PLANNING COMMISSION

~ AGENDA ~

PLANNING COMMISSION

312 S. Mildred Street,
Ranson WV 25438
www.ransonwv.gov

October 7, 2024 | 7:00 P.M. | Council Chamber

LIVE STREAMINGhttps://ransonwv.gov/your-government/agendas-and-minutes/

I. CALL TO ORDER

II. APPROVAL OF MINUTES

1. Minutes - September 9, 2024
   Planning Commission minutes 992024.docx

III. OLD BUSINESS

IV. PLANNING COMMISSION BUSINESS

1. Public Hearing - Final Plat proposal for Shenandoah Springs Phase 3B
   Legal Notice Shenandoah Springs 3b 1072024.docx
2. 24-19 - FP -Consideration- Final plat proposal for Shenandoah Springs Phase 3B submitted by applicant U.S. Home, LLC
   24-19-smart code final plat application-shen springs 3b.pdf
   24-19-FP-shenandoah springs 3b record plat 04-30-24.pdf
3. Public Hearing- Development Agreement for Phase 3B of Shenandoah Springs
   Legal Notice Shenandoah Springs 3b 1072024.docx
4. 24- 19- FP- Consideration - Development Agreement for Phase 3B of Shenandoah Springs submitted by applicant U.S. Home, LLC
   Resolution PC 2024-18 Shen Springs Phase 3B Development Agreement.docx
   Development Agreement 3B- Shenandoah Springs.pdf
5. Public Hearing - Accepting an Bond for Shenandoah Springs Phase 3B,
   Legal Notice Shenandoah Springs 3b 1072024.docx
6. 24- 19- FP- Consideration - Accepting an bond for Shenandoah Springs Phase 3B submitted by applicant US Homes, LLC
   Resolution PC 24-19 Shenendoah Springs Phase 3b Bond.docx
   Bond 3B- Shenandoah Springs 3B.pdf

V. ADJOURMENT

AGENDA ITEM II.1

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: APPROVAL OF MINUTES

SUBJECT:

ATTACHMENTS:

Planning Commission minutes 992024.docx

PLANNING COMMISSION

~ AGENDA ~

PLANNING COMMISSION

312 S. Mildred Street,
Ranson WV 25438
www.ransonwv.gov

September 9, 2024 | 7:00 P.M. | Council Chamber

I. CALL TO ORDER

Mike Anderson, President	Present
Jason Gore	Present
Andy Colandrea	7:06 PM
Jaden Bound	Present
Doug Davis	Present

II. APPROVAL OF MINUTES

Mike Anderson, President	Present
Jason Gore	Present
Andy Colandrea	7:06 PM
Jaden Bound	Present
Doug Davis	Present

III. OLD BUSINESS

IV. PLANNING COMMISSION BUSINESS

1. Public Hearing - Site Plan for Hobby Lobby Applicant-Integrity Federal Services.

   President Anderson opened the floor for public comments. No comments were received from the public. President Anderson closed the Public Hearing.

2. 24-36-SP- Consideration -Site Plan for Hobby Lobby Submitted by Applicant-Integrity Federal Services,
   3-0
   1- Abstain
   1- Arrived Late

Mike Anderson, President	Abstain
Jason Gore	Motion
Andy Colandrea	7:06 PM
Jaden Bound	Second
Doug Davis	Yes

3. 24-32-SP Applicant for Jefferson County Community Ministries Site Plan for 202 Racetrack Street, zoned T5
   3-0
   1- Abstain
   1- Arrived Late

Mike Anderson, President	Abstain
Jason Gore	Motion
Andy Colandrea	7:06 PM
Jaden Bound	Second
Doug Davis	Yes

V. ADJOURMENT

The meeting adjourned at 7:08 P.M. Motion by Jason Gore, second by Jaden Bound. Community Developer Director stated that the next Planning Commission meeting will be held on October 7, 2024 at 7:00 PM.

_____
Mike Anderson, President

_____
Planning Commission Member

AGENDA ITEM IV.1

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: COUNCIL BUSINESS

AGENDA SECTION: PLANNING COMMISSION BUSINESS

SUBJECT:

ATTACHMENTS:

Legal Notice Shenandoah Springs 3b 1072024.docx

LEGAL NOTICE
PUBLIC HEARING NOTICE
CITY OF RANSON

In accordance with W. Va. Code §8A-5-8 et seq., the Ranson Planning Commission will hold a public hearing on Monday, October 7, 2024, at 7 pm at Ranson City Hall, 312 S. Mildred Street, Ranson, WV. The purpose of the public hearing is to accept public comments on the final plat proposal for Shenandoah Springs Phase 3B, accepting the bond for Shenandoah Springs Phase 3B, and a Development Agreement for Phase 3B of Shenandoah Springs. All persons are invited to attend and make comments about the proposed final plat.

Copies of the proposed plat and bond are available upon request in the Community Development Department. If you cannot attend but wish to comment, you may write and it must be received to the following address: City of Ranson, Attn: Community Development Department, 312 S. Mildred Street, Ranson, WV 25438 or email cityclerk@ransonwv.us. Written Comments received prior to Friday, October 4, 2024, will be provided to the Planning Commission, and inserted into the official record.

AGENDA ITEM IV.2

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: PLANNING COMMISSION BUSINESS

SUBJECT:

ATTACHMENTS:

24-19-smart code final plat application-shen springs 3b.pdf
24-19-FP-shenandoah springs 3b record plat 04-30-24.pdf

SMARTCODE FINAL PLAT APPLICATION

City of Ranson, West Virginia • Department of Community Development
312 S. Mildred Street, Ranson West Virginia 25438 • Phone: 304-725-1010 • www.cityofransonwv.net

OFFICE USE ONLY
Application # _____

Date Received: _____ Fee: _____

Application Accepted By: _____ Payment Type: _____

Comments:

APPLICANT:
NAME: U.S. Home, LLC dba Lennar Corporation-Stuart Hagenlock

ADDRESS: 14280 Park Meadow Drive CITY/STATE Chantilly, VA ZIP: 20151

PHONE # 703-449-6538 FAX # _____ EMAIL stuart.hagenlock@lennar.com

PROPERTY OWNERS:
NAME: U.S. Home, LLC

ADDRESS: 14280 Park Meadow Drive CITY/STATE Chantilly, VA ZIP: 20151

PHONE # 703-449-6538 FAX # _____ EMAIL stuart.hagenlock@lennar.com

☐ **CHECK HERE IF LISTING ADDITIONAL OWNERS ON SEPARATE PAGE.**

ATTORNEY/AGENT (CHECK ONE IF APPLICABLE): ☐ **ATTORNEY** ☐ **AGENT**

NAME: _____

ADDRESS: _____ CITY/STATE _____ ZIP: _____

PHONE # _____ FAX # _____ EMAIL _____

SIGNATURES:
APPLICANT SIGNATURE: _____

PROPERTY OWNER SIGNATURE: _____

ATTORNEY / AGENT SIGNATURE: _____

PLEASE DIRECT CORRESPONDENCE TO: ☐ OWNER ☐ AGENT ☐ ATTORNEY

My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that City staff review of this application is dependent upon the accuracy of the information provided that any inaccurate or inadequate information provided by me/my firm/my agent, etc. may delay review of this application.

PLEASE NOTE: INCOMPLETE INFORMATION WILL RESULT IN REJECTION OF THIS SUBMITTAL.
FOR ALL QUESTIONS REGARDING THIS FORM AND FEES, PLEASE CALL: 304-725-1010.
ALL FEES MUST BE PAID WITH APPLICATION SUBMITTAL. PLEASE MAKE ALL CHECKS PAYABLE TO THE **CITY OF RANSON**.

SMARTCODE FINAL PLAT APPLICATION

City of Ranson, West Virginia ● Department of Community Development
312 S. Mildred Street, Ranson West Virginia 25438 ● Phone: 304-725-1010 ● www.cityofransonwv.net

LOCATION AND PROPERTY INFORMATION

PROPERTY ADDRESS (FOR ZONING PURPOSES): Mountain Laurel Blvd

MAP AND PARCEL NUMBER(S) FOR CERTIFIED ADDRESS: 08-0008-0024

☐ **CHECK HERE IF LISTING ADDITIONAL PARCEL NUMBERS ON SEPARATE PAGE.**

ZONING DISTRICT SC-NC TOTAL ACREAGE 17.45 ac

INSTRUCTIONS

- ❑ The final plat shall be legibly drawn in black or blue waterproof ink on permanent material acceptable to the recording authority of the state. The scale shall not be smaller than one inch equals 100 feet or alternate scale approved by the agent, and the size of the sheet shall be 18 X 24 inches, including a one and one-half inch margin for binding along the left edge. When more than one sheet is required, an index sheet of the same size shall be submitted showing the entire subdivision drawn to scale. The applicant shall submit, and the agent shall retain, the number of copies and all supporting documentation as required by the city.
- ❑ In addition, an electronic version of the approved plat, in formats acceptable to the city shall be submitted. At a minimum, one electronic version shall be changeable, such as CAD, and one electronic version shall be non-changeable, such as PDF.
- ❑ The final plat shall be accompanied by:
    - Copies of protective covenants in form for recording, including covenants governing the maintenance of undedicated public spaces or reservations.
    - Such other certificates, affidavits, endorsements, or agreements as may be required by the planning commission.
    - Certification that the applicant has installed all improvements in accord with the conditions of the planning commission and this article or a surety bond has been submitted and accepted and public improvement agreement to complete the construction of all improvements required by this article and in accordance with division 6.
    - Approvals from all affected state and federal agencies including, but not limited to:
        - State department of health;
        - State department of environmental protection for erosion and sediment control and groundwater protection and underground injection control plan;
        - Potomac Edison;
        - Jefferson County office of emergency services—Addressing office for 911 road naming;
        - Corps of engineers; and
        - Others as required by the City Manager or his designee or the planning commission.

APPLICATION CONTINUED ON NEXT PAGE

SMARTCODE FINAL PLAT APPLICATION

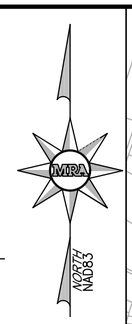
City of Ranson, West Virginia ● Department of Community Development
312 S. Mildred Street, Ranson West Virginia 25438 ● Phone: 304-725-1010 ● www.cityofransonwv.net

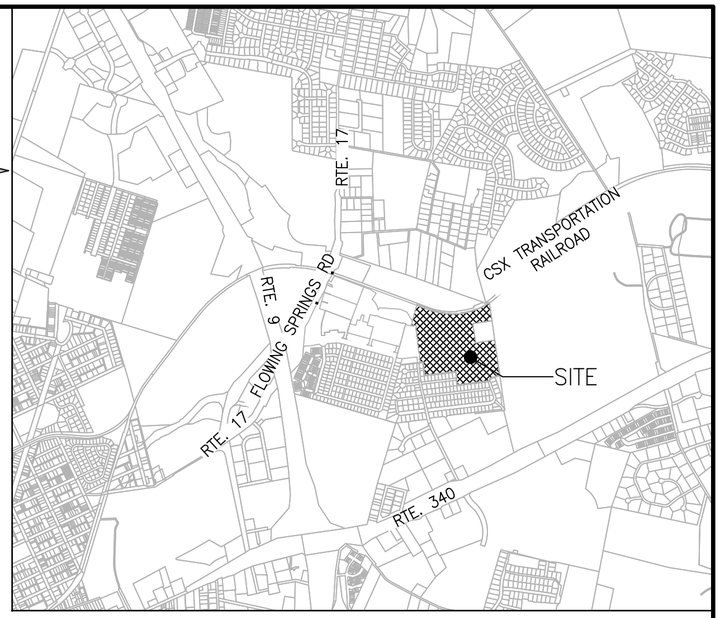
FINAL PLAT APPLICATION CHECKLIST – ATTACH MAP(S) AND OTHER DOCUMENTS INCLUDING THE FOLLOWING INFORMATION:

- ❑ All plat boundaries and property corners shall be tied to state plane coordinates or shall be referenced to magnetic meridian and show declination from true north. If the subdivision is referenced to the state grid, northing and easting coordinates shall be shown for a minimum of three key boundary points. The plat will specify the average grid factor and distances shall be reflected as geodetic.
- ❑ The name of the subdivision and plat title for referencing when recording and the tax map and parcel number of all the tracts shown on the plat.
- ❑ The district or municipality, county and state where the property is located.
- ❑ Names and location of adjoining subdivisions, and location and ownership names of adjoining unsubdivided property. The plat shall also contain the current conveyance reference for the adjoining landowners.
- ❑ The evidence of possession on or near the property line.
- ❑ General location information shall be provided. The name and location of any creeks, rivers or roads near the property and any other identifiable landmarks shall be noted to locate the property. The plat shall include ties to significant objects.
- ❑ Grid North or true and magnetic north reference with declination, graphic scale and date of survey;
- ❑ The name, address, and signature of the current or past owner of the land and the current conveyance reference for the subject property;
- ❑ The name, address, signature, and seal of the registered professional land surveyor responsible for the preparation of the plat, and certification that the plat represents a survey made by that individual and that all monuments shown thereon actually exist, and that their location, size, and material are correctly shown.
- ❑ The measured length and direction of each boundary line by distance, bearing and quadrant. All boundary lines shall be described with lengths to hundredths of a foot and bearings to the nearest second. The error of closure for the property boundary shall be 1:15,000. The plat shall identify any overlaps and gaps in record lines, former deed or grant lines as needed.
- ❑ Description of the accurate location and material of all permanent existing and proposed reference monuments including whether the monuments were found or set. All corners shall contain markers.
- ❑ The exact layout for the subdivision, including:
  - All plats shall include a metes and bounds description with a description of the point of beginning street and alley lines, their names, bearings, angles of intersections and widths, including widths along the line of any obliquely intersecting street.
  - A table that indicates the dimensions of all arcs, radii, points of curvature, and tangent bearings.
  - All easements or right-of-ways, when provided for or owned by public utilities, with the limitation of the easement right definitely stated on the final plat.
  - All lot lines shall be described with lengths to hundredths of a foot and bearings to the nearest second.
  - The area, acreage or square footage of the subdivided and residue property.
- ❑ The subdivision name, lots, blocks and plat reference. Lots numbered in numerical order, and blocks lettered in alphabetical order throughout the entire subdivision. Numbers will be contained within circles, and block letters will be contained within squares.
- ❑ Building setback lines, the minimum as fixed by the zoning ordinance, any other set back lines established by public authority, and those stipulated in any deed restrictions.
- ❑ Accurate outlines of any areas to be reserved for common use in the subdivision or for general public use with purposes indicated thereon. The outlined area of the property and all significant parts, including streets, alleys and non-lotted areas of a subdivision shall be identified;
- ❑ A written offer of dedication of streets and other public property.
- ❑ The final plat shall provide a space for an owner's (individual or corporation) certification and dedication, surveyor's certificate, and planning commission approval.

1. THE PROPERTIES SHOWN HEREON ARE LOCATED ON TAX MAP 9 PARCEL 8 AND ARE CURRENTLY ZONED SC–NC.
2. THE PROPERTIES DELINEATED HEREON ARE IN THE NAME OF U.S. HOMES CORPORATION. AT DEED BOOK 1266 PAGE 423, AMONG THE LAND RECORDS OF JEFFERSON COUNTY, WEST VIRGINIA.
3. PROPERTY OWNER'S ADDRESS: 14280 PARK MEADOW DRIVE CHANTILLY, VA 20151.
4. BOUNDARY INFORMATION AS SHOWN HEREON IS BASED ON EXISTING LAND RECORDS AND SURVEY PERFORMED BY MORRIS & RITCHIE ASSOCIATES, INC. IN APRIL 2021. NORTH MERIDIAN INFORMATION AS SHOWN HEREON IS REFERENCED TO THE WEST VIRGINIA STATE GRID, NORTH ZONE AND WAS ESTABLISHED BY GPS METHODS. COMBINED SCALE FACTOR 0.99993710.
5. THE ERROR OF CLOSURE FOR THE EXTERIOR BOUNDARY IS 1 IN 4025373.7 FEET.
6. THIS PLAT HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE REPORT.
7. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X – AREAS DETERMINED TO BE OUTSIDE THE 500–YEAR FLOODPLAIN. THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY–PANEL NUMBER 54037C0137E, DATED DECEMBER 18, 2009.
8. THE DEVELOPER, IN SIGNING THIS PLAT, AGREES TO ABIDE BY ALL CONDITIONS TERMS AND SPECIFICATIONS PROVIDED HEREON; AND TO COMPLETE ALL THE IMPROVEMENTS REQUIRED BY THE PRELIMINARY PLAT.
9. PROPERTY CORNERS ARE TO BE SET USING $\frac{5}{8}$" REBAR WITH I.D. CAPS. ALL OTHER CORNERS ARE AS NOTED. CORNER MARKERS TO BE IN PLACE PRIOR TO CONVEYANCE OF INDIVIDUAL LOTS.
10. THE WVDOH ENTRANCE PERMIT NUMBER IS 5–03–0256
11. ALL WATERLINE EASEMENTS SHALL BE DEDICATED TO JEFFERSON UTILITIES.
12. ALL SANITARY SEWER EASEMENTS SHALL BE DEDICATED TO CHARLES TOWN UTILITY BOARD.
13. THE CURRENT SETBACKS SHOWN HEREIN ARE BASED ON THE CURRENT ZONING ORDINANCE AND ARE SUBJECT TO CHANGE BASED ON FUTURE ZONING CHANGES.

AREA TABULATION	
LOTS 259–508	11.3285 AC. (493,471 SF)
PARCEL A	0.0852 AC. (3,712 SF)
PARCEL B	0.0252 AC. (1,098 SF)
PARCEL C	0.0252 AC. (1,098 SF)
PARCEL D	0.0252 AC. (1,098 SF)
FUTURE DEVELOPMENT	21.4407 AC. (933,957 SF)
RIGHT–OF–WAY	5.9697 AC. (260,040 SF)
TOTAL	38.8997 AC. (1,694,471 SF)





VICINITY MAP
SCALE: 1" = 2000'

PLANNING COMMISSION APPROVAL

WITH THE APPROVAL OF A GENERAL LAND DEVELOPMENT PLAN DATED, ASSOCIATED CONSTRUCTION DRAWINGS DATED AND DEVELOPMENT AGREEMENT DATED_____, THIS PLAT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCES OF THE CITY OF RANSON AND HAS BEEN APPROVED FOR RECORDATION BY THE CITY OF RANSON PLANNING COMMISSION.

PLANNING COMMISSION PRESIDENT

DATE

LEGEND

- EX. PROPERTY LINE
- EX. ADJACENT PROPERTY LINE
- PROP.R/W LINE
- PROP.PROPERTY LINE
- PROP.EASEMENT LINE
- IPF ○ IRON PIN TO FOUND
- ○ IRON PIN TO BE SET
- EX. EASEMENT
- EX. R/W LINE

YARD REQUIREMENTS:	T3	T4
FRONT:	20' MIN., 30' MAX.	18' MAX.
SIDE:	8 FT. MIN. TOTAL	0' or 6' MIN. TOTAL
REAR:	24' MIN.	3' MIN.

OWNER'S CERTIFICATION AND DEDICATION

WE, U.S. HOME, LLC, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON CONSENT TO AND ADOPT THIS PLAN OF SUBDIVISION AND IN CONSIDERATION OF THE APPROVAL OF THIS FINAL PLAT BY THE PLANNING COMMISSION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES; AND DEDICATE THE STREETS, WALKWAYS, AND OTHER EASEMENTS, TO PUBLIC USE OTHERWISE NOTED ON THIS PLAT.

THE SUBDIVISION SHOWN HEREON IS SUBJECT TO A DEVELOPERS AGREEMENT DATED __ AND RECORDED AMONG THE LAND RECORDS OF JEFFERSON COUNTY IN BOOK 1263, PAGE 33 AND ALL APPROVED LAND DEVELOPMENT PLANS AND CONSTRUCTION DRAWINGS APPROVED BY THE CITY OF RANSON.

WE CERTIFY THAT THERE ARE NO SUITS, ACTIONS OF LAWS, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS, OR RIGHT–OF–WAY(S) AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION, EXCEPT AS HEREIN INDICATED, AND THAT THE REQUIREMENT OF THE SUBDIVISION ORDINANCE OF THE CITY OF RANSON AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPLIED WITH.

OWNER

DATE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE FINAL PLAT SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF ALL OF THE LANDS CONVEYED BY DEED DATED AND RECORDED IN THE LAND RECORDS OF JEFFERSON COUNTY, WV AT PAGE 1266, BOOK 33, AND THAT THE REQUIREMENTS OF THE SUBDIVISION ORDINANCES OF THE CITY OF RANSON AS ENACTED OR AMENDED SO FAR AS IT MAY CONCERN THE MAKING OF THIS PLAT AND THE SETTING OF MONUMENTS AND MARKERS HAVE BEEN COMPILED WITH.

JON K. ERICKSON PS #2302

DATE

OWNER/DEVELOPER'S STATEMENT OF ACCEPTANCE

THE OWNER AND DEVELOPER, IN SIGNING THIS PLAT, AGREE TO ABIDE BY ALL CONDITIONS, TERMS, AND SPECIFICATIONS PROVIDED HEREON.

OWNER/DEVELOPER: DATE
U.S. HOMES, LLC
14280 PARK MEADOW DR, CHANTILLY VA, 20151
(703)–449–6500

SUBDIVISION PLAT
SHENANDOAH SPRINGS - PHASE 3B
DB 1266 PG 423
DISTRICT: 08, MAP: 008D, PARCEL: 08
CITY OF RANSON, JEFFERSON COUNTY, WEST VIRGINIA

JON K. ERICKSON LICENSED No. 2302 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
205 EAST HIRST ROAD, SUITE 106
PURCELLVILLE , VIRGINIA 20132
PHONE: (703)-994-4047
MRAGTA.COM

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DATE	REVISIONS	JOB NO.:
		SCALE: N/A
		DATE: 04/09/2024
		DRAWN BY: NAB
		DESIGN BY: JKE
		REVIEW BY: JKE
		SHEET: 1 OF 9

N 30° 49' 36" W 154.50'
N 15° 15' 18" E 288.76'
ALLEY 9 (20' ROW)
S 03° 29' 52" W 5.00'
C-13
C-12
C-11
C-10
N 06° 30' 08" W 9.00'
S 21° 30' 08" E 2.00'
S 08° 04' 49" E 354.99'
FUTURE DEVELOPMENT
21.4407 AC
U.S. HOME, LLC
SWAN FIELD AVE
(46' ROW)
ROCKY RUN DRIVE
(46' ROW)
N 81° 55' 06" E 361.50'
ALLEY 11 (20' ROW)
SHENANDOAH
SPRINGS 3A
SHORT BRANCH ROAD
(54' ROW)
SCULPIN DRIVE
(46' ROW)
S 08° 04' 54" E 361.50'
CONFLUENCE DRIVE
(54' ROW)
ALLEY 12 (20' ROW)
S 81° 55' 06" W 361.50'
MOUNTAIN LAUREL BLVD
(80' ROW)
MOUNTAIN LAUREL BLVD
(80' ROW)
S 06° 58' 30" E 145.00'
N 83° 01' 30" E 64.65'
FUTURE DEVELOPMENT
21.4407 AC
U.S. HOME, LLC
S 83° 01' 30" W 2.92'
S 06° 58' 30" E 105.00'
N 83° 01' 30" E 585.00'
S 06° 58' 30" E
N 83° 01' 30" E 6.54'
S 06° 58' 30" E 105.00'
S 83° 01' 30" W
S 08° 04' 51" E 648.55'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C-10	203.14'	1163.92'	10.00°	N 63° 29' 52" E	202.88'
C-11	304.19'	1161.92'	15.00°	N 75° 59' 52" E	303.32'
C-12	204.36'	1170.92'	10.00°	N 88° 29' 52" E	204.10'
C-13	341.05'	1165.92'	16.76°	S 78° 07' 20" E	339.84'

100 0 100 200 300
Scale 1" = 100'

SUBDIVISION PLAT
SHENANDOAH SPRINGS - PHASE 3B
DB 1266 PG 423
DISTRICT: 08, MAP: 008D, PARCEL: 08
CITY OF RANSON, JEFFERSON COUNTY, WEST VIRGINIA

JON K. ERICKSON
LICENSED
No. 2302
STATE OF
WEST VIRGINIA
PROFESSIONAL SURVEYOR

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
205 EAST HIRST ROAD, SUITE 106
PURCELLVILLE, VA 20132
PHONE: 703-994-4047
MRAGTA.COM

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DATE	REVISIONS	JOB NO.:
		SCALE: 1" = 100'
		DATE: 04/09/2024
		DRAWN BY: NAB
		DESIGN BY: JKE
		REVIEW BY: JKE
		SHEET: 2 OF 9

LINE TABLE		
LINE #	LENGTH	DIRECTION
L–1	98.00	S 06° 58' 05" E
L–2	98.00	S 06° 58' 05" E
L–3	20.30	N 59° 13' 22" E
L–4	14.71	N 73° 23' 21" E
L–5	26.42	N 89° 21' 00" E
L–6	8.00	S 06° 58' 05" E
L–7	158.97	S 83° 01' 55" W
L–8	15.76	N 51° 58' 05" W
L–9	20.60	N 17° 17' 16" W
L–10	91.50	S 06° 57' 52" E
L–11	91.50	S 06° 57' 52" E
L–12	83.50	N 06° 57' 32" W
L–13	90.50	N 06° 58' 01" W
L–14	91.50	S 06° 58' 01" E
L–15	161.95	S 83° 01' 56" W
L–16	20.29	S 30° 46' 26" E
L–17	27.03	N 16° 45' 45" W
L–18	83.50	S 06° 58' 36" E
L–19	14.28	S 37° 54' 37" W
L–20	72.74	S 07° 11' 31" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L–21	82.48	N 06° 57' 27" W
L–22	75.48	N 06° 58' 38" W
L–23	12.02	S 05° 59' 33" W
L–24	115.28	N 83° 01' 55" E
L–25	134.57	N 83° 01' 55" E
L–26	175.29	N 83° 01' 55" E
L–27	14.14	S 51° 58' 05" E
L–28	12.73	N 51° 58' 05" W
L–29	12.73	N 38° 01' 41" E
L–30	14.14	N 38° 01' 55" E
L–31	14.14	N 51° 58' 05" W
L–32	15.76	S 03° 50' 41" W
L–33	20.00	N 71° 36' 51" E
L–34	66.01	N 07° 28' 34" W
L–35	15.75	S 51° 58' 05" E
L–36	24.43	N 17° 40' 48" W
L–37	9.90	N 86° 21' 56" W
L–38	25.37	S 02° 57' 56" W
L–39	14.14	S 38° 01' 55" W
L–40	25.64	N 45° 36' 21" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L–41	41.07	N 16° 50' 17" E
L–42	63.26	N 07° 28' 15" W
L–43	17.13	N 51° 58' 05" W
L–44	34.28	N 42° 00' 24" W
L–45	124.20	S 83° 01' 55" W
L–46	32.16	N 42° 00' 24" W
L–47	119.47	S 83° 01' 55" W
L–48	38.85	N 22° 44' 55" W
L–49	56.75	N 22° 44' 55" W
L–50	88.63	N 06° 58' 54" W
L–51	111.42	N 06° 58' 54" W
L–52	234.66	N 83° 04' 56" E
L–53	254.66	N 83° 04' 56" E
L–54	198.51	N 82° 58' 32" E
L–55	20.00	S 07° 01' 28" E
L–56	14.33	N 38° 01' 55" E
L–57	106.24	N 07° 02' 55" W
L–58	80.98	N 83° 21' 48" E
L–59	20.00	S 06° 38' 12" E
L–60	25.13	S 83° 21' 48" W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L–61	20.00	N 05° 34' 40" W
L–62	60.86	N 84° 25' 20" E
L–63	125.88	S 84° 25' 20" W
L–64	222.07	N 83° 09' 34" E
L–65	20.00	S 06° 50' 26" E
L–66	222.05	N 83° 09' 34" E
L–67	57.00	N 83° 01' 55" E
L–68	1.00	S 06° 58' 05" E
L–69	14.39	S 51° 58' 05" E
L–70	65.31	S 07° 28' 15" E
L–71	14.14	N 38° 01' 55" E
L–72	14.14	S 51° 58' 03" E
L–73	19.15	N 20° 16' 52" W
L–74	83.50	N 06° 58' 05" W
L–75	83.50	N 06° 58' 05" W
L–76	83.50	N 06° 58' 05" W
L–77	83.50	N 06° 58' 05" W
L–78	91.50	S 06° 58' 05" E
L–79	91.50	S 06° 58' 05" E
L–80	91.50	S 06° 58' 05" E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L–81	91.50	S 06° 58' 05" E
L–82	91.50	N 06° 58' 05" W
L–83	91.50	N 06° 58' 05" W
L–84	91.50	N 06° 57' 32" W
L–85	91.50	N 06° 57' 32" W
L–86	91.47	N 06° 58' 05" W
L–87	91.47	N 06° 58' 05" W
L–88	91.50	N 06° 57' 32" W
L–89	91.50	N 06° 57' 32" W
L–90	91.50	N 06° 57' 32" W
L–91	91.50	S 06° 58' 05" E
L–92	91.50	S 06° 58' 05" E
L–93	91.50	S 06° 58' 05" E
L–94	91.50	S 06° 58' 05" E
L–95	90.50	S 06° 57' 08" E
L–96	90.50	S 06° 57' 08" E
L–97	91.50	N 06° 58' 05" W
L–98	91.50	N 06° 58' 05" W
L–99	91.50	N 06° 58' 05" W
L–100	91.50	N 06° 58' 05" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C–1	27.34'	210.00'	7.46°	N 78° 13' 15" W	27.32'
C–2	20.04'	210.00'	5.47°	N 84° 41' 01" W	20.03'
C–3	20.24'	210.00'	5.52°	S 89° 49' 18" W	20.23'
C–4	14.77'	210.00'	4.03°	S 85° 02' 47" W	14.76'
C–5	6.40'	177.00'	2.07°	S 75° 46' 46" E	6.40'
C–6	20.02'	177.00'	6.48°	S 80° 03' 17" E	20.01'
C–7	26.17'	177.00'	8.47°	S 87° 31' 47" E	26.14'
C–8	16.07'	177.00'	5.20°	N 85° 38' 00" E	16.07'
C–9	74.62'	189.11'	22.61°	S 85° 41' 24" E	74.14'

SUBDIVISION PLAT

SHENANDOAH SPRINGS - PHASE 3B

DB 1266 PG 423

DISTRICT: 08, MAP: 008D, PARCEL: 08

CITY OF RANSON, JEFFERSON COUNTY, WEST VIRGINIA

JON K. ERICKSON LICENSED No. 2302 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR

MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
205 EAST HIRST ROAD, SUITE 106
PURCELLVILLE, VA 20132
PHONE: 703-994-4047
MRAGTA.COM

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DATE	REVISIONS	JOB NO.:
		SCALE: 1" = 30'
		DATE: 04/09/2024
		DRAWN BY: NAB
		DESIGN BY: JKE
		REVIEW BY: JKE
		SHEET: 3 OF 9

N 30° 49' 36" W 154.50' (NEW BOUNDARY LINE)
N 15° 15' 18" E 288.76' (NEW BOUNDARY LINE)
EXISTING BOUNDARY LINE (HEREBY VACATED)
N 83° 01' 55" E 306.20'
5' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)
ALLEY 9 (20' ROW)
FUTURE DEVELOPMENT
21.4407 AC
U.S. HOME, LLC
MATCHLINE SHEET 5
N 83° 01' 55" E / 286.20' (TOTAL)
N 15° 21' E 99.99' (TOTAL)
S 08° 24' 13" W 82.18'
S 08° 24' 13" W 100.92'
S 06° 58' 05" E 98.00'
S 06° 58' 05" E 87.98'
S 06° 58' 05" E 108.00'
PARCEL A
3,712 SF
0.0852 AC
6' SETBACK (TYP)
3' SETBACK (TYP)
18' SETBACK (TYP)
VARIABLE WIDTH STORM DRAIN EASEMENT (HEREBY CREATED)
S 51° 57' 48" E 14.14'
N 83° 01' 55" E 796.12'
S 38° 02' 12" W 14.17'
SIGHT DISTANCE EASEMENT (HEREBY CREATED)
N 74° 44' 34" W 70.83' (TOTAL)
S 83° 01' 55" W 254.20' (TOTAL)
2.50' (TIE)
SWAN FIELD AVE (46' ROW)
SHENANDOAH SPRINGS 3A
SWAN FIELD AVE (46' ROW)
46.00'
5' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)
N 83° 01' 55" E 989.73' (TOTAL)
N 06° 58' 05" W 82.50'
S 06° 58' 05" E 82.50'
EXISTING ROW (HEREBY VACATED)
ALLEY 11 (20' ROW)
N 83° 01' 55" E 970.73' (TOTAL)
10.01' (TIE)
4.00' (TIE)
8' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)
S 83° 01' 55" W 989.73' (TOTAL)
ROCKY RUN DRIVE (46' ROW)
SHORT BRANCH ROAD (54' ROW)
MATCHLINE SHEET 6
N 83° 01' 55" E 486.54' (TOTAL)
SHENANDOAH SPRINGS 3A
2' MIN SETBACK (TYP)
12' MAX SETBACK (TYP)
LOT 345 5,476 SF 0.1257 AC
LOT 346 5,481 SF 0.1258 AC
LOT 347 5,481 SF 0.1258 AC

30 0 30 60 90
Scale 1" = 30'

SUBDIVISION PLAT

SHENANDOAH SPRINGS - PHASE 3B

DB 1266 PG 423
DISTRICT: 08, MAP: 008D, PARCEL: 08
CITY OF RANSON, JEFFERSON COUNTY, WEST VIRGINIA

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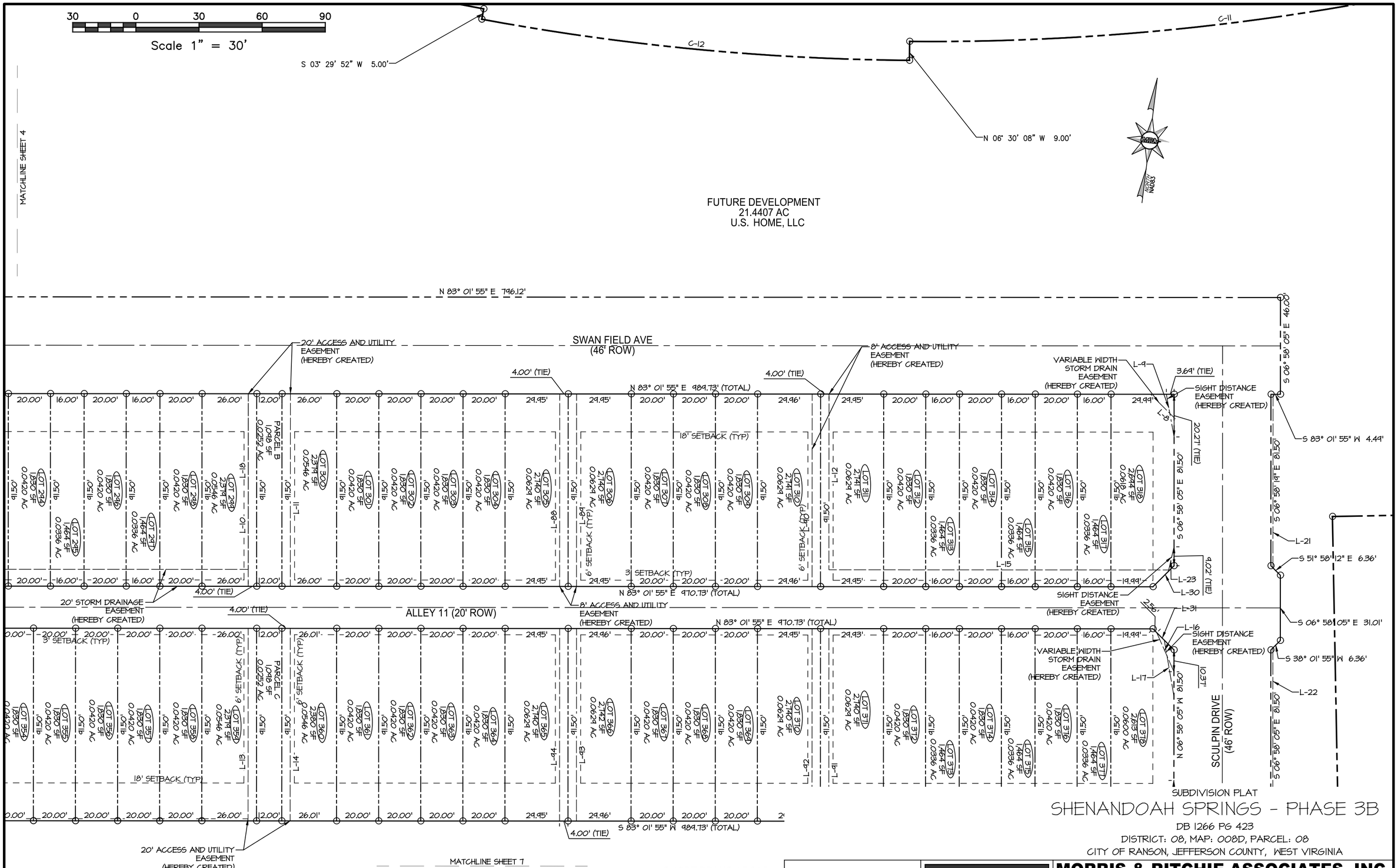
		DATE: 04/09/2024
		DRAWN BY: NAB
		DESIGN BY: JKE
		REVIEW BY: JKE
		SHEET: 4 OF 9



SUBDIVISION PLAT

SHENANDOAH SPRINGS - PHASE 3B

DB 1266 PG 423

DISTRICT: 08, MAP: 008D, PARCEL: 08

CITY OF RANSON, JEFFERSON COUNTY, WEST VIRGINIA

MORRIS & RITCHIE ASSOCIATES, INC.

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		REVIEW BY: JKE
		SHEET: 5 OF 9

EXISTING ROW (HEREBY VACATED)

ALLEY 11 (20' ROW)

N 83° 01' 55" E 970.73' (TOTAL)

10.01' (TIE)

5' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

4.00' (TIE)

20' STORM DRAINAGE EASEMENT (HEREBY CREATED)

4.00' (TIE)

L-29

20.00' | 20.00' | 16.00' | 20.00' | 29.82' | 29.82' | 16.00' | 20.00' | 16.01' | 20.00' | 29.82' | 29.82' | 16.00' | 20.00' | 20.00' | 16.00' | 20.00' | 29.82' | 29.82' | 20.00' | 20.00' | 20.00' | 20.00' | 26.00' | 12.00' | 26.01' | 20.00'

LOT 334 2,818 SF 0.0647 AC | LOT 335 1,464 SF 0.0336 AC | LOT 336 1,830 SF 0.0420 AC | LOT 337 1,830 SF 0.0420 AC | LOT 338 2,724 SF 0.0626 AC | LOT 339 2,724 SF 0.0626 AC | LOT 340 2,724 SF 0.0626 AC | LOT 341 1,464 SF 0.0336 AC | LOT 342 1,830 SF 0.0420 AC | LOT 343 1,464 SF 0.0336 AC | LOT 344 1,830 SF 0.0420 AC | LOT 345 2,724 SF 0.0626 AC | LOT 346 2,724 SF 0.0626 AC | LOT 347 1,464 SF 0.0336 AC | LOT 348 1,830 SF 0.0420 AC | LOT 349 1,830 SF 0.0420 AC | LOT 350 1,464 SF 0.0336 AC | LOT 351 1,830 SF 0.0420 AC | LOT 352 2,724 SF 0.0626 AC | LOT 353 2,724 SF 0.0626 AC | LOT 354 1,830 SF 0.0420 AC | LOT 355 1,830 SF 0.0420 AC | LOT 356 1,830 SF 0.0420 AC | LOT 357 1,830 SF 0.0420 AC | LOT 358 1,830 SF 0.0420 AC | LOT 359 1,830 SF 0.0420 AC | LOT 360 2,374 SF 0.0546 AC | PARCEL C 1,098 SF 0.0252 AC | LOT 361 1,830 SF 0.0420 AC

S 06° 58' 05" E 82.50'

L-1 | L-2 | L-3 | L-4 | L-5 | L-6 | L-7 | L-8 | L-9 | L-10 | L-11 | L-12 | L-13 | L-14

8' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

18' SETBACK (TYP)

3' SETBACK (TYP)

6' SETBACK (TYP)

SETBACK (TYP)

ROCKY RUN DRIVE (46' ROW)

29.00' | 20.00' | 16.00' | 20.00' | 29.82' | 29.82' | 16.00' | 20.00' | 16.01' | 20.00' | 29.82' | 29.82' | 16.00' | 20.00' | 20.00' | 16.00' | 20.00' | 29.82' | 29.82' | 20.00' | 20.00' | 20.00' | 20.00' | 26.00' | 12.00' | 26.01' | 20.00'

S 83° 01' 55" W 989.73' (TOTAL)

4.00' (TIE)

4.00' (TIE)

L-67

L-68

8' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

8' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

20' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

EXISTING ROW (HEREBY VACATED)

SHORT BRANCH ROAD (54' ROW)

54.00'

MATCHLINE SHEET 4

N 83° 01' 55" E 486.54' (TOTAL)

11.15' (TIE)

53.95' | 54.00' | 54.00' | 54.00' | 54.00' | 54.00' | 54.00' | 54.00' | 54.00' | 54.64'

SHENANDOAH SPRINGS 3A

N 06° 59' 05" W 203.00'

2' MIN SETBACK (TYP) | 12' MAX SETBACK (TYP)

LOT 345 5,476 SF 0.1257 AC | LOT 346 5,481 SF 0.1258 AC | LOT 347 5,481 SF 0.1258 AC | LOT 348 5,481 SF 0.1258 AC | LOT 349 5,481 SF 0.1258 AC | LOT 400 5,481 SF 0.1258 AC | LOT 401 5,481 SF 0.1258 AC | LOT 402 5,481 SF 0.1258 AC | LOT 403 5,546 SF 0.1273 AC

101.50' | 101.50' | 101.50' | 101.50' | 101.50' | 101.50' | 101.50' | 101.50'

20' MIN SETBACK (TYP)

25' MAX SETBACK (TYP)

8' SETBACK (TYP)

24' SETBACK (TYP)

20' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

L-65

L-66

L-64

455' (TIE)

S 06° 58' 05" E 203.00' (TOTAL)

CONFLUENCE DRIVE (54' ROW)

L-20

L-21

L-71

L-69

S 06° 58' 05" E 81.50'

N 06° 58' 05" W 81.50'

LOT 404 2,696 SF 0.0619 AC | LOT 405 1,830 SF 0.0420 AC | LOT 406 1,830 SF 0.0420 AC | LOT 407 1,830 SF 0.0420 AC | LOT 408 1,830 SF 0.0420 AC | LOT 409 1,830 SF 0.0420 AC

20.01' | 20.00' | 20.00'

MATCHLINE SHEET 5

11.75' (TIE)

53.95' | 54.00' | 54.00' | 54.00' | 54.00' | 54.00' | 54.00' | 54.00' | 54.00' | 54.64'

N 06° 59' 05" W 203.00'

2' MIN SETBACK (TYP) | 12' MAX SETBACK (TYP)

LOT 439 5,476 SF 0.1257 AC | LOT 440 5,481 SF 0.1258 AC | LOT 441 5,481 SF 0.1258 AC | LOT 442 5,481 SF 0.1258 AC | LOT 443 5,481 SF 0.1258 AC | LOT 444 5,481 SF 0.1258 AC | LOT 445 5,481 SF 0.1258 AC | LOT 446 5,481 SF 0.1258 AC | LOT 447 5,546 SF 0.1273 AC

101.50' | 101.50' | 101.50' | 101.50' | 101.50' | 101.50' | 101.50' | 101.50'

S 83° 01' 55" W 486.54' (TOTAL)

30 0 30 60 90

Scale 1" = 30'

EXISTING ROW (HEREBY VACATED)

MOUNTAIN LAUREL BLVD (80' ROW)

80.00'

MATCHLINE SHEET 8

ROCKY RUN DRIVE (46' ROW)

N 83° 01' 55" E 486.51' (TOTAL)

64.57' | 56.01' | 50.00' | 50.00' | 50.00' | 50.00'

SHENANDOAH SPRINGS 3A

N 06° 55' 41" W 110.01'

2' MIN SETBACK (TYP) | 12' MAX SETBACK (TYP)

LOT 483 7,108 SF 0.1632 AC | LOT 484 5,938 SF 0.1363 AC | LOT 485 5,300 SF 0.1217 AC | LOT 486 5,300 SF 0.1217 AC | LOT 487 5,300 SF 0.1217 AC | LOT 488 5,300 SF 0.1217 AC

106.01' | 106.01' | 106.01' | 106.01' | 106.01' | 106.01'

SUBDIVISION PLAT

SHENANDOAH SPRINGS - PHASE 3B

DB 1266 PG 423

DISTRICT: 08, MAP: 008D, PARCEL: 08

CITY OF RANSON, JEFFERSON COUNTY, WEST VIRGINIA

JON K. ERICKSON LICENSED No. 2302 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR

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		DESIGN BY: JKE
		REVIEW BY: JKE
		SHEET: 6 OF 9

ALLEY 11 (20' ROW)

8' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

N 83° 01' 55" E 970.73' (TOTAL)

S 83° 01' 55" W 989.73' (TOTAL)

4.00' (TIE)

4.00' (TIE)

VARIABLE WIDTH STORM DRAIN EASEMENT (HEREBY CREATED)

SIGHT DISTANCE EASEMENT (HEREBY CREATED)

L-16

L-17

L-31

L-32

L-33

10.37'

N 06° 58' 05" W 81.50'

S 06° 58' 05" E 81.50'

S 06° 58' 05" E 31.01'

S 38° 01' 55" W 6.36'

L-22

N 83° 01' 56" E 4.50'

S 83° 01' 56" W 4.50'

S 08° 04' 54" E 361.50'

S 06° 58' 04" E 54.00'

144.44' (TIE)

SCULPIN DRIVE (46' ROW)

MATCHLINE SHEET 5

SHORT BRANCH ROAD (54' ROW)

10' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

10' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

N 83° 01' 55" E 449.14' (TOTAL)

S 83° 01' 55" W 429.14' (TOTAL)

5.00' (TIE)

5.00' (TIE)

14.27'

L-37

L-35

L-36

L-38

L-39

VARIABLE WIDTH STORM DRAIN EASEMENT (HEREBY CREATED)

SIGHT DISTANCE EASEMENT (HEREBY CREATED)

SIGHT DISTANCE EASEMENT (HEREBY CREATED)

30.00'

14.11' (TIE)

6.19' (TIE)

S 06° 58' 05" E 81.50'

N 06° 58' 07" W 34.01'

N 06° 58' 17" W 30.00'

N 51° 58' 05" W 7.07'

N 38° 01' 55" E 7.07'

L-40

L-41

L-24

L-25

L-26

MATCHLINE SHEET 6

ALLEY 12 (20' ROW)

5.00' (TIE)

N 83° 01' 55" E 429.14' (TOTAL)

10' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

SIGHT DISTANCE EASEMENT (HEREBY CREATED)

3' SETBACK (TYP)

5.00' (TIE)

L-72

L-73

14.23' (TIE)

S 06° 58' 05" E 81.50'

S 83° 01' 55" W 449.14' (TOATAL)

10' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

9' SETBACK (TYP)

9' SETBACK (TYP)

18' SETBACK (TYP)

N 53° 26' 06" W 423.96'

N 06° 58' 16" W 42.16'

L-43

S 83° 01' 55" W 4.50'

23.6

80.00'

MOUNTAIN LAUREL BLVD (80' ROW)

MATCHLINE SHEET 9

N 83° 01' 55" E 449.64' (TOTAL)

20' MIN SETBACK (TYP)

25' MAX SETBACK (TYP)

8' SETBACK (TYP)

8' SETBACK (TYP)

LOT 501 5,406 SF 0.1241 AC

LOT 502 5,406 SF 0.1241 AC

LOT 503 5,406 SF 0.1241 AC

LOT 504 5,406 SF 0.1241 AC

LOT 505 5,406 SF 0.1241 AC

LOT 506 5,406 SF 0.1241 AC

LOT 507 5,406 SF 0.1241 AC

19-02-0008-0029-0003
HAYMAKER JEFFREY
RESIDENTIAL GROWTH

FUTURE DEVELOPMENT
21.4407 AC
U.S. HOME, LLC

30 0 30 60 90

Scale 1" = 30'

SUBDIVISION PLAT

SHENANDOAH SPRINGS - PHASE 3B

DB 1266 PG 423

DISTRICT: 08, MAP: 008D, PARCEL: 08

CITY OF RANSON, JEFFERSON COUNTY, WEST VIRGINIA

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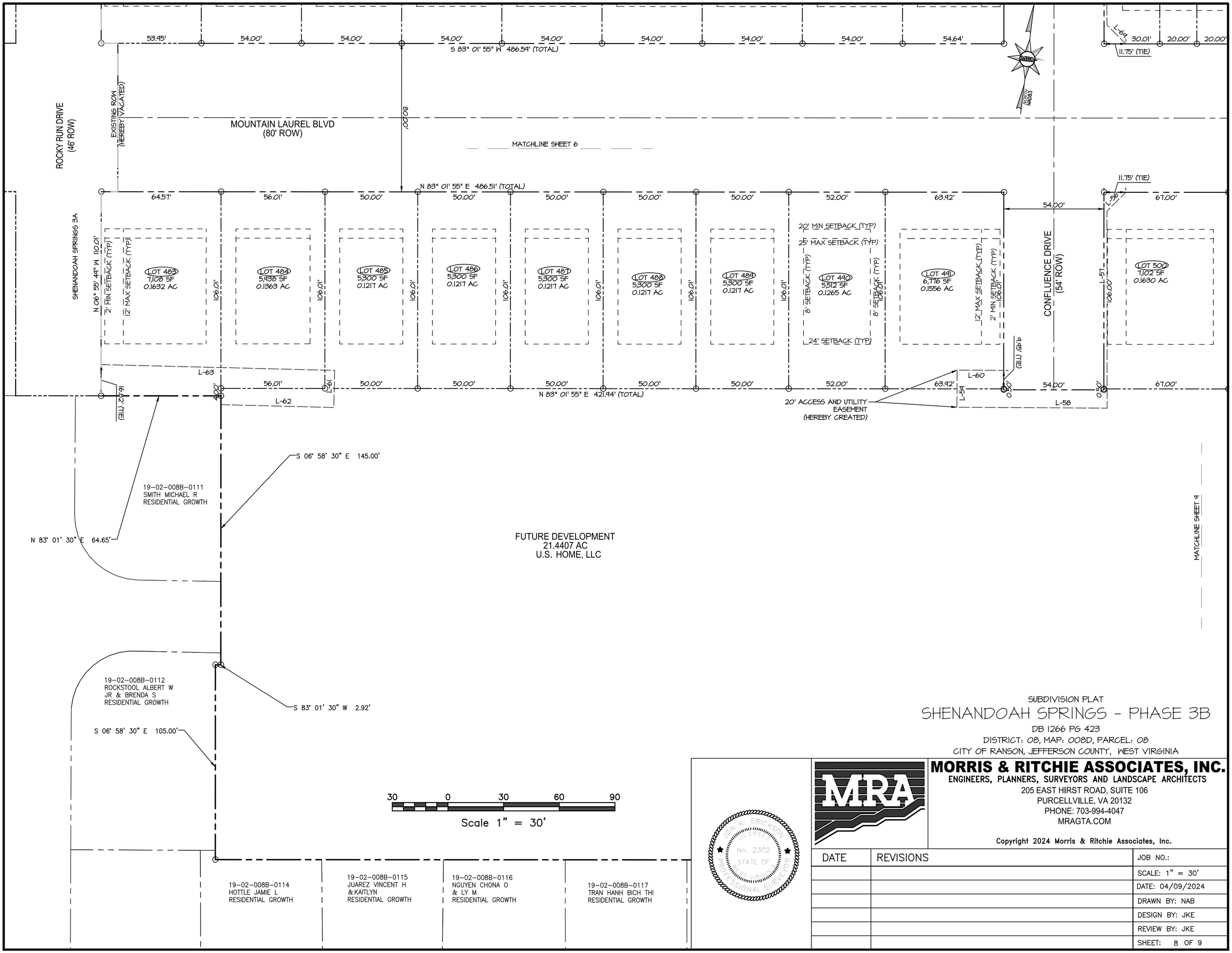
		REVIEW BY: JKE
		SHEET: 7 OF 9



SUBDIVISION PLAT

SHENANDOAH SPRINGS - PHASE 3B

DB 1266 PG 423

DISTRICT: 08, MAP: 008D, PARCEL: 08

CITY OF RANSON, JEFFERSON COUNTY, WEST VIRGINIA

JON K. ERICKSON
LICENSED
No. 2302
STATE OF
WEST VIRGINIA
PROFESSIONAL SURVEYOR

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		REVIEW BY: JKE
		SHEET: 8 OF 9

20.00' 20.00' 20.00' 20.00' 20.00' 32.28' 32.28' 20.00' 20.00' 20.00' 20.00' 32.29' 32.29' 20.00' 20.00' 20.00' 29.99'

S 83° 01' 55" W 449.14' (TOATAL)

10' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

80.00'

MOUNTAIN LAUREL BLVD (80' ROW)

SOULPIN DRIVE (46' ROW)

L-43 S 83° 01' 55" W 4.50'

23.67' (TIE)

L-44 L-45 L-46 L-47 L-48 L-49 L-50 L-51 L-52 L-53 L-54 L-55

80.00'

MATCHLINE SHEET 7

N 83° 01' 55" E 499.64' (TOTAL)

12.64'

51.00' 51.00' 51.00' 51.00' 51.00' 51.00' 51.00' 12.00' 51.00'

20' MIN SETBACK (TYP)

25' MAX SETBACK (TYP)

8' SETBACK (TYP)

8' SETBACK (TYP)

24' SETBACK (TYP)

LOT 501 5,406 SF 0.1241 AC

LOT 502 5,406 SF 0.1241 AC

LOT 503 5,406 SF 0.1241 AC

LOT 504 5,406 SF 0.1241 AC

LOT 505 5,406 SF 0.1241 AC

LOT 506 5,406 SF 0.1241 AC

LOT 507 5,406 SF 0.1241 AC

PARCEL D 1098 SF 0.0252 AC

LOT 508 5,406 SF 0.1241 AC

106.00' 101.00'

51.00' 51.00' 51.00' 51.00' 51.00' 51.00' 51.00' 12.00' 51.00'

N 83° 01' 55" E 487.00' (TOTAL)

20' ACCESS AND UTILITY EASEMENT (HEREBY CREATED)

FUTURE DEVELOPMENT
21.4407 AC
U.S. HOME, LLC

MATCHLINE SHEET 8

19-02-008B-0123
JOHNSON ROBERT G
RESIDENTIAL GROWTH

30 0 30 60 90

Scale 1" = 30'

SUBDIVISION PLAT

SHENANDOAH SPRINGS - PHASE 3B

DB 1266 PG 423
DISTRICT: 08, MAP: 008D, PARCEL: 08
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		SHEET: 9 OF 9

AGENDA ITEM IV.3

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: PLANNING COMMISSION BUSINESS

SUBJECT:

ATTACHMENTS:

Legal Notice Shenandoah Springs 3b 1072024.docx

LEGAL NOTICE
PUBLIC HEARING NOTICE
CITY OF RANSON

In accordance with W. Va. Code §8A-5-8 et seq., the Ranson Planning Commission will hold a public hearing on Monday, October 7, 2024, at 7 pm at Ranson City Hall, 312 S. Mildred Street, Ranson, WV. The purpose of the public hearing is to accept public comments on the final plat proposal for Shenandoah Springs Phase 3B, accepting the bond for Shenandoah Springs Phase 3B, and a Development Agreement for Phase 3B of Shenandoah Springs. All persons are invited to attend and make comments about the proposed final plat.

Copies of the proposed plat and bond are available upon request in the Community Development Department. If you cannot attend but wish to comment, you may write and it must be received to the following address: City of Ranson, Attn: Community Development Department, 312 S. Mildred Street, Ranson, WV 25438 or email cityclerk@ransonwv.us. Written Comments received prior to Friday, October 4, 2024, will be provided to the Planning Commission, and inserted into the official record.

AGENDA ITEM IV.4

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: PLANNING COMMISSION BUSINESS

SUBJECT:

ATTACHMENTS:

Resolution PC 2024-18 Shen Springs Phase 3B Development Agreement.docx
Development Agreement 3B- Shenandoah Springs.pdf

RESOLUTION#: PC-24-18

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RANSON APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE RANSON PLANNING COMMISSION AND LENNAR HOMES. FOR A SUBDIVISION "SHENANDOAH SPRINGS PHASE 3B"

WHEREAS Morris and Ritchie applied for Phase 3B plat of Shenandoah Springs on behalf of Lennar Homes. Plat is for 249 lots. This phase includes T3 and T4 zoning on 17.45 acres. A true copy of the Record Plat is attached.

WHEREAS Consideration of the Development Agreement was advertised in the Spirit of Jefferson on September 11,2024 and September 18, 2024, in accordance with Ranson Code 16-62

WHEREAS The Planning Commission President is authorized and hereby directed to execute the Development Agreement on behalf of the City of Ranson Planning Commission.

NOW THEREFORE, The Planning Commission of the City of Ranson pursuant to its authority within Ranson Municipal Code 16-60 approves the attached Development Agreement by and between the Ranson Planning Commission and Lennar Homes, for a subdivision commonly referred to and known as "Shenandoah Springs Phase 3B".

AND THEREFORE, The Planning Commission hereby authorizes the City Manager or his designee to execute any and all documents necessary to carry out the conditions of the attached Development Agreement., including any documents requested by financial institutions, lenders, attorneys, lienholders, contractors, sureties, and/or third parties.

AND THEREFORE, The Planning Commission President is authorized and hereby directed to execute the Development Agreement on behalf of the City of Ranson Planning Commission.

This Resolution and executed Development Agreement shall become effective immediately upon its adoption.

Signed and approved this 7th day of October 2024.

_____

Planning Commission
President

ATTEST:

_____

Planning Commission Member

AFFIX CITY SEAL

RECORDING REQUESTED By
City of Ranson Planning Commission

WHEN RECORDED RETURN To

City of Ranson
312 S. Mildred Street
Ranson, WV 25438

DEVELOPMENT AGREEMENT FOR "SHENANDOAH SPRINGS PHASE 3B CONSTRUCTION DRAWINGS"

THE CITY OF RANSON AND U.S. HOME, LLC

THIS AGREEMENT is made and entered into by and between the City of Ranson Planning Commission, hereinafter referred to as "City" and sometimes "Ranson" and **U.S. HOME, LLC**, hereinafter referred to as "Developer," for a subdivision known as **"SHENANDOAH SPRINGS PHASE 3B CONSTRUCTION DRAWINGS"**, both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the City approved the Zoning and Land Development Plan and Plat for **"SHENANDOAH SPRINGS PHASE 3B CONSTRUCTION DRAWINGS"** recorded at Book _____, Page _____, in accordance to Chapter 19A of the Ranson Municipal Code;

WHEREAS, the Developer will need to record a Final Plat consistent with the approved Land Development Plan and Plat for each Phase of the Development.

WHEREAS, this agreement is executed pursuant to the provisions of land use planning as set forth in West Virginia Code §8A-1-1 and the Ranson Municipal Code;

NOW THEREFORE, in the best interest of the City of Ranson and in consideration of Developer posting security; and, in order to insure satisfactory performance by Developer of its obligations under Ranson's Land Development ordinances; and to clarify that a recorded final plat for Phase 3B will have to be recorded to ensure consistency with the approved Land Development Plan and Plat, the parties agree as follows:

1. Performance of Work
   Developer will do and perform, or cause to be done and performed, at Developer's own expense, in a good and workmanlike manner and furnish all required materials, all under the direction and to the satisfaction of the City, all of the work and improvements required by the Ranson Planning Commission for this subdivision in accordance with the approved plans and specifications on file as herein specified, or with any changes required or ordered by the City, which in its opinion are necessary or required to complete the work. Any sewer work or water supply work shall be subject to the approval of the respective special districts having to do with the said types of work.

2. Work: Places and Grades to be Approved by Engineer
All of said work is to be done at the places, of the materials, in the manner, and at the grades, all as shown upon the plans and specifications therefore, heretofore approved by the Ranson Planning Commission and which are now on file in its office, and to the satisfaction of said City. The actual work of surveying shall be performed by the Developer's engineer.

3. Specifications
The work embraced herein shall be done in accordance with the provisions of all applicable ordinances, regulations and policies adopted by the City of Ranson in effect at the time of building permit issuance, including but not limited to: West Virginia Code §8A, the Ranson Municipal Code, the Ranson Design Guidelines, and/or the Ranson Standard Engineering Detail Manual. In case of conflict between any of the aforementioned authorities, the Ranson standard shall prevail. In case of conflict between any of the aforementioned authorities, the plans and this agreement, the approved plans and this agreement shall take precedence over and be used in lieu of such conflicting portions of the aforementioned authorities.

4. Work: Time for Completion
City hereby fixes the time for the completion of all public infrastructure improvements in Phase 3B to be within three (3) years after the date of approval of this Agreement unless a written extension is granted by the Planning Commission. However in no case shall the time of completion for required infrastructure extend beyond four (4) years beyond the date of approval of this Agreement. Absent a written extension by the Planning Commission, the Planning Commission reserve the right to call the bond to complete the infrastructure in accordance with the approved plan. Nothing in this agreement, however, shall be construed to limit the Planning Commission's right to call the bond at any time if exigent circumstances require such action. Such circumstances shall be determined at the sole discretion of the Ranson Planning Commission.

5. Time of Essence – Extension
Time is of the essence of this agreement; provided, that in the event good cause is shown therefore, the Ranson Planning Commission may extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The Ranson Planning Commission shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

6. Repairs or Replacements
Developer shall replace, or have replaced, or repair, or have repaired, as the case may be, all pipes and monuments shown on the map which have been destroyed or damaged, and Developer shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, or any and all property damaged or destroyed by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of West Virginia, or any agency or political subdivision thereof, or by the City or by a public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval of the City Engineer.

7. Permits: Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

8. Superintendence by Developer or its Designated Representative
Developer shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City, on the work at all times during progress, with authority to act for the Developer.

9. Inspection by City of Ranson
Developer shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the work, and to the shops wherein the work is in preparation.

10. Subdivision Surety
Developer shall post subdivision surety consistent with Ranson Municipal Code 16-80 et seq. *See Exhibit A for surety documents. for Phase 3B.*

11. Hold-Harmless Agreement
Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents', or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors, or subcontractors. Developer agrees to and shall defend City and its elective and appointive boards, commission, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows: That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision, or regardless of whether or not any of the insurance policies described herein shall have been determined to be applicable to any of such damages or claims for damages.

12. Developer's Insurance
Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

    a. Compensation Insurance
    Developer shall maintain, during the life of this agreement, Workmen's Compensation Insurance for all Developer's employees employed at the site of the improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Workmen's Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection

afforded by Developer. In case any class of employees engaged in work under this agreement at the site of the project is not protected under any Workmen's Compensation Law, Developer shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

b. Public Liability and Property Damage Insurance
Developer shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall insure City, its elective and appointive boards, commissions, officers, agents, and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Developer's or any contractor's or subcontractor's operations hereunder, whether such operations be by Developer or any contractor or subcontractor, or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor.

c. Contractual Liability Insurance
Developer shall take out and maintain during the life of the agreement an insurance policy insuring City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement against damages sustained by reason of any action or actions at law or in equity, and/or any claims or demands by reason of any breach or alleged breach of any contract, or provision thereof, or by reason of any contractual liability or alleged contractual liability on any contract, entered into by Developer and/or any of Developer's contractors, subcontractors, agents and/or employees.

In the event that any of the aforesaid insurance policies provided for herein insures any entity, person, board or commission other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy, City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement.

13. Title to Improvements
Title to, and ownership of, all street and infrastructure improvements constructed hereunder by Developer shall vest absolutely in City, upon completion of such streets in accordance with the approved plan and acceptance of such improvements by City. All infrastructure shall meet City of Ranson maintenance standards and approved by the City prior to dedication. Developer and City shall work together to turn over improvements in sections as they are completed.

14. Specific Conditions of Development
a. Developer and/or established Homeowners' Association shall be responsible for maintaining and mowing all common areas. Common areas shall include, but not be limited to, all open space, storm water management facilities, and landscaped areas. Homeowners' Association and/or Developer shall be responsible for the perpetual maintenance, trimming, and protection of buffers and landscaped plantings, including trees. Diseased, infested, dying, dead or damaged landscaping shall be replaced by Developer

and/or Homeowners' Association as soon as possible but no later than the next planting season.

b. Developer shall make Builders aware that in order to receive a Use & Occupancy Certificate, the City will require
   (1) finished individual driveways to include top coat,
   (2) sod is to be installed on front, rear and side yards along with 4 inches of top soil on residential lots,
   (3) Installation of required street trees as shown on the approved engineering plans,
   (4) Seasonal bonding shall be available to achieve the same result,

c. Developer shall ensure that street lights and community landscaping is installed sequentially as development occurs and structures are built.

d. Vacant lots, and lots adjacent to public infrastructure shall be mowed and maintained

e. Developer shall have a dedicated construction entrance for the use of site and building contractors.

f. The Developer shall be responsible in screening the onsite storage of all site development materials, such as but not limited to utility service pipes, stormwater pipes, gravel and construction material, from the public streets and surrounding residents.

15. Repair or Reconstruction of Defective Work
If, within a period of one year after final acceptance of the work performed under this agreement, and notification by City to Developer, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, fails to fulfill any of the requirements of this agreement or the specifications referred to herein, Developer shall without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer fail to act promptly, or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Developer shall pay to the City the actual cost of such repairs plus fifteen percent (15%).

16. Developer not Agent of City
Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

17. Notice of Breach and Default
If after notification, Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged a bankrupt, or Developer should make a general assignment for the benefit of Developer's insolvency or is Developer, or any of Developer's

contractors, subcontractors, agents, or employees, should violate any of the provisions of this agreement, City Engineer, City Manager or his designee or Planning Commission shall serve written notice upon Developer and Developer's surety of breach of this agreement, or of any portion thereof, and default of Developer.

18. Breach of Agreement: Performance by Surety or City of Ranson
In the event of any such notice of breach Developer's surety shall have the duty to takeover and complete the work and the improvement herein specified; provided, however, that if the surety, within sixty (60) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within ninety (90) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as maybe on the site of the work and necessary therefor.

19. Completion
Upon completion of all the work described in the said Agreement and upon the City authorizing a written Notice of Completion and Acceptance of said work, the Planning Commission will release all surety to 80% of the surety. The remaining 20% shall be held by the City for a period of one (1) years after the date of the Notice of Completion as a guarantee bond to secure the performance of Section 17of this Agreement and shall thereafter be released. The amount specified above for labor and materials shall be held by City for a period of one (1) year after the date official acceptance of the improvements specified in the said Agreement.

20. Enforcement and Guarantees
Pursuant to W. Va. Code § 8A-6-3, failure to meet all conditions in this Agreement shall constitute cause to deny Developer, the issuance of any of the required use, occupancy or improvement local permits, as may be appropriate. Nothing in this Agreement waives any of the remedies the Planning Commission or Ranson possesses to administer and enforce conditions under the authority granted in W. Va. Code § 8A-6-3.

City must notify Developer if requirements are not met or violations exist and Developer shall give the City written notice of its intent to cure within (5) days after the City's notice is provided. If Developer provides its written confirmation to cure to the City, the Developer shall have a 30 day right to cure period. Failure to cure within the 30 day cure period shall constitute cause for the City to withhold issuing building permits, use and occupancy permits and/or approving plats for future phases and calling surety

21. Notices
All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of Ranson
Attn: City Manager
312 South Mildred Street
Ranson, WV 25438

Notices required to be given to Developer shall be addressed as follows:
Lennar, Attn: Stuart Hagenlock, 14280 Park Meadow Drive, Suite 108, Chantilly, VA 20151

Provided that any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

22. Binding Effect of Agreement
This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their estates, heirs, personal representatives, successors and assigns. However, the homeowner association or any owner of any unit shall not be deemed a third party beneficiary and not entitled to enforce any provision hereunder.

23. Authority
Any conflict arising from this Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

DATED this _____ day of _____, 2024.

RANSON PLANNING COMMISSION

By: _____
Mike Anderson
Its: President

DEVELOPER

By: _____
Jeffrey M. Edelman
U.S. Home, LLC

Its: Vice President

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

The foregoing instrument was acknowledged before me by _____,
Ranson Planning Commission President, this ____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

STATE OF Virginia;
COUNTY OF Fairfax; to-wit:

The foregoing instrument was acknowledged before me by Jeffrey M. Edelman.
For U.S. Home, LLC, its Vice President, this 23rd day of September, 2024.

My commission expires: March 31, 2028

Kathleen P. Hanrahan
NOTARY PUBLIC

KATHLEEN P. HANRAHAN
NOTARY PUBLIC
REG. # 7646086
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MARCH 31, 2027

AGENDA ITEM IV.5

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: PLANNING COMMISSION BUSINESS

SUBJECT:

ATTACHMENTS:

Legal Notice Shenandoah Springs 3b 1072024.docx

LEGAL NOTICE
PUBLIC HEARING NOTICE
CITY OF RANSON

In accordance with W. Va. Code §8A-5-8 et seq., the Ranson Planning Commission will hold a public hearing on Monday, October 7, 2024, at 7 pm at Ranson City Hall, 312 S. Mildred Street, Ranson, WV. The purpose of the public hearing is to accept public comments on the final plat proposal for Shenandoah Springs Phase 3B, accepting the bond for Shenandoah Springs Phase 3B, and a Development Agreement for Phase 3B of Shenandoah Springs. All persons are invited to attend and make comments about the proposed final plat.

Copies of the proposed plat and bond are available upon request in the Community Development Department. If you cannot attend but wish to comment, you may write and it must be received to the following address: City of Ranson, Attn: Community Development Department, 312 S. Mildred Street, Ranson, WV 25438 or email cityclerk@ransonwv.us. Written Comments received prior to Friday, October 4, 2024, will be provided to the Planning Commission, and inserted into the official record.

AGENDA ITEM IV.6

Planning Commission Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: PLANNING COMMISSION BUSINESS

SUBJECT:

ATTACHMENTS:

Resolution PC 24-19 Shenendoah Springs Phase 3b Bond.docx
Bond 3B- Shenandoah Springs 3B.pdf

Resolution #: PC-24-19

A Resolution of the Planning Commission of the City of Ranson to Accept the Guarantee Surety (Bond) for the Required Physical Improvements for a Subdivision Shenandoah Springs Phase 3B:

THE PLANNING COMMISSION OF THE CITY OF RANSON RESOLVES AS FOLLOWS:

Section 1. The Planning Commission accepts the Corporate Surety in lieu of completion of required on-site improvements as described in 16-82, and as outlined in the revised development agreement presented October 7, 2024, to the Planning Commission, for Phase 3B of the subdivision.

Section 2. The approved bonded amount will be held in the amount of $7,930,362.08

Section 3. This Resolution and a copy of the surety policy is hereby directed to be forwarded to the City Clerk for communication to the Ranson City Council and for recording within the land records of the Jefferson County Clerk.

Signed and approved this 7th day of October 2024.

_____
Mike Anderson, President

ATTEST:

_____
Planning Commission Member

AFFIX CITY SEAL

BOND NO. EACX4043099

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, U.S. Home LLC, as Principal, and Endurance Assurance Corporation, a corporation organized and existing under the laws of the State of Delaware and authorized to transact surety business in the State of West Virginia. as Surety, are held and firmly bound unto the City of Ranson. 312 S. Mildred Street, Ranson. WV 25438, as Obligee, in the sum of Seven million, Nine hundred, Thirty thousand, Three hundred Sixty-two and 08/100 Dollars ($7,930,362.08) lawful money of the United States, for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, Whereas, said Principal has applied for a permit (or entered into an agreement) with the Obligee dated _____, in which said Principal agrees to perform or to construct certain designated public improvements, known as follows:

Shenandoah Springs, Phase 3B – Site Development Improvements

NOW, THEREFORE, if the said Principal shall well, truly perform the work in the manner specified therein, and comply with the terms or conditions of the permit (or agreement), then this obligation shall be null and void; otherwise, to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the penal sum set forth above for any reason whatsoever.

Signed, sealed and dated on September 23, 2024

Principal: U.S. Home LLC, a Delaware limited liability company

By: _____

Surety: Endurance Assurance Corporation

By: Teuta Luri
Teuta Luri, Attorney-in-Fact

American Insurance Corporate Seal 1996 Delaware

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2640

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Mary Ann Garcia, Laura E. Sudduth, Barbara Norton, Jessica Richmond, Stephanie Gross, Amanda R. Turman-Avina, Jennie Goonie, Teuta Luri, Misty Witt, Cristina Nino, Katie Canales, Madison Diaz** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23rd day of September 24.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870