

DEED OF CONSERVATION EASEMENT

23.00

This DEED OF CONSERVATIONS EASEMENT ("Easement") is made this 13th day of November, 2015, by Juanita Timbrook and having an address at 127 Bald Hill Road, ("Grantor") to the HAMPSHIRE COUNTY FARMLAND PROTECTION BOARD having its mailing address at P.O. Box 806, Romney, WV 26757 ("Grantees").

1)

WITNESSETH

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Hampshire County, West Virginia, consisting of 146.099 acres of land, more or less, and more particularly described in Exhibit A "Legal Description", incorporated herein by reference (the "Property"). The Property is also described in a deed of record in the office of the Clerk of the County Commission, Hampshire County at Deed Book 298, Page 390;

WHEREAS, Grantor and Grantee have the exclusive common purpose of preserving the agriculture and open space character of the Property.

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

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

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

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

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

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

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

NOW THEREFORE, as an absolute gift for no monetary consideration (\$0.00) but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor unconditionally and irrevocably grants and conveys unto Grantees, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property, and the Grantee accepts the said Easement.

It is the purpose of this Easement to assure that the Property will be retained forever in its natural, agricultural, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, including its prime, unique, and important soils. To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth.

1. TERMS, CONDITIONS AND RESTRICTIONS

Grantor reserves to herself, and to her personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose to this Easement. The following terms, conditions and restrictions clarify and govern the intent of Grantor and Grantee:

1. **Duration of Easement.** This Easement shall be perpetual.
2. **Subdivision.** It is the intention of Grantor to protect the open space values of the land. Subdivision is prohibited.
3. **Development Rights.** All other development rights not specifically reserved under this Easement are hereby extinguished and shall not be transferred to any other property pursuant to a transfer of development rights program or any other means or used to calculate permitted development density.
4. **Use and Quiet Enjoyment.** Grantor has the right to reside on the property and to benefit from all aspects of the quiet enjoyment of the Property. Grantor has the right to engage in any and all personal recreational uses of the property, including but not limited to hiking, touring, swimming, camping, biking, hunting, and fishing, that require no development of the land and are consistent with the Conservation Values.
5. **Agricultural Uses of the Land.** Grantor may engage in any and all agricultural uses of the Property. For example, the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits, nuts and vegetables of all kinds; nursery, floral, and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Property are permitted. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. Swine and poultry production shall only be for the personal use by the Grantor. The Property shall not be used for large scale swine and poultry operations.
6. **Impervious Surface Limitation.** The total area of impervious surfaces on the Property shall not exceed two percent (2%) of the total area of the Property unless Grantees provide an express written exception. Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of storm water directly into the soil including, but not limited to, buildings, structures, additions, roofs, paved parking and road areas, and concrete pads. Approved Conservation practices are exempt from the impervious cover limitation.
7. **Residential Dwellings.** Grantor and Grantee acknowledge the existence of 1 single family residential dwellings on the Property. The single family residential dwelling shall be contained in a building envelope (Residential Area) no greater than 3 acres. The residential building envelope is indicated in Exhibit B. Grantor has the right to maintain, repair, enlarge or replace each allowed single residential dwelling and she has the right to construct structures such as garages, sheds and personal recreational facilities within each building envelope.
8. **Agricultural Structures.** Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct

marketing and storage of agricultural products produced principally on the Property. Non-agricultural commercial and industrial structures and uses are prohibited.

9. **Commercial Activities.** Commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited. Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.
10. **Home Businesses.** Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Property, provided that the occupation or business must be conducted entirely within the single residential dwelling or structures allowable under *Residential Dwelling Terms, Conditions, and Restrictions* of this Easement. The use of the dwelling shall be clearly incidental and subordinate to the use of the dwelling for residential purposes.
11. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Property that are supportive and agriculturally compatible may be established on the property.
12. **Removal of Natural Resources.** Ditching, draining, filling, excavating, removal of topsoil or sand, gravel or rock on the Protected Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Easement, or are an approved conservation plan activity, and do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction of minerals, oil, gas, or any other hydrocarbon substance from the surface of the Property is prohibited.
13. **Management of Woodland Resources:** Forest management shall be conducted in accordance with a Forest Management Plan, prepared by a West Virginia registered professional forester. All timber harvest must be conducted in accordance with a Forest Management Plan that has been updated within ten (10) years prior to the harvest. The Plan must be approved by the Grantee prior to harvest. Minimal cutting of trees for personal use of Grantor, accommodating permitted structures on the property, controlling non-native invasive species, preventing damage to improvements, maintaining pastures, and preventing hazards is permitted without a forest management plan.
14. **Streams, Wetland and Water Bodies.** There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity or which could alter natural water level and/or flow in or over the Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and the reasonable use of the available water of the property for agricultural purposes permitted by this easement. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property shall be considered an agricultural use. Conservation practices for agricultural production, approved by a certified conservation planner, shall be exempt from this restriction.
15. **Wastes.** Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles, machines or other material on the property is prohibited. However, composting of biodegradable material used or produced on the Property to improve gardens, pastures, and crops on the Property is permitted.
16. **Utilities.** Utility lines (including, but not limited to, power, communications, and water supply lines) may be placed or constructed for the sole purpose of providing service to permitted structures on the Easement Area. Public and private utilities whose construction and maintenance will not significantly impair the Easement Area's Conservation Values may be constructed and maintained if Grantees, in their sole and absolute discretion, give their prior written approval. This sub paragraph is not intended

to conflict with utility easements existing on the Easement Area as of the date this deed of Conservation Easement is executed.

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

II. General Provisions

1. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
2. **Rights of the Grantee.** Grantees, or their agent have the right to enter the Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's or her successors compliance with and otherwise enforce the terms of this Easement. Entry shall be upon prior reasonable notice to Grantors, unless emergency entry is required.
3. **Grantee Notification/ Approval.** Grantor reserves for herself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantee.
4. **Grantee's Remedies.** Upon any breach of the terms of this Easement by Grantor, Grantees may, by appropriate proceedings, exercise any or all of the following remedies:
 - a. Seek and obtain mediation or arbitration; and
 - b. Seek and obtain legal and or equitable relief as may be necessary to enforce the terms of this Easement; and
 - c. Require that the Property be restored promptly to the condition it was in on the effective date of this Easement.

Grantee remedies shall be cumulative and shall be in addition to any other rights and remedies available at law or equity. If Grantor is found to have breached any of the terms of this Easement, Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee through the remediation process, including costs of restoration necessitated by Grantor's violation of the terms of this Easement, court costs, and reasonable attorneys' fees.

5. **Effect of Failure to Enforce.** No failure on the part of Grantee to enforce any term of this Easement shall discharge or invalidate such term or any other term of this Easement or affect the right of Grantee to enforce the same in the event of a subsequent breach or default. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right to remedy or be construed as a waiver.
6. **Acts beyond the Grantors' Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantors' control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that the Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantee has the right to pursue enforcement action against the responsible parties.
7. **Costs, Legal Requirements and Liabilities.** Grantor, her heirs, successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.
8. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of this Easement.

9. **Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and their members, directors, officers, employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with: injury or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent arising out of the negligence of any of the Indemnified Parties including but not limited to, the release, use, or deposit of any hazardous substance on the Property.
10. **Proceeds for Extinguishment.** The donation of this Easement gives rise to a property right, immediately vested in the Grantee. If circumstances arise in the future that render the purpose of this easement impossible to accomplish, this Easement can only be terminated or extinguished, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be an amount equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property as these values are determined on the date of this Deed. For the purposes of this paragraph, the ratio of the value of the Easement to the unrestricted fair market value of the Property shall remain constant. The ratio on the effective date of this grant shall be based on the deduction for federal income tax purposes allowable by reason of this grant pursuant to Section 170(h) of the Code.
11. **Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to compensation at not less than the fair market value of the Property determined without regard to the existence of the Easement.
12. **Assignment.** This Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. In the event the Hampshire County Farmland Protection Board ceases to operate or exist, the rights of the Grantee under this Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (WV Code 20-12-1, et seq., 1995). The Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the Easement was originally intended to advance. The transfer of the easement to a new successor transferee or assignee will not create a financial obligation of any kind on the Grantor.
13. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, all leasehold interest.
14. **Estoppels Certificates.** Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppels certificate, which certifies Grantor’s compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.
15. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantor: Juanita Timbrook
127 Bald Hill Road
Romney, WV 26757

To Grantee: Hampshire County Farmland Protection Board
P.O. Box 806
Romney WV, 26757

Or to address either party may designate by written notice

- 16. Recordation.** Grantee shall record this instrument in timely fashion with the Office of the Clerk of Hampshire County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.
- 17. Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will invalidate this Easement or be inconsistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.
- 18. Other Provisions.**
- a. Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.
 - b. Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the may be, shall not be affected thereby.
 - c. No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantors' title in any respect.
 - d. Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
 - e. Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.
 - f. Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.
 - g. Title Warranties.** Grantor warrants that Grantor has good title to the Property; that Grantor has the right to convey this Easement, and that the Property is free and clear of any encumbrances.
 - h. Merger.** If Grantee at some future time acquires the underlying fee title in the Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate.

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

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

Juanita M. Timbrook
Signature

11/13/15
Date

GRANTEE:

Hampshire County Farmland Protection Board

Brian K Eglinger
Signature

11.13.15
Date

*This document prepared by the
Hampshire County Farmland Protection Board*

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

The foregoing instrument was acknowledged before me this 13th day of November, 2015

By: Juanita M. Timbrook
LANDOWNER

My commission expires: 10/11/2021



[Signature]
Notary Public

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

The foregoing instrument was acknowledged before me this 13th day of November, 2015

By: Brian Eglinger
Executive Director, on behalf of the HCFPB



[Signature]
Notary Public

SCHEDULE OF EXHIBITS

- A. Legal Description of Property subject to Easement
- B. Residential Envelope

EXHIBIT A: Legal Description of Real Estate

TRACT 1:

All those certain tracts or parcels of real estate situate in Sherman District, Hampshire County, West Virginia, consisting of four tracts containing 37 acres, 39 poles; 47 ½ acres; 86 ¼ acres; and 1 ½ acres, more or less, being more particularly described in that certain Deed from Eliza H. Pancake, et als, dated February 2, 1959, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 141 at Page 379.

Less, however, that certain out conveyance dated the 9th day of June, 1962, of record in the aforesaid Clerk's Office in Deed Book 154 at Page 196, wherein Sloan H. Timbrook, et als, conveyed a portion of said real estate containing 4.65 acres, more or less, unto the Western Union Telegraph Company.

Less, however, that certain out conveyance dated the 30th day of July, 1964, of record in the aforesaid Clerk's Office in Deed Book 162 at Page 475, wherein Sloan H. Timbrook, et ux, conveyed all of their right, title, and interest in and to a portion of real estate containing 1.67 acres, more or less, unto the said John R. Timbrook and Juanita Timbrook.

And being the same real estate conveyed unto John R. Timbrook and Juanita M. Timbrook, Husband and Wife, as joint tenants with full rights of survivorship, by deed of Fern Peer Timbrook, dated January 7, 1988, of record in the aforesaid Clerk's Office in Deed Book 298 at Page 390.

Less further, however, that certain out conveyance dated November 12, 1990, of record in the aforesaid Clerk's Office in Deed Book 323 at Page 587, wherein John R. Timbrook and Juanita Timbrook conveyed 5.00 acres, more or less unto Roger D. Colebank and Esther Ann Colebank.

Less further, however, that certain out conveyance dated June 27, 2014, of record in the aforesaid Clerk's Office in Deed Book 522 at Page 651, wherein Juanita Timbrook conveyed 7.15 acres, more or less, unto Roger D. Colebank and Esther Ann Colebank.

Less further, however, that certain out conveyance dated July 15, 1996, of record in the aforesaid Clerk's Office in Deed Book 369 at Page 391, wherein John R. Timbrook and Juanita Timbrook 0.639 acres, more or less, unto Donald P. Cookman, Trustee.

*Bio-E
SMT*

There is exempted and reserved from this conveyance, however, that certain tract or parcel of real estate containing 4.381 acres, more or less, as described on that certain Plat of Survey and Description of Survey dated September 15, 2015, prepared by Richard L. Moreland, Professional Surveyor, which Plat of Survey and Description of Survey are attached hereto for a more particular metes and bounds description of excepted real estate.

TRACT 2:

All that certain tract or parcel of real estate containing 2.309 acres, more or less, situate in Sherman District, Hampshire County, West Virginia, which real estate is more particularly described upon that certain Plat of Survey and Description of Survey for John R. Timbrook and Juanita Timbrook, as prepared by Frank A. Whitacre, LLS, which Plat of Survey and Description of Survey are of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 369 at Page 401 (and designated as Tract 2 in the attached Exhibit A).

And being the same tract or parcel of real estate conveyed unto John R. Timbrook and Juanita M. Timbrook, Husband and Wife, by deed of Donald P. Cookman, Trustee, dated July 15, 1996, of record in the aforesaid Clerk's Office in Deed Book 369 at Page 397.

DESCRIPTION OF SURVEY NO. 15-050-01
4.381 Acres September 15, 2015

A tract of land in Sherman District, Hampshire County, West Virginia, lying south of "Bald Hill Road" about 0.80 miles northeast of the intersection of said "Bald Hill Road" and West Virginia County Numbered Route 10, "Grassy Lick Road", being more particularly described as follows:

Beginning at a found two inch iron pipe, common corner to the remaining land of Juanita M. Timbrook and Visual Link of WV, LLC, thence with said Visual Link of WV, LLC

S 53°51'10" E 450.00 feet to a set 5/8 inch Moreland capped rebar, corner to the said remaining land of Juanita M. Timbrook, thence with four new lines of division through the land of said Timbrook

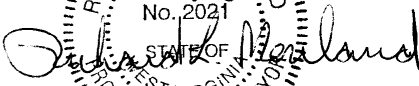
S 87°30'53" E 179.93 feet to a set 5/8 inch Moreland capped rebar, thence

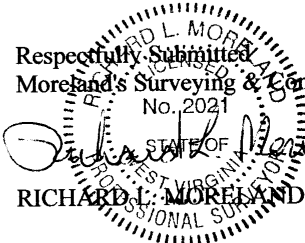
S 27°31'24" W 546.71 feet to a set 5/8 inch Moreland capped rebar, thence

N 33°14'40" W 545.75 feet to a set 5/8 inch Moreland capped rebar, thence

N 01°39'01" E 301.77 feet to the beginning, containing 4.381 Acres, more or less, as surveyed by Moreland's Surveying & Consulting, Inc. and shown on a plat dated September 15, 2015, attached hereto and made a part of this description.

Being part of the same tract of land conveyed from Fern Peer Timbrook to John R. Timbrook and Juanita M. Timbrook, by deed of correction dated January 7, 1988 and recorded in the office of the Clerk of Hampshire County, Romney, West Virginia, in Deed Book 298 at page 390.

Respectfully Submitted
Moreland's Surveying & Consulting Inc.
No. 2021

RICHARD L. MORELAND PS NO. 2021

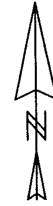


Plat of Survey for
Juanita M. Timbrook
 Showing Excluded Area for Hampshire
 County Farmland Protection Easement

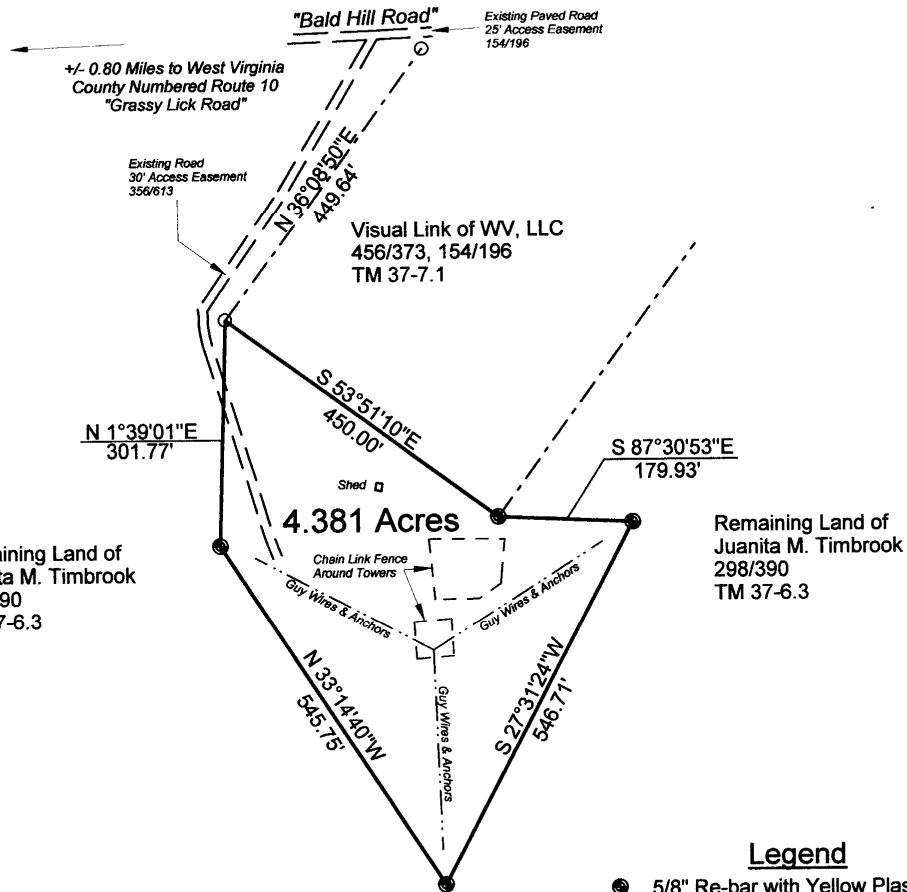
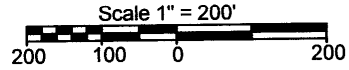
Sherman District Hampshire County
 West Virginia

Reference: Deed Book 298 Page 390
 Tax Map 37 Parcel 6.3

THE PROPERTY HERE DESCRIBED SHALL NOT BE USED FOR
 RESIDENTIAL OR COMMERCIAL PURPOSES OTHER THAN THE
 LEGAL UTILITY THE LOT WAS DESIGNED FOR.



Bearings on this map are magnetic
 compass declination 10° 17' West

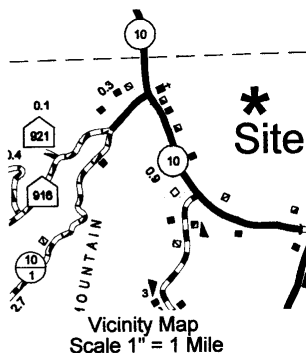


Legend

- 5/8" Re-bar with Yellow Plastic Cap Labeled "Moreland PS 2021" Set
- Found 2" Iron Pipe

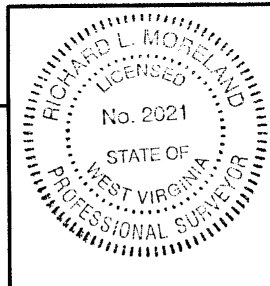
Approved Minor Subdivision:
 Section 5.1 J DATE 9-30-15

Hampshire County Planning



**Moreland's Surveying
 & Consulting, Inc.**
 Sunrise Professional Building
 22331 Northwestern Pike
 Romney, WV 26757
 (304) 822-4441

Richard L. Moreland



Date: September 15, 2015
 Map No.: 15-050-01

EXHIBIT B: Description of Residential Envelope

All that certain tract or parcel of real estate containing 2.309 acres, more or less, situate in Sherman District, Hampshire County, West Virginia, which real estate is more particularly described upon that certain Plat of Survey and Description of Survey for John R. Timbrook and Juanita Timbrook, as prepared by Frank A. Whitacre, LLS, which Plat of Survey and Description of Survey are of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 369 at Page 401 (and designated as Tract 2 in the attached Exhibit A).

And being the same tract or parcel of real estate conveyed unto John R. Timbrook and Juanita M. Timbrook, Husband and Wife, by deed of Donald P. Cookman, Trustee, dated July 15, 1996, of record in the aforesaid Clerk's Office in Deed Book 369 at Page 397.

ERIC # Strite
HAMPSHIRE County 09:45:09 AM
Instrument No 168755
Date Recorded 11/18/2015
Document Type DEED
Pages Recorded 11
Book-Page 532-347
Recording Fee \$17.00
Additional \$5.00