

Mineral County Clerk
DEED Clerk 12
Date/Time: 01/12/2006 11:19
Inst #: 323 54813 941
THIS DEED, made: this 34th day of
January, 2006, by and between
Downtown Investment Group, LLC, a
West Virginia Limited Liability
Company, grantor, party
of the first part, and Bryan W.
Swisher and Gena L. Swisher, his
wife, grantees, parties of the second
part,

**DOWNTOWN INVESTMENT GROUP, LLC,
A West Virginia Limited
Liability Company**

TO: DEED

**BRYAN W. SWISHER
and
GENA L. SWISHER,
his wife**

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt whereof being hereby acknowledged, and other good and valuable consideration deemed valid at law, the said party of the first part does, by these presents, grant and convey unto the said parties of the second part, with covenants of General Warranty of Title, all that certain tract or parcel of real estate situate lying on Knobley Mountain and O'Neals Gap, about 2.5 miles northeast of Keyser, in Cabin Run District of Mineral County, West Virginia, containing 115.50 acres, more or less, and which said parcel is more particularly bounded and described as set forth on that certain Description of Survey and Plat of Survey Prepared for Downtown Investment Group, LLC, as prepared by Dick A. Heavner, Professional Surveyor, a copy of which said Description of Survey being attached hereto and made a part hereof for all pertinent and proper reasons, and a copy of said Plat of Survey to be recorded in the Office of the Clerk of the County Commission of Mineral County, West Virginia, prior to or contemporaneously with the recordation of this deed, and same is by reference made a part hereof for all pertinent and proper reasons, including a more particular metes and bounds description of said 115.50 acre parcel conveyed herein.

And being all of the remainder of a 156.07 acre parcel of realty conveyed unto the grantor herein by deed of James F. Farmer and Helen H. Farmer dated November 3, 2004, and of record in the Office of the Clerk of the County Commission of Mineral County, West Virginia, in Deed Book No. 318, at page 827.

CARI, KEATON
& FRAZER, PLLC
ATTORNEYS AT LAW
50 E. MAIN STREET
ROMNEY, WV 20757

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For the consideration aforesaid, there is further conveyed unto the grantees herein, their heirs, successors, and assigns, a right of way fifty (50) feet in width leading from County Route 9 (Knobley Road) in a generally northwesterly direction to the southeast corner of the realty herein conveyed, thence traveling along the eastern boundary of said tract, with twenty-five (25) feet of said roadway being on the parcel herein conveyed and twenty-five (25) feet lying on the adjoining landowners as shown on the above referenced plat of survey to which reference is made for a more particular metes and bounds description of said right of way, same to be a non-exclusive right of way to be used by all other persons having a legal right to use same. Said right of way is further taken subject to all of the terms and conditions as set forth in that certain Agreement dated December 12, 2004, of record in the aforesaid Clerk's Office in Deed Book 318, Page 831, between Clifton R. Umstot, Jr., et ux, James F. Farmer, et ux, and the grantor herein, which said Agreement is by reference made a part hereof for all pertinent and proper reasons, and the terms and conditions in regard to said right of way contained therein are deemed covenants running with the land. Said realty is further taken subject to and together with any and all other rights of way or easements which may effect said realty, including any such rights of way or easements as shown on the above referenced plat of survey.

Said realty is further conveyed unto the grantees herein, their heirs and assigns, subject to the following Protective Covenants, which are binding on the grantees herein, their heirs, successors and assigns, and shall be deemed to run with the land, set forth as follows:

1. The subject property conveyed herein is restricted to Residential, Agricultural and Recreational Use only. No commercial, industrial, manufacturing enterprise or major subdivision shall be created, maintained or operated upon said land by the grantees. Major is defined as 2 to 5 acre lots.
2. No house trailers, mobile homes, buses, or prefabricated metal

homes shall be permanently placed or maintained upon said land, without prior written permission of the grantor.

3. Grantor hereby reserves unto itself, its successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easements or rights-of-ways therefore, over and under a strip of land Twenty Five (25) Feet wide along the road front and 20' along the rear and side boundary lines. Said utility easements include but are not limited to telephone, electric light poles, conduits, equipment sewer, gas and water lines.

4. No hunting or discharging of firearms shall be permitted within One Hundred (100) feet to any exterior boundary line or within One Hundred Fifty (150) yards of any structure, residence or dwelling.

5. All right of ways and roadways constructed to access the property contained herein are for use in common by the grantees, their respective heirs, successors and assigns. Grantees further agree to pay their proportionate share of the maintenance and upkeep thereon.

6. Trash and refuse shall not be allowed to accumulate on the lands covered by these covenants and no junk, junked vehicles, or parts thereof or any unregistered vehicles not in current use shall be openly kept or stored thereon. No on-street parking is permitted by property owners.

7. No dwelling shall be occupied on any lot unless there is constructed with it a sanitary septic system for the disposal of sewage and approved by the Mineral County Health Department.

8. No obnoxious or offensive activity shall be carried upon any tract that will constitute a nuisance to the Grantor or adjoining property owners. Any All Terrain Vehicles (ATV's) shall be equipped with mufflers that meets original equipment manufacturer's (noise abatement) specifications.

Grantor shall be solely responsible for all real estate taxes for the year 2005, and the grantees agree to assume and be solely responsible for the real estate taxes beginning with the calendar year 2006, although

same may still be assessed in the name of the grantor.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantee, together with all rights, ways, buildings, houses, improvements, easements, timbers, waters, minerals and mineral rights, and all other appurtenances thereunto belonging, in fee simple forever.

We hereby certify, under penalties as prescribed by law that the actual consideration paid for the real estate conveyed by the foregoing and attached deed is \$388,500.00.

WITNESS the following signatures and seals:

DOWNTOWN INVESTMENT GROUP, LLC,
A WEST VIRGINIA LIMITED LIABILITY COMPANY

By: *R. Michael Haywood* MEMBER

R. Michael Haywood, Member

By: *Robert R. Kessel* Member

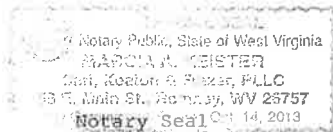
Robert R. Kessel, Member

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Marcia A. Kister, a Notary Public, in and for the county and state aforesaid, do hereby certify that R. Michael Haywood and Robert R. Kessel, in their capacities as Members of Downtown Investment Group, LLC, a West Virginia Limited Liability Company, whose names are signed and affixed to the foregoing deed dated the 4th day of January, 2006, have each this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 6th day of January, 2006.



Marcia A. Kister
Notary Public

This instrument was prepared by H. Charles Carl, III, Attorney at Law, 56 East Main Street, Romney, West Virginia.
Njh/deed/DowntownInvGrptoSwisher

**DESCRIPTION OF SURVEY
FOR
DOWNTOWN INVESTMENT GROUP, LLC**

115.50 ACRES

A tract or parcel of land lying on Knobley Mountain and O'Neals Gap, about 2.5 miles northeast of Keyser, in Cabin Run District of Mineral County, West Virginia and more particularly described as follows:

Beginning at a 5/8" X 30" rebar set by a fence corner, said rebar being located N 63° 18' 02" W 62.81' from a 36" white oak tree found in a fence line, (believed to be an original corner), being at a corner to a 0.57 acre lot recently conveyed off this property to Clifton R. Umstot, Jr., (Deed Book 318, Page 948), and also being in a line of Kenneth L. Hostetler, (Deed Book 234, Page 26), thence leaving Umstot and running with Hostetler

N 63° 18' 02" W 2554.13' to a 5/8" X 30" rebar and stone pile set in a small low place on the north side of a ridge, thence

S 45° 08' 43" W 286.68' to a 5/8" X 30" rebar and stone pile set on the south side of a knob, thence

S 32° 46' 46" W 245.06' to a 5/8" X 30" rebar and stone pile set, in or near a line of Hostetler and at a corner between this property and Steven S. Savramis, et als, (Deed Book 243, Page 197), thence leaving Hostetler and running with Savramis, (note; a 1970 survey by Charles L. Logsdon of the property now owned by Savramis put the property line further to the north, encroaching onto this property)

N 56° 28' 58" W 637.22' to a 5/8" X 30" rebar set in or near an old fence line and in a line of Savramis, being a corner to a 10.00 acre tract recently conveyed off this property to Timothy R. Frank, (Deed Book 320, Page 231), thence leaving Savramis and running with the lines of the 10.00 acre tract

N 15° 00' 09" E, at 574' crossing the center of an existing access road and reserved 50' wide right-of-way leading from the Knobley Road through this tract and into and through the 10.00 acre tract, and continuing in all 861.95' to a 5/8" X 30" rebar set, thence

N 45° 34' 36" W, at 211' recrossing the access road and continuing in all, 546.98' to 5/8" rebar and planted stone found by a fence corner on top of Knobley Mountain, being a corner to this land, said Timothy R. Frank, Mead-Westvaco Corp., (Deed Book 224, Page 411), and Donald R. Kile, (Deed Book 281, Page 338), thence leaving Frank and Mead-Westvaco and running with lines of Kile, (note; a previous survey by Geoff Green for Donald Kile encroaches onto this property. The line surveyed by Green was marked and at the time of this survey, Kile had started to build a fence on the line established by Green. The line represented by this survey follows near an old fence.)

N 03° 17' 11" E 295.43' to a 5/8" X 30" rebar set at the base of a fallen fence post and stone found, thence

N 01° 54' 16" W 1100.32' to a 5/8" X 30" rebar set in the west edge of an old road which is believed to be the road referred to as "the Old Virginia Road", thence

N 15° 59' 23" E 41.21' to a large red oak stump found and believed to be an original corner to this land, a 5/8" X 30" rebar now added at the south base of the stump, thence

N 38° 40' 22" E 246.68' to a corner fence post found, being a corner between said Donald R. Kile, Elizabeth Myers, (Deed Book 92, Page 299), and a 30.00 acre tract recently conveyed off this property to Stephen W. Workings, (Deed Book 318, Page 944), thence leaving Kile and Myers and running with lines of Workings' 30.00 acre tract

S 59° 34' 28" E, at 430' crossing the center of another existing access road and 50' wide reserved right-of-way, the same course continued in all 1111.66' to a 5/8" X 30" rebar set, the same course continued 27.68' further for a total of 1139.34' to a point near the center of the access road leading

from Knobley Road, said point is in the center of a 50' wide right-of-way, thence running with the center of the right-of-way

N 84° 22' 40" E 36.20'

S 71° 44' 21" E 27.55' to a point in the center of the right-of-way, being a corner between Stephen W. Workings and Brian K. Buterbaugh, (Deed Book 319, Page 69), thence leaving Workings and continuing with the center of the right-of-way and Buterbaugh

S 28° 56' 04" E 284.28'

S 32° 29' 50" E 85.06'

S 27° 49' 43" E 287.50'

S 25° 58' 15" E 162.49'

S 21° 59' 19" E 222.07' to a point in the center of the road and right-of-way and at a corner to a 100.76 acre tract recently conveyed to James D. Kesner, (Deed Book 315, Page 430), thence continuing down the center of the road and 50' wide right-of-way with calls of the 100.76 acre tract, (with bearings adjusted to this survey)

S 20° 21' 12" E 172.90'

S 28° 24' 58" E 162.70'

S 31° 52' 40" E 295.06'

S 24° 58' 41" E 207.44'

S 30° 48' 24" E 128.92'

S 38° 21' 15" E 111.34'

S 38° 01' 52" E 388.20'

S 51° 09' 49" E 122.58'

S 57° 15' 57" E 64.57', (this call was mistakenly left off the survey description and plat of the 156.07 acre tract of which this is a part)

S 37° 37' 51" E 106.25'

S 40° 50' 17" E 152.02'

S 27° 13' 42" E 105.18'

S 36° 38' 28" E 248.34'

S 26° 58' 39" E 90.78'

S 28° 26' 53" E 119.89'

S 48° 36' 22" E 147.36'

S 75° 43' 24" E 191.86'

S 74° 51' 54" E 101.75' to a point in the center of the road and at a corner of the 0.57 acre lot owned by Clifton R. Umstot, Jr., thence leaving Kesner and the access road and running with lines of the 0.57 acre lot

S 44° 54' 53" W 16.74' to a 5/8" X 30" rebar set, the same course continued 54.44' further for a total of 71.18' to a 5/8" X 30" rebar set northeast of a run, thence

S 18° 09' 01" W 173.90' to the beginning containing 115.50 acres, more or less, including 2.41 acres which had been claimed by Donald R. Kile and 4.29 acres which has been claimed by Steven R. Savramis, as surveyed in September and October, 2004 by Dick A. Heavner and as shown on a plat furnished with this description and made a part thereof and being all the residue of a tract of 156.07 acres conveyed from James F. Farmer and Helen H. Farmer to Downtown Investment Group, LLC, by deed dated November 3, 2004 and recorded in the office of the Clerk of Mineral County, West Virginia in Deed Book 318 at Page 827.



Dick A. Heavner
Dec. 13, 2005