and year first written above.

THE TETRA GROUP TWO, LLC

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

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, \_\_\_\_\_ of The Tetra Group Two, LLC, a Virginia limited liability company, on behalf of said company.

My commission expires \_\_\_\_\_.

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

Prepared by:  
Ellen S. Cappellanti  
Jackson Kelly PLLC  
1600 Laidley Tower  
P. O. Box 553  
Charleston, WV 25322-0553

## **EXHIBIT A**

### LEGAL DESCRIPTION OF THE PROPERTY

The parcel of real estate identified as Lot 23, containing 5.344 acres (after merger), as shown on that certain survey showing Merger Lots 22 and 23, prepared by Dewberry, of record in the Jefferson County Records in Plat Book 21, page 47B.

Being the same property conveyed to Declarant by deed dated April 26, 2005, of record in the Jefferson County Records in Deed Book 1008 at page 699.

**EXHIBIT B**

CONDOMINIUM DECLARATION PLAN

SEE PLAT BOOK

**EXHIBIT C**

CONDOMINIUM FLOOR PLAN

SEE PLAT BOOK

## **EXHIBIT D**

A non-exclusive right of way and easement for egress and ingress to the Land over and upon all the roads and rights-of-way (other than utility easements) located within Burr Industrial Park as shown upon the plat entitled Phase I, Final Plat, Lots 1-44, Burr Industrial Park, made by Kelley, Gidley, Blair and Wolfe, Inc., dated December, 1990, of record in the Jefferson County Records in Plat Book 10, pages 10 through 10J and Plat Book 21, page 47B.

**EXHIBIT E**

ALLOCATED INTERESTS

<u>Unit</u>	Interest In General <u>Common Elements</u>	<u>Votes</u>	Shares of <u>Common Expenses</u>
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**EXHIBIT F**

EASEMENTS AFFECTING PROPERTY

- (a) Twenty (20) foot utility easement reserved by Tetra Associates, LLC for water, sewer and telephone lines along all lot lines in the deed from Tetra Associates, LLC to Declarant dated April 26, 2005, recorded in the Jefferson County Records in Deed Book 1008 at page 699.
- (b) Fifty (50) foot setback limitations from all lot lines as described in a document entitled Modification of Plat of Burr Industrial Park dated January 10, 1995, and recorded in the Jefferson County Records in Plat Book 21 at page 47B
- (c) Covenants and Restrictions for Burr Industrial Park of record in the Jefferson County Records at \_\_\_\_\_.

**APPENDIX  
E**

**MARKET ANALYSIS**



3805 Cutshaw Avenue, Suite 501  
Richmond, VA 23230  
Phone: (804) 355-5595  
Fax: (80) 355-5593  
Web: [www.thetetracompanies.com](http://www.thetetracompanies.com)

## **BURR INDUSTRIAL PARK – MARKET ANALYSIS**

The Burr Industrial Park is uniquely positioned to take advantage of the huge growth taking place in Jefferson County. We believe the office products planned by The Tetra Companies at Burr Industrial Park are ideally suited for the market for a large number of reasons, including:

1. Unique position on the newly enhanced Route 9 (Byrd Highway)
2. Developed utility infrastructure at Burr Park where other areas in Jefferson and neighboring counties are still in the planning phase of expanding those services.
3. Demonstrated market demand of similar products introduced in the area to date.
4. Massive influx of federal and state agency buildings (and their related vendors) to the area.

### **Unique Position on Newly Enhance Route 9**

Already boasting annual traffic in the millions, the newly enhanced Route 9 provides major access, not only to area businesses, but also to the major DC-Baltimore markets. As businesses continue to relocate or expand into Jefferson County, this access provides a major advantage to businesses serving all three markets.

### **Mature/Developed Utility Infrastructure**

Growth on a massive scale poses many opportunities for a municipality, but it also provides just as many challenges—chief among them infrastructure.

As Jefferson County and its neighbors are racing to provide the infrastructure needed for this growth, Burr Industrial Park is one of the only 1<sup>st</sup> class office locations with a robust infrastructure already in place.

### **Demonstrated Market Demand for Businesses**

With a vacancy rate of approximately 5%, existing offices in the County are essentially full despite the fact that businesses continue to open locations in the area.

The Jefferson County Development Authority (JCDA) has been fielding calls on Tetra's proposed sites, citing many business clients requiring 5,000 sq. ft. in space or more. The JCDA has also reported the lack of office space in general—and larger office space specifically—has been a bottle neck upon further growth for the area.

In addition, recently opened office buildings, such as those developed by RAI properties, have sold out quickly with requests for space exceeding what was being offered.

### **Influx of Federal & State Agencies and Related Vendors to the Area**

To use the old adage—success begets success. The same can be said for growth. The area benefited from major expansions by the US Coast Guard, Veteran's Administration and others.

This growth has not happened in a vacuum. With these agencies have come:

- Government Vendors
- Families of employees requiring services
- Spouses of employees with professional skills adding to the professional capacity and intellectual infrastructure of Jefferson County

This growth will continue to unfold—particularly in the small business sector—over the next several years as rapid, organic growth of new business in the area continues in an effort to serve the organizations and individuals new to Jefferson County.

Lastly, the continued, aggressive marketing efforts of the Jefferson County Development Authority (web, print, direct mail, networking and more) in conjunction with The Tetra Companies will assure rapid market acceptance of these new office spaces.

**The Tetra Companies**



John B. Dinsmore  
Director of Marketing

APPENDIX

F

LETTERS FROM LOCAL AND STATE  
HEALTH DEPARTMENTS



STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
BUREAU FOR PUBLIC HEALTH  
OFFICE OF ENVIRONMENTAL HEALTH SERVICES

Joe Manchin III  
Governor

Martha Yeager Walker  
Secretary

January 17, 2007

Richard W. Klein, PE  
Alpha Associates, Incorporated  
535 West King Street  
Martinsburg, WV 25401

RE: Tetra Companies

Dear Mr. Klein:

There are two active public water supply wells which may be located within 1,000 feet of the proposed development.

For additional information regarding these wells, please contact the owners listed below:

Jefferson Utilities  
Attn: Lee Snyder  
270 Industrial Boulevard  
Kearneysville, WV 25430  
Telephone: 304-725-9140

Appalachian Fruit (USDA)  
Attn: Dr. Dariusz Swietlik  
2217 Wiltshire Road  
Kearneysville, WV 25430  
Telephone: 304-725-3451

If you have any questions, please call me at 304-725-9453.

Sincerely,

*Alan F. Marchun*<sup>sr</sup>  
Alan F. Marchun  
Kearneysville District Health Office

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KEARNEYSVILLE DISTRICT OFFICE  
1948 Wiltshire Road, Suite 6  
Kearneysville, West Virginia 25430  
Telephone: 304-725-9453 Fax: 304-725-3108

# Jefferson County Health Department

ROSEMARIE CANNARELLA, M.D., M.P.H.  
HEALTH OFFICER



1948 WILTSHIRE ROAD, SUITE 1  
KEARNEYSVILLE, WV  
25430  
ENVIRONMENTAL: (304) 728-8415  
FAX: (304) 728-3314  
MEDICAL: (304) 728-8416  
FAX: (304) 728-3319

January 23, 2007

Richard W. Klein, PE  
Alpha Associates, Incorporated  
535 West King Street  
Martinsburg, WV 25401

Dear Mr. Klein:

The Jefferson County Health Department has received your request for information regarding contaminated wells within 1000 feet of the proposed commercial condominium subdivision located in Burr Industrial Park on West Burr Boulevard at its intersection with McGarry Boulevard.

A review of our records shows that this department is unaware of any bacteriologically contaminated wells within that area. If you have any questions, please contact the Jefferson County Health Department at 728-8415.

Sincerely,

*Rosemarie Cannarella MD, MPH*

Rosemarie Cannarella, MD, MPH  
Health Officer

Cc: Paul Raco, Jefferson County Planning, Zoning, & Engineering  
Richard Wheeler, District Sanitarian, WVBPH

APPENDIX

G

LETTER FROM NRCS AND  
WETLANDS MAP



Natural Resources Conservation Service  
209 East Third Avenue  
Ranson, WV 25438

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January 17, 2007

Mr. Richard Klein, PE  
Alpha Associates, Inc.  
230 West King Street  
Martinsburg, WV 25401

**Subject: Tetra Companies Commercial Condominium Subdivision**

Dear Mr. Klein,

As per your request, enclosed you will find an aerial photo of the proposed Tetra Companies Commercial Condominium Subdivision area with our "Known Sinkhole" data layer shown. According to the data collected by the USGS in the early 1990's there are sinkholes in or near the project site. We recommend an on-site visit to ground proof the data and to check for additional sinkholes that may have formed since 1990 and to mark the exact location of the sinkholes.

I hope this information will be of value to you. Should you need further assistance, please call.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Schnably", written over a large, stylized flourish.

Robert Schnably  
District Conservationist

Enclosures

# Known Sinkholes



Customer(s): Alpha Associates, Inc.  
Tetra Companies Commercial Condominium Subdivision

District: EASTERN PANHANDLE CONSERVATION DISTRICT

Field Office: RANSON SERVICE CENTER

Agency: NRCS

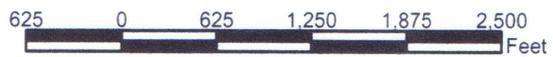
Assisted By: Robert W Schnably



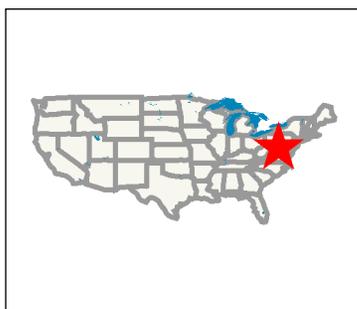
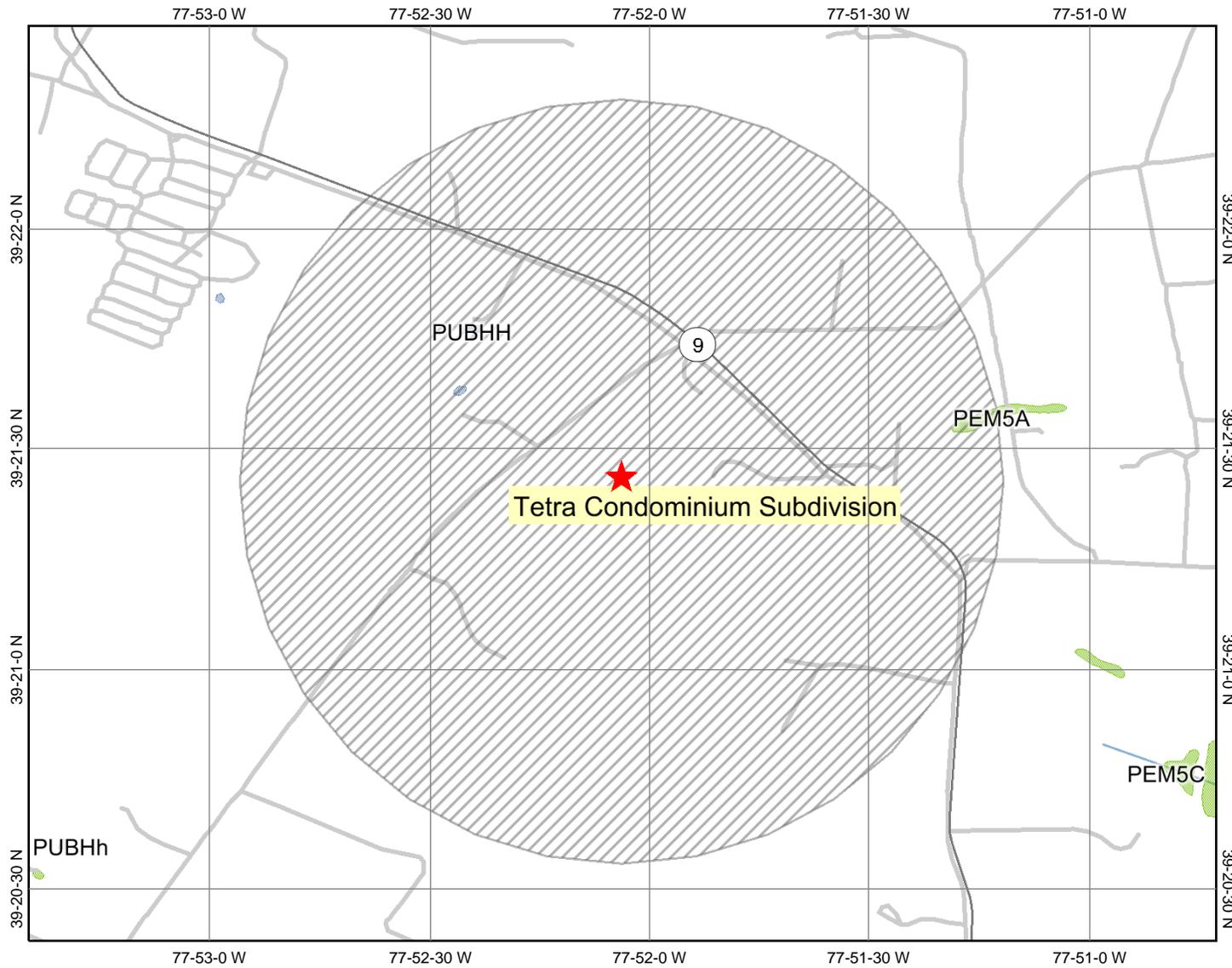
## Legend

○ Sink Holes

Image: Natural Color Orthophoto



# Condominium Subdivision Wetlands Map (1-Mile Radius)



### Legend

**CONUS\_wet\_scan**

- 0
- 1
- Out of range

**Roads**

- Interstate
- Major Roads
- Other Road
- Interstate
- State highway
- US highway
- Roads

**Cities**

- Cities

**Lower 48 Wetland Polygons**

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine
- NHD Streams

**Other Features**

- Counties 100K
- Urban Areas 300K
- South America
- North America

**Scale: 1:36,000**

Map center: 39° 21' 25" N, 77° 52' 4" W

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

## Identify Results

---

### Digital Wetland Polygons (Vector)

**Wetland Code:** PUBHH

**DECODE:** [Wetlands Code Interpreter](#)

**WETLAND\_TYPE:** Freshwater Pond

**ACRES:** 0.35963073

**AREA:** 1455.37395

**LEN:** 152.099067415726

**Wetland Code:** PEM5A

**DECODE:** [Wetlands Code Interpreter](#)

**WETLAND\_TYPE:** Freshwater Emergent Wetland

**ACRES:** 3.81001972

**AREA:** 15418.6028

**LEN:** 827.179147690419

**Wetland Code:** PUBHH

**DECODE:** [Wetlands Code Interpreter](#)

**WETLAND\_TYPE:** Freshwater Pond

**ACRES:** 0.27907457

**AREA:** 1129.3747

**LEN:** 124.603941315159

### Coordinate Position

**Geographic:** 39° 21' 26" N, 77° 52' 4" W

**APPENDIX  
I**

**LETTERS FROM LOCAL HOSPITAL,  
FIRE, POLICE & EMERGENCY  
MEDICAL SERVICES**



WVUH·EAST

City Hospital JEFFERSON  
Memorial Hospital

February 2, 2007

Alpha Associates, Incorporated  
535 West King Street  
Martinsburg, West Virginia 25401  
Attention: Richard W. Klein, PE

RE: Tetra Companies Commercial Condominium Subdivision

Dear Mr. Klein:

This is in response to your letter to me dated January 12, 2007, concerning the request for hospital coverage for a proposed Tetra Companies Commercial Condominium Subdivision.

As President & CEO of West Virginia University Hospitals-East, both Jefferson Memorial Hospital and City Hospital would be glad to provide hospital services for the proposed Development.

Sincerely,

Roger M. Eitelman  
President & CEO

RME:lsr

**Independent Fire Co. No. 1, Inc.**

**Organized 1884**

Mailing:  
P.O. Box 925  
Charles Town, WV 25414

Location:  
200 W. 2nd Ave.  
Ranson, WV 25438

Phone: 304-725-2514

Fax: 304-728-6006

February 3, 2007

Alpha Associates  
Richard W. Klein, PE  
535 West king St  
Martinsburg, WV 25401

Re: Tetra Companies Commercial Condominium Subdivision

Dear Richard W. Klein,

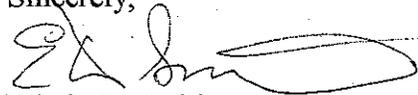
This is in response to your letter relating to the impact of the proposed Tetra Companies Commercial Condominium Subdivision on the Fire Service.

Commercial growth has a minimal impact on our services.

The response time to this subdivision will be an average of 8 minutes under the normal conditions. All actual fires will have a minimal response of 3 fire companies that includes Citizens and Shepherdstown along with Independent. There is an adequate water supply in the Burr Industrial Park that will also help minimize the fire loss.

I can be reached at 304 725-2514 if additional information or questions arise.

Sincerely,



Edwin D. Smith  
Fire Chief



ARCHITECTS • ENGINEERS • SURVEYORS

January 12, 2007

Chief Steve Anderson  
Citizens Fire Company  
200 Citizens Way  
Charles Town, WV 25414

RE: Tetra Companies Commercial Condominium Subdivision  
Jefferson County, West Virginia

Dear Mr. Anderson:

On behalf of the developer of the above referenced property, and in accordance with the Jefferson County Planning Commission, we would like you to comment on the availability of the fire protection. The commercial condominium subdivision will consist of approximately 78 office/warehouse units on 5.3 acres located in Burr Industrial Park on West Burr Boulevard at its intersection with McGarry Boulevard. I have enclosed a map showing the location for your use. Please review at your earliest convenience and provide your comments to us in writing per the Jefferson County Planning Commission requirements. In addition, as one of the Planning Commissioners continues to bring the subject up in public hearing, could you estimate the response time for this subdivision and include it in your letter.

Thank you in advance for your time.

Sincerely,  
ALPHA ASSOCIATES, INC.

Richard W. Klein, PE



Telephone: 728-3205  
Tax Office: 728-3220  
Fax: 728-3299

## SHERIFF and TREASURER of Jefferson County

Everett "Ed" Boober  
P.O. Box 9  
Charles Town, WV 25414

January 18, 2007

*Alpha Associates Inc  
Richard W Klein  
535 West King St  
Martinsburg WV 25401*

*Dear Mr. Klein:*

*This is in response to your request that this department furnish you with an account with respect to our ability to respond to calls for service regarding matters of law enforcement and preservation of the peace at the proposed Tetra Companies Commercial Condominium Subdivision located in Burr Industrial Park on West Burr Blvd and McGarry Blvd in Jefferson County, West Virginia.*

*The Sheriff's Department is charged with the affirmative duty of investigating criminal activity, preserving the peace, and enforcing the law. This duty extends to all corners of the county and to any community, subdivision or a business property without regard to size or location.*

*However, as our community continues to grow, it becomes progressively more difficult to assure timely response due to the significant increase in the numbers of calls for service with the staffing that is currently being provided to the Sheriff's Department. On occasion, calls for service must be handled on a priority basis where the most-serious, urgent type of events must receive priority in response and other, less serious calls for service, are responded to as quickly as manpower becomes available.*

*The foregoing should not be construed as an expression from this office that we are unable or unwilling to respond to calls for service in a timely manner. Given the resources and level of manpower with which we are obligated to work, our level of service is, and will continue to be responsive, timely, and efficient in carrying out our duties and responsibilities in the areas of law enforcement, criminal investigation and preservation of the peace in the Jefferson County community.*

*Sincerely,*

*Everett "Ed" Boober  
Sheriff and Treasurer*



**WEST VIRGINIA STATE POLICE**

Kearneysville, West Virginia  
January 16, 2007

Richard W. Klein, PE  
Alpha Associates, Inc.  
535 West King Street  
Martinsburg, West Virginia 25401

RE: Providing police services for a proposed subdivision

Dear Sir:

This officer has reviewed your request for comment about police services for your proposed subdivision. This agency, as a law enforcement agency, doesn't have the luxury of declining police services. The West Virginia State Police will respond to any call for service within our area of responsibility; however, with the ever growing population of Jefferson County and the decrease in our manpower, we are forced to prioritize non-emergency calls for service.

Respectfully submitted,

A handwritten signature in black ink that reads "Sgt. E.D. Anderson".

Sergeant E. D. Anderson  
West Virginia State Police  
Charles Town Detachment

APPENDIX

I

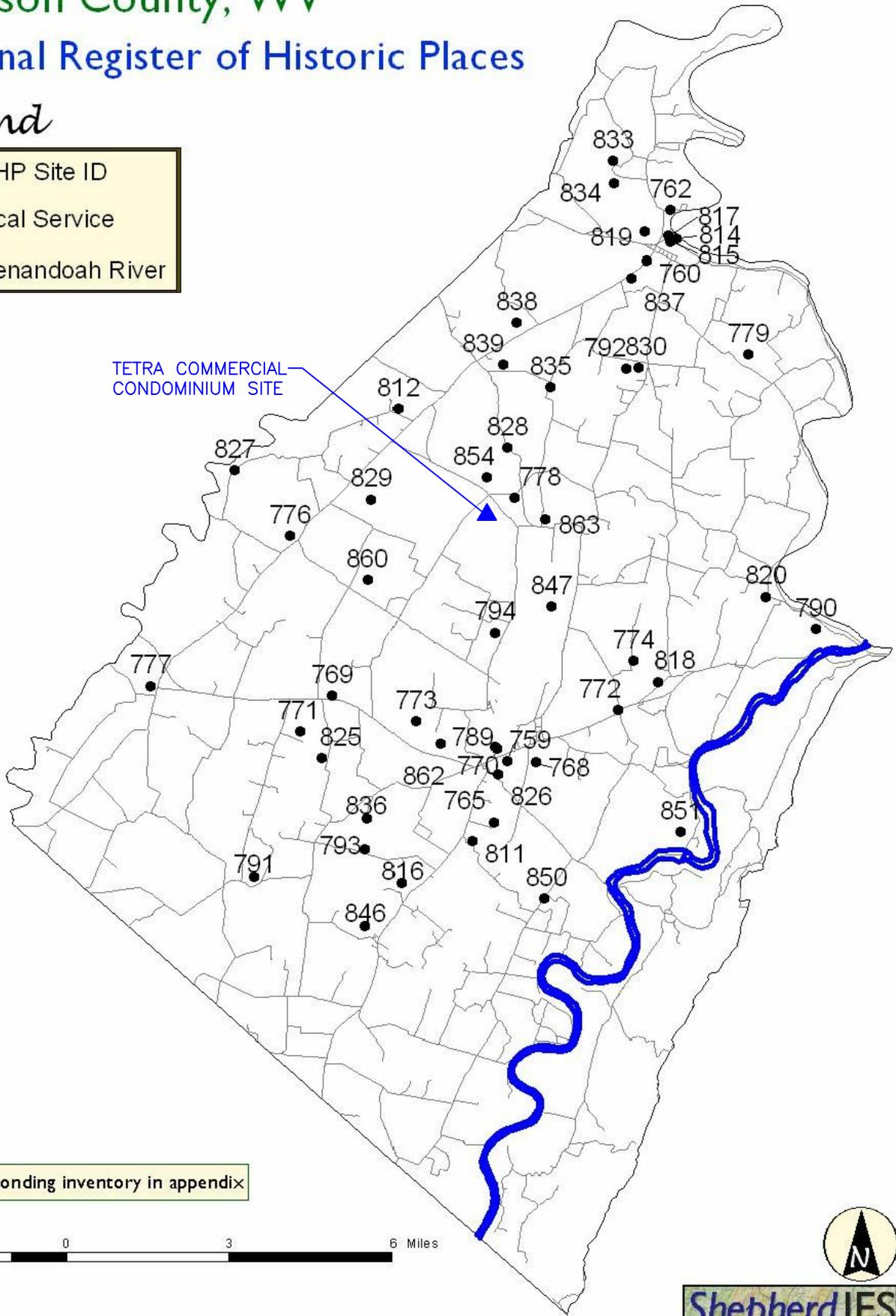
HISTORICAL PROPERTIES  
INFORMATION

# Jefferson County, WV

## National Register of Historic Places

### Legend

- NRHP Site ID
- ~ Local Service
- ~ Shenandoah River



See corresponding inventory in appendix



NATIONAL REGISTER SITES IN JEFFERSON COUNTY

NHS ID NUMBER	NAME OF SITE
759	Gibson-Todd House
760	Morgan-Bedinger-Dandridge House
762	Van Swearingen-Shepherd House
765	Jacks-Manning Farm
768	Belvedere
769	Harewood
770	Jefferson County Courthouse
771	Richwood Hall
772	Rion Hall
773	Worthington
774	Beall Air
776	Prato Rio
777	Middleway Historic District
778	Burr
779	Lucas
789	New Opera House
790	Lee-Longworth House
791	White House Farm
792	Cold Spring
793	Blakeley
794	Aspen Hill
811	Hillside
812	Traveller's Rest
814	Shepherd's Mill
815	Rumsey Hall
816	Beverley
817 & 819	Shepherdstown Historic District and Historic District Boundary Increase
818	Halltown Union Colored Sunday School
820	Strider Farm
825	Cedar Lawn
826	Washington
827	Bower
828	Hazelfield
829	Woodbury
830	Elmwood
833	Elmwood
834	Fruit Hill
835	Glen Burnie
836	Claymont Court
837	Balling Spring - Morgans Grove
838	Rockland
839	Rose Hill Farm
846	Grubb
847	Media Farm
850	The Hermitage
851	Hopewell
854	Tackley Farm
860	Jefferson County Almshouse
862	Altona
863	Gap View Farm

APPENDIX

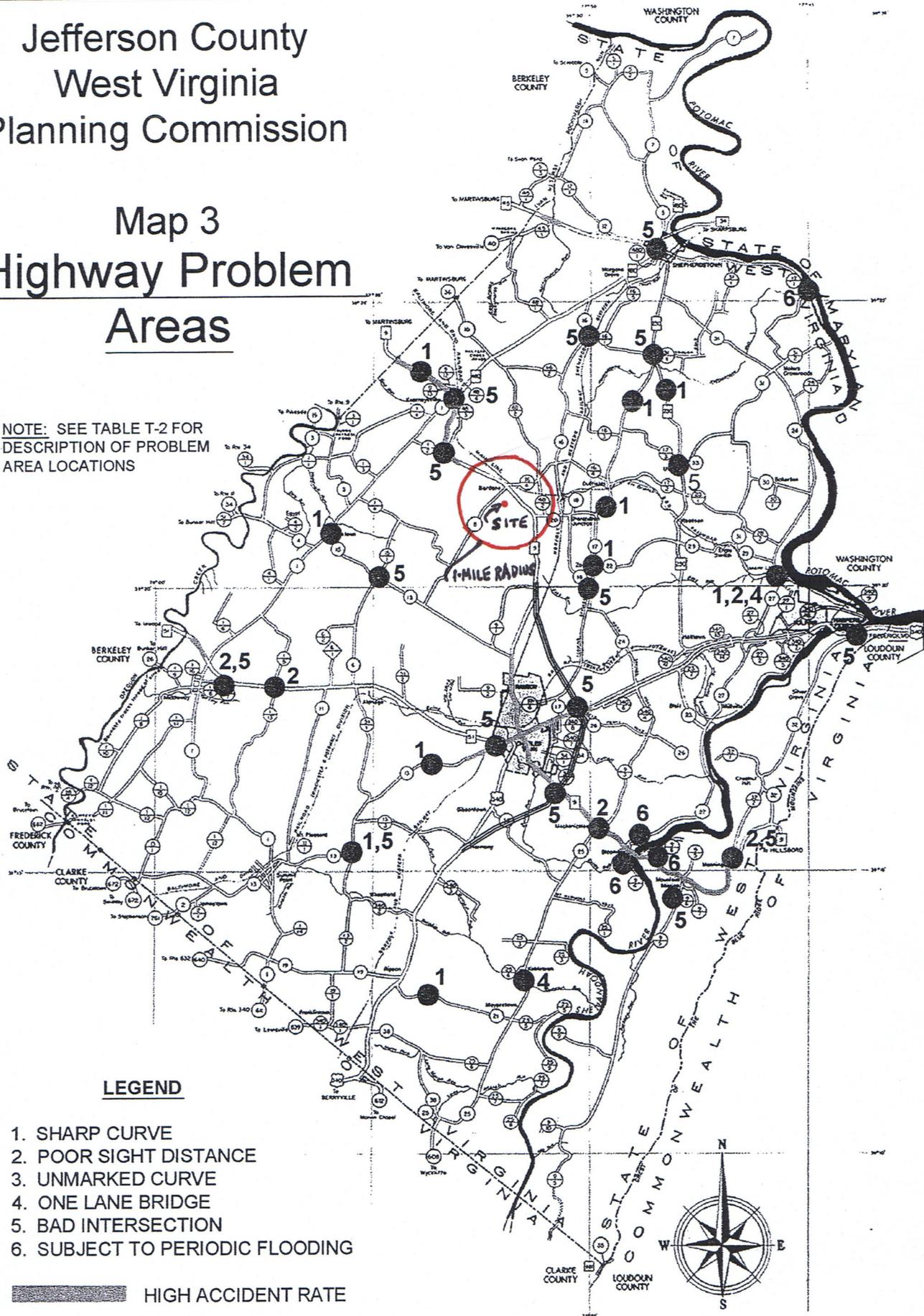
J

TRAFFIC IMPACT DATA

# Jefferson County West Virginia Planning Commission

## Map 3 Highway Problem Areas

NOTE: SEE TABLE T-2 FOR  
DESCRIPTION OF PROBLEM  
AREA LOCATIONS



### LEGEND

- 1. SHARP CURVE
- 2. POOR SIGHT DISTANCE
- 3. UNMARKED CURVE
- 4. ONE LANE BRIDGE
- 5. BAD INTERSECTION
- 6. SUBJECT TO PERIODIC FLOODING

HIGH ACCIDENT RATE

**TABLE T-2**  
Highway Problem Areas

Route Number	Road Class	Location	Problem
340	P	Shenandoah River Bridge to VA Line	Curvy, rough shoulders, falling rocks, stone retaining wall at edge of road.
340	P	Intersection with Rt. 32	Inadequate turning area onto Rt. 32.
340	P	Intersection with Rt.9	Poor access from Rt. 340 (By-pass) east-bound off ramp onto Rt. 9 west-bound lane.
9	P	Intersection with Rt. 340	Poor access from Rt. 9 (By-pass) west-bound off ramp onto Rt. 340 west-bound lane.
9	P	Intersection with Rt. 32/2	Poor intersection angle causing poor visibility.
9	P	Intersection with Rt. ½ & 48/3	Numerous intersections.
9	P	Intersection with Rt. 480	Poor left turn movements onto Rt. 480 & Rt. 1
9	P	Intersection with 9/3	Poor sight distance.
51	S	Intersection with Rt. 1/5 & 1/13	Poor sight distance turning onto Rt. 1/5 & Rt. 1/13.
51	S	From Qpequon Creek to Charles Town	Hidden driveways.
230	S	1 mile South of Rt. 17	S-Curve
230	S	Intersection with Rt. 31/1 & 16/1	Poor visibility/sight distance.
1/7	L	Intersection with Rt. 51 (Middleway)	Poor sight distance & intersection angle.
1/17	L	Between Rt. 1 & Rt. 13	Rough one-lane dirt road.
9/3	L	Intersection with Rt. 9 (Cattail Run Rd. & Rt. 9)	Poor sight distance pulling onto Rt. 9.
9/4	L	From Rt. 9 at Bloomery to the dead-end	Within 100 year flood plain, periodic flooding.
9/5	L	From Rt. 9, South to VA Line (Mission Road)	Many curves on 2 - lane paved section with large subdivisions.
13	L	Intersection with Rt. 51 in Charles Town	Poor intersection angle causing poor visibility.
13	L	Intersection with Rt. 51/1	Poor intersection angle causing poor visibility.
13	L	Intersection with Rt. 13/2	90-degree turn.
16/1	L	Intersection with Rt. 16	Poor intersection angle causing poor visibility.
17	L	½ Mile South of Duffields	Two 90-degree turns.
17	L	1 Mile South of Rt. 230 Intersection	S-Curves
18	L	Intersection with Rt. 17 North of Rt. 24	Poor intersection angle causing poor visibility.
21	L	1 Mile East of Rt. 340 at Rippon	Two 90-degree turns.
22	L	Intersection with Rt. 17	Poor visibility.
Rt. 32	L	Intersection with Rt. 340	Poor intersection angle causing poor visibility, steep grade of road is dangerous when icy or wet.

Road Classifications: P = Primary, S = Secondary, L = Local Service Road

**APPENDIX  
K**

**SEWER AND WATER AVAILABILITY  
LETTERS**

*Jefferson County  
Public Service District*

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January 30, 2007

Mr. Paul Raco, Director  
Jefferson County Planning Commission  
PO Box 338  
Charles Town, WV 25414

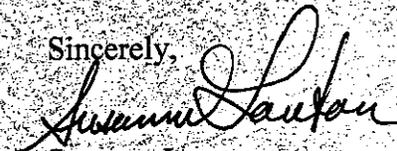
Re: Burr Industrial Park, Lot 23

Dear Mr. Raco:

Jefferson County PSD has 766.5 EDUs of capacity at the Charles Town Wastewater Treatment Plant. It is expected that Lot 23 will use 13.8 EDUs of this capacity for the proposed commercial condominium subdivision. As you are aware, the District is in the process of planning to build a 1 Million gpd Wastewater Treatment Plant in the Flowing Springs Basin. Any flows from Lot 23 will be redirected to this new plant shortly after it is constructed. When the Lot 23 final plat is recorded, they will be eligible to pay their fees to the PSD and we will issue individual letters for building permits.

The information provided here is a synopsis of circumstances. This letter does not constitute an offer or agreement by the District. Should additional information be needed, please feel free to contact me.

Sincerely,



Susanne Lawton  
General Manager

CC: Ryan Perks, Alpha Associates, Inc  
David DuRant, The Tetra Companies, LLC  
James Kelsh

210 W. 3rd Avenue  
Ranson, WV 25438  
Phone: 304-725-4647  
Fax: 304-725-5976  
E-Mail: [admasst@jcpsd.com](mailto:admasst@jcpsd.com)

# Jefferson Utilities, Inc.

February 2, 2007

Mr Ryan Perks  
Alpha Associates, Inc.  
535 West King Street  
Martinsburg, WV 25401

Re: Water Availability

Dear Mr. Perks:

I am writing in response to your letter of January 16, 2007. Accordingly, Jefferson Utilities will be pleased to provide water service to the proposed commercial condominium subdivision on Lot 23 consisting of 5.3 acres on the Burr Industrial Park to be developed by Tetra Corporation, the Developer. We understand that the project is intended to consist of 78 office/warehouse units.

The extension would be made in accordance with an Alternate Main Line Extension Agreement (AMLEA) to be entered into by the Developer and Jefferson Utilities, Inc. We will need the development plans to use as an Exhibit with the AMLEA. Please forward your tentative plans when available in order that we can review water line sizing and location.

Sincerely,



Lee Snyder, President

APPENDIX

L

LETTER FROM WVDNR



**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**

**April 5, 2007**

**Joe Manchin III**  
**Governor**

**Frank Jezioro**  
**Director**

Mr. Ryan P. Perks  
Alpha Associates, Inc.  
535 West King Street  
Martinsburg, WV 25401

Dear Mr. Perks:

We have reviewed our files for information on rare, threatened and endangered (RTE) species and sensitive habitats for the area of Tetra Companies' proposed commercial condominium subdivision in Jefferson County, WV.

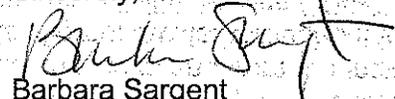
We have no known records of any RTE species or sensitive habitats within the project area; however, the federally threatened Madison Cave isopod (*Antrolana lira*) could occur at the site. In West Virginia, this species is currently known to occur in a cave and from groundwater wells in Jefferson County; however, it could occur in pockets of groundwater throughout the karst areas of Jefferson County. Please contact the US Fish and Wildlife Service (304-636-6586) regarding any necessary coordination. For more information on this isopod please see the species fact sheet on our website: [www.wvdnr.gov/wildlife/RETSpecies.asp](http://www.wvdnr.gov/wildlife/RETSpecies.asp).

The Wildlife Resources Section knows of no surveys that have been conducted in the area for rare species or rare species habitat. Consequently, this response is based on information currently available and should not be considered a comprehensive survey of the area under review.

In addition, this response may fulfill your obligation for a permitting process for the presence of RTE species at the state level. This response and/or the data provided does not constitute an approval by the Division of Natural Resources (DNR) to proceed with a project without satisfying any and all additional required permits or approvals from DNR or other local, state or federal agencies.

Thank you for your inquiry, and should you have any questions please feel free to contact me at the above number, extension 2048. Enclosed please find an invoice.

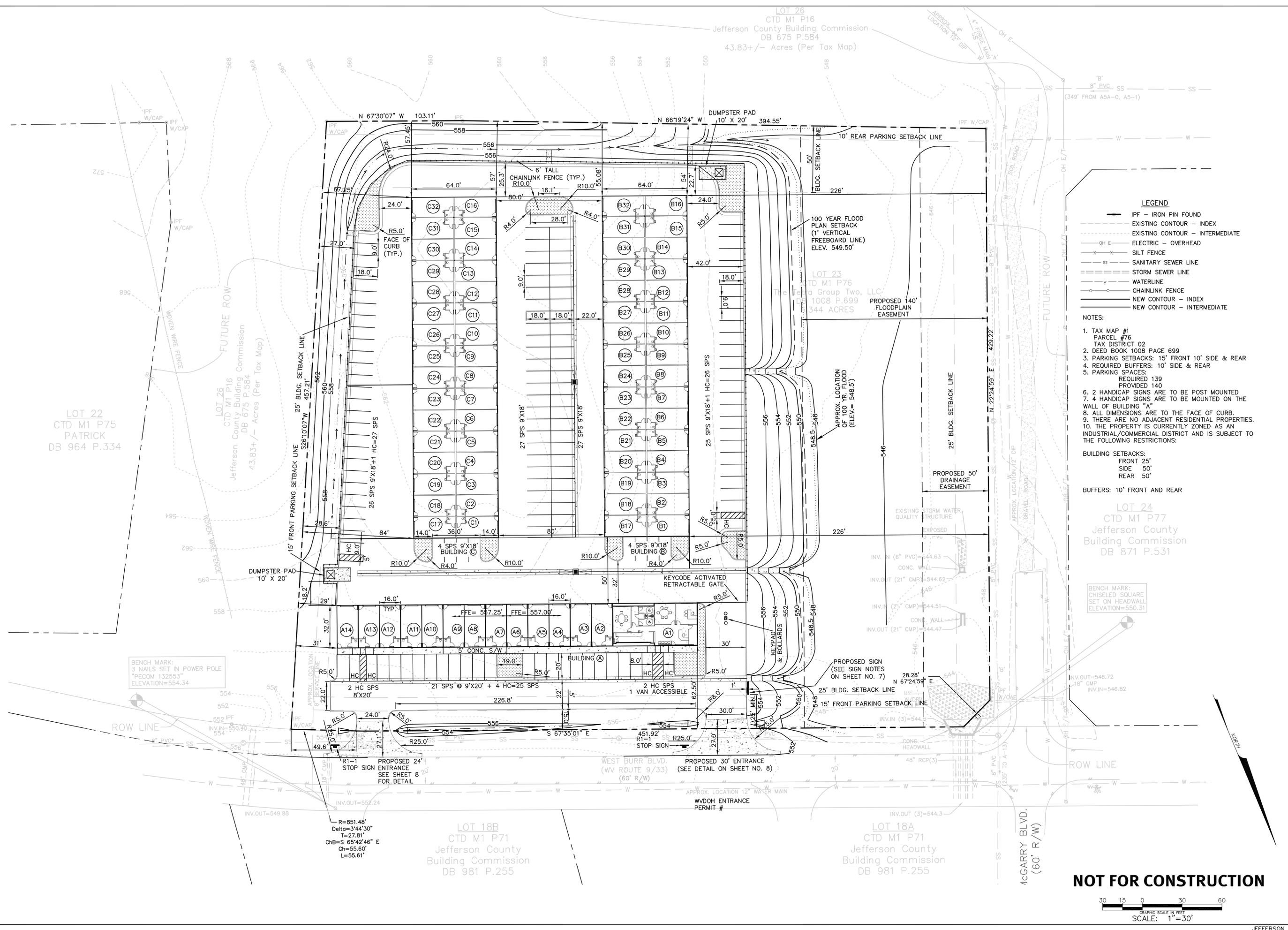
Sincerely,

  
Barbara Sargent  
Environmental Resources Specialist  
Natural Heritage Program

enclosure

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207-459



- LEGEND**
- IPF - IRON PIN FOUND
  - EXISTING CONTOUR - INDEX
  - EXISTING CONTOUR - INTERMEDIATE
  - OH E - ELECTRIC - OVERHEAD
  - X - SILT FENCE
  - SS - SANITARY SEWER LINE
  - STORM SEWER LINE
  - W - WATERLINE
  - CHAINLINK FENCE
  - NEW CONTOUR - INDEX
  - NEW CONTOUR - INTERMEDIATE
- NOTES:**
1. TAX MAP #1 PARCEL #76 TAX DISTRICT 02
  2. DEED BOOK 1008 PAGE 699
  3. PARKING SETBACKS: 15' FRONT 10' SIDE & REAR
  4. REQUIRED BUFFERS: 10' SIDE & REAR
  5. PARKING SPACES: REQUIRED 139 PROVIDED 140
  6. 2 HANDICAP SIGNS ARE TO BE POST MOUNTED
  7. 4 HANDICAP SIGNS ARE TO BE MOUNTED ON THE WALL OF BUILDING "A"
  8. ALL DIMENSIONS ARE TO THE FACE OF CURB.
  9. THERE ARE NO ADJACENT RESIDENTIAL PROPERTIES.
  10. THE PROPERTY IS CURRENTLY ZONED AS AN INDUSTRIAL/COMMERCIAL DISTRICT AND IS SUBJECT TO THE FOLLOWING RESTRICTIONS:
- BUILDING SETBACKS:**  
 FRONT 25'  
 SIDE 50'  
 REAR 50'
- BUFFERS: 10' FRONT AND REAR**

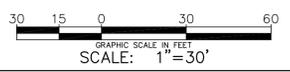
**CIS SKETCH PLAT**  
**LOT 23**  
**BURR INDUSTRIAL PARK**  
 JEFFERSON COUNTY, WEST VIRGINIA

PROJECT NO. 20045029  
 G.L. NO.  
 FILE NO.  
 DATE: 4/25/2007  
 DRAWN BY: JMS  
 CHECKED BY: MDM

**HURT & PROFFITT**

SHEET NO.  
**1 OF 2**

**NOT FOR CONSTRUCTION**



**HURT & PROFFITT**  
 INCORPORATED  
 6330 NORTH CENTER DRIVE, STE. 141  
 NORFOLK, VA 23502  
 866.298.6981 TOLL FREE  
 757.461.4009 MAIN  
 757.461.3971 FAX

LOT 22  
CTD M1 P75  
PATRICK  
DB 964 P.334

LOT 26  
CTD M1 P16  
Jefferson County Building Commission  
DB 675 P.584  
4.83 +/- Acres (Per Tax Map)

LOT 23  
CTD M1 P76  
The Tetra Group Two, LLC  
DB 1008 P.699  
5.344 ACRES

LOT 24  
CTD M1 P77  
Jefferson County Building Commission  
DB 871 P.531

LOT 18B  
CTD M1 P71  
Jefferson County Building Commission  
DB 981 P.255

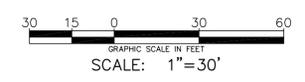
LOT 18A  
CTD M1 P71  
Jefferson County Building Commission  
DB 981 P.255

1. ALL SIZES AND SPECIES MENTIONED ARE TO BE IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60).

LANDSCAPING			
	REQUIRED	PROVIDED	
ROW TREES	24	24	
BUFFER TREES	49	49	
BUFFER SHRUBS	98	98	
PARKING GREEN AREA	3900SF 5%	3900 SF	
GREEN AREA TREES	0	16	
GREEN AREA SHRUBS	0	25	

- MEDIUM EVERGREEN TREE - 6 FT. TALL AT PLANTING AND LIKELY TO REACH A HEIGHT OF 20 FT. OR MORE AT MATURITY. AMERICAN HOLLY OR EQUIVALENT.
- EVERGREEN SHRUB - 2FT. TALL AT PLANTING AND LIKELY TO REACH A HEIGHT OF 6FT. OR MORE AT MATURITY. JAPANESE YEW OR EQUIVALENT.

- MEDIUM FLOWERING DECIDUOUS TREE - 6 FT. TALL AT PLANTING AND LIKELY TO REACH A HEIGHT OF 20 FT. OR MORE AT MATURITY. BRADFORD PEAR OR EQUIVALENT.
- MAJOR STREET TREE - DECIDUOUS, 8-10 FT. TALL AT PLANTING WITH MIN. CALIPER OF 1 1/2" MEASURED 6" ABOVE GROUND LEVEL. WILLOW OAK OR EQUIVALENT AS PER JEFFERSON COUNTY STREET TREE VARIETY LIST.



**LANDSCAPE PLAN**  
LOT 23  
**BURR INDUSTRIAL PARK**  
JEFFERSON COUNTY, WEST VIRGINIA

PROJECT NO. 20045029  
G.L. NO.  
FILE NO.  
DATE: 4/25/07  
DRAWN BY: JCT/WTD/RLA  
CHECKED BY: