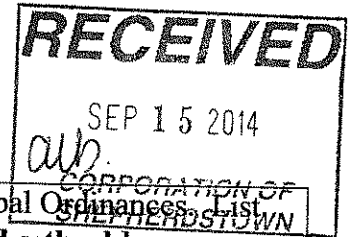


**Corporation of Shepherdstown  
Variance Request**



I/We request a variance from the provisions of the Shepherdstown Municipal Ordinance(s) number(s): **59-508 [minimum lot size; minimum rear yard setback] 59-503(b) [minimum square footage for single family home]**

- 1. Property Owners: **David & Julia Springer (Justin Dahlin)**
- 2. Street Address: **213 W New Street**
- 3. City/State/Zip: **Shepherdstown, WV, 25443-1085**
- 4. Phone # (Home): **240-818-6688** | 5: Phone # (Business): **same**
- 6. Location of Property (List cross streets): **Lot # 204, West High Street**
- 7. Lot Size: **4,700 sq.ft.** | 8. Zoning District: **R1**
- 9. Tax Map Reference: MAP #: **2** | PARCEL #: **51**

10. Briefly describe (in your own words) the nature of your variance request.  
Please make specific reference to a sketch map:

**Applicants seek to build a single family, cottage-style residence having a footprint no smaller than 697 sq.ft. and a rear yard setback greater than 20 ft. Please see attached for further details including plat, contract and appeal summary. Definitive building plans will be developed and submitted for Planning Commission approval after a variance has been granted, since the purchase contract is contingent upon the applicants' successful appeal.**

11. On a separate sheet, please sketch the shape and location of the lot. Show the location of the intended construction or land use indicating building setbacks, size, and height. Identify existing buildings, structures, or land uses on the property. Sign and date the sketch.

12. Please note that variances must comply with Chapter 10, Title 9 of the Town Ordinances. To justify your variance request, please address the following questions:

A. Describe how this request is not contrary to the public interest.

**Lot # 204 is zoned R1, and as such is designated for (and has previously been used for) low density housing. Construction of a smaller-sized single family home, as intended, will be in keeping with the neighboring properties. The property will have adequate off-street parking, and has sufficient access (via side yards and a rear alley) for emergency services. Water and sewer access are already provided to this lot.**

B. Describe how the literal enforcement of this ordinance will cause an unnecessary hardship to the property owner(s).

**Literal enforcement of the ordinances will deny any possible use of the lot for residential purposes, despite the zoning of the lot as R1. Currently the applicants have the lot under contract, but the contract will be voided if such a variance cannot be obtained. This would also preclude the current owner, Justin Dahlin, from marketing the lot as a residential lot despite its use as such prior to purchase by Mr. Dahlin's father in 2006.**

C. Describe the exceptional or extraordinary circumstances that justify a variance.

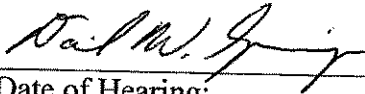
**A variance would be required to allow any residence to be built on this R1 (low density**

housing) lot due to its small size and unusual shape.

D. If the variance is granted, how will the spirit of this ordinance and substantial justice be done?

**Granting the variance will permit the lot to be used for its original residential purpose and allow the applicants to build a smaller cottage-style residence, in keeping with the majority of the residences in this neighborhood of the town.**

Signature of property owner



Signature of property owner



Date of Hearing:

| Granted  Yes  No (attach findings of Board)

Signature of Board Chair



## CORPORATION OF SHEPHERDSTOWN

104 NORTH KING STREET  
P.O. BOX 248  
SHEPHERDSTOWN, WEST VIRGINIA 25443-0248  
TEL: (304)876-2312  
FAX: (304) 876-1473

### Letter of Determination

Dave and Julia Springer

September 11, 2014

P.O. Box 1085

Shepherdstown, WV 25443

<b>Site Address:</b>	<b>Lot #204, West High Street</b>
<b>Zoning:</b>	<b>R1</b>
<b>Application #:</b>	<b>14-41</b>

Dear Mr. and Mrs. Springer:

This letter is in response to your request for a Building Permit to construct of a new home on Tax Map 2, Parcel 51, Pt Lt #204 High Street.

It is the determination of this office that the following apply:

**Pursuant to Title 9, §9-508, Required lot area, lot width, and yards in residential districts (Amended February 13, 2007), the following conditions exist:**

- 1. The minimum lot area per family unit in the R1 zoning district is 11,000 square feet. Tax Map 2, Parcel 51, Pt Lt #204 High Street is 4,700 square feet.**
- 2. The minimum rear yard depth in the R1 zoning district is 40 feet. The proposed rear yard will have a depth of 31 feet.**

**Pursuant to Title 9, §9-503(b), Uses permitted in the R-1 (low density) district (amended on January 9, 1990), the following condition exists:**


**"Single family, duplex dwellings, and/or single family dwellings of no less than one thousand five hundred (1,500) square feet with one (1) apartment of no less than one thousand (1,000) square feet, which apartment shall contain not more than three (3) additional persons not members of the family residing in the dwelling unit."**

**The proposed dwelling is six hundred and ninety seven (697) square feet.**

Per the conditions stated above, your application (#14-41) does not meet all the requirements set forth in Title 9, §9-503(b) and §9-508. Please be advised that in accordance with §9-1006, you have the right to appeal this determination with the Board of Zoning Appeals or, pursuant to §9-1008, you may apply for a variance with the Board of Zoning Appeals.

Thank you for your submittal and should you have any questions, please do not hesitate to contact me.

Sincerely,



Andy Beall, Zoning Officer

**Regarding Application for Special Exception:  
Lot 204 West High St., Shepherdstown, WV 25443**

**Applicants:** David W Springer and Julia B Springer

The applicants are contractual parties to a ratified purchase agreement (dated 1 August 2014) contingent only upon the issuance of a variance (special exception) allowing the construction of a residential dwelling on the 0.10 Acre Parcel.

*To-wit*, applicants are aware that variances would be required to allow such construction under the following sections of Title 9:

- **9-503 Uses permitted in the R-1 (low density) district (amended on January 9, 1990)**  
B - Single family, duplex dwellings, and/or single family dwellings of no less than one thousand five hundred (1,500) square feet with one (1) apartment of no less than one thousand (1,000) square feet, which apartment shall contain not more than three (3) additional persons not members of the family residing in the dwelling unit.
- **9-508 Required lot area, lot width, and yards \* in residential districts (amended February 13, 2007)**  
Min. Lot Area per Family Unit - 11,000 square feet  
One Rear Yard - Not less than 40 feet

As such, and having standing, the applicants hereby appeal to the Board of Appeals of the Corporation of Shepherdstown, as provided in Chapter 8A-8-10 of the West Virginia Code for such relief.

This lot, although currently vacant, was occupied by a single family dwelling prior to 2005, whilst owned by the Grantham family. The applicants desire to build a single-family dwelling of a similar size and in a complimentary style to the existing homes in this region of the Historic District. Although the intended cottage will be smaller than the minimum size stated for R-1 under Section 9-503B, we contend that the intended size (approximately 24 x 36 feet) is in keeping with surrounding properties.

This small, trapezoid lot has an area of 4,700 square feet (0.10 Acre). Whilst this is less than the 11,000 square feet specified as the minimum lot size for a single-family dwelling in R-1 under Section 9-508, the applicants submit that this area is similar to surrounding single-family lots in this neighborhood, and indeed is larger than several parcels including the adjacent lot currently occupied by Mrs Rosetta Brown.

The lot has a street frontage of 68.87 feet on High Street, and is thus in compliance with Section 9-211 Lot frontage [- all lots in the residential and residential commercial zones shall have the minimum lot width fronting on designated streets but not alleys] as further clarified under section 9-508 [- minimum lot width R-1 district single-family dwelling 60 feet].

The intended footprint of the proposed cottage is such that the front yard setback will be no closer than the established building line on the adjacent lot (Mrs Brown).

The lot is accessible from the rear via a public alley (Newton Alley), and one side yard will be in excess of 8 feet, in accordance with Section 9-508 [- side yard R-1 single-family dwelling - one side yard of at least 12 feet unless the lot is accessible from the rear via a public alley. If such access exists then the side yard may be a minimum of 8 feet].

The rear yard depth will be approximately 31 feet; this is less than the minimum rear yard specified under Section 9-508 [- not less than 40 feet] due to the size and unusual shape of the lot, but is greater than the adjacent properties.

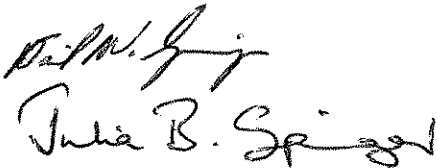
The recorded lot area is 4,700 square feet (0.10 Acre); the planned dwelling will have a footprint significantly less than 50% of that area (less than 1,000 square feet) - thereby complying with the Green Space requirement of Section 9-508 [Footprint of house (primary structure) and any accessory buildings cannot exceed 50% of lot area].

The proposed cottage is intended to be one and one-half stories, built on a raised basement, with an overall height less than the maximum height of 35 feet, as specified under Section 9-506 [Building height regulations in residential districts].

With the advantage of rear access from the public alley, at least one off-street parking space, no less than 9 feet by 20 feet, will be provided on the lot, in compliance with Section 9-207 [Off-street parking requirements].

Your prompt consideration of this matter would be greatly appreciated, both by the applicants and by the seller (Justin Dahlin).

Respectfully submitted,

Handwritten signatures of David and Julia Springer. The signature for David is written above the signature for Julia.

David and Julia Springer

Attachments:

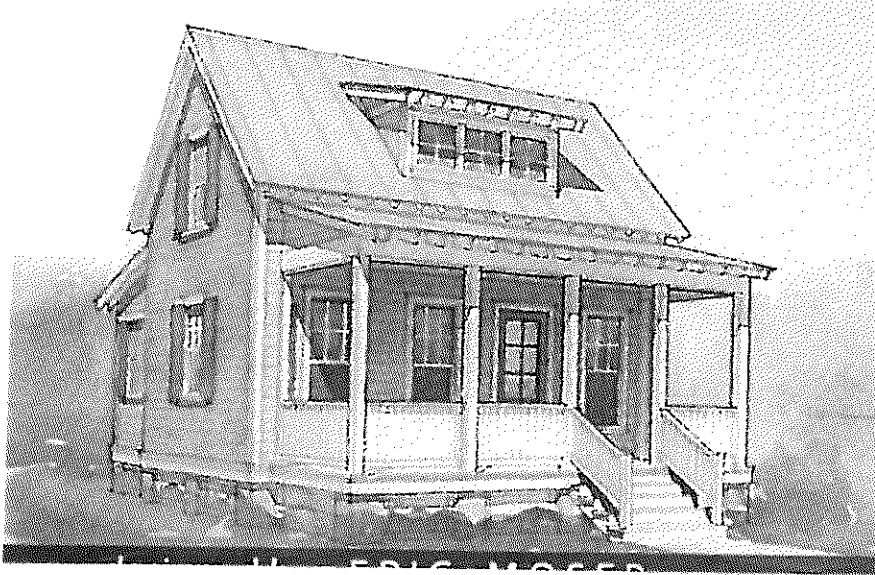
1. Purchase agreement, dated 1 August 2014.
2. Plat of Resurvey.
3. Tentative house plan.

# HOUSEPLANS

Questions about this plan? Visit Houseplans today or call 1-800-913-2350

You can view this plan at [houseplans.com/p/514-10](http://houseplans.com/p/514-10)

## Plan #514-10



697 sq ft 2 beds 1.00 baths 24' wide 34' deep

### Pricing

<b>Mirror Reversed Sets</b>	
Each Additional Set	+\$0.00
<b>Plan Set</b>	
5 Copy Set	\$850.00
Reproducible Set	\$950.00
<b>Foundation</b>	
Pier	+\$0.00
<b>Additional Construction Sets</b>	
Each Additional Set	+\$40.00

### House Features

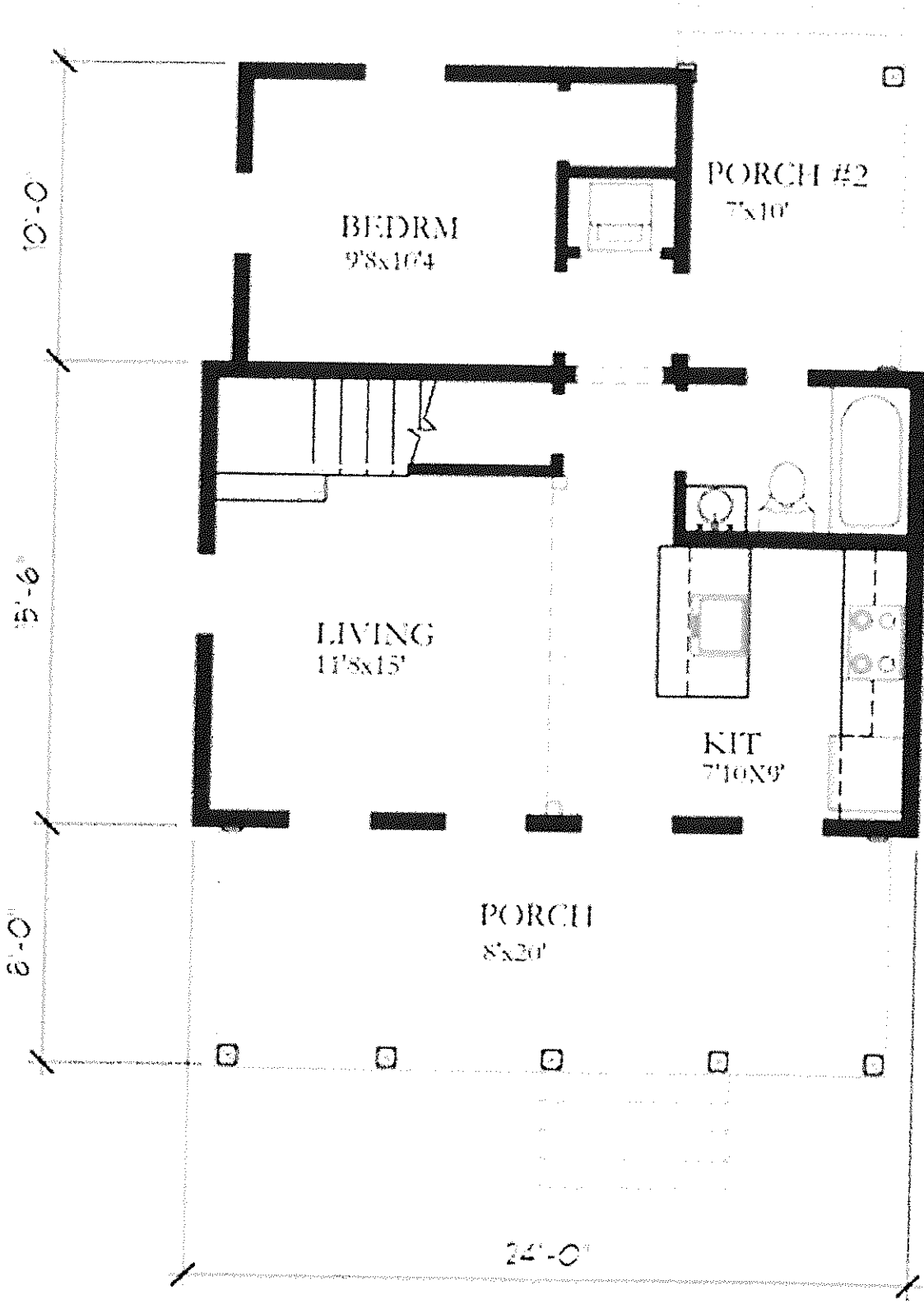
### Styles Classifications

Southern  
Beach

Cottage  
Traditional

### Specifications

Main Floor Sq Ft	522 sq ft
Upper Floor Sq Ft	175 sq ft
Total Sq Ft	697 sq ft
Depth	34'
Width	24'
Primary Pitch	12:12
Secondary Pitch	3:12
Roof Framing	Truss
Main Ceiling Ft	8'







Application Number 14 - 41

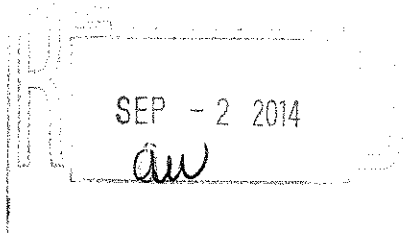
# Application for Building Permit

## Corporation of Shepherdstown, West Virginia

Should you have any questions regarding this application, please contact:

Andy Beall (Phone 304-876-6858, E-Mail [abeall@shepherdstown.us](mailto:abeall@shepherdstown.us))

Harvey Heyser (Phone 304-876-6858, E-Mail [hheyser@shepherdstown.us](mailto:hheyser@shepherdstown.us))



**PLEASE PRINT OR TYPE CLEARLY**

Applicant's Name: DAVE + JULIA SPRINGER

Address: 213 W. NEW ST

Day Time Telephone Number: 240-818-6688

E-Mail Address: BAKER STREET HOMES @ GMAIL.COM

Property Owner's Name: SAME

Address: \_\_\_\_\_

Day Time Telephone Number: —

Street Address of Proposed Work: \_\_\_\_\_

Lot Number/Legal Description: LOT 204 W. HIGH ST

Current Zoning: R-1 Current Land Use: VACANT

Note: See zoning maps at Town Hall for correct zoning classification

Description of Work: SEE ATTACHED

Change of Use? Example- Residential to Commercial or Commercial to Residential

From: \_\_\_\_\_ To: \_\_\_\_\_

Cost Estimate: \_\_\_\_\_ Project Category (Descriptions on Next Page): \_\_\_\_\_

Contractor performing work: \_\_\_\_\_

Contractor's Business License #: \_\_\_\_\_



Application Number \_\_\_\_\_ - \_\_\_\_\_

**Application For Building Permit**  
**Corporation of Shepherdstown, West Virginia**  
**(Checklist of Required Information for Applications)**

Provide information required for appropriate category of work:

**Category I-** Minor Projects such as painting, awnings, porch railings, window boxes, air conditioner units, satellite dishes, propane tanks, window replacements, signs or other minor changes.

\_\_\_\_\_ PHOTOGRAPHS OR DRAWN ELEVATION VIEWS OF THE PROPOSED WORK SITES (clearly labeled), at reasonable scales, of the parts of the structure to be altered (again, clearly labeled in terms of which side of the structure, etc.) are needed.

\_\_\_\_\_ MATERIAL AND COLOR SAMPLES for exterior finishes

**Category II-** Accessory Buildings, sidewalks, driveways, decks, garages, storage buildings, or carports.

**Category III-** Single Family Dwellings major changes excluding additions and non-profit tax exempt organizations.

**Category IV-** Commercial/Industrial, Multi-Family Residences and/or additions.

**(Categories II thru IV):**

\_\_\_\_\_ SITE PLAN is required at common engineering (1" = 10' or 1" = 20', etc.) or architectural scales (1/4" = 1' or 1/8" = 1'). Specifically, these drawing shall include: North point, scale, date, property boundaries (lot lines), existing trees and/or significant planting (if work will disturb surroundings), street & parking lighting.

\_\_\_\_\_ Proposed landscaping (height & type)

\_\_\_\_\_ Gross & net land area of property

\_\_\_\_\_ Setback from property boundaries

\_\_\_\_\_ Existing & proposed topography (only if regrading of the property is required)

\_\_\_\_\_ Existing & proposed accessory structures

\_\_\_\_\_ Existing & proposed street right-of-way & entrance

\_\_\_\_\_ Sidewalk, handicap access, Category IV only

\_\_\_\_\_ Existing & proposed utility easements (location & widths)

\_\_\_\_\_ MATERIAL AND COLOR SAMPLES for exterior finishes

\_\_\_\_\_ ELEVATIONS, drawings indicating height of proposed structures, materials, and window and door arrangements

\_\_\_\_\_ ZONING INFORMATION shall be defined in the application as required:

\_\_\_\_\_ Dwelling density- net (residential application only)

\_\_\_\_\_ Flood plain designation if any (mapping available in Town Hall)

\_\_\_\_\_ Cost estimates and property appraisals for applications seeking exemptions from Chapter 12- Floodplain provisions

**Category V- Demolitions:**

\_\_\_\_\_ Historic designation of structures to be demolished (documents available in Town Hall)

\_\_\_\_\_ Complete description of structure(s) or part(s) of structure(s) to be demolished.



Application Number \_\_\_\_\_ - \_\_\_\_\_

**Section 9-905 Remedies and penalties**

The owner or agent of a building or premises in or upon which a violation of any provision of the Planning and Zoning Title has been committed or shall exist, or the leasee or tenant of an entire building or entire premise in or upon which violation has been committed or shall exist, or the agent, architect, building contractor or any other person who commits, takes part or assists in any violation or who maintains any building or premises in or upon which such violation shall exist, shall be guilty of a misdemeanor and shall be punished by a fine not to exceed one hundred (100) dollars. Each and every day that such violation continues may constitute a separate offense.

**Please read the following paragraph carefully and sign.**

**Attach documents specified in the checklist on the back of this application. I hereby certify that all information herein provided is true and accurate. I hereby authorize the inspection of the above premises by authorized agents of the Shepherdstown Planning Commission at any reasonable time in order to determine compliance with the Commission's approval. Application must be signed by owner or his/her agent.**

Date: \_\_\_\_\_

Applicant's Signature: Julia B Springer | D.W. Springer

Print Name: JULIA B. SPRINGER | D.W. SPRINGER

**If you are a tenant, you must obtain the owner's signature acknowledging and approving the proposed work. This must be done prior to submission of application.**

Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Zoning Officer Comments:

Fee Paid 150.00 # 0974

Date Paid 9-2-14



Application Number \_\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 8 OF TITLE 9 OF THE CODE OF SHEPHERDSTOWN  
RELATING TO BUILDING PERMIT FEE SCHEDULE

**THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:**

Section 9-902 of Chapter 8 paragraph XIV be amended as follows:

**Category I:** Minor projects such as painting, awnings, porch railings, window boxes, air conditioner units, satellite dishes, propane tanks, window replacement, signs, or other minor changes

**\$20.00**

**Category II:** Accessory buildings, sidewalks, decks, fences, driveways, garages, storage buildings, carports

**\$35.00**

**Category III:** Single family dwelling major changes excluding additions, non-profit tax exempt organizations

**\$100.00**

(Plus \$1.00 per \$1,000.00 value over \$50,000.00)

**Category IV:** Additions, commercial-industrial, multi-family residences

**\$250.00**

(Plus \$1.00 per \$1,000.00 value over \$50,000.00)

**Category V:** Demolition and permit extensions

**\$25.00**

The Planning Commission shall categorize any request not specifically listed in the above categories.

**Fees shall be paid to the Town Treasurer/Clerk and must accompany the application. If work begins without the required permit, double the cost of said permit would be charged.**

**THIS REAL ESTATE PURCHASE AGREEMENT**, Made this 1<sup>st</sup> day of August, 2014, by and between **JUSTIN E. DAHLIN**, whose mailing address is 531 DuPont Street, Philadelphia, Pennsylvania 19128, party of the first part, sometimes hereinafter referred to as **SELLER**, and **DAVID WILLIAM SPRINGER** and **JULIA BAKER SPRINGER**, his wife, whose mailing address is Post Office Box 1085, Shepherdstown, West Virginia 25443-1085, parties of the second part, sometimes hereinafter referred to as **PURCHASERS**,

**WITNESSETH:** That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the parties hereto each to the other, the receipt whereof being hereby acknowledged, and other valuable consideration hereinafter set forth, Seller does hereby agree to sell and convey to Purchasers, and Purchasers do hereby agree to purchase and acquire from Seller, that certain lot, tract or parcel of real estate lying and being situate in the Town of Shepherdstown, Shepherdstown Corporation District, Jefferson County, West Virginia, which is more particularly described in Section 1, *infra*, and it is understood and agreed by and between all of the parties hereto that this Agreement shall be made and accepted subject to the following terms, covenants, and conditions, viz.:

1. **DESCRIPTION:** All that certain lot, tract or parcel of real estate, together with the improvements thereon and the appurtenances thereunto belonging, fronting 68.67 feet on the south side of High Street in the Town of Shepherdstown, Shepherdstown Corporation District, Jefferson County, West Virginia, which is more particularly described as follows, *to-wit:*

A lot, tract or parcel of real estate containing 4,700 square feet, or 0.10 of an acre, more or less, which is shown and described as *Grantham T.M. 2/51, DB 982/126* on a Plat of Resurvey (Drawing No. 4454) prepared by Peter H. Lorenzen, P.S., dated March 31, 2005 (hereinafter referred to as *0.10 Acre Parcel*), and which is attached to, recorded with and incorporated by reference in that certain deed dated November 20, 2006, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book No. 1030, at page 101, which names Dorothy J. Grantham as Grantor and Bruce H. Dahlin as Grantee.

The 0.10 Acre Parcel was conveyed to Bruce H. Dahlin by Dorothy J. Grantham by the above mentioned deed dated November 20, 2006, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book No. 1030, at page 101.

a resident of Jefferson County, West Virginia, seized and possessed of the 0.10 Acre Parcel, and by virtue of the Last Will and Testament of said decedent dated December 13, 2010, duly probated March 4, 2011, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Will Book No. 19, at page 713, the 0.10 Acre Parcel was devised to Justin Equinox Dahlin, who is also known as Justin E. Dahlin.

The 0.10 Acre Tract is carried on the 2014 Land Book for Jefferson County, West Virginia, in the Shepherdstown Corporation section thereof, against the name Justin E. Dahlin as follows, viz., Tax Map 2, Parcel 51, Pt Lt #204 High Street.

2. **PURCHASE PRICE:** The purchase price for the 0.10 Acre Parcel is [REDACTED], which shall be payable in full at closing.

3. **EARNEST MONEY:** Forthwith after this Agreement has been executed by the parties, Purchasers shall pay over to R. Terry Butcher, Attorney-at-Law, who is counsel for Seller, the sum of Five Thousand and No/100 Dollars (\$5,000.00) in earnest money, which shall be held by him in trust and applied toward the purchase price at closing until and unless such sum is refunded to Purchasers as provided in Section 4-b, *infra*.

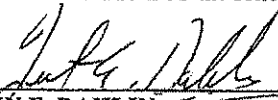
4. **SALE CONTINGENCY:** Seller and Purchasers agree that the sale and purchase of the 0.10 Acre Parcel provided for in this Agreement expressly made subject to the following contingency, *to-wit*:

a. Purchasers shall be under no obligation to purchase the 0.10 Acre Parcel from Seller until and unless Purchasers have secured a variance from the Board of Appeals of the Town of Shepherdstown to construct a residential dwelling on the 0.10 Acre Parcel.

b. Seller shall be obligated to refund the earnest money deposit of Five Thousand and No/100 Dollars (\$5,000.00) to Purchasers, if, and only if, Purchasers are unable to obtain the variance referred to in Section 4-a, *supra*, on or before January 31, 2015.

c. Forthwith after this Agreement has been signed by the parties, Purchasers shall exercise their best efforts at their expense to secure the variance referred to in

WITNESS the following signatures.

  
JUSTIN E. DAHLIN

  
DAVID WILLIAM SPRINGER

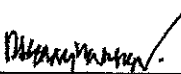
  
JULIA BAKER SPRINGER

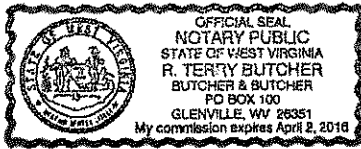
STATE OF WEST VIRGINIA,  
COUNTY OF GILMER, to-wit:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 2014  
by Justin E. Dahlin.

My commission expires April 2, 2016.

(NOTARY SEAL)

  
Notary Public

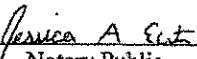


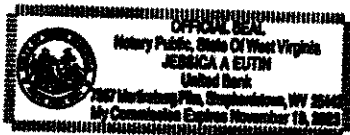
STATE OF WEST VIRGINIA,  
COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this 7 day of August, 2014,  
by David William Springer and Julia Baker Springer, his wife.

My commission expires: November 19, 2023

(NOTARY SEAL)

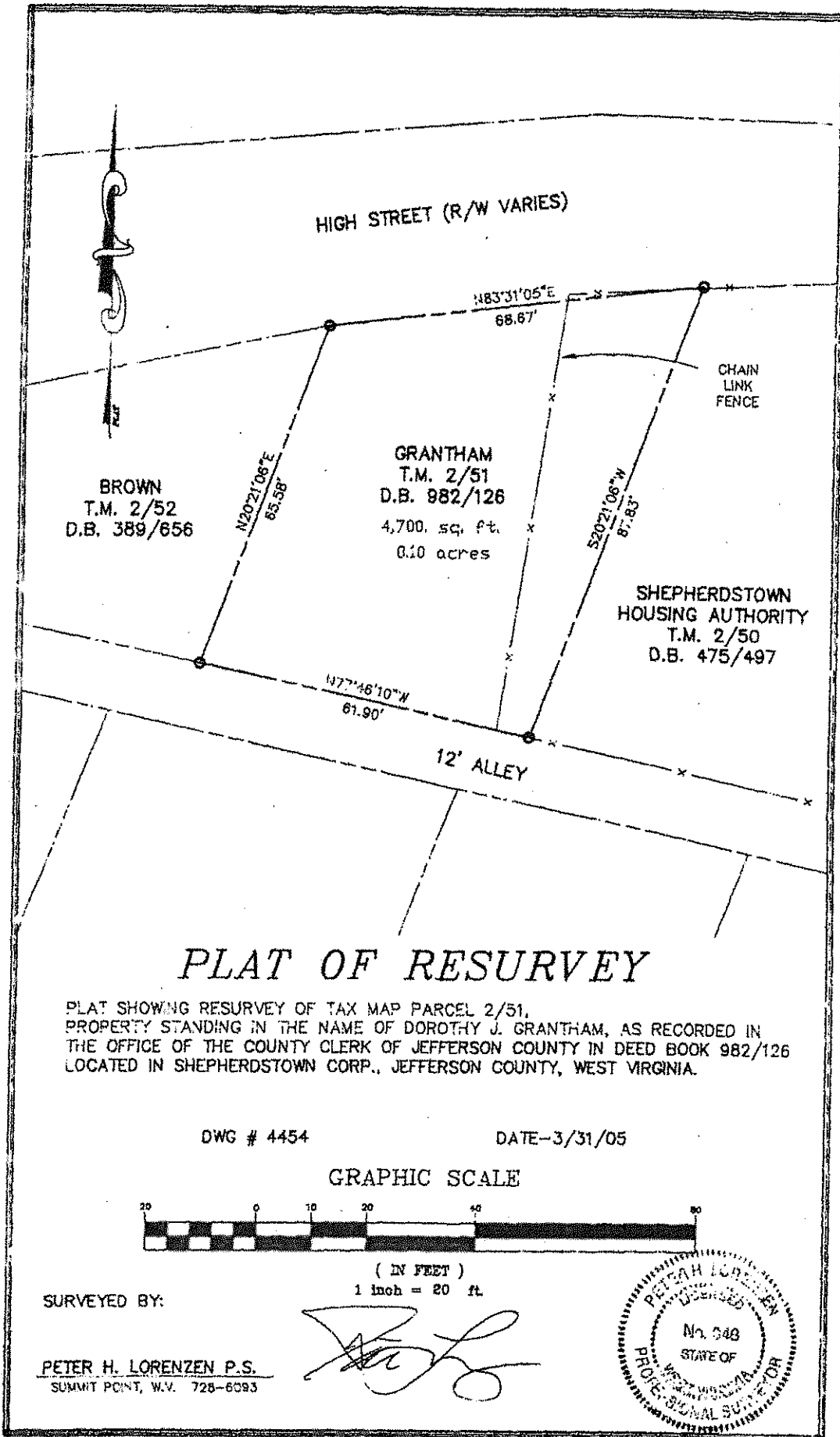
  
Notary Public



This Instrument Prepared By:

R. Terry Butcher, Esquire  
West Virginia Bar No. 564  
BUTCHER & BUTCHER  
Attorneys at Law  
218 East Main Street  
Post Office Box 100  
Glenville, West Virginia 26351

Z:/REPK,jed



# PLAT OF RESURVEY

PLAT SHOWING RESURVEY OF TAX MAP PARCEL 2/51,  
 PROPERTY STANDING IN THE NAME OF DOROTHY J. GRANTHAM, AS RECORDED IN  
 THE OFFICE OF THE COUNTY CLERK OF JEFFERSON COUNTY IN DEED BOOK 982/126  
 LOCATED IN SHEPHERDSTOWN CORP., JEFFERSON COUNTY, WEST VIRGINIA.

OWG # 4454

DATE-3/31/05

### GRAPHIC SCALE

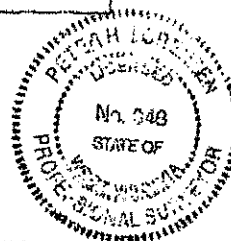


( IN FEET )

1 inch = 20 ft.

SURVEYED BY:

**PETER H. LORENZEN P.S.**  
 SUMMIT POINT, W.V. 728-6093





5. **CASH TRANSACTION:** Purchasers covenant that they have no need to borrow money from a lender to finance their purchase of the 0.10 Acre Parcel and that they are or will be in a position to pay Seller the balance due at closing in cash.

6. **NO REALTORS, AGENTS OR COMMISSIONS:** Seller and Purchasers covenant to each other that they have not entered into any agreements with realtors, agents, or others relating to the sale and purchase of the 0.10 Acre Parcel that would result in the payment of commissions at closing.

7. **WARRANTIES OF SELLER:** Seller warrants that to the best of his knowledge, no defects in boundary or acreage, or other encroachments, adversely affect the 0.10 Acre Parcel.

8. **LIENS:** Seller shall provide Purchasers with good and marketable title to the 0.10 Acre Parcel, free and clear of all liens.

9. **ENCUMBRANCES:** Title to the 0.10 Acre Parcel shall be conveyed subject all reservations, exceptions, rights of way or easements, mineral leases, limitations and conditions, and other servitudes, if any, made, retained or otherwise created by deeds or other instruments constituting the record chain of title to the 0.10 Acre Parcel.

10. **GENERAL WARRANTY DEED:** Title to the 0.10 Acre Parcel shall be transferred and conveyed by Seller to Purchasers, as joint tenants with right of survivorship and not as tenants in common, at closing of this transaction by deed containing Covenants of General Warranty.

11. **INSPECTION AND CONDITION OF PREMISES:** Purchasers have personally inspected the 0.10 Acre Parcel as of the effective date of this Agreement, and they agree to acquire the 0.10 Acre Parcel in its condition as of said date.

12. **ALTERATION OF PREMISES:** Seller shall make no alterations of any kind or type whatsoever which would in any way, shape or form alter the condition or character of the 0.10 Acre Parcel from the condition the 0.10 Acre Parcel was on the effective date of this Agreement.

13. **TAXES AND ASSESSMENTS:** Real property taxes on the 0.10 Acre Parcel for 2014, or 2015, if applicable, shall be prorated on a calendar year basis between Seller and Purchasers as of the date of closing.

14. **MAINTENANCE AND IMPROVEMENTS:** Purchasers agree to assume the duty and expense of mowing the grass and cutting the weeds on the 0.10 Acre Tract during the pendency of this Agreement.

15. **POSSESSION:** Seller shall deliver possession of the 0.10 Acre Parcel to Purchasers at closing.

16. **EFFECTIVE DATE:** The effective date of this Agreement shall be August 1, 2014.

17. **TIME OF CLOSING:** The transaction contemplated by this Agreement shall be closed and the aforesaid general warranty deed delivered on or before the 31<sup>st</sup> day of January, 2015.

18. **TIME OF ESSENCE:** Time is of the essence insofar as the terms and provisions of this Agreement are concerned.

19. **CLOSING COSTS:** Seller shall pay all closing costs associated with closing except for the following which Purchasers shall pay, *to-wit*:

a. Recording fee for the general warranty deed in the amount of Thirty Six and No/100 Dollars (\$36.00);

b. Prorated share of 2014 real property taxes, or 2015 real property taxes if applicable, on the 0.10 Acre Parcel; and

c. If applicable, the fee charged by the lawyer employed to examine and certify title to the 0.10 Acre Parcel or otherwise assist with closing.

20. **RECORDING THIS AGREEMENT:** Purchasers shall pay for recording this Agreement if they deem it necessary to record the same.

21. **BINDING EFFECT:** This Agreement and all conditions, covenants, and provisions herein shall enure to and be binding on each of the parties hereto, their heirs, executors, administrators, devisees, agents, successors and assigns.

22. **GOVERNING LAW:** This Agreement shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of West Virginia.

23. **AGREEMENT MADE IN DUPLICATE:** This Agreement shall be executed in duplicate, each of which copies shall be considered for all purposes as an original.