



MORGANTOWN PLANNING COMMISSION

December 11, 2014
6:30 PM
City Council Chambers

President:

Peter DeMasters, 6th Ward

Vice-President:

Carol Pyles, 7th Ward

Planning Commissioners:

Sam Loretta, 1st Ward

Tim Stranko, 2nd Ward

William Blosser, 3rd Ward

Bill Petros, 4th Ward

Mike Shuman, 5th Ward

Ken Martis, Admin.

William Kawecki, City Council

STAFF REPORT

CASE NO: MJS14-01/ Monongalia County Habitat for Humanity / Jerome Street
FINAL PLAT

REQUEST and LOCATION:

Request by Monongalia County Habitat for Humanity for final major subdivision plat approval for property located along Jerome Street.

TAX MAP NUMBER (s) and ZONING DESCRIPTION:

Tax Map 24, Parcel 41; R-1A, Single-Family Residential District

SURROUNDING ZONING:

R-1A, Single-Family Residential District

BACKGROUND and ANALYSIS:

The Planning Commission approved the petitioner's preliminary plat on 10 JUL 2014 to create ten (10) building lots for the development of ten (10) single-family dwelling units. The petitioner now seeks final plat approval, which serves as the recording instrument. Addendum A of this report illustrates the location of the subject site.

The following list enumerates the Planning Commission's preliminary plat approval and conditions of 10 JUL 2014 and how each has been addressed by the petitioner (*in bold italics*).

1. That the following revisions be included in the final plat documents:
 - a) The final plat documents include property boundary adjustments OR a "Reserve Strip", as defined in Article 1313.01(26) in the P&Z Code, via an access easement to ensure access to the Lot labeled "SWM AREA." Said means of access from the proposed cul-de-sac right-of-way to the Lot labeled "SWM AREA" must have a minimum width of fifteen (15) feet.
This provision is no longer required as stormwater management facility design has been modified to eliminate the need for a stormwater area reserve.
 - b) That the corners of Lots labeled 1 and 10 on the preliminary plat, which are located at the proposed Jerome Street and cul-de-sac intersection, must be modified to include a curve with a minimum radius of twenty (20) feet joining the sidelines of such rights-of-way as required by Article 1321.06(g).

Addressed.

Development Services

Christopher Fletcher, AICP
Director

Planning Division

389 Spruce Street
Morgantown, WV 26505
304.284.7431



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2. That, because the minimum R-1A District lot area and minimum lot width standards are observed in the preliminary plat documents for the building lots, variance relief is granted herein from the Article 1321.06(f) minimum width standard of seventy-five feet at the building line of the corner lots labeled Lot 1 and Lot 2 on the preliminary plat.

No action required.

3. That, because the City Engineering Department's modeling found that the proposed right-of-way and pavement widths and right-of-way turnaround radius are sufficiently designed to ensure access and maneuvering of the Morgantown Fire Department apparatus that will be responding to the single-family structures, variance relief is granted as follows:

- a) Variance relief is granted herein from the minimum right-of-way radius for the proposed cul-de-sac turnaround standard of Article 1321.02(c)(6) so that said radius may be no less than forty (40) feet; provided concurrence is obtained from the City Fire Marshal.

No action required.

- b) Variance relief is granted herein from the minimum right-of-way width and minimum pavement width standards of Article 1323.03 (d) so that the right-of-way width may be no less than twenty (20) feet and the pavement width may be no less than eighteen (18) feet; provided concurrence is obtained from the City Fire Marshal. Additionally, the Planning Commission recommends that the City Engineer prohibit on-street parking along the proposed subdivision's cul-de-sac.

No action required.

4. That, prior to final plat submission, the developer must obtain variance relief from the Board of Zoning Appeals from Article 1335.07(F) so that a four (4) to five (5) foot sidewalk can be constructed from the proposed cul-de-sac entrance thence along Jerome Street to the sidewalk that will be constructed at the intersection of Jerome Street and Jersey Avenue rather than constructing a sidewalk along the cul-de-sac frontages of the building lots. Should said variance relief be granted by the Board of Zoning Appeals, final plat documents must illustrate said sidewalk.

Variance relief was granted by the BZA on 19 NOV 2014 under Case No. V14-50.

5. That a conservation easement or similar preservation instrument must be included in the final plat documents that prevents development of the Lot labeled "SWM AREA" on the preliminary plat from taking place now and in the future and protect the property's intended purposes of stormwater management and open-space value. Additionally, final plat documents must include means of dedication or reservation and ownership of said "SWM AREA."

This provision is no longer required as stormwater management facility design has been modified to eliminate the need for a stormwater area reserve.

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6. That a conservation easement or similar preservation instrument be included in the final plat documents that prevents development of the "COMMON AREA" labeled on the preliminary plat located within the proposed cul-de-sac from taking place now and in the future and protect the property's intended purposes of open-space value. Additionally, final plat documents must include means of dedication or reservation and ownership of said "COMMON AREA."

This provision is no longer required as roadway and center parking area will either remain under the ownership of the developer or dedicated to City at a later date by City Council ordinance accepting same.

7. That final plat submission includes all required elements set forth in Article 1319 "Final Plat" of the Planning and Zoning Code.

Addressed.

8. That, prior to submission of the final plat for Planning Commission approval, all engineering designs must be approved by the City Engineer and/or Morgantown Utility Board for all water supply, sanitary sewage disposal, stormwater management, street, and sidewalk improvements and facilities.

Addressed.

9. That, prior to submission of the final plat for Planning Commission approval, a notice from the City Manager stating that there has been filed and approved by him/her, one of the following:

- a) A certificate that all improvements and installations for the subdivision required for its approval have been made or installed in accordance with the specifications; or,
- b) A bond with shall:
 - i. Run to City Council.
 - ii. Be in an amount determined by the Planning Commission to be sufficient to complete the improvements and installations in compliance with the City's Subdivision Regulations.
 - iii. Be with surety satisfactory to the Planning Commission.
 - iv. Specify the time for the completion of the improvements installations.

Petitioner is pursuing surety bond option, in consultation with the City Engineer and the Morgantown Utility Board, to cover monuments; lateral lines for stormwater sewer (if applicable) water, and sanitary sewer; roadway construction; sidewalk construction; and, street name signs. Copies of the bond certificate will be distributed to the Planning Commission at the 11 DEC 2014 hearing.

Development Services

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Director

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10. That the conditional approval of this preliminary plat shall not constitute approval of the final plat. Rather it shall be deemed as an expression of approval of the layout submitted on the preliminary plat as a guide to the preparation of the final plat, which must be submitted for approval by the Planning Commission and for recording upon fulfillment of the requirements of Chapter Three "Subdivision Regulations" of the City's Planning and Zoning Code and the conditions set forth above.

No action required.

11. That said conditional approval shall be effective for a maximum period of twelve (12) months unless, upon application of the developer, the Planning Commission grants an extension. If the final plat has not been submitted to the Planning Commission by the end of this effective period, than the preliminary plat must again be submitted to the Planning Commission for approval.

No action required.

STAFF RECOMMENDATION:

Staff recommends approval of the final plat with the following conditions:

1. *In the event the Bond Certificate is not submitted prior to the Planning Commission's 11 DEC 2014 hearing...* That a surety bond running to City Council in an amount determined by the City Engineer shall be issued and delivered to the City prior to submission of final original plats for Planning Commission President's signature and prior to the issuance of any building permits for the subject site. Said surety bond must be in an amount sufficient to complete monuments; lateral lines for stormwater sewer (if applicable) water, and sanitary sewer; roadway construction; sidewalk construction; and, street name signs. Further said surety bond must specify the time for the completion of said improvements/installations.
2. That the petitioner submit five (5) original final plat documents (marked "Final Plat") signed and sealed by a surveyor licensed in the State of West Virginia for the Planning Commission President's signature;
3. That the final plat is filed at the Monongalia County Courthouse within thirty (30) days of meeting the conditions set forth above.

Development Services

Christopher Fletcher, AICP
Director

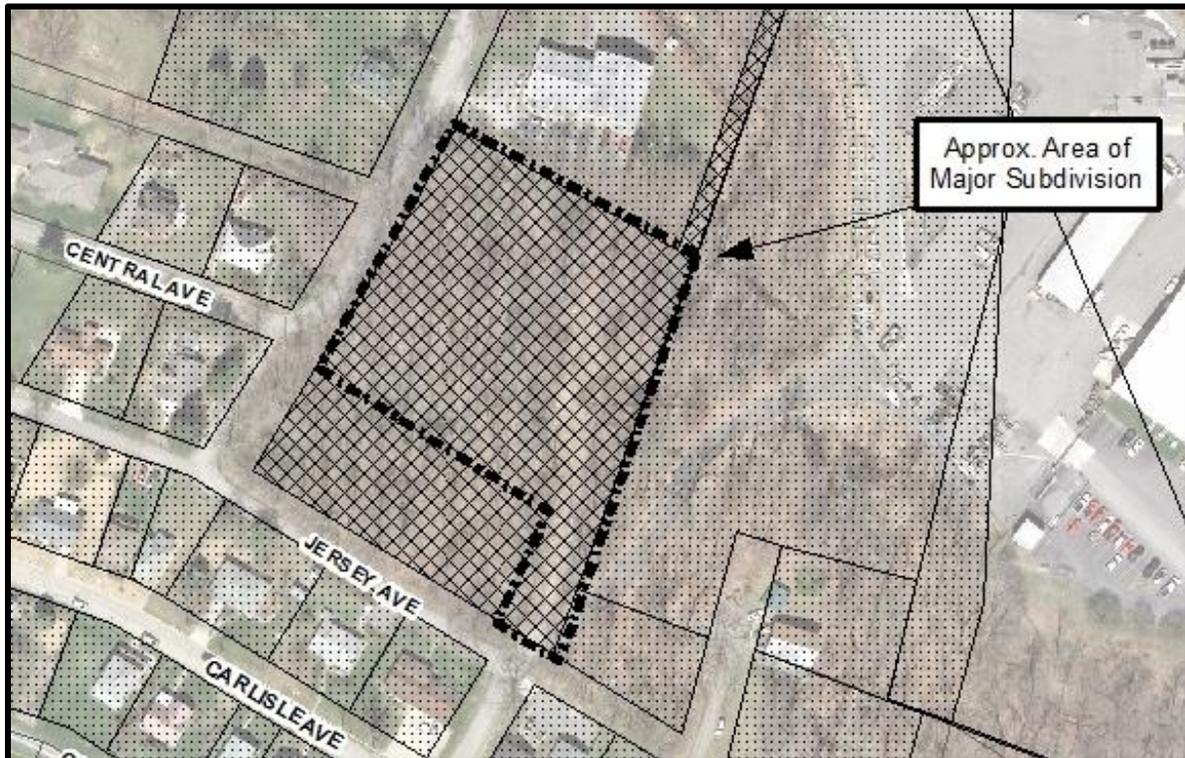
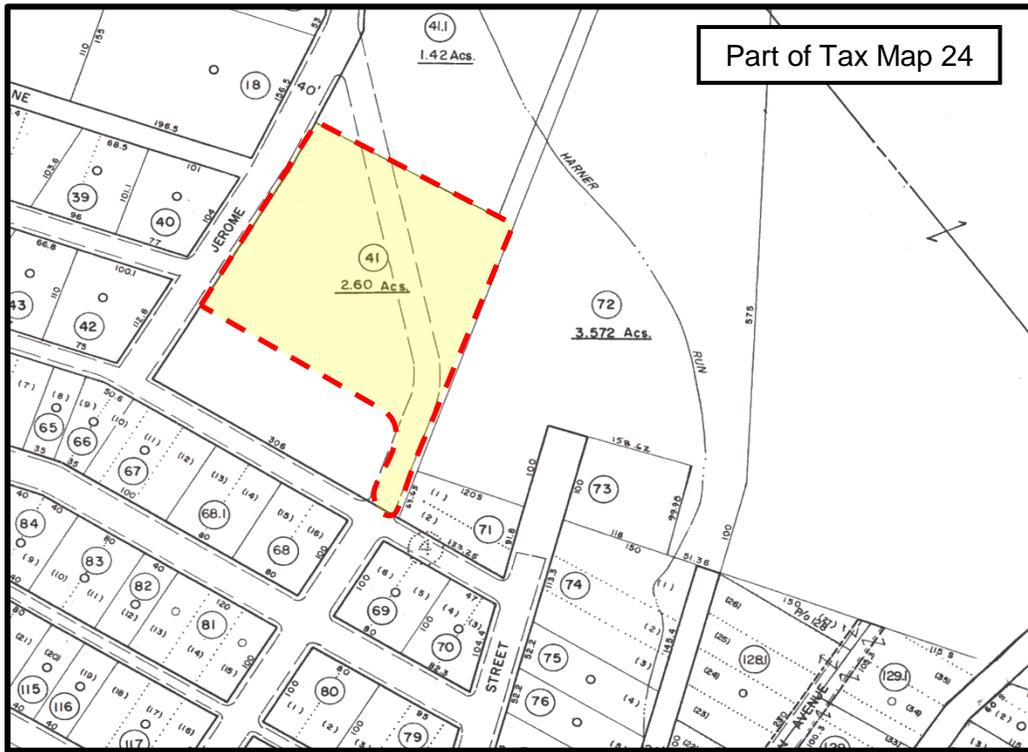
Planning Division

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Morgantown, WV 26505
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Enclosures: Application; Final Plat; Habitat's Purchase Agreement and Deed of Trust

STAFF REPORT ADDENDUM A

MJS14-01/ Monongalia County Habitat for Humanity / Jerome Park





City of Morgantown, West Virginia

**APPLICATION FOR
MAJOR SUBDIVISION**

110.00 CR
1548

OFFICE USE	
CASE NO.	MJS14-01
RECEIVED:	_____
COMPLETE:	_____

A Major Subdivision of property includes the creation of five (5) or more parcels AND/OR the extension of off-site facilities (streets, etc.) AND/OR the dedication of a portion of the site for public use.

(PLEASE TYPE OR PRINT IN BLACK INK)

PRELIMINARY FINAL

I. APPLICANT

Name:	Mon County Habitat for Humanity	Phone:	304-292-0914
Mailing Address:	251 Don Knotts Blvd	Mobile:	304-633-0036
	Street Morgantown WV 26505	Email:	ezuverink@moncountyhabitat.org
	City State Zip		

II. AGENT / CONTACT INFORMATION

Name:	Evan Zuverink/Mon County Habitat for Humanity	Phone:	304-292-0914
Mailing Address:	251 Don Knotts Blvd	Mobile:	304-633-0036
	Street Morgantown WV 26505	Email:	ezuverink@moncountyhabitat.org
	City State Zip		

Mailings – Send all correspondence to (check one): Applicant OR Agent/Contact

III. PROPERTY

Owner:	Mon County Habitat for Humanity	Phone:	304-292-0914
Mailing Address:	251 Don Knotts Blvd	Mobile:	304-633-0036
	Street Morgantown WV 26505	Email:	ezuverink@moncountyhabitat.org
	City State Zip		

IV. SITE

Street Address (if assigned): NA; at the intersection of Jerome St and Jersey Ave Tax Map #(s): 24

Zoning: R1A Parcel #(s): 152

Subdivision Description: 10 Single Family Detached Homes

Proposed Land Use	Net Acreage	Number of Lots or Tracts	Minimum Lot Size (sq. ft.)	Average Lot Size (sq. ft.)	Maximum Lot Size (sq. ft.)
Single-Family	1.2 approx	10	5007	5100	7533
Multi-Family					
Commercial					
Industrial					
Other (common area, parks, etc.)					

PAID
NOV 06 2014
BY: _____



City of Morgantown, West Virginia

**APPLICATION FOR
MAJOR SUBDIVISION**

OFFICE USE

CASE NO.

MS14-01

RECEIVED: _____

COMPLETE: _____

V. SUBMISSION CHECKLIST

AS SET FORTH IN ARTICLES 1317 AND 1319 OF THE PLANNING AND ZONING CODE

Preliminary Plat Submission

- (a) **FEE – \$75 PLUS \$2.00 per lot**
- (b) Twelve (12) copies with a horizontal scale of 50 or 100 feet to the inch on standard sheet size of thirty-one by forty-one inches or sixteen by twenty-one inches.
- (c) A vicinity map at a scale of no more than 800 feet to the inch, either shown on or accompany the preliminary plat showing existing subdivisions, roads and tract lines with the names of the owners of land immediately adjoining the proposed subdivision.
- (d) A letter of service availability and approval from the Morgantown Utility Board concerning water, sanitary sewer, and stormwater services.
- (e) **CONTENTS OF PRELIMINARY PLAT:**
 - (1) The proposed name of the subdivision.
 - (2) North point, scale, and date.
 - (3) The names and addresses of the subdivider and of the site planning engineer or surveyor.
 - (4) The tract designation and other description according to the real estate records of the Monongalia County tax map office.
 - (5) The boundary line (accurate in scale) of the tract to be subdivided.
 - (6) Contours at intervals of five feet or less, referred to sea level datum, for subdivisions over ten acres, and for others when required by the City Engineer.
 - (7) The location, widths, and names of all existing or platted roads or other public ways within or adjacent to the tract, existing permanent buildings, railroad rights-of-way, and other important features, such as lot lines, political subdivisions, or corporation lines.
 - (8) The names of adjacent subdivisions or the names of record owners or adjoining parcels of unsubdivided land.
 - (9) Existing and proposed sewers, water mains, fire hydrants, culverts, or other underground structures within the tract and immediately adjacent thereto with pipe sizes, grades, and locations indicated.
 - (10) All parcels of land intended to be dedicated for public use or reserved in the deeds for the use of all property owners in the proposed subdivision, together with the purpose of conditions or limitations of such reservation, if any.
 - (11) The layout, names, and widths of proposed roads and easements.
 - (12) The building line proposed for each street or road.



APPLICATION FOR
MAJOR SUBDIVISION

OFFICE USE	
CASE NO.	MJS14-01
RECEIVED:	_____
COMPLETE:	_____

V. SUBMISSION CHECKLIST (cont.)

- (13) The profile of each road with tentative grade. Sea level datum shall be used.
- (14) The cross section of proposed roads showing the width of roadways, ditches, locations, and width of sidewalks and the location and size of utility mains.
- (15) A plan and profile of proposed storm water drainage, with grades and pipe sizes of sewers indicated, and drainage courses, culverts, and bridges.
- (16) The layout, numbers, and approximate dimensions of proposed lots.
- (f) SUPPLEMENTARY INFORMATION
 - (1) Statement of proposed use of lots, stating type of residential buildings with number of proposed dwelling units; type of business or industry; so as to reveal the effect of the development on traffic, fire hazards, or congestion of population.
 - (2) Proposed covenants and restrictions.

NOTE: CONDITIONAL APPROVAL OF A PRELIMINARY PLAT SHALL NOT CONSTITUTE APPROVAL OF THE FINAL PLAT.

Final Plat Submission

- (a) **FEE – \$100 PLUS \$1.00 per lot**
- (b) Twelve (12) copies with a horizontal scale of 50 or 100 feet to the inch on standard sheet size of thirty-one by forty-one inches or sixteen by twenty-one inches. The following information shall be shown:
 - (1) Name of the subdivision; location by appropriate legal description, date, north point, graphic, and numerical scale and total acreage.
 - (2) All plat boundaries with length of courses in feet and hundredths, bearing to not more than half minutes.
 - (3) Bearings and distances to the nearest established street lines or other recognized permanent monuments, which shall be accurately described on the plat.
 - (4) Lines of adjoining streets and alleys with their widths and names, plus building setback lines.
 - (5) The radii, arcs, chords and chord bearings, points of tangency and central angles for all curvilinear streets and radii for rounded corners.
 - (6) All easements and rights-of-way provided for public services or utilities, and any limitations of such rights-of-way or easement.
 - (7) All lot numbers and lines, with accurate dimensions in feet and hundredths, and with bearings. The basis of bearings shall be stated on plat. The acreage of each lot shall be indicated.
 - (8) Accurate location and description of all monuments.



APPLICATION FOR MAJOR SUBDIVISION

OFFICE USE	
CASE NO.	MJS14-01
RECEIVED:	_____
COMPLETE:	_____

V. SUBMISSION CHECKLIST (cont.)

- (9) Names and addresses of the subdivider and the qualified surveyor licensed in the State of West Virginia who prepared the plan.
- (10) Accurate outlines of any areas to be dedicated or temporarily reserved for public use with the purpose indicated thereon.
- (11) Vicinity map of area within one-half mile radius.
- (12) Restrictions of all types which will run with the land and become covenants in deeds for lots.
- (13) Certifications for the City Engineer, the Planning Commission President, and deeds of dedication must be labeled and completed on the final plat.

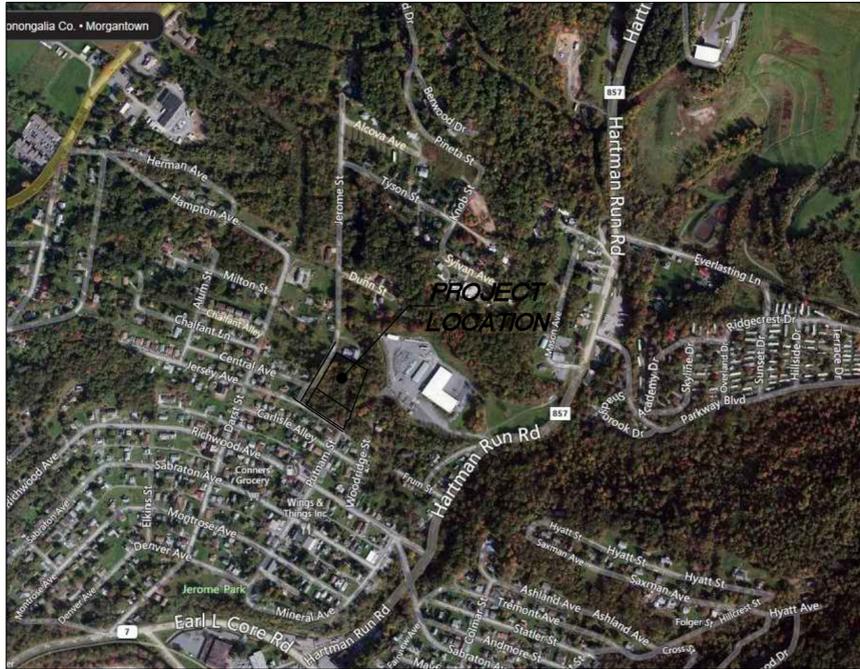
(c) OTHER EXHIBITS REQUIRED

- (1) The final locations of all storm sewer and sanitary sewer lines, including service lines to each property line. All locations shall be referenced to the property line.
- (2) Dimensions and location of all paving, curbs, and public sidewalks.
- (3) Final grades and profiles of all streets and sewers, when required.
- (4) Draft of protective covenants whereby the subdivider proposes to regulate land use in the subdivision and otherwise protect the proposed subdivision.
- (5) Certificate of a registered professional civil engineer that all improvements have been constructed in accordance with the standard specifications of the City AND/OR a letter from the City Engineer stating that said improvements have been properly secured by performance bond or appropriate surety security ensuring that said improvements will be constructed in accordance with the standard specifications of the City.

VIII. ATTEST

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinance governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other federal, state, or local law regulating construction or the performance of construction.

<i>Evan Zuverink</i>	<i>[Signature]</i>	10/31/14
Type/Print Name of Applicant/Agent	Signature of Applicant/Agent	Date



VICINITY MAP

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C-1	25.00'	39.27'	35.36'	N 72°11'14" E	90°00'00"
C-2	15.00'	23.56'	21.21'	S 17°48'46" E	90°00'00"
C-3	35.00'	12.71'	12.64'	S 16°47'02" W	20°48'24"
C-4	35.00'	24.68'	24.17'	S 13°49'22" E	40°24'25"
C-5	35.00'	15.12'	15.00'	S 46°24'05" E	24°45'01"
C-6	34.00'	11.25'	11.20'	S 68°15'17" E	18°57'22"
C-7	34.00'	21.21'	20.87'	N 84°23'34" E	35°44'57"
C-8	34.00'	23.34'	22.88'	N 46°51'10" E	39°19'51"
C-9	35.00'	3.25'	3.25'	N 24°31'28" E	5°19'33"
C-10	35.00'	22.26'	21.89'	N 03°38'20" E	36°26'42"
C-11	35.00'	22.74'	22.34'	N 33°11'53" W	37°13'45"
C-12	35.00'	6.72'	6.71'	N 57°18'46" W	11°00'00"
C-13	25.00'	39.27'	35.36'	N 17°48'46" W	90°00'00"

LEGEND

- Monument Found (see description)
- Monument Set, 3/8" by 30" Capped Iron Rod
- Concrete Monument
- Point
- Boundary Line
- Edge of Roadway
- Edge of Right of Way
- N/F Now or Former
- Proposed Sanitary Sewer Manhole
- Proposed Drip Inlet
- Proposed Sanitary Sewer Line
- Proposed Water Line
- Proposed Storm Line
- Common Element A

CURVE TABLE

LINE	BEARING	DISTANCE
L-1	S 62°48'46" E	26.00'
L-2	S 27°11'14" W	25.06'
L-3	S 58°46'36" E	9.01'
L-4	N 27°11'14" E	26.69'

Being a part of the same tract or parcel of real estate in the conveyance between Ronald Jean Good, Gary Alan Good, Patricia Gayle Good, and Robert Louise Shuman, in his capacity as ancillary administrator of the estate of Alan Ronald Good, party of the first part, and Mon County Habitat for Humanity, a West Virginia corporation, party of the second part, by deed dated the 7th day of June 2005 and of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1300, at Page 563.

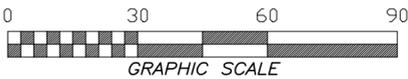
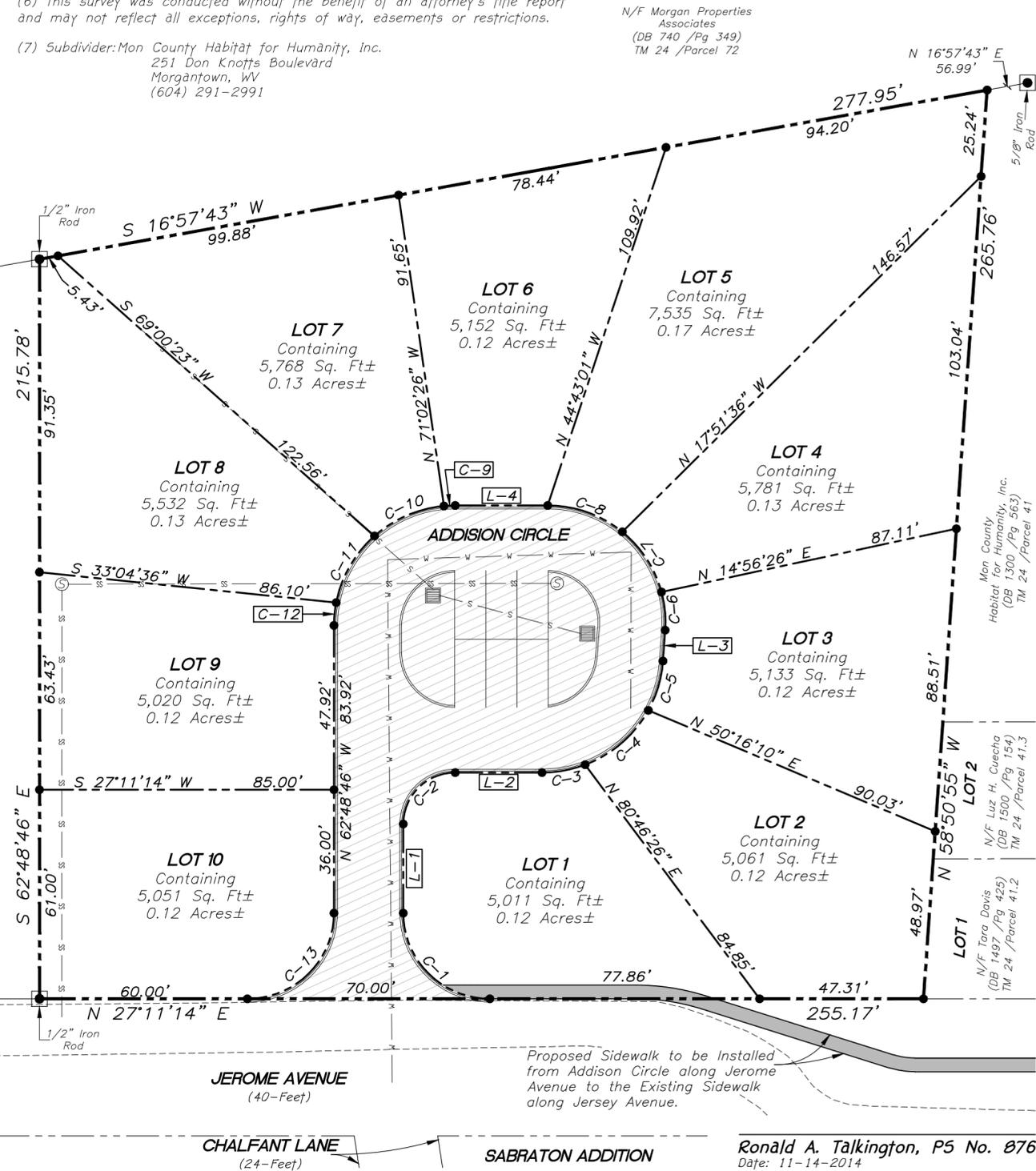
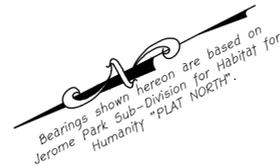


Table Showing Acreage and Derivation of Title.	
Unit 1	2.19 Acre Tract (DB 1300 Pg 563) TAX Map 24, Parcel 41
Common Element A	1.26 Acres
Total Acreage Dedicated	0.19 Acres
Remaining Acreage Not Dedicated	1.45 Acres
	0.74 Acres

NOTES:

- Pursuant to WV Code 36B-4-120 the undersigned professional hereby certifies that the Subdivision is substantially completed.
- There are no encroachments by or upon any portion of Deckers Court.
- There are no horizontal Unit boundaries and there are no noncontiguous parcels of real estate comprising the Subdivision.
- Property Monuments will be set/established in accordance with the City Engineer's requirements and specifications or in accordance of Section 7.3.e. 2.B of the Minimum Standards for Surveys, Title 23, Legislative Rule, Board of Professional Surveyors or whichever one is more stringent of the two after the completion of construction activities.
- This survey is not valid without original raised seal and blue signature.
- This survey was conducted without the benefit of an attorney's title report and may not reflect all exceptions, rights of way, easements or restrictions.
- Subdivider: Mon County Habitat for Humanity, Inc. 251 Don Knotts Boulevard Morgantown, WV (604) 291-2991



DRAWN BY:	RAT
CHECKED BY:	SC
DRAWING SCALE:	1" = 30'
DRAWING DATE:	DECEMBER 03, 2014



CHEAT ROAD ENGINEERING, INC.
 170 OLD CHEAT ROAD
 MORGANTOWN, WV 26508
 P: 304.212.5480

DECKERS COURT
 MON COUNTY HABITAT FOR HUMANITY
 SIXTH WARD, CITY OF MORGANTOWN
 MONONGALIA COUNTY, WEST VIRGINIA
 TAX MAP 24, PARCEL 41
 PROJECT NO: 13-036
 DRAWING FILE: SUBDIVISION PLAT.DWG

SUB-DIVISION PLAT
 SHEET NUMBER:
S-01

Ronald A. Talkington, P5 No. 876
 Date: 11-14-2014

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, made as of the ____ day of ____, 2014, by and between **MON COUNTY HABITAT FOR HUMANITY, INC.**, a West Virginia nonprofit corporation ("Habitat"), and _____ ("Purchaser").

Recitals:

- A. Habitat is the owner of the tract of real property described below ("Property").
- B. Habitat has constructed a residence and related improvements on the Property.
- C. Purchaser desires to purchase the Property and the improvements thereon, and Habitat desires to sell the Property and improvements to Purchaser.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, as well as other good and valuable considerations to be paid on the conditions hereinafter set forth, Habitat and Purchasers hereby agree as follows:

1. Habitat hereby agrees to sell, transfer, grant and convey unto Purchaser, and Purchaser hereby agrees to purchase, upon the terms and conditions hereinafter contained, all of the Property, together with the improvements thereon and the appurtenances thereunto belonging, the Property being situate in the Sixth Ward, City of Morgantown, Monongalia County, West Virginia, and a complete legal description of the Property being set out in **EXHIBIT A** that is attached to and made a part of this Agreement. The physical address of the Property is: 1277 Jersey Avenue, Morgantown, WV 26505.

2. The purchase price of the Property and the improvements and appurtenances thereon shall be \$_____ payable as follows:

a. The sum of \$_____ to be evidenced by a first promissory note in such amount (hereinafter called the "First Note") made by Purchaser and payable to the order of Habitat, without interest. The First Note shall be payable by Purchaser in 240 equal consecutive monthly installments of \$____ each commencing on the 1st day of the month following the date of Closing, and shall continue thereafter on the 1st day of each succeeding month until the principal balance of the First Note has been fully paid.

b. The sum of \$_____, to be evidenced by a second promissory note in such amount (hereinafter called the "Second Note") made by Purchaser and payable to the order of Habitat, without interest. The Second Note shall be forgiven in equal consecutive monthly increments commencing on the 1st day of the month following the date of Closing, and continuing thereafter on the 1st day of each succeeding month until the principal balance of the Second Note has been fully forgiven; provided, however, that Habitat shall continue to forgive the monthly increments on the Second Note in such manner only so long as Purchasers meet the following conditions as set forth in the Second Note:

(i) Purchaser shall continuously occupy the Property as their principal residence;

(ii) Purchaser shall retain all interest, right, title and ownership in and to the Property in the same manner and form as the same is held by Purchaser on the date of the Second Note; and

(iii) Purchaser shall not be in default in the repayment as and when due of any installment payment on the First Note referenced in paragraph 2(b) above.

c. The payment by Purchaser of the First Note shall be secured by a first lien deed of trust on the Property executed by the Purchaser. The performance by Purchaser of the requirements of the Second Note shall be secured by a second lien deed of trust on the Property executed by the Purchaser.

3. The Purchaser agrees to complete an investment of at least 300 hours of "sweat equity" in the construction and development of the improvements on the Property, or some other Habitat project, within six (6) months after the date of this Agreement.

4. The Purchaser, at her own cost, shall maintain the Property in a good state of repair and shall maintain, repair and replace any and all fixtures and improvements on the Property so long as the Purchasers own the Property. Purchasers shall be responsible for all personal property placed in or on the Property at their own cost and risk.

5. a. Subject to applicable law or to a written waiver by Habitat, Purchaser covenant and agree to pay to Habitat on the same day monthly payments are due under the First Note, until the First Note is paid in full, an additional sum equal to one-twelfth (1/12) of the annual cost of the following items (hereinafter called the "Escrow Items"):

(i) Annual real estate taxes and any other taxes or assessments assessed upon the Property that may attain priority over the lien of the deeds of trust securing the First Note and the Second Note;

(ii) Annual hazard insurance premiums on the Property; and

(iii) Annual City of Morgantown Fire Service Fees assessed upon the Property.

b. Habitat may estimate the amount due for the Escrow Items on the basis of current data and reasonable estimates of future obligations, it being clearly understood and agreed by Purchasers that Purchaser shall pay the first annual premium for hazard insurance on the Property upon the execution of this Agreement.

c. The funds collected by Habitat for the Escrow Items (hereinafter called the "Escrow Funds") shall be held by Habitat and deposited in a financial institution, the deposits or

accounts of which are insured by a federal agency. Habitat shall apply the Escrow Funds to pay the Escrow Items as the Escrow Items become due. Habitat shall not be required to pay the interest or earnings on the Escrow Funds to Purchaser unless applicable law shall otherwise require. Habitat shall provide to the Purchaser, without charge, an annual accounting of the Escrow Funds showing deposits to and payments from the Escrow Funds and the purpose for which each payment was made.

6. Habitat has the right to re-purchase the Property from Purchaser, or from the heirs or personal representative of Purchaser, upon the following terms and conditions:

a. If Purchaser receive a bona fide offer to purchase the Property, including a deposit of at least \$250.00, the Purchaser shall give written notice to Habitat of such offer within seven (7) days of the date of the offer. Habitat shall have a period of seven (7) days following receipt of such written notice to notify Purchaser in writing whether Habitat chooses to re-purchase the Property from Purchasers upon the same terms and conditions of the offer. If Habitat chooses to re-purchase the Property, Habitat shall have a period of thirty (30) days after the date of its written notice to Purchaser to close the transaction. Regardless of the terms of the offer, if Habitat chooses to re-purchase the Property, Purchaser shall convey the Property to Habitat or its designee by general warranty deed.

b. If the Purchaser dies before First Note is completely repaid, Habitat shall have the option to re-purchase the Property from the heirs or personal representative of Purchaser upon the same terms and conditions of any bona fide offer received by such heirs or personal representatives within six (6) months of the date of death of the Purchaser. All the provisions of subparagraph 6.a. above shall apply to such offer, option and purchase.

7. Purchaser has been informed and understands that Habitat participates in one or more accelerated asset recovery programs whereby Habitat may sell and assign its interest in the First Note and the Second Note in accordance with the requirements of such programs. Purchaser hereby agrees that Habitat may assign its interest in the First Note, the Second Note, the deeds of trust securing said notes, the Escrow Funds and all other documents or interests relating to the purchase of the Property by Purchaser from Habitat to the appropriate party or parties in accordance with the rules of the applicable accelerated asset recovery program; provided, however, that any such assignment by Habitat shall not alter the purchase price to be paid by Purchaser for the Property or the terms of repayment.

8. For so long as any amount remains unpaid or unforgiven on either the First Note or the Second Note, Purchaser shall:

a. Continuously occupy the residence located on the Property as his/herr principal residence; and

b. Not lease, sublease, pledge, mortgage, encumber, assign or transfer the Property or any portion thereof without the prior written consent of Habitat for so long as any amount remains unpaid or unforgiven on either the First Note or the Second Note.

9. In the event the improvements on the Property are damaged by fire or other casualty in whole or in part, so that the Property is determined by Habitat to be uninhabitable, and in the event the Purchaser does not use the hazard insurance proceeds to repair or replace said improvements, Purchaser shall upon demand by Habitat pay Habitat the remaining balances of principal due on the First Note and the Second Note.

10. Purchaser shall be in default under the terms of this Agreement if Purchasers fail to perform or comply with any of Purchasers' obligations hereunder or under the First Note, the Second Note or any of the other documents relating to the purchase of the Property by Purchasers. Upon the occurrence of a default, Habitat may provide written notice of such default to Purchasers. If Purchasers fail to remedy such default following the expiration of any applicable statutory cure period, Habitat shall be entitled to all of the rights and remedies afforded by law and, in addition, may proceed to exercise the remedies available under the deeds of trust securing the First Note and the Second Note. Any failure by Habitat to enforce its remedies upon the occurrence of any default under this Agreement shall not be considered a waiver of any of Habitat's rights upon the occurrence of any subsequent default hereunder.

11. This Agreement may be recorded by Habitat in the office of the Clerk of the County Commission of the county in which the Property is located.

12. This Agreement shall survive closing and the delivery and recordation of the deed contemplated herein and shall inure to the benefit of and be binding upon the heirs, distributees, personal representatives, successors and assigns of the parties hereto.

PURCHASE MONEY DEED OF TRUST

(First priority deed of trust for use by Habitat for Humanity affiliates in West Virginia)

THIS PURCHASE MONEY DEED OF TRUST, made as of the ___ day of _____2014, by" ha Between_____, whose address is _____ (hereinafter, whether one or more, called "Grantors"), parties of the first part, _____ a resident of Monongalia County, West Virginia, as Trustee (hereinafter called "Trustee"), party of the second part, and **MON COUNTY HABITAT FOR HUMANITY, INC.**, a West Virginia nonprofit corporation, which has the principal address of 251 Don Knotts Boulevard, Morgantown, West Virginia, 26501 (which together with any other holder of the promissory note secured by this Deed of Trust is hereinafter sometimes called "Lender"), party of the third part;

WITNESSETH: That for and in consideration of the indebtedness and trusts hereinafter set forth and of the sum of \$10.00, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby **GRANT** and **CONVEY** unto Trustee all that (those) certain lot(s), tract(s), or parcel(s) of land, together with the improvements thereon and all appurtenances thereunto belonging, or in anywise appertaining, situate in the Sixth Ward of the City of Morgantown, Monongalia County, West Virginia, and being more particularly described as follows:

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

AND BEING the same property conveyed to Grantors by Deed dated _____ and recorded in the office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book _____, at page _____

TOGETHER WITH any and all buildings, improvements and fixtures of every kind, and all machinery, equipment and property which are or shall be attached to, or be deemed to be fixtures and a part of the real property herein conveyed; all of which, together with the real property described above, shall secure the indebtedness herein described and covered by this Deed of Trust and is sometimes herein referred to as the "Property."

And for the consideration aforesaid, Grantors do hereby assign, transfer and set over to Trustee all rentals, income, issues and profits that may accrue from the Property or any part thereof; provided, however, that so long as Grantors shall not be in default hereunder, Grantors shall be entitled to collect and receive all rents, income, issues and profits of the Property.

TO HAVE AND TO HOLD the Property unto Trustee and Trustee's successors in the trust forever; and Grantors do hereby covenant to and with Trustee and Lender that Grantors will **WARRANT GENERALLY** the title to the Property; that Grantors have the right to convey the Property to Trustee; that the same is free from any and all liens and encumbrances other than real estate taxes assessed but not yet due and payable, that Trustee shall have quiet possession thereof and that Grantors will execute such further assurances of the Property as may be requisite, including, but not limited to, the execution and delivery of financing statements and such other instruments as Lender may require to impose the lien hereof more specifically upon any item or items of property, or rights or interests therein, covered by this Deed of Trust.

IN TRUST, NEVERTHELESS, to secure the payment of that certain promissory note of even date herewith (the "Note") in the principal sum of _____, executed by Grantors and payable to the order of Lender, the beneficial owner of the Note, at 251 Don Knotts Boulevard, Morgantown, West Virginia, 26501 the Note being payable in 240 monthly installments of principal and interest at the rate of 0% per annum maturing on _____, and to secure also any and all extensions, modifications and renewals of the Note, or any part thereof, however changed in form, manner, or amount, and all other indebtedness of Grantors to Lender or Trustee, at any time and from

time to time arising hereunder (all of which indebtedness, together with the interest thereon, is sometimes hereinafter collectively referred to as the "Secured Debt").

IN TRUST, FURTHER, to secure unto Lender the performance of those certain covenants and obligations set forth and contained in that certain Purchase Agreement dated _____, 2014, by and between Mon County Habitat for Humanity, Inc., a West Virginia nonprofit corporation, and the Grantors herein, which said Purchase Agreement is recorded in the Clerk's office in Deed Book _____, at page _____

THIS IS A PURCHASE MONEY DEED OF TRUST and the Grantors herein covenant and represent that one hundred percent (100%) of the proceeds of the obligation secured hereby were used to purchase the property hereby conveyed.

Grantors, jointly and severally, covenant, warrant and agree to and with Trustee and Lender as follows:

1. That they shall, so long as the Secured Debt, or any part thereof, remains unpaid:
 - (a) Occupy the Property as their principal residence and retain all interest, right, title and ownership in and to the Property in the same manner and form as the same is held by Grantors on the date of this Deed of Trust;
 - (b) Pay as and when due and payable all taxes, assessments and other governmental charges and fees that may be levied or assessed against the Property, including the buildings and improvements now situate on the Property, or that may hereafter be erected thereon, and any improvements and additions made therein or thereto from time to time and will furnish annually to Lender receipts showing the payment of such taxes, assessments, charges and fees;
 - (c) Have and keep the building and improvements now situate on the Property or that may hereafter be erected thereon, and all other insurable property covered by this Deed of Trust constantly insured against loss or damage by fire and such other casualties, contingencies and hazards as Lender may require, in one or more responsible and solvent insurance companies authorized to transact business in the State of West Virginia approved by Lender, and in an amount satisfactory to Lender, with a standard mortgagee clause, non-contributory, providing that loss or damage shall be payable to Lender as Lender's interest may appear, and will pay the premiums for such insurance as the same become due and payable and deliver the policy or policies of such insurance and all renewals thereof, to Lender and if the Property shall be damaged by fire or other casualty insured against, Lender shall be entitled to receive the proceeds of such insurance to the extent of the unpaid balance of the Secured Debt and shall either apply such proceeds to the Secured Debt or to restore the Property;
 - (d) Keep and maintain the Property in good condition and repair and not abandon the same, or any part thereof, nor commit or permit the commission of waste on or in the Property, or any part thereof, nor permit any building or improvement to be removed, destroyed, demolished or structurally altered in whole or in part;
 - (e) Comply, and cause all occupants of the Property or those in possession thereof to comply, with all laws, ordinances, rules and regulations relating to the use or maintenance of the Property, including covenants, rules and regulations of any applicable property owners association, and shall promptly remedy any violations thereof that are the subject of any notices of violations or orders issued by any governmental agency, body or officer or by any such property owners association;
 - (f) Permit Trustee or Lender, or any of them, or their agents, to enter and inspect the Property at all reasonable times; and
 - (g) Pay to Trustee, or to Lender, upon demand, any and all sums of money, including all costs and expenses which Trustee or Lender, or any of them, may incur or expend in any action or proceeding that may concern the Property, or any part thereof or interest therein, including without limitation any eminent domain proceeding, or any action or proceeding to sustain the lien of this

Deed of Trust or its priority or in defending any party thereto, or any party secured hereby, against the liens, demands or claims of title of any person, firm or corporation, asserting priority over this Deed of Trust, or asserting title adverse to the title under which Trustee holds, or in the discharge of any such liens, demands or claims, or in connection with any action to foreclose this Deed of Trust, or to recover any indebtedness secured hereby.

2. That together with and in addition to the periodic payments due and payable under the terms of the Note, Grantors will pay to Lender a sum equal to all taxes, assessments and other governmental charges and fees that may be levied against the Property and the premiums that will next become due and payable to renew the policies of insurance against loss or damage by fire or other hazards with respect to the Property, less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when such taxes, assessments and other governmental charges and fees and insurance premiums become due and payable. If the total of the payments made by Grantors in accordance with the provisions of this paragraph 2 shall exceed the amount of payments actually made by Lender for such taxes, assessments and other governmental charges and fees and insurance premiums, as the case may be, such excess, at the option of Lender, shall be credited on subsequent payments to be made by Grantors under this paragraph 2, or refunded to Grantors. If, however, the total of the payments made by Grantors under the provisions of this paragraph 2 shall not be sufficient to pay such taxes, assessments and other governmental fees and charges and insurance premiums, as the case may be, when the same shall become due and payable, then Grantors shall pay to Lender all amounts necessary to make up such deficiency, on or before the date when the payments of such taxes, assessments and other governmental charges and fees and insurance premiums shall become due and payable. Upon payment in full of the Secured Debt, Lender shall, in computing the amounts of the Secured Debt, credit to the account of Grantors any balance remaining in the funds accumulated under the provisions of this paragraph 2. If there shall be a default under any of the provisions of this Deed of Trust resulting in a foreclosure, or if the Property is otherwise acquired after default, Lender shall apply, at the time of the commencement of foreclosure proceedings hereunder, or at the time the Property is otherwise acquired, the balance then remaining in the funds accumulated pursuant to the provisions of this paragraph 2, as a credit against the Secured Debt. All funds received by Lender pursuant to the provisions of this paragraph 2 shall be deposited and held in trust for the benefit of Lender and Grantors in an account in a bank or savings and loan association (acceptable to Lender) and insured to the fullest extent legally possible by the Federal Deposit Insurance Corporation.

3. In the event Grantors fail to make any payment required by, or fail to comply with, perform or carry out any of the provisions of, paragraphs 1 or 2 hereof, then, in any such event, Lender or Trustee, or any of them, shall have the right, without notice to or demand upon Grantors or any other person, to make any such payment, take any such action or do any such thing as, in the exercise of Lender's or their discretion, may be determined to be reasonably necessary to protect the lien and security hereof as fully and completely as if Grantors made each and every such payment when due, and kept, complied with, performed and carried out the provisions of said paragraphs 1 and 2 in every respect. Without limiting the generality of the foregoing, Lender or Trustee or any of them, may, in any such event:

- (a) Obtain the required insurance covering the Property and pay the premiums thereon or pay any unpaid premiums on any insurance procured by Grantors;
- (b) Pay said taxes, assessments and other governmental charges and fees together with any penalties and interest accrued thereon, and redeem the Property from a tax sale if it has been sold, and shall be subrogated to the lien of the governmental body to which such payment was made;
- (c) Make and pay for any and all repairs that they or any of them deem necessary to place or keep the Property in good condition and repair;
- (d) Stop or mitigate waste on or in the Property or any part thereof;
- (e) Stop or prevent the removal, destruction, demolition or structural alteration of any building or improvement on the Property;

(f) Stop or prevent the violation of any law, ordinance, rule or regulation relating to the use or maintenance of the Property or of any requirement, direction, order or notice of violation thereof issued by any governmental agency, body or officer or by any property owners association; and

(g) Pay all or part of any sum or sums of money that may be due or payable under the provisions of paragraph 1 hereof;

and Grantors hereby promise to pay to Lender, or to Trustee, as the case may be, upon demand, any and all sums of money paid out or expended by them, or any of them, for any of the purposes set out in this paragraph 3, together with interest thereon from the date of payment at the rate applicable to the Secured Debt, and agree that any sum or sums of money so paid by Lender or by Trustee, or any of them, shall thereupon be and become a part of the Secured Debt, and shall be collectible as such, all without waiver of any right arising from the breach of or default in the performance of any warranty, covenant, condition, provision or agreement herein contained or contained in the Note, including the right to enter and take possession of the Property, and rent and manage the same, and the right to foreclose this Deed of Trust; but nothing herein contained shall be construed as imposing any duty or obligation upon Lender, or upon Trustee, to pay such sum or sums of money herein authorized to be paid or to take any other action authorized hereunder.

4. The occurrence of any of the following events shall constitute an event of default hereunder (hereinafter called an "Event of Default"), and upon the occurrence of any Event of Default, the Secured Debt shall at the option of Lender immediately become due and payable without notice to or demand on any of Grantors, or any other person:

(a) If default shall be made in the payment as and when due of the Note, or any installment or part thereof, or the interest thereon, or of any sum due under the provisions of this Deed of Trust or the interest thereon;

(b) If default shall be made in the payments, as and when due and payable, of any tax, assessment or other governmental charge or fee of any insurance premium or if the required insurance is not effected by Grantors or the policies delivered to Lender as herein required;

(c) If there shall be a breach of or default in the performance of any covenant, condition, agreement, warranty or provision contained in this Deed of Trust or in the Purchase Agreement between Grantors and Lender, which is incorporated herein by reference;

(d) If Grantors or any of them or any party to or guarantor of the Note, shall become insolvent or make an assignment for the benefit of creditors, or if any petition for bankruptcy or arrangement pursuant to the Federal Bankruptcy Code, or any similar federal or state law, shall be filed by or against any of Grantors or any party to or guarantor of the Note;

(e) If any representation or warranty made or furnished to Lender by any of Grantors or parties to the Note in the application for the loan evidenced by the Note or to induce Lender to make the said loan proves to have been incorrect or untrue;

(f) If there shall now or hereafter exist upon the Property, or any part hereof, any claim, or encumbrance other than real estate taxes assessed but not yet due and payable or other liens and encumbrances, if any, mentioned above, which is or might be superior to the lien of this Deed of Trust;

(g) If the Property or any part thereof or interest therein shall be conveyed, transferred or leased without the prior written consent of the holder of said note, except a transfer by devise, descent or operation of law upon the death of a joint tenant; or

(h) If Grantors shall do or suffer to be done any act or thing which would impair the security for the Secured Debt.

5. If any one or more Events of Default shall occur and be continuing, any one (1) or more of the following rights and remedies shall exist, any two (2) or more of which may be exercised concurrently:

(a) Without notice to or demand on any of Grantors or any other person, Trustee or Lender may forthwith, separately or jointly:

(i) Enter into and upon all of the Property, either in person or by agent, and take possession of the Property without process of law, without liability to Grantors or other owner or owners of the Property, and manage and rent the same, or any part thereof, collect and receive the rents, issues and profits thereof (past due, due or to become due) and apply the same to the payment of the Secured Debt, after first deducting the costs and expenses incurred in managing the Property and in collecting said rents, issues and profits (including a commission of 10% of the total amount collected, which shall be paid to Lender or to Trustee, as the case may be for managing the same and collecting and disbursing said rents, issues and profits accruing therefrom), and after deducting such further amount or amounts as may be necessary to pay or reimburse said holder and Trustee for any sum or sums of money paid by them, or any of them, under the provisions hereof, together with interest thereon at the rate applicable to the Secured Debt, to the date of payment;

(ii) Have a receiver appointed by any court having jurisdiction to take charge of the Property and collect, receive and apply the rents, issues and profits thereof.

In either case under paragraph 5(a)(i) or 5(a)(ii), any person or persons in possession of the Property, or any part thereof, shall be deemed a tenant at will and shall at once surrender such possession on demand of Lender or Trustee or a receiver. It is understood and agreed by and between the parties hereto that nothing herein contained shall be construed as a substitute for, or in derogation of, the right to foreclose this Deed of Trust or as imposing any duty or obligation upon Lender or upon Trustee, or any of them, to take charge of the Property or to collect said rents, issues or profits or to have a receiver appointed for such purposes;

(b) Subject to the right of Grantors to receive notice of default and right to cure default under West Virginia law but without other notice to or demand on any of Grantors or any other person, Lender may at its option declare the Secured Debt to be immediately due and payable and upon the exercise of said option the Secured Debt may be collected by proper action, foreclosure of this Deed of Trust, or any other legal or equitable proceeding;

(c) At any time after the exercise by Lender of the option to declare the Secured Debt to be immediately due and payable, Trustee, upon the written request of Lender, shall foreclose upon and sell the Property to satisfy the Secured Debt at public auction at the front door of the courthouse of the county in which the Property is situate, for cash in hand on the day of sale, after first giving notice of such sale by publishing such notice in some newspaper of general circulation published in the county wherein the Property is located, or if there be no such newspaper, in a qualified newspaper of general circulation in said county, once a week for two successive weeks preceding the day of sale and such further notice as required in paragraph 6 or by applicable law. Out of the proceeds of such sale, Trustee shall pay, **first**, the costs and expenses of executing this trust, but in no event shall Trustee be entitled to a commission of greater than One Thousand Dollars (\$1,000.00) plus an amount equal to the cost of publication and all fees and expenses incurred by Trustee, including legal fees, without prior express written consent of Lender, notwithstanding any other provision of this Deed of Trust or of law to the contrary; **second**, to Lender all moneys which it may have paid for taxes, assessments or other governmental charges or fees, insurance, repairs, court costs, and all other costs and expenses incurred or paid under the provision of this Deed of Trust, together with interest thereon at the rate applicable to the Secured Debt, from the date of payment; **third**, to Lender the full amount due and unpaid on the Secured Debt, together with all interest accrued thereon to date of payment; and **fourth**, the balance, if any, to Grantors, their successors and assigns, upon delivery of and surrender to the purchasers of possession of the Property, less the expense, if any, of obtaining such possession. If the aforesaid Purchase Agreement provides for some other allocation of foreclosure sale proceeds, the provisions of the Purchase Agreement shall control. In the event of the occurrence of any Event of Default, in addition to the rights, remedies and powers hereinabove set forth, Lender and Trustee shall have, as to any and

all fixtures and personal property covered by this Deed of Trust, all rights, remedies and powers of a secured party under the Uniform Commercial Code of West Virginia.

6. A copy of any notice of foreclosure sale under paragraph 5(c) above shall be served upon Grantor by certified mail, return receipt requested at the following address: _____, or at such other address as may be given to Lender in writing by Grantors subsequent to the execution and delivery of this Deed of Trust.

7. In the event that foreclosure proceedings are instituted hereunder but are not completed, Trustee shall be entitled to no commission but shall be reimbursed for all costs and expenses incurred by Trustee in commencing such proceedings, but in no event shall Trustee be entitled to a total payment of greater than Five Hundred Dollars (\$500.00), plus an amount equal to the cost of publication and all fees and expenses incurred by Trustee, including legal fees, without the prior express written consent of Lender, notwithstanding any other provision of this Deed of Trust or of law to the contrary; and all costs and expenses so incurred by Trustee shall be payable by Grantors on demand, and shall be and become a part of the Secured Debt and shall be collectible as such.

8. In the event more than one Trustee is named herein, then both said Trustees together, or either of them separately, or the survivor thereof, may act in the execution of this trust, and in the event either of said Trustees shall act alone, the authority and power of the Trustee so acting shall be as full and complete as if the powers and authority granted to said Trustees herein jointly had been granted to such Trustee alone; and either or both of said Trustees are hereby authorized to act by agent or attorney in the execution of this trust. It shall not be necessary for any Trustee acting hereunder to be personally present at any foreclosure sale.

9. It is hereby expressly covenanted and agreed by all parties hereto that Lender may, at any time and from time to time hereafter, without notice, appoint and substitute another Trustee or Trustee, corporations or persons, in place of any Trustee herein named to execute the trust herein created. Upon such appointment, either with or without a conveyance to said substitute Trustee or Trustees by the Trustee herein named, or by any substituted Trustee in case the said right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, title, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustee herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustee who is named herein within the meaning of this instrument, and substituted in the place and stead of the Trustee. Each such appointment and substitution shall be evidenced by an instrument in writing that shall recite the parties to, and the book and page of record of, this Deed of Trust, and the description of the Property, which instrument, executed and acknowledged by Lender and recorded in the office of the Clerk of the County Commission of the county wherein the Property is situate, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, and notice of such proper substitution and appointment to all parties in interest.

10. No failure of Lender or Trustee to exercise any option herein contained shall constitute a waiver of any right or privilege herein given or granted to Lender or Trustee, and a waiver by Lender or Trustee of the right to exercise any option as to any breach of default shall not constitute a waiver of the right to exercise the same option, or any other option herein contained, as to another or any continuing or subsequent breach or default.

11. It is further understood and agreed between the parties hereto that if any term or provision of this Deed of Trust or of the Note shall contravene or be in conflict with any law of the State of West Virginia or any other applicable law or regulation, such term or provision is amended and modified to conform with such law.

12. It is further understood and agreed by and between the parties hereto that all covenants, agreements, representations and warranties are made and given jointly and severally by all Grantors and that all of the covenants, conditions, agreements, warranties and provisions of said parties herein contained, shall extend to and bind their heirs, devisees, personal representatives, successors and assigns, and shall inure to the benefit of Lender and Trustee and their successors and assigns.

Zimbra

cfletcher@cityofmorgantown.org

Mon Co. HFH Decker's Court Residential Development

From : Damien Davis <ddavis@cityofmorgantown.org>

Fri, Nov 21, 2014 04:42 PM

Subject : Mon Co. HFH Decker's Court Residential Development**To** : Christopher Fletcher <cfletcher@cityofmorgantown.org>**Reply To** : ddavis@cityofmorgantown.org

Chris,

I have finished my review of the plans submitted by Cheat Road Engineer on behalf of Mon Co. HFH for the Decker's Court Residential Development. The final plat submission appears to meet all requirements and I have no additional comments or corrections that need to be addressed.

As per Section 1321.02(c)(10) the name of the proposed street is subject to approval by the commission. The Developer submitted five name for review against MECCA 911's database of road names throughout the County and the City. Addison Circle was not found to conflict with any existing road names.

J. Damien Davis, PE, CFM**Interim Director of Public Works and Engineering**

City of Morgantown

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