

Residential Floodplain Development Permit

Doddridge County, WV Floodplain Management

This permit has been issued to **Mike & Michelle Devinney**, and is for the approved residential development project associated with this permit that impacts the FEMA-designated floodplain and/or floodway of Doddridge County, WV, pursuant to the rules and regulations established by all applicable Federal, State and local laws and ordinances, including the Doddridge County Floodplain Ordinance. This permit must be posted at the site of work as to be clearly visible, and must remain posted during entirety of development.

Permit: #14-301 ~ Mike & Michelle Devinney ~ Residential Bridge

Date Approved: 11/10/2014

Expires: 11/10/2015

Issued to: Mike & Michelle Devinney

POC: Same

304-782-3080

**Company Address: 22 Miletus Road
Salem, WV 26426**

**Project Address: Greenbrier District
Lat/Long: 39.239239N/80.622226W**

Purpose of development: Residential bridge construction.

Issued by: Edwin L. "Bo" Wriston, Doddridge County FPM (or designee)

Date: 11/10/2014

For additional information regarding this permit, please contact Doddridge County Floodplain Manager at 304.873.2631, or via email at doddridgecountyfpm@gmail.com 118 East Court Street; West Union, WV 26456

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

#14-301
 Tim Bowen
 166 Miletus Road
 Salem, WV 26426

2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Bissen RC* Agent
 Addressee

B. Received by (Printed Name)
B. Bissen RC

C. Date of Delivery
10/25/14

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

#14-301
 Carolyn Chimley
 4186 Greenbrier Rd
 Salem, WV 26426

2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Carolyn Chimley* Agent
 Addressee

B. Received by (Printed Name)
C. Chimley

C. Date of Delivery
10/25/14

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

#14-301
 Ted Stout
 3816 Greenbrier Rd
 Salem, WV 26426

2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X *Lisa Stout* Agent
 Addressee

B. Received by (Printed Name)
Lisa Stout

C. Date of Delivery
10/25/14

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

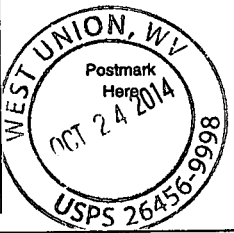
7014 0150 0001 7356 9287

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	



#14-301
Carolyn Chimley
4186 Greenbrier Rd
Salem, WV 26426

PS Form 3800, August 2009 See Reverse for Instructions

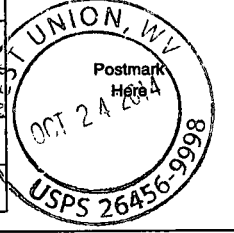
7014 0150 0001 7356 9263

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	



#14-301
Tim Bowen
166 Miletus Road
Salem, WV 26426

PS Form 3800, August 2009 See Reverse for Instructions

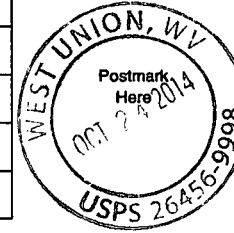
7014 0150 0001 7356 9270

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	



#14-301
Ted Stout
3816 Greenbrier Rd
Salem, WV 26426

PS Form 3800, August 2009 See Reverse for Instructions

Legal Advertisement:
Doddridge County
Floodplain Permit Application

Please take notice that on the 16th day of October, 2014

Mike and Michelle Devinney

filed an application for a Floodplain Permit to develop land located at or about:

Greenbrier District

39.239239N/-80.622226W

Permit #14-301 Residential Bridge

The Application is on file with the Clerk of the County Court and may be inspected or copied during regular business hours. Any interested persons who desire to comment shall present the same in writing by **November 10, 2014**, delivered to:

Clerk of the County Court

118 E. Court Street, West Union, WV 26456

Beth A Rogers, Doddridge County Clerk

Edwin L. "Bo" Wriston. Doddridge County Flood Plain Manager

Doddridge County, West Virginia

RECEIPT NO: 3403

DATE: 2014/11/13

FROM: MICHAEL DEVINNEY

AMOUNT: \$

460.00

FOUR HUNDRED SIXTY DOLLARS AND 00 CENTS

FOR: #14-301 DEVINNEY RESIDENTIAL BRIDGE

00000001305 FP-BUILDING PERMITS

020-318

TOTAL: \$460.00

MICHAEL HEADLEY

SHERIFF & TREASURER

MEC

CLERK

Customer Copy

Doddridge County, West Virginia

RECEIPT NO: 3403 DATE: 2014/11/13 AMOUNT: \$ 460.00
 FROM: MICHAEL DEVINNEY

FOR: #14-301 DEVINNEY RESIDENTIAL BRIDGE

00000001305 FP-BUILDING PERMITS TOTAL: \$460.00

MICHAEL HEADLEY SHERIFF & TREASURER MEC CLERK

Customer Copy

COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Write your name and address on the reverse of this card to the back of the mailpiece, on the front if space permits.

Addressed to:

#14-301
 Tim Bowen
 166 Miletus Road
 Salem, WV 26426

Number (refer from service label) 7014 0150 0001 7356 9263

11, February 2004 Domestic Return Receipt 102595-02-A

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Bissen RL Agent
 Addressee

B. Received by (Printed Name) B. Bissen RL C. Date of Delivery 10/25/14

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Write your name and address on the reverse of this card to the back of the mailpiece, on the front if space permits.

Addressed to:

#14-301
 Carolyn Chimley
 4186 Greenbrier Rd
 Salem, WV 26426

Number (refer from service label) 7014 0150 0001 7356 9287

11, February 2004 Domestic Return Receipt 102595-02-M-154C

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Carolyn Chimley Agent
 Addressee

B. Received by (Printed Name) C. Chimley C. Date of Delivery 10/25/14

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7014 0150 0001

#14-301
 Ted Stout
 3816 Greenbrier Rd
 Salem, WV 26426

Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Postmark Here 10/24/14
 WEST UNION, WV
 USPS 26456-9998

See Reverse for Instructions

7014 0150 0001 7356 9263

#14-301
 Tim Bowen
 166 Miletus Road
 Salem, WV 26426

Postage \$
 Certified Fee \$
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

Postmark Here 10/24/14
 WEST UNION, WV
 USPS 26456-9998

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee \$
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)

WEST UNION, WV
 Postmark Here 10/24/2014
 USPS 26456-9998

See Reverse for Instructions

CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

For delivery information visit our website at www.usps.com

**DODDRIDGE COUNTY
FLOODPLAIN APPLICATION PERMIT FEES**

Accessory Building and/or Appurtenant Structures ----- \$100.00
(examples: garage, storage or pole building, carport)
(the total cost of which do not exceed \$10,000.00)

Accessory Building and/or Appurtenant Structures, Additions and/or Substantial Improvement to Single Family Residential or Manufactured Homes, New Single or Multi-Family Residential and Commercial Structures or Substantial Improvement to existing Commercial Structures, Commercial Land Use Changes and Land Altering Activities
(commercial structures includes buildings used for business purposes)
(the total costs of which exceed \$10,000.00 but do not exceed \$50,000.00) ----- \$250.00

Accessory Building and/or Appurtenant Structures, Additions and/or Substantial Improvement to Single Family Residential or Manufactured Homes, New Single or Multi-Family Residential and Commercial Structures or Substantial Improvement to existing Commercial Structures, Commercial Land Use Changes and Land Altering Activities
(commercial structures includes buildings used for business purposes)
(the total costs of which exceed \$50,000.00 plus \$2.00 per \$1,000.00 to cover costs over \$50,000.00) ----- \$350.00

New Industrial Structures or Additions and/or Substantial Improvement to Existing Industrial Structures, changes in Land Use and Land Altering Activities for Industrial purposes
(industrial structures includes oil and/or natural gas wells, roads, bridges, tank pads, and Buildings used or associated with oil and natural gas purposes)
(the total costs of which do not exceed \$100,000.00) ----- \$500.00

New Industrial Structures or Additions and/or Substantial Improvement to Existing Industrial Structures, changes in Land Use and Land Altering Activities for Industrial purposes
(industrial structures includes oil and/or natural gas wells, roads, bridges, tank pads, and Buildings used or associated with oil and natural gas purposes)
(the total costs of which exceed \$100,000.00 plus \$5.00 per \$1,000.00 in costs over \$100,000.00) ----- \$1,000.00

Maximum Fee: In no event shall any Floodplain Application Permit Fee charged under the Doddridge County Floodplain Ordinance exceed the sum of \$25,000.00.

DODDRIDGE COUNTY
FLOODPLAIN DEVELOPMENT PERMIT APPLICATION

SECTION 1: GENERAL PROVISIONS (APPLICANT TO READ AND SIGN)

1. No work may start until a permit is issued.
2. The permit may be revoked if any false statements are made herein.
3. If revoked, all work must cease until permit is re-issued.
4. Development shall not be used or occupied until a Certificate of Compliance is issued.
5. The permit will expire if no work is commenced within six months of issuance.
6. Applicant is hereby informed that other permits may be required to fulfill local, state, and federal requirements.
7. Applicant hereby gives consent to the Floodplain Administrator/Manager or his/her representative to make inspections to verify compliance.
8. **I THE APPLICANT CERTIFY THAT ALL STATEMENTS HEREIN AND IN ATTACHMENTS TO THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE.**

APPLICANT'S SIGNATURE *Michelle A. Devinney*

DATE 10-16-14

SECTION 2: PROPOSED DEVELOPMENT (TO BE COMPLETED BY APPLICANT).

IF THE APPLICANT IS NOT A NATURAL PERSON, THE NAME, ADDRESS, AND TELEPHONE NUMBER OF A NATURAL PERSON WHO SHALL BE APPOINTED BY THE APPLICANT TO RECEIVE NOTICE PURSUANT TO ANY PROVISION OF THE CURRENT DODDRIDGE COUNTY FLOODPLAIN ORDINANCE.

APPLICANT'S NAME: Mike and Michelle Devinney
ADDRESS: 22 Milatus Road Salem, WV 26426
TELEPHONE NUMBER: 304-782-3080

CONTRACTOR NAME: Doss Enterprises
ADDRESS: 7522 US Highway 19 North Jane Lew, WV 26378
TELEPHONE # 304-884-2325
WV CONTRACTOR LICENCE # WV 027217

ENGINEER'S NAME: _____
ADDRESS: _____
TELEPHONE NUMBER: _____

PROJECT LOCATION:

NAME OF SURFACE OWNER/OWNERS (IF NOT THE APPLICANT) _____
ADDRESS OF SURFACE OWNER/OWNERS (IF NOT THE APPLICANT) _____

DISTRICT: GREENBRIER
LAND BOOK DESCRIPTION: _____
DEED BOOK REFERENCE: _____ } GPS:
TAX MAP REFERENCE: _____
EXISTING BUILDINGS/USES OF PROPERTY: _____
NAME OF AT LEAST ONE ADULT RESIDING IN EACH RESIDENCE LOCATED UPON THE SUBJECT PROPERTY Michelle Devinney
ADDRESS OF AT LEAST ONE ADULT RESIDING IN EACH RESIDENCE LOCATED UPON THE SUBJECT PROPERTY 22 Miletus Road Salem WV 26426

To avoid delay in processing the application, please provide enough information to easily identify the project location.

DESCRIPTION OF WORK (CHECK ALL APPLICABLE BOXES)

A. STRUCTURAL DEVELOPMENT

<u>ACTIVITY</u>	<u>STRUCTURAL TYPE</u>
<input checked="" type="checkbox"/> New Structure	<input type="checkbox"/> Residential (1 – 4 Family)
<input type="checkbox"/> Addition	<input type="checkbox"/> Residential (more than 4 Family)
<input type="checkbox"/> Alteration	<input type="checkbox"/> Non-residential (floodproofing)
<input type="checkbox"/> Relocation	<input type="checkbox"/> Combined Use (res. & com.)
<input type="checkbox"/> Demolition	<input type="checkbox"/> Replacement
<input type="checkbox"/> Manufactured/Mobil Home	

B. OTHER DEVELOPMENT ACTIVITIES:

- Fill Mining Drilling Pipelining
- Grading
- Excavation (except for STRUCTURAL DEVELOPMENT checked above)
- Watercourse Alteration (including dredging and channel modification)
- Drainage Improvements (including culvert work)
- Road, Street, or Bridge Construction
- Subdivision (including new expansion)
- Individual Water or Sewer System
- Other (please specify)

C. STANDARD SITE PLAN OR SKETCH

1. SUBMIT ALL STANDARD SITE PLANS, IF ANY HAVE BEEN PREPARED (ENGINEERING PLANS MUST BE SIGNED AND SEALED).
2. IF STANDARD SITE PLANS HAVE NOT BEEN PREPARED:
SKETCH ON A SEPARATE 8 ½ X 11 INCH SHEET OF PAPER THE SHAPE AND LOCATION OF THE LOT. SHOW THE LOCATION OF THE INTENDED CONSTRUCTION OR LAND USE INDICATING BUILDING SETBACKS, SIZE & HEIGHT. IDENTIFY EXISTING BUILDINGS, STRUCTURES OR LAND USES ON THE PROPERTY.
3. SIGN AND DATE THE SKETCH.

**ACTUAL TOTAL CONSTRUCTION COSTS OF THE COMPLETE DEVELOPMENT/
PROPOSED CONSTRUCTION PROJECT WITHIN THE FLOODPLAIN**

\$ 105,000.00

D. ADJACENT AND/OR AFFECTED LANDOWNERS:

1. NAME AND ADDRESS OF ALL OWNERS OF SURFACE TRACTS ADJACENT TO THE AREA OF THE SURFACE TRACT (UP & DOWN STREAM) UPON WHICH THE PROPOSED ACTIVITY WILL OCCUR AND ALL OTHER SURFACE OWNERS UP & DOWN STREAM) WHO OWN PROPERTY THAT MAY BE AFFECTED BY FLOODING AS IS DEMONSTRATED BY A FLOODPLAIN STUDY OR SURVEY (IF ONE HAS BEEN COMPLETED).

✓ NAME: Tim Bower
ADDRESS: 166 Milatus Road
Salem, WV 26426

✓ NAME: Ted Stout
ADDRESS: 3816 Greenbrier Rd
Salem WV 26426

✓ NAME: Carolyn Chimley
ADDRESS: 4180 Greenbrier Rd
Salem, WV 26426

NAME: _____
ADDRESS: _____

1. NAME AND ADDRESS OF AT LEAST ONE ADULT RESIDING IN EACH RESIDENCE LOCATED UPON ANY ADJACENT PROPERTY AT THE TIME THE FLOODPLAIN PERMIT APPLICATION IS FILED AND THE NAME AND ADDRESS OF AT LEAST ONE ADULT RESIDING IN ANY HOME ON ANY PROPERTY THAT MAY BE AFFECTED BY FLOODING AS IS DEMONSTRATED BY A FLOODPLAIN STUDY OR SURVEY.

NAME: Tim Bower
ADDRESS: 166 Milatus Road
Salem, WV 26426

NAME: Ted Stout
ADDRESS: 3816 Greenbrier Rd
Salem, WV 26426

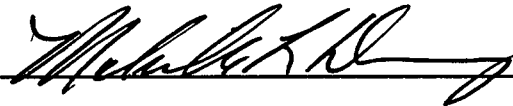
E. CONFIRMATION FORM

THE APPLICANT ACKNOWLEDGES, AGREES, AND CONFIRMS THAT HE/IT WILL PAY WITHIN 30 DAYS OF RECEIPT OF INVOICE BY THE COUNTY FOR ALL EXPENSES RELATIVE TO THE PERMIT APPLICATION PROCESS GREATER THAN THE REQUIRED DEPOSIT FOR EXPENSES INCLUDING:

- (A) PERSONAL SERVICE OF PROCESS BY THE DODDRIDGE COUNTY SHERIFF AT THE RATES PERMITTED BY LAW FOR SUCH SERVICE.
- (B) SERVICE BY CERTIFIED MAIL RETURN RECEIPT REQUESTED.
- (C) PUBLICATION.
- (D) COURT REPORTING SERVICES AT ANY HEARINGS REQUESTED BY THE APPLICANT.

(E) CONSULTANTS AND/OR HEARING EXPERTS UTILIZED BY DODDRIDGE COUNTY FLOODPLAIN ADMINISTRATOR/MANAGER OR FLOODPLAIN APPEALS BOARD FOR REVIEW OF MATERIALS AND/OR TESTIMONY REGARDING THE EFFICACY OF GRANTING OR DENYING THE APPLICANT'S FLOODPLAIN PERMIT.

NAME (PRINT): Michelle L. Devinney

SIGNATURE:  DATE: 10-16-14

After completing SECTION 2, APPLICANT should submit form and fees to Clerk of Doddridge County Court or his/her representative for review.

SECTION 3: FLOODPLAIN DETERMINATION (to be completed by Floodplain Administrator/Manager or his/her representative)

THE PROPOSED DEVELOPMENT:

THE PROPOSED DEVELOPMENT IS LOCATED ON:

FIRM Panel: _____

Dated: _____

Is **NOT** located in a Specific Flood Hazard Area (Notify applicant that the application review is complete and **NO FLOODPLAIN DEVELOPMENT PERMIT IS REQUIRED**).

Is located in Special Flood Hazard Area.

FIRM zone designation _____

100-Year flood elevation is _____ NGVD .

Stream name _____.

Profile # _____.

Unavailable

The proposed development is located in a floodway.

See section 4 for additional instructions.

SIGNED _____

DATE _____

**SECTION 4: ADDITIONAL INFORMATION REQUIRED FOR DEVELOPMENT IN
SPECIAL FLOOD HAZARD AREA (To be completed by Floodplain
Administrator/Manager or his/her representative)**

The applicant must submit the documents checked below before the application can be processed.

- A plan showing the location of all existing structures, water bodies, adjacent roads and proposed development.

- Development plans, drawn to scale, and specifications, including where applicable: details for anchoring structures, storage tanks, proposed elevation of lowest floor, (including basement or crawl space), types of water resistant materials used below the first floor, details of flood proofing of utilities located below the first floor and details of enclosures below the first floor. Also _____

- Subdivision or other development plans (If the subdivision or development exceeds 10 lots or 2 acres, whichever is the lesser, the applicant must provide 100-year flood elevations if they are not otherwise available).

- Plans showing the extent of watercourse relocation and/or landform alterations.

- Top of new fill elevation _____ Ft. NGVD.
For floodproofing structures applicant must attach certification from registered engineer or architect.

- Certification from a registered engineer that the proposed activity in a regulatory floodway will not result in any increase in the height of the 100-year flood. A copy of all data and calculations supporting this finding must also be submitted.

- Manufactured homes located in a Flood Hazard Area must have a West Virginia Contractor's License and a Manufactured Home Installation License as required by the Federal Emergency Management Agency (FEMA).

- Other: _____

SECTION 5: PERMIT DETERMINATION (To be completed by Floodplain Administrator/Manager or his/her representative)

I have determined that the proposed activity (**type is or is not**) in conformance with provisions of the Floodplain Ordinance adopted by the County Commission of Doddridge County on May 21, 2013. The permit is issued subject to the conditions attached to and made part of this permit.

SIGNED _____ DATE _____

If the Floodplain Administrator/Manager found that the above was not in conformance with the provisions of the Doddridge County Floodplain Ordinance and/or denied that application, the applicant may appeal.

APPEALS: Appealed to the County Commission of Doddridge County? Yes No
Hearing Date: _____
County Commission Decision - Approved Yes No

CONDITIONS: _____

SECTION 6: AS-BUILT ELEVATIONS (To be submitted by APPLICANT before Certificate of Compliance is issued).

The following information must be provided for project structures. This section must be completed by a registered professional engineer or a licensed land surveyor (or attach a certification to this application).

COMPLETE 1 OR 2 BELOW:

- 1 Actual (As-Built) Elevation of the top of the lowest floor (including basement or crawl space is _____ FT. NGVD.
- 2 Actual (As Built) elevation of floodproofing is _____ FT. NGVD.

Note: Any work performed prior to submittal of the above information is at risk of the applicant.

SECTION 7: COMPLIANCE ACTION (To be completed by the Floodplain Administrator/Manager or his/her representative).

The Floodplain Administrator/Manager or his/her representative will complete this section as applicable based on inspection of the project to ensure compliance with the Doddridge County Floodplain Ordinance.

INSPECTIONS:

DATE: _____ BY: _____

DEFICIENCIES ? Y/N

COMMENTS _____

SECTION 8: CERTIFICATE OF COMPLIANCE (To be completed by Floodplain Administrator/Manager or his/her representative).

Certificate of Compliance issued: DATE: _____ BY: _____

**CERTIFICATE OF COMPLIANCE
FOR DEVELOPMENT IN SPECIAL FLOOD HAZARD AREA
(OWNER MUST RETAIN)**

PERMIT NUMBER: _____

PERMIT DATE: _____

PURPOSE –

CONSTRUCTION LOCATION: _____

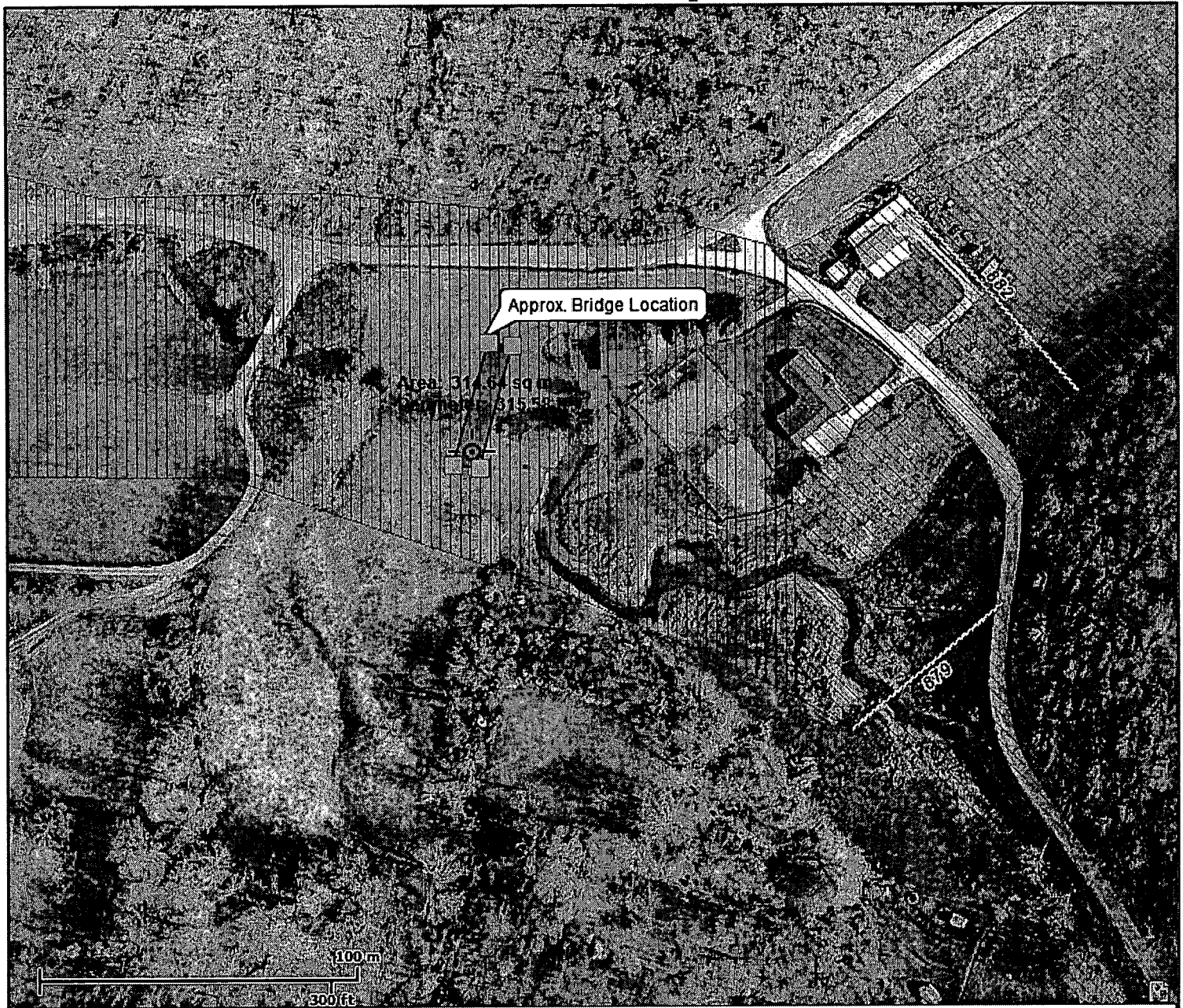
OWNER'S ADDRESS: _____

**THE FOLLOWING MUST BE COMPLETED BY THE FLOODPLAIN
ADMINISTRATOR/MANAGER OR HIS/HER AGENT.**

**COMPLIANCE IS HEREBY CERTIFIED WITH THE REQUIREMENT OF THE
FLOODPLAIN ORDINANCE ADOPTED BY THE COUNTY COMMISSION OF
DODDRIDGE COUNTY ON MAY 21, 2013.**

SIGNED _____ **DATE** _____

WV Flood Map



This map is not the official regulatory FIRM or DFIRM. Its purpose is to assist with determining potential flood risk for the selected location.

Map Created on 10/10/2014

	Location of the mouse click		K—K Cross Section Line
	Approximate Study (Zone A)		810 Base Flood Elevation Line
	Detailed Study (Zone AE, AH, AO)		DFIRM Panel (Map) Index
	Floodway		
	Flood Water Depth (HEC-RAS)		

User Notes:
 Devinney Bridge Property
 22 Miletus Road
 Salem, WV 26426
 304-782-3080

Disclaimer:
 The online map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. To obtain more detailed information in areas where Base Flood Elevations have been determined, users are encouraged to consult the latest Flood Profile data contained in the official flood insurance study. These studies are available online at www.msc.fema.gov.

WV Flood Tool is supported by FEMA, WV NFIP Office, and WV GIS Technical Center
 (<http://www.MapWV.gov/flood>)

Flood Hazard Area: Selected site is **WITHIN** the FEMA 100-year floodplain.

Flood Zone: A

Advisory Flood Height: About 883 feet

Water Depth: About 877.00 feet (Source: HEC-RAS)

Elevation: About 877 feet

Location (long, lat): 80.622226 W, 39.239239 N

Location (UTM 17N): (532602, 4343394)

FEMA Issued Flood Map: 54017C0255C

Contacts: Doddridge County

CRS Information: N/A

Flood Profile: No Profile

HEC-RAS Model: No Model

Parcel Number:



DIVISION OF NATURAL RESOURCES

324 Fourth Avenue, Room 200
South Charleston WV 25303-1228
TDD (304) 558-1439
TDD 1-800-354-6087
Fax (304) 558-6048
Telephone (304) 558-3225

Earl Ray Tomblin
Governor

Frank Jezioro
Director

October 2, 2014

Division of Natural Resources
RIGHT OF ENTRY

Re: LS-14-VI/09-1478

Michael and Michelle Devinney
22 Miletus Road
Salem, WV 26426-

Dear Mr. and Mrs. Devinney:

The Division of Natural Resources hereby grants to you for a period of twenty-five (25) years from the date hereof, a Right of Entry to install, maintain and use a fourteen foot by fifty one foot (14'x51') bridge along Buckeye Creek near Salem in Doddridge County, West Virginia.

This Right of Entry is subject to the following terms and conditions:

1. No in stream work is allowed.
2. Work should be completed as quickly as possible during low flows in designated work areas only.
3. Any streambed disturbance should be restricted to the immediate area. In stream use of equipment should be kept to a minimum.
4. All shore areas disturbed by this operation must be reshaped, seeded and mulched immediately upon completion of work. The prompt establishment of vegetative cover will reduce future damage from high water levels.
5. Green concrete must not be put in the stream (highly toxic to aquatic life).
6. Guidance should be obtained from NRCS (formerly SCS) and a registered engineer for the design and construction. Must allow for passage of at least ten-year year flood flow.
7. Best management practices should be followed; measures such as hay bales must be used to reduce downstream siltation.
8. Applicant is responsible for removing debris from in and around the installation periodically to prevent stream flow obstruction.

Michael and Michelle Devinney
LS-14-VI/09-1478
Page 2
October 2, 2014

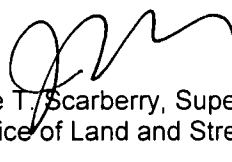
9. Durable head walls of logs, crossties, rock, or concrete shall be constructed at both the upstream and downstream ends of crossing to prevent erosion of fill material into the stream.
10. Bridge installation should not impede passage of recreational water craft. Water craft must be able to pass through or over the structure, whichever the applicant prefers.
11. The State's issuance of this Right-of-Entry does not provide for the applicant to work outside the requested boundaries nor does the State assume any liability for the applicant's/landowner's construction activities. By accepting this Right-of-Entry, the applicant/landowner assumes liability for any/all damages caused by this activity to both upstream and downstream landowners.
12. A 404 permit may be required from the U.S. Army Corps of Engineers. You may call them at 304-529-5710 or 412-395-7155.

Guidelines of Best Management Practices for Sediment and Erosion Control as outlined by the Section of Water Resources, Division of Environmental Protection must be followed. Copies of those guidelines are available from the Section of Water Resources, Telephone No. (304) 926-0440.

The issuance of this Right of Entry by the Division of Natural Resources does not preclude the necessity for you to obtain a permit from the U.S. Corps of Engineers District Office, Permit Section, or any other state or federal permits which may be required by law, nor does this Right of Entry negate the need to comply with the West Virginia Water Pollution Control Act and/or the State Environmental Quality Board's administrative regulations, applicant is also responsible for determining if the proposed activity is located within an identified flood plain and it is the applicant's responsibility for contacting the local governmental agency in charge of that program and obtaining a flood plain development permit for it. This Right of Entry does not grant any rights or privileges, or permission to enter upon or to cross the property of any other person, nor is permission granted to remove any material that lies upon the property of any other persons. Work should be completed in as brief a period as possible and within one year from the date of this letter. In the event you fail or refuse to comply with any of the terms or conditions herein, this Right of Entry will be canceled and considered null and void and the Division will reject further applications.

There is no fee for this Right of Entry. You must notify the Division in writing when this installation has been removed.

Sincerely,



Joe T. Scarberry, Supervisor
Office of Land and Streams

JTS:cb

pc: DNR Fish Biologist
Jeremy Bandy, Environmental Enforcement
DNR Conservation Officers

Private

Public

Commercial

(Person Use)

(Government Agency)

(Business)

7. Location being proposed for activity exists in the county

Bull Run Creek

Name of water body, stream or other natural body, outside the stream that is flows into

Dodgeville
County

St. Greenbrier
District (County)

Salom
Closest City or Town

8. Date activity is proposed to commence Oct. 6, 2014

Date activity is expected to be complete Oct 20, 2014

9. Is any portion of the activity for which authorization is sought not complete? Yes No

(If the answer is Yes, give reasons in Section 5 including month and year the activity was completed)

10. Below is a list of agencies that may require permits. Please list all approvals or certifications required by other Government Agencies for the above described activity

Issuing agency: Corps of Engineers - (504) 399-5710
(412) 395-7170
(412) 395-7157

Type of approval: none needed no work to be done inside of creek

Identification No. _____

Date of approval: _____

Issuing agency: County Commission
Franklin County

Type of approval: _____

Identification No. _____

Date of approval: _____

Issuing agency: City Government
City of Dodgeville

Type of approval: _____

Identification No. City limits

Date of approval: _____

11. Has any agency denied approval for the activity described herein? Yes No

(If Yes, explain in Section 5 and/or attach a copy of the denial)

12. Has the activity described herein (drilling, gas, water, or sewer) given

status of completion? N/A

Fee of activity _____

Reference to the A.P.I. Well Number _____

Section 112.13 requires permit number and the Geopoint or Well Line provide the A.P.I. Well Number

Section 112.13 requires permit number and the Geopoint or Well Line provide the A.P.I. Well Number

13. I, the undersigned, hereby certify that I am familiar with the information provided herein and that such information is true, complete and accurate.



Office of the State Engineer
Room 200
Franklin County

Date: 9-25-14

Complete mailing address of applicant: 22 Melitus Road Salem, WV 26426

Telephone Number: 304 752-3080 Fax Number:

E-Mail Address: mclurancy@hotmail.com

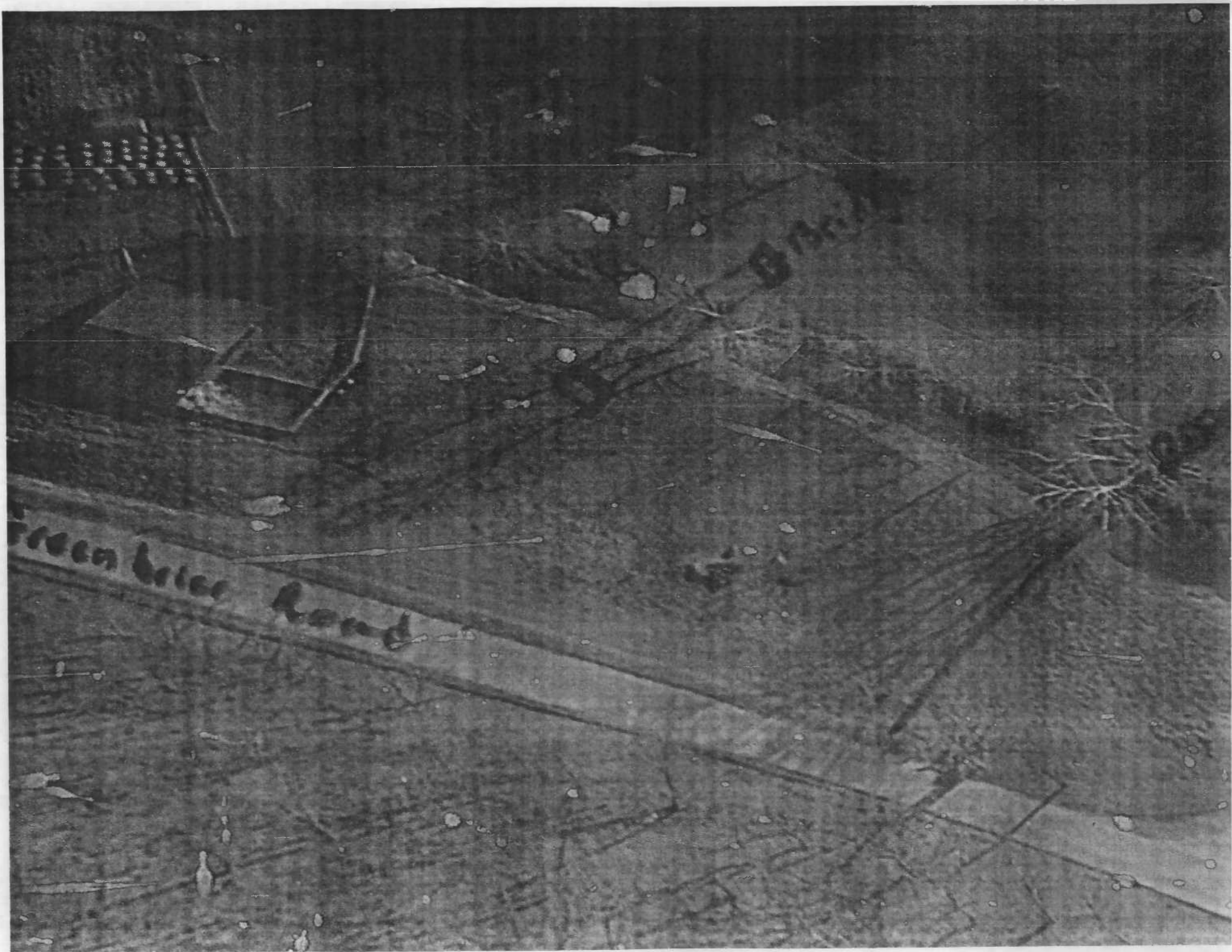
Name, address, telephone number, and title of applicant's authorized agent (i.e. contractor employed by landowner)

Joss Enterprises Rodney Somerville 304-884-2325

If you want the approval sent to the agent

Describe the proposed activity, its purpose and intended use after completion, type of equipment to be used in the work, amount of material to be dredged (if any), plan for disposing of dredged materials, length of stream/bank to be dredged or type and size of structure to be placed in the stream (i.e. length and width of bridge, diameter and length of culvert). One copy of a map (topographical or detailed, hand-drawn) showing exact location of the work site and all other information that may be important to the application must accompany this application, and all other information that may be important to the application.

Putting Bridge across Buckeye Creek. Buckeye Creek is 12 feet across. The bridge will be 51 feet long and set on concrete piers that will be 14x14 ft. that are set back away from Creek about 20ft. No work will be done in Creek or creek banks. No dredging to be done. Bridge will be 51 long and 14 feet wide.



Benjamin T. and Lisa A. Stout
3816 Greenbrier Road
Salem, WV 26426
304-782-1444

November 4, 2014

Clerk of the County Court
118 E. Court Street
West Union, WV 26456

Ref: Legal Advertisement, Doddridge County, Flood Plain Permit

To Whom It May Concern,

As the "down stream" adjacent land owners related to the proposed development project identified in Greenbrier District, 39.239239N/-80.622226W, Permit #14-301 Residential Bridge and having had opportunity to review the application file on file with the Clerk of the County Court, we submit the following comments.

- 1.) In an Oct. 14, 2014, email response from Kevin L. Sneed, National Flood Insurance Program Coordinator, WV Floodplain Management Program, Mr. Sneed directs Mr. Edwin L. Wriston, Floodplain Manager, Doddridge County Commission to ask the following questions in determining if this project should be permitted:
 - a.) Does it look REASONABLY safe from flooding?
 - b.) Will placement of this bridge IN YOUR OPINION cause adverse affect on adjacent properties?

Let us answer these two questions for Mr. Wriston. Mr. Wriston, we have owned this particular adjacent property for approximately eight years and been directly/indirectly involved in the farming of this property and/or nearby property for more than 40 years. The Stout's living and farming in this area of Doddridge County predates 1900. We expect to experience some level of flooding of the adjacent property at least once a year in area consistent with the WV Flood Map in the permit file. As such, we are very sensitive to up stream development efforts and can tell anyone unequivocally that, if our property experiences flooding, the property owned by Applicant floods first. In fact, the approximate bridge location as identified on the WV Flood Map is at an elevation lower than the access bridge to our property and would require substantial fill to raise that proposed bridge to the level of our bridge. So the answer to question "a" above is, **the proposed bridge will flood.**

As for adverse affect on adjacent properties, the answer is that this bridge and placement thereof raises the foreseeable risk of adverse affect on adjacent properties for several reasons.

1. If the proposed bridge floods (experience tells us it will) and becomes unstable, the bridge has the potential of doing significant damage to our bridge, which is the sole access to the single family residence on the property. If estimated costs for the proposed

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2014 NOV -5 AM 10: 59

BETH A. ROGERS
COUNTY CLERK
DODDRIDGE COUNTY, WV

bridge are accurate, then it seems reasonable to expect replacement costs for our bridge to be in the same price range of \$105,000. Additional costs for loss of access to the residence and other damages that may be incurred would need to be factored should such an event occur.

2. There should also be concern that neighboring property owners may experience flooding where there has not been previous flooding. We are particularly concerned about any possible changes to flood zoning. We are aware that there have been changes to zoning in other areas and these changes have forced home/property owners to obtain flood insurance in order to obtain or maintain financing. We understand this insurance has been pricey. While paperwork on file with the Clerk of the County Court indicates that the Applicant would be liable for all damages caused by this activity, there is no clear indication that they would be willing/able to pay for any changes to insurance requirements that this proposed project may contribute to.

3. The area of proposed bridge location is in close proximity of the confluence of Greenbrier Creek and Buckeye Creek. It is unfortunate, but the confluence area consistently floods to the point of making the bridge crossing Greenbrier Creek questionable/impassable. Now, this is not the only low area in the area, however, there are many older people in this area that could be impacted by delays in emergency services should this proposed bridge catch debris, become unstable, or otherwise slow the flow of water in the area. Potentially, this proposed bridge presents greater risk of damage to the main road bridge, which serves to meet a public need.

4. We farm the adjoining property, specifically hay and timber at this time. We believe the general elevation of the surface of the Applicant's property immediately adjoining Buckeye Creek to be lower than much of our property immediately adjoining Buckeye Creek. Should any fill be placed in the Applicant's flood plain area as part of this bridge it raises risk to our hay crop. This is risk that is in addition to the risk to the residence and outbuildings and those of our downstream neighbors.

Having addressed the questions of Mr. Sneed, we would ask that the following additional issues be considered.

1. In reviewing Mr. Sneed's email response, Mr. Sneed suggests that this bridge sounds "like it is better than a Ford anyway..." Mr. Sneed should be aware that this proposed bridge is proposed to connect a developed portion of property to a portion of property that is not able to be developed. Referencing the WV Flood Map, the property on the south most end of the proposed bridge can be described as flood plain and hillside. There is no tillable ground on this portion of property which is estimated to be approximately 7 acres or less in size. Further, the non wooded portion of the property is dedicated to the support of 2 pipeline easements. The two easements include a 2" gas line and a soon to be installed 36" +/- gas line. Beyond use for support of these gas lines, the only use of this specific portion of the property is that of pasture. This south most portion of property does not lend itself to being a location for a house, barn, etc. and therefore would not be expected to have heavy or regular traffic from conveyances.

2. Using the WV Flood Map again and looking at the property on the immediate north most end of the proposed bridge, the area between the proposed bridge and our property line supports the same gas line easements as the south most end of the bridge and also contains a well head. We believe this to be a former gas well and are unclear of the production status of this well. At this point, this area around the proposed bridge is no longer able to be developed. Traffic to the proposed bridge would have to come by disturbing creek bank area immediately adjacent to Buckeye Creek. Such disturbance by bridge traffic would undoubtedly increase creek sedimentation as a result of runoff and bank slippage.
3. In the case of our adjoining property, our property is tillable and developable and currently used in support of production agriculture. Our bridge is used to support needs of maintaining a single family residence and production agriculture. By granting permit to install our bridge, the County was able to receive taxable income to offset the risks of a bridge, this is not the case with the proposed bridge project. Though the Applicant should have the right to spend his money as seen fit, it does not pass the logic test to spend \$105,000 to connect a developed portion of property to a portion of property that is not able to be developed and increase risk of damage to the creek and risk damages to adjoining property that may prevent otherwise developable property from being developed at some time in the future. This is not in our interest, interest of current area landowners or the rest of the County when looking at risk to future property development or potential tax revenue.
4. Presently, the Applicant pastures livestock on the property in and around the proposed bridge location. The Applicant does not fence the creek area out to prevent animals from accessing the stream or prevent manure and other waste material from entering the stream. Being that the property area is no larger than it is and the area occupied by the creeks is of the size it is, we would not suggest that fencing animals out is practical; however, we would suggest that we would be surprised if the creek was forded by equipment more than a dozen times a year and don't believe the bridge would get much more use than the current ford area gets. Further, having this bridge installed does not prevent use of the current ford area by equipment. Our point is that installing a bridge, while it sounds like it might be environmentally sound, the reality is that there isn't enough reduction of fording of the creek to make significant environmental improvement to the creek on the Applicant's property or adjoining property. However, installation of a bridge does increase the risk of damage to adjoining property.
5. As previously mentioned, between the proposed bridge location and our property line and bridge there is currently a 2" gas line, a 36"+- gas line being installed, and what is believed to be a gas well head (status unknown). This reality was not mentioned in the paperwork on file for review with the Clerk of Court, but we believe to be relevant as installation of the new 36" line and traffic there from will cause disturbance to the proposed area. Constructing a bridge on ground disturbed to this degree without the benefit of compaction should be expected to settle over time. Through the process of settling, it is reasonable to anticipate possible destabilization of soil without an increase

in conveyance traffic or construction of a bridge. Further, it is unclear to us what risk these lines present to a proposed bridge and vice versa. We would like to better understand this so as to better assess risk to our property as not only do we use water from Buckeye Creek to maintain our hay crop in multiple fields downstream from the Applicant's property, but the residence receives water, like our neighbors, from water wells.

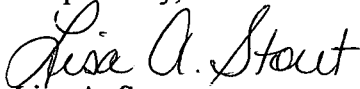
6. Be advised that the Applicant's house has had flood water in the crawl space under the house within the last 12 years. We had an opportunity to buy the house and property approximately 10 years ago and specifically did not purchase the property because of the flooding that occurs on the property and evidence of such in the house. In fact, we have had family and friends own the very property of this proposed project prior to the Applicant's ownership. It is our assessment that there is no feasible way to alter the surface area in and around the confluence of Greenbrier Creek and Buckeye Creek without assuming significant liability for the risk to adjoining property owners and the community in general as change to what is now the Applicant's property could create at best marginal convenience for the property owner while raising the risk of damage to the neighbors and Applicant property owner's themselves significantly.

7. Finally, we would ask that in considering this permit application that consideration given to granting this permit also include considering the ability of the Applicant to assume liability for this project over the course of the 25 years as stipulated to in the Oct. 2, 2014, Division of Natural Resources Right of Entry document. There is no evidence from the Clerk of Courts file that any assessment of potential impact to the area has been done. We would assert that it is one thing for an Applicant to come up with money to install a bridge and overlook possible impact to their own property, but the adjoining landowner and the community as a whole should be made aware of the assessed risk to their property and livelihood along with the course of action for dealing with damages that may occur as a result of this project. It should not be left solely to the adjoining property owners or the community to determine risk from this project. As stated in the proposed project file, an H&H study was not done and we believe it should be done and opportunity to comment on the results be afforded adjoining property owners specifically. We see nothing in this proposal that suggests this project would in any way mitigate/reduce risk of flooding to our property or the community, but the proposal gives rise to many questions, for instance, At the end of 25 years, who takes the bridge out? Who pays for bridge removal? What is the property restoration plan at the end of 25 years? If during the course of 25 years the Applicant cannot afford to remove or maintain the bridge, then who pays for removal/maintenance? Who oversees the Right of Entry terms and inspects/certifies the bridge condition? In that there is to be a 36" gas line installed by a company called Momentum in the very near future adjacent to this proposed bridge and the bridge is proposed to be installed by a company that supports the oil and gas midstream industry, who is going to enforce no commercial use? Is there a bond on this bridge to cover damages that may result?

If honestly assessed, we believe the liability associated with this project is greater than the Applicant's ability to financially assume liability. We believe due diligence in assessing impact

to our property, the community, and the county has yet to be completed by the Applicant as needed study(s) are incomplete, e.g., H&H study. We believe the risk to our property and the community far outweigh the return value of this bridge which seems to benefit the Applicant exclusively, though not without significant risk to the Applicant. We respect the right of the Applicant to spend their money as they see fit. We respect what appears to be the Applicant's desire to improve their property, but view the construction of such a bridge to be frivolous based on project cost, nature of use, and nature of property to be connected by a bridge. This project does not significantly improve the environment or serve to improve public well-being. We ask that this application be denied in the interest of mitigating adverse risk to the applicant's property and adjacent properties, the Greenbrier community, and Doddridge County.

Respectfully,

A handwritten signature in cursive script that reads "Lisa A. Stout".

Lisa A. Stout









Adjacent Landowner

WV Flood Map



This map is not the official regulatory FIRM or DFIRM. Its purpose is to assist with determining potential flood risk for the selected location.

Map Created on 10/10/2014

	Location of the mouse click		Cross Section Line
	Approximate Study (Zone A)		Base Flood Elevation Line
	Detailed Study (Zone AE, AH, AO)		DFIRM Panel (Map) Index
	Floodway		
	Flood Water Depth (HEC-RAS)		

User Notes:

Devinney Bridge Property
22 Miletus Road
Salem, WV 26426
304-782-3080

Disclaimer:

The online map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. To obtain more detailed information in areas where Base Flood Elevations have been determined, users are encouraged to consult the latest Flood Profile data contained in the official flood insurance study. These studies are available online at www.msc.fema.gov.

WV Flood Tool is supported by FEMA, WV NFIP Office, and WV GIS Technical Center
(<http://www.MapWV.gov/flood>)

Flood Hazard Area: Selected site is **WITHIN** the FEMA 100-year floodplain.

Flood Zone: A

Advisory Flood Height: About 883 feet

Water Depth: About 877.00 feet (Source: HEC-RAS)

Elevation: About 877 feet

Location (long, lat): 80.622226 W, 39.239239 N

Location (UTM 17N): (532602, 4343394)

FEMA Issued Flood Map: 54017C0255C

Contacts: Doddridge County

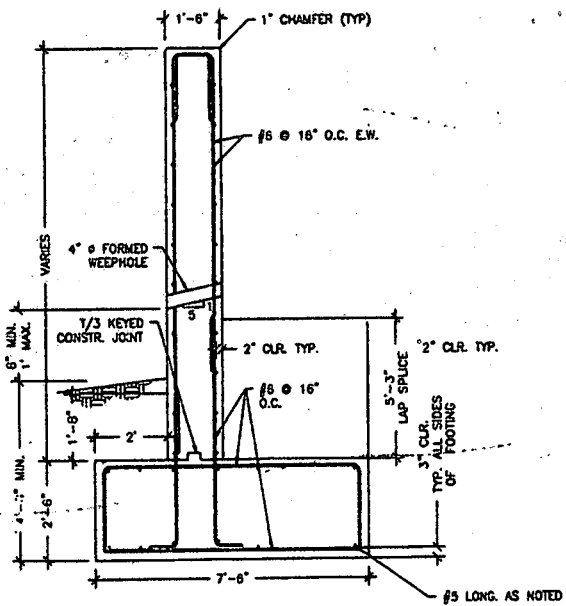
CRS Information: N/A

Flood Profile: No Profile

HEC-RAS Model: No Model

Parcel Number:

Michelle Devinney



Bridge Abutment Detail



Edwin Wriston <doddridgecountyfpm@gmail.com>

Bridge Construction Question

2 messages

Edwin Wriston <doddridgecountyfpm@gmail.com>

Fri, Oct 10, 2014 at 12:36 PM

To: "Sneed, Kevin L" <kevin.l.sneed@wv.gov>

Cc: brett slater <blslater.4774@yahoo.com>

Kevin,

I have a local landowner who wants to build an elevated bridge on her property to allow access to a pasture field. (See attached) They currently access the field via either the neighbors property, or by crossing the creek through a ford. Fish & Wildlife, etc. do not want them to continue fording the creek.

The bridge would be elevated, 14' wide by 51' long with concrete pilings. The stream, bank-to-bank, is approximately 12' wide, so the pilings will be well outside the actual stream.

I told her that in order to build in the bridge, she would need to complete an H&H study, do an elevation certificate, the whole nine yards. Needless to say, she is a bit pissed.

Any recommendations here? Am I right in telling her she needs to prove via H&H study that the pilings and berms will not raise the BFE by more than 1'?

This is an approximate A zone.

Your thoughts please!

Respectfully,

--

Edwin L. "Bo" Wriston, Floodplain Manager
Doddridge County Commission
118 East Court Street
West Union, WV 26456
Work Phone: 1-304-873-2631
Mobile Phone: 1-304-629-3735
Fax: 1-304-873-1840
doddridgecountyfpm@gmail.com
www.doddridgecounty.wv.gov

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CONFIDENTIALITY NOTE: This email message is for the sole use of the intended recipient(s) and may contain confidential, privileged, or sensitive information. Any unauthorized review, use, disclosure, or distribution is strictly prohibited and may be legally accountable.

 **WV Flood Map~ Devinney Bridge Project 2.pdf**
1059K

Sneed, Kevin L <Kevin.L.Sneed@wv.gov>
To: Edwin Wriston <doddridgecountyfpm@gmail.com>

Tue, Oct 14, 2014 at 10:36 AM

Hello Bo, This is an Approximate A zone, In my opinion from the information I have I don't see a reason for a full Study due to their not being a floodway. Sounds like they are building a good one and as long as they tie it down right and the pilings are outside the stream as described sounds ok. You also got to look at it as "does it look REASONABLY safe from flooding? Will placement of this bridge IN YOUR OPINION cause adverse affect on adjacent properties? If you feel it will be ok then Permit it. Sounds like it is better than a Ford anyway. I hope this answer helped.

Kevin L. Sneed, CFM

National Flood Insurance Program Coordinator

WV Floodplain Management Program



State Capitol Complex

1900 Kanawha Blvd., East

Building 1, Room EB-80

Charleston, WV 25305-0360

Phone (304) 957-2571

Cell (304) 545-2864

Fax (304) 558-5813

Our Goal - Effective, Enforceable, Easy, Uniform

And Unobtrusive Floodplain Management

Momentum

Momentum is Midstream

Michael K. and Michelle L. Devinney
22 Miletus Road
Salem, WV 26426

August 11, 2014

Re: Agreement Regarding Building of Bridge

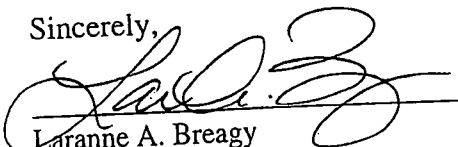
Dear Michael and Michelle:

As we have discussed previously, M4 Midstream LLC ("M4") will be paying the invoice that you provide for the construction of a bridge (the "Work") on your property on Miletus Road in Salem, West Virginia.

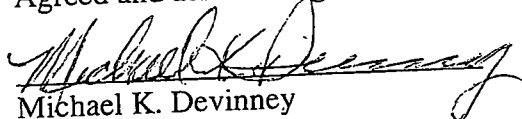
M4 understands and approves of your contracting with Doss ("contractor") to do the Work. M4 has agreed to provide you with financial assistance for the Work on the condition that you provide all contractor invoices for the Work to Mike Pitzer within three business days of your receipt of those invoices. We have attached a sample invoice from Doss "See attached Exhibit A". We realize the invoice is an estimate and does not reflect the final invoice. Final invoice is not to exceed a 10% increase of the estimate attached.

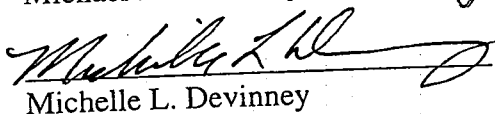
Please demonstrate your understanding and acceptance of your obligations set out in this letter by signing below and returning a signed copy to Daniel McNeil at your earliest convenience.

Sincerely,


Laranne A. Breagy
Senior Vice President

Agreed and acknowledged,


Michael K. Devinney


Michelle L. Devinney

Date: 8/16/14



Temporary Bridge & Installation Salem, WV Buckeye
 COUNTY, STATE

BID SUMMERY

DESCRIPTION	UNITS	QUANTITY	BID NOTES	UNIT PRICE	TOTAL COST
				\$ -	\$ 45,000.00
50ft Temporary Hinged Bridge, 45 Ton Weight Limit	LS	1.00		\$ -	\$ 25,000.00
Installation & Delivery	LS	1.00		\$ -	\$ 35,900.00
Bridge Embutments 4ft W x 8ft D x 18ft L (Cement)	LS	1.00			

BID AMOUNT
 ADDITIONAL COST
 TOTAL BID AMOUNT

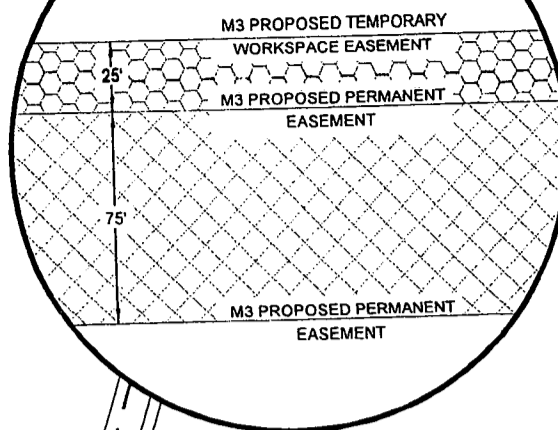
\$105,900.00



929 Eastwind Drive, Suite 201
 Westerville, Ohio 43081
 Ofc: 614.899.0079
 email: info@sam.biz
 Texas Firm Registration No: 10064300

PERMANENT PROPERTY EXHIBIT

NOT TO SCALE
 TYPICAL PROPOSED
 EASEMENT
 CONFIGURATION



APPROXIMATE
 PARCEL LIMITS

+/- 0.1 Ac. ~ ATW

+/- 0.01 Ac. ~ ATWSC

+/- 0.06 Ac. ~ ATWSC

100±'

25±'

25±'

25±'

50±'

75±'

75±'

50±'

25±'

650±'

200±'

200±'

100±'

75±'

150±'

75±'

PROPOSED
 ACCESS ROAD

+/- 0.4 Ac. ~ ATWSC

+/- 1.0 Ac. ~ ATWRW

+/- 0.2 Ac. ~ ATW

+/- 0.2 Ac. ~ ATWSC

MICHAEL K. & MICHELLE L. DEVINNEY
 APN 04-7-1.1
 T1000-017D

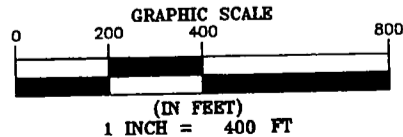
LEGEND

- ATW - EXTRA WORKSPACE
- ATWSC - EXTRA WORKSPACE STREAM CROSSING
- ATWRC - EXTRA WORKSPACE ROW CROSSING
- ATWRW - EXTRA WORKSPACE RIGHT OF WAY
- ATWWT - EXTRA WORKSPACE WETLANDS

NOTES:

- 1) THIS IS NOT A BOUNDARY SURVEY PLAT.
- 2) PARCEL LIMITS WERE GENERATED BY RECORD PARCEL DATA AND SHOULD BE CONSIDERED APPROXIMATE.
- 3) 25' TEMPORARY WORKSPACE MAY BE LOCATED ON EITHER SIDE OF PERMANENT EASEMENT.

Michael L. Devinney



ADDITIONAL TEMPORARY WORKSPACE AREA IN ACRES: +/- 1.97
 ACCESS ROAD LENGTH: +/- 1345'
 TOTAL LINEAR EASEMENT FOOTAGE: +/- 2031'

DRAWING APPROVAL	
DATE	APPROVED BY
CLIENT	
PROJECT MGMT.	
PROCESS	
MECHANICAL	
PERMITS	
CHECK	

Momentum
Momentum is Midstream

MICHAEL K. & MICHELLE L. DEVINNEY
 GREENBRIER DISTRICT
 DODDRIDGE COUNTY, WEST VIRGINIA

DATE DRAWN 6/25/2014	SCALE 400	PROJ. NO. M13-100	Tract Number T1000-017D
DRAWN BY C.J.D.	APPROVED	LOGS# "A"	

Memorandum of Pipeline Easement and Right of Way Agreement

On the 11 day of August, 2014, a Pipeline Easement and Right of Way Agreement (West Virginia) ("Agreement") was entered into by **Michael K. Devinney and Michelle L. Devinney, his wife**, with an address of 22 Miletus Road, Salem, WV 26426, hereinafter called "Grantor," and **Stonewall Gas Gathering LLC** having an address at 1099 Main Avenue, Suite 210, Durango, Colorado 81301, hereinafter called "Grantee."

This Memorandum is presented for recording to constitute notice of the information contained herein:

1. **GRANTOR:**
Michael K. Devinney and Michelle L. Devinney, his wife
22 Miletus Road
Salem, WV 26426
2. **GRANTEE:**
Stonewall Gas Gathering LLC
1099 Main Avenue, Suite 210
Durango, CO 81301
3. **AGREEMENT REFERENCE:** Pipeline Easement and Right of Way Agreement (West Virginia), dated the 11 day of August, 2014 by and between Grantor and Grantee.
4. **DESCRIPTION OF THE EASEMENT:** a free and unobstructed, exclusive easement and right of way that is 100 feet wide during construction reverting to a permanent 75 feet width after construction along a route, the location of which has been agreed to by the parties herein (the location of the pipelines constructed to evidence such agreed route), to lay, construct, inspect, maintain, repair, operate, alter, replace, relocate, change the size of, abandon in place, and remove at will, in whole or in part, one or more pipelines, from time to time, for the transportation of oil, gas, fresh and produced water, petroleum, and other gases, fluids, or substances which can be transported through a pipeline and all appurtenant facilities thereto, including without limitation, all drips, valves, tap valves, fittings, tie-overs, meters, markers, cathodic protection devices, graphite, and steel anodes and other devices for the control of pipeline corrosion, rectifiers, pig launchers and receivers, fences, pipeline data acquisition and telecommunication equipment, electric service for same, and other appurtenances, whether above or below ground, as may be necessary or convenient in the operation of said pipelines over, across, under, and upon lands which Grantor owns or in which Grantor has an interest, situated in **Greenbrier** District, County of **Doddridge**, State of West Virginia.
5. **DESCRIPTION OF THE PREMISES BURDENED BY THE EASEMENT:** THE LAND DESCRIBED IN THAT CERTAIN DEED(s) from Edward L. Morgan and Sharon J. Morgan, husband and wife to the herein Grantor, dated December 5, 2006, and recorded at Book **270**, Page **264**, of the **Doddridge** County Records.

Tax Map # **04-07-0001-0001-0000**
6. **TERM OF THE EASEMENT:** Perpetual.
7. It is the intention of the Grantor and Grantee to record this memorandum of the Agreement and constituting notice to any subsequent purchaser notice of the information contained herein.

[SIGNATURES APPEAR ON NEXT PAGE]

PIPELINE, EASEMENT AND RIGHT OF WAY AGREEMENT
(WEST VIRGINIA)

This Pipeline, Easement and Right of Way Agreement ("Agreement") is by and between **Michael K. Devinney and Michelle L. Devinney, his wife**, (hereinafter referred to as "Grantor" whether one or more), with an address at 22 Miletus Road, Salem, WV 26426, and **Stonewall Gas Gathering LLC ("Grantee")**, with offices at 1099 Main Avenue, Suite 210, Durango, Colorado 81301.

For and in consideration of one thousand dollars (\$1,000.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby gives, grants, bargains, sells, conveys and warrants to Grantee, its successors, and assigns, a free and unobstructed, exclusive easement and right of way as depicted on Exhibit A that is 100 feet wide during construction reverting to a permanent 75 feet width after construction (the additional width during construction shall sometimes herein be referred to as "Temporary Workspace") (collectively, the easement and Temporary Workspace are referred to the "Easement") along a route, the location of which has been agreed to by the parties herein (the location of the pipelines constructed to evidence such agreed route), to survey for, lay, construct, inspect, maintain, repair, operate, alter, replace, relocate, change the size of, abandon in place, and remove at will, in whole or in part, one or more pipelines, from time to time, for the transportation of oil, gas, fresh and produced water, petroleum, and other gases, fluids, or substances which can be transported through a pipeline and all appurtenant facilities thereto, including without limitation, all drips, valves, tap valves, fittings, tie-overs, meters, markers, cathodic protection devices, graphite, and steel anodes and other devices for the control of pipeline corrosion, rectifiers, pig launchers and receivers, fences, pipeline data acquisition and telecommunication equipment, electric service for same, and other appurtenances, whether above or below ground, as may be necessary or convenient in the operation of said pipelines (collectively, the "Pipeline Facilities," all of which shall be and remain the property of Grantee), over, across, under, and upon lands which Grantor owns or in which Grantor has an interest, situated in **Greenbrier District, County of Doddridge, State of West Virginia**, more particularly depicted on Exhibit A.

Tax Map # 04-07-0001-0001-0000

Being the land described in (a) Deed(s) from Edward L. Morgan and Sharon J. Morgan, husband and wife, to the herein Grantor, dated December 5, 2006, and recorded in Book 270, Page 264, of the Doddridge County Records

The Pipeline Facilities shall be constructed and installed within the areas of Grantor's land as depicted on the attached Exhibit A. Grantor acknowledges that the document labeled "Temporary Property Exhibit" and attached hereto as Exhibit A is not a final representation of the location of the Pipeline Facilities. Grantor agrees that a "Permanent Property Exhibit" will be provided by Grantee prior to pipeline construction beginning. The Permanent Property Exhibit shall be the final and conclusive depiction of Grantor's Land, the Easement and the Temporary Workspace.

Grantor has the right to grant and convey the Easement and will execute such further assurances pertaining to the Easement as may be requisite. The right to use the Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns and all those acting by or on behalf of if for the purposes herein granted. Grantee shall have quiet possession of the Easement and all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to the free right of access across the lands of Grantor, allowing Grantee complete ingress and egress privileges to enter and exit from the Easement, and the right from time to time to cut all trees and undergrowth and remove other obstructions that in Grantee's sole judgment may injure, endanger or interfere with the use of the said Pipeline Facilities. To the extent Grantee determines it practicable, such ingress and egress should be over such roads or ways as may exist at the time of each particular exercise of Grantee's rights hereunder. Grantor hereby reserves the right to use the Easement in any manner, other than for the purposes granted to Grantee herein, which purposes are exclusive to Grantee. Grantor's use of the Easement herein reserved will not prevent or interfere with the exercise by Grantee of its rights hereunder. In no event will Grantor, without the prior written consent of Grantee, construct, or permit to be constructed, any house, building, road, pipeline, utility line(s) or any other structure or facility on or within the boundaries of the Easement, or change the grade or, remove dirt from, or impound



water over the surface of the Easement. Grantor also agree to allow changes in the route, location and size of the Easement shown on Exhibit A to comply with all applicable regulatory or construction requirements for maintaining the required distances from existing drainage routes, creeks, streams, well sites, pipelines and other utilities or any other environmental concerns.

The Temporary Work Space granted herein is adjacent to the Easement to facilitate the construction of the Pipeline Facilities, and is generally shown on the attached drawing and described as "Temporary Workspace". Grantee is hereby permitted to use, and the Temporary Workspace is hereby expanded an additional 50 feet of Grantor's land adjacent to the Temporary Workspace and additional land as reasonably necessary at road, creek and railroad crossings for construction purposes and this right shall terminate with the Temporary Workspace. Grantee agrees to pay Grantor any and all actual damages that Grantor suffer by reason, of Grantee's use of said Additional Lands. The Temporary Workspace will expire and revert to Grantor twenty-four (24) months after the Pipeline Facilities are placed in service, except to the extent and for the time necessary to satisfy any and all requirements and conditions of the any governmental authority with regulatory authority or purview over Grantee or the Pipeline Facilities.

5. This Agreement, together with the other covenants and provisions of this grant of the Easement, shall constitute covenants running with the land, binding upon Grantor, its heirs, legal representatives, successors, and assigns, for the benefit of Grantee, its successors, and assigns. Grantee's rights hereunder may be assigned, leased, pledged and mortgaged in whole or in part to one or more assignees and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives. This Easement is subject to all recorded easements, rights-of-way and restrictive covenants affecting the above described property.

6. The consideration paid by Grantee to Grantor includes the market value of the Easement, both permanent and temporary, any and all damages to the Grantor's remaining property and for reasonably anticipated damages caused to the surface of Grantor's lands within the Easement during the initial construction of the Pipeline facilities, including, but not limited to any and all damages, if any, sustained to land, trees, buildings, fences, and growing crops. The initial consideration does not cover any damages, which may accrue to Grantor's other lands, the Easement from time to time by reason of the operation, maintenance, repair, alteration and/or servicing of the Pipeline Facilities or any other damages incurred from time to time as hereinafter more specifically set forth. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue. However, after the Pipeline Facilities have been constructed hereunder, Grantee shall not be liable for any damages within the Easement caused by keeping the Easement clear of trees, undergrowth, brush, structures, or any other obstructions. Grantor also agrees to execute a release, upon receipt of payment, for damages as provided above.

7. Grantor hereby binds itself, its heirs and legal representatives, successors, and assigns, to warrant and forever defend all and singular the above described Easement and rights, unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through and under Grantor.

8. Grantee may not hunt, fish, bring alcoholic beverages or illegal drugs on the Grantor's land or Easement.

9. This Agreement constitutes the entire understanding among the Grantor and Grantee, their respective partners, members, managers, trustees, shareholders, officers, directors, and employees with respect to the subject matter hereof, superseding all negotiations, prior discussions, and prior agreements and understandings relating to such subject matter.

10. At the conclusion of Grantee's operations, Grantee shall maintain and /or restore the land to its same condition as is practicable and shall indemnify and hold Grantor, its agents, and employees harmless from any claims for damage to property or injury to persons that may arise due to Grantee's, its agents', contractors', subcontractors', and employees' presence on Grantor's land, except to the extent and in proportion that such claims, injuries, damages and/or liability are caused by the negligence of Grantor, their heirs, successors and/or assigns.

11. It is further understood and agreed that the Grantee, their heirs, successors and/or assigns, for the same rate of consideration set forth in Paragraph 13 may at any time lay an additional line, or lines, of pipe alongside of the line, or lines herein mentioned subject to the same rights, privileges, and conditions.

12. Grantor agrees, on behalf of Grantor and Grantor's heirs, assigns, successors and agents, that this Agreement shall not be recorded in the applicable county office of real estate

records at any time. Grantee shall cause the accompanying Memorandum of Pipeline Easement and Right of Way Agreement to be so recorded.

13. Grantee shall pay for the Easement herein granted at the flat rate of [REDACTED] for the Easement and Temporary Work Space area. Final and complete payment will be less the \$1,000 previously paid to Grantor hereunder. Final payment shall be made when the Permanent Property Exhibit is provided to Grantor. Acceptance of final payment as described in this Paragraph 13 shall be conclusive evidence of Grantor's agreement to the Easement route depicted on the Permanent Property Exhibit.

14. If Grantee does not provide a Permanent Property Exhibit and final payment to Grantor within five years after the date of this Agreement, the Easement shall be considered abandoned and all rights granted hereunder shall revert back to the then record holder of land, and this Agreement shall be of no further force and effect. If Grantee provides a Permanent Property Exhibit and final payment and the Easement is subsequently not used for sixty (60) consecutive months, then the Easement shall be considered abandoned and all rights granted hereunder shall revert back to the then record holder of land, and this Agreement shall be of no further force or effect. In the event of abandonment after construction of Pipeline Facilities, the Grantee shall not be required to remove its pipeline or the appurtenances thereto, but shall abandon the same in place; in which case, the Grantee shall have no further responsibility or liability to the Grantor, his Tenant, or any third party. For the purposes of this Agreement, use of the Easement and commencement of construction shall include clearing trees and vegetation in preparation for construction activities.

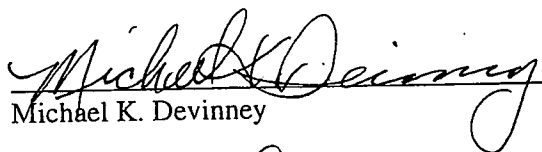
15. This instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties of signing regardless of whether all of the owners join in the granting of the Easement and the failure of any party named herein as Grantor to sign this Easement shall not affect its validity as to those whose signatures appear herein or on a counterpart hereof.

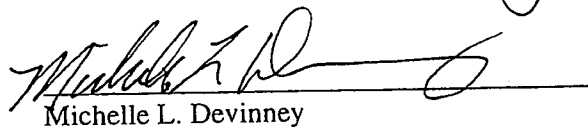
16. It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement. This Agreement may not be amended or modified except in writing, and executed by both parties.

17. Grantee shall be entitled to record this Agreement after attaching the Permanent Property Exhibit or a memorandum of this Agreement, without such Exhibit, in the office of the Clerk of the County Commission of the county in which the Easement is located. Grantor shall not record this Agreement.

18. See Exhibit "B" attached hereto and by this reference made a part hereof.

GRANTOR


Michael K. Devinney

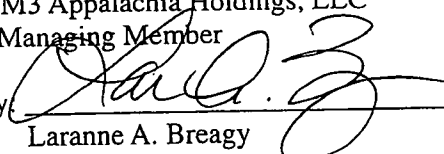

Michelle L. Devinney

GRANTEE

STONEWALL GAS GATHERING LLC

By: Series B of M3 Appalachia Operating, LLC
Its: Managing Member

By: M3 Appalachia Holdings, LLC
Its: Managing Member

By: 
Laranne A. Breagy
Senior Vice President

In witness whereof, Grantor and Grantee have executed this Agreement as of the 11 day of August, 2014.

ACKNOWLEDGEMENTS

State of West Virginia)
) SS.
County of Doddridge)

On this 11 day of August, 2014, before me, the undersigned Notary Public in and for said county and state, personally appeared Michael K. Devinney and Michelle L. Devinney, his wife, known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires April 2, 2024
Notary Public

Daniel McNeil

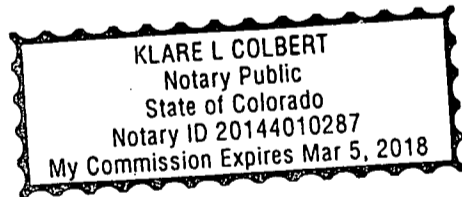


State of Colorado)
) SS.
County of La Plata)

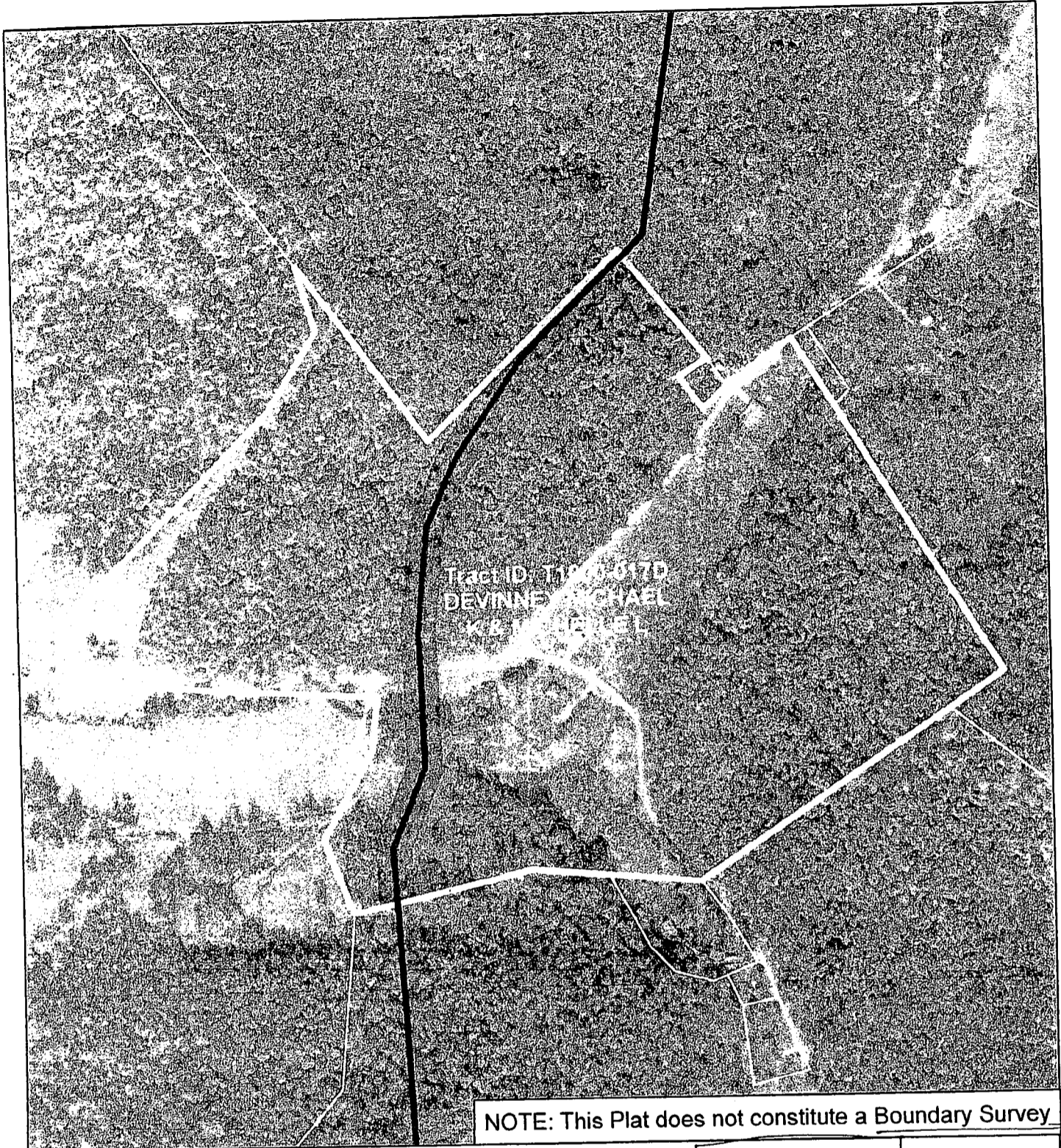
On this 19 day of August, 2014, before me, the undersigned Notary Public in and for said county and state, personally appeared Laranne A. Breagy, Senior Vice President of M3 Appalachia Holdings, LLC known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as her free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires 3/5/2018

Klare L Colbert
Notary Public



Temporary Property Exhibit Exhibit "A"



NOTE: This Plat does not constitute a Boundary Survey

	Tract ID: T1000-017D APN: 04-7-1.1	Approx. Parcel Acreage: 63 Width of Permanent Servitude in Feet: 75 Width of Temp. Workspace in Feet: 25 Approx. Affected Area in Acres: 4.37 Additional Workspace: None	<small>Information depicted on this map is the sole property of M3 Midstream, LLC. Electronic reproduction of any portion of this map is strictly prohibited absent the written consent of M3 Midstream, LLC. This information is to be used for reference purposes only. M3 Midstream, LLC does not guarantee the accuracy of this material and is not responsible for any misuse or misrepresentation of this information.</small>
	Owner: DEVINNEY MICHAEL K & MICHELLE L State: WV County: DODDRIDGE City: SALEM ZIP: 26426		

Date: 6/23/2014 Time: 3:26:01 PM PDF Name: T1000-017D.pdf

Devinney
Michelle L

EXHIBIT B
TO

PIPELINE, EASEMENT AND RIGHT OF WAY AGREEMENT

Attached hereto and made a part hereof that certain Pipeline Agreement dated the 11 day of August, 2014 by and between Grantor and Grantee. In the event of any conflict between the Pipeline Easement and Right of Way Agreement (West Virginia) and this Exhibit "B", the provisions contained in this Exhibit "B" shall prevail.

Timber, Brush, Stumps, and Vegetation Removal: Grantee shall not leave any timber, brush, stumps, or other vegetation ten (10) inches in diameter or smaller cut by Grantee during construction/installation piled up, but will haul away, or otherwise dispose of same.

Oak Trees: Grantee will not disturb any Oak Trees that are on Grantor's property lines.

Creek Crossing: Grantee agrees that creek on Grantor's property will be bored.

Bridge: The Devinney's will take responsibility & ownership of the bridge and sign the contract with Doss. The invoice that is provided to Momentum will be paid within 30 days.

Indemnity: Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, liability, claims, demands, causes of action and expenses (collectively, "Losses"), including reasonable and verifiable attorneys' fees and expenses, for personal injury or damage asserted by any person or entity and resulting directly from the construction, maintenance, operation, repair, inspection, replacement or removal of the pipeline by Grantee, to the extent such Losses were not caused by the negligent or intentional actions of the Grantor, its agents, invitees, licensees, tenants, or employees.

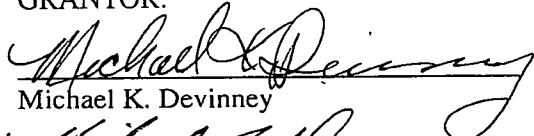
Location: Grantee and Landowner mutually agree on the pipeline location as shown on attached EXHIBIT A. Any deviation from this path shall be approved by Landowner prior to construction.

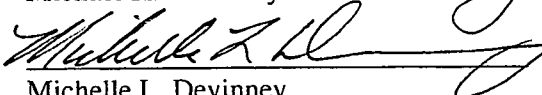
Aboveground Appurtenances: Grantee shall cause no above-ground appurtenances to be constructed on this Easement, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the pipeline, including, without limitation, cathodic test leads, pipeline markers which when possible will be placed in fence lines or road right-of-way lines on the above described land.

Rock Removal: Grantee agrees to remove rocks of six (6") inches or greater in diameter from the surface of the Easement area, in cultivated lands, which are readily apparent from a surface inspection, to the extent necessary to make the condition of the Easement area consistent with that of the adjacent undisturbed lands.

Reseeding: In the event the initial seed mixture does not substantially cover the disturbed area within 12 months of initial seeding, Grantee shall re-seed any bare areas with the same seed mixture until reasonably satisfactory re-growth is achieved.

GRANTOR:


Michael K. Devinney


Michelle L. Devinney

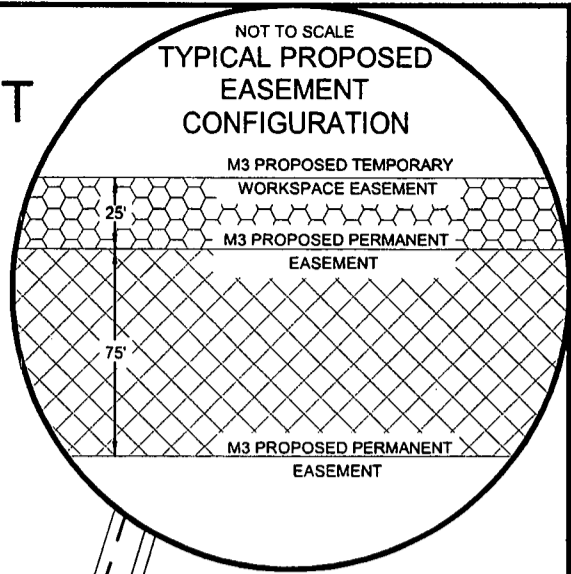
GRANTEE:

Laranne A. Breagy
Senior Vice President



929 Eastwind Drive, Suite 201
 Westerville, Ohio 43081
 Ofc: 614.899.0079
 email: info@sam.biz
 Texas Firm Registration No: 10064300

PERMANENT PROPERTY EXHIBIT



APPROXIMATE PARCEL LIMITS

+/- 0.1 Ac. ~ ATW

100±'

25±'

25±'

650±'

PROPOSED ACCESS ROAD

+/- 0.01 Ac. ~ ATWSC

200±'

+/- 0.4 Ac. ~ ATWSC

200±'

+/- 1.0 Ac. ~ ATWRW

25±'

100±'

+/- 0.2 Ac. ~ ATW

25±'

75±'

150±'

+/- 0.2 Ac. ~ ATWSC

75±'

50±'

+/- 0.06 Ac. ~ ATWSC

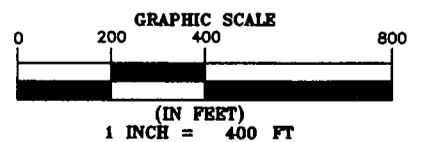
MICHAEL K. & MICHELLE L. DEVINNEY
 APN 04-7-1.1
 T1000-017D

LEGEND

- ATW - EXTRA WORKSPACE
- ATWSC - EXTRA WORKSPACE STREAM CROSSING
- ATWRC - EXTRA WORKSPACE ROW CROSSING
- ATWRW - EXTRA WORKSPACE RIGHT OF WAY
- ATWWT - EXTRA WORKSPACE WETLANDS

NOTES:

- 1) THIS IS NOT A BOUNDARY SURVEY PLAT.
- 2) PARCEL LIMITS WERE GENERATED BY RECORD PARCEL DATA AND SHOULD BE CONSIDERED APPROXIMATE.
- 3) 25' TEMPORARY WORKSPACE MAY BE LOCATED ON EITHER SIDE OF PERMANENT EASEMENT.



ADDITIONAL TEMPORARY WORKSPACE AREA IN ACRES: +/- 1.97
 ACCESS ROAD LENGTH: +/- 1345'
 TOTAL LINEAR EASEMENT FOOTAGE: +/- 2031'

DRAWING APPROVAL	
DATE	APPROV BY
CLIENT	
PROJECT MGMT.	
PROCESS	
MECHANICAL	
PIPING	
CHECK	



MICHAEL K. & MICHELLE L. DEVINNEY
 GREENBRIER DISTRICT
 DODDRIDGE COUNTY, WEST VIRGINIA

DATE DRAWN 6/25/2014	SCALE 400	PROJ. NO. M13-100	Traffic Number: T1000-017D
DRAWN BY CJD	APPROVED	EXHIBIT "A"	

STATE OF WEST VIRGINIA,
COUNTY OF DODDRIDGE, TO WIT

I, Virginia Nicholson, Editor of THE
HERALD RECORD, a weekly newspaper
published regularly, in Doddridge County,
West Virginia, Do Hereby Certify
That the Accompanying Legal Notice
entitled:

Floodplain Permit
14-301

was published in said paper for *2*

successive weeks beginning with the issue
of *October 21st* 2014 and

ending with the issue of
October 28th 2014 and

that said notice contains *189*

WORD SPACE at *115* cents a word

amounts to the sum of \$ *21.74*

FOR FIRST PUBLICATION, SECOND
PUBLICATION IS 75% OF THE FIRST
PUBLICATION

\$ *16.31*

and each publication thereafter

\$ *38.05* TOTAL

EDITOR

Virginia Nicholson

SWORN TO AND SUBSCRIBED

BEFORE ME THIS THE *28th* DAY

OF *October* 2014

NOTARY PUBLIC

Laura J. Stichel

LEGAL ADVERTISEMENT
Doddridge County
Floodplain Permit Application

Please take notice that on the 16th day of October, 2014 Mike and Michelle Devinney filed an application for a Floodplain Permit to develop land located at or about Greenbrier District 39, 239239N/280.622226W Permit #14-301 Residential Bridge. The Application is on file with the Clerk of the County Court and may be inspected or copied during regular business hours. Any interested persons who desire to comment shall present the same in writing by November 10, 2014.

Delivered to the:
Clerk of the County Court
118 E. Court Street, West Union, WV 26456
Beth A. Rogers, Doddridge County Clerk
Edwin L. Bo. Weston, Doddridge County Flood Plain
Manager

10-21-2xb

