



April 24, 2015

Mr. Aaron Allred, Legislative Manager  
West Virginia Legislature  
Joint Committee on Government and Finance  
Building 1, Room E-132  
1900 Kanawha Blvd., E.  
Charleston, West Virginia 25305

*Re: West Virginia University notification pursuant to West Virginia Code §18B-19-13*

Dear Joint Committee on Government and Finance,

Pursuant to West Virginia Code § 18B-19-13 and appended for your review, please find a copy of the following documents: i) that certain Purchase Agreement, dated January 16, 2015, between MOUNTAIN STATE UNIVERSITY, INC., a West Virginia nonprofit corporation, (“SELLER”) and WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS, on behalf of WEST VIRGINIA UNIVERSITY, an agency and higher education institution of the State of West Virginia (“WVU”) and ii) a report setting forth a detailed summary of the terms of the acquisition, including the name of the property owner and agent involved in the sale, if any.

In the above-referenced Agreement, WVU agrees to purchase from SELLER all of the seller’s right, title, and interest in and to that certain real property located and situate in the City of Beckley, Raleigh County, West Virginia, and in Fayette County, West Virginia, together with all improvements, easements, appurtenances and rights relating thereto, for the purchase price of Eight Million Dollars (\$8,000,000.00). WVU intends to purchase the real property to operate, and maintain an innovative campus that will contribute to the future of southern West Virginia and the surrounding regions by offering career-oriented, flexible academic programs in partnership with communities, businesses, and other education institutions in the Beckley, WV region.

Pursuant to West Virginia Code Section 18B-19-13(c), the attached agreement and report are being provided at least thirty (30) days prior to the consummation of this acquisition.

In the event that you have any questions or need additional information, please feel free to contact me at 304.293.0394.

Respectfully,

A handwritten signature in blue ink that reads 'Shannon N. Mundell'. The signature is fluid and cursive, written over the printed name and title.

Shannon N. Mundell  
Director of Real Estate

cc: West Virginia Higher Education Policy Commission

**Report to Joint Committee on Government & Finance**

**Acquisition of Real Property located in Raleigh and Fayette Counties, West Virginia  
by  
West Virginia University Board of Governors, on behalf of West Virginia University**

By that certain Purchase Agreement dated January 16, 2015, MOUNTAIN STATE UNIVERSITY, INC., a West Virginia nonprofit corporation (“MSU”) agrees to convey to WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS, on behalf of WEST VIRGINIA UNIVERSITY, an agency and higher education institution of the State of West Virginia, (“WVU”) that certain real property located and situate in the City of Beckley, Raleigh County, West Virginia, and in , Fayette County, West Virginia consisting of all of the real estate and real property further described on Exhibit A, attached hereto.

WVU intends to acquire the real property for the following express purpose:

To operate, and maintain an innovative campus that will contribute to the future of southern West Virginia and surrounding regions by offering career-oriented, flexible academic programs in partnership with communities, businesses, and other educational institutions in the Beckley region.

This acquisition has been approved by the West Virginia University Board of Governors, and the closing of such sale shall occur at a mutually agreeable time and place not later than thirty one (31) days following WVU’s submission of this Contract and other required information to the Joint Committee on Government and Finance, pursuant to W. Va. Code § 18B-19-13(a) through (c). Neither MSU nor WVU have engaged any real estate broker, finder, or agent in connection with this transaction.

As noted above, the property to be purchased is more particularly described on Exhibit A.

**Exhibit A**

## PURCHASE AGREEMENT

THIS **PURCHASE AGREEMENT** ("Agreement") dated as of January 16, 2015, and effective on the date executed by both parties, as set forth on the signature page hereof (the "Effective Date"), between **MOUNTAIN STATE UNIVERSITY, INC.**, a West Virginia nonprofit corporation ("MSU" or "Seller"), and **WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS, on behalf of WEST VIRGINIA UNIVERSITY**, a state institution of higher education, as purchaser ("WVU" or "Purchaser").

### WITNESSETH:

**WHEREAS**, MSU, the University of Charleston, Inc. ("UC"), United Educators Insurance Risk Retention Group, Inc., and various individuals are parties to a Settlement Agreement and Release (the "Settlement Agreement") effective as of September 3, 2014, which Settlement Agreement was entered into in connection with the mass litigation proceeding pending before the West Virginia Judiciary's Mass Litigation Panel (the "Court"), styled *In re: Mountain State University Litigation*;

**WHEREAS**, pursuant to Subsection III.B.5.b of the Settlement Agreement, MSU is entitled to solicit buyers for certain real and personal property owned by MSU and has until at least June 30, 2015, the exclusive right to negotiate with potential buyers of the property, which property is more particularly described in the Settlement Agreement (all of said real and personal property, except the MSU property located at 214 Viking Way in Martinsburg, West Virginia, being hereinafter collectively referred to as the "Assets");

**WHEREAS**, pursuant to the Settlement Agreement, real property described in Attachment 4 to the Settlement Agreement (the "UC Leased Property") shall continue to be leased to UC in accordance with the terms of its lease with MSU, as supplemented and amended as described in Section 9.3 hereof (the "UC Lease"), and UC shall continue to have the right to occupy the UC Leased Property through June 30, 2015;

**WHEREAS**, pursuant to Subsection III.B.2.g of the Settlement Agreement, assets of Mountain State University Building Company, Mountain State University Endowment Fund, Inc., and Mountain State University Foundation (each, an "MSU Affiliate" and, together, the

“MSU Affiliates”) shall be used solely to encourage potential buyers of the Assets until December 31, 2015;

**WHEREAS**, in addition to the fulfillment of its obligations under the Settlement Agreement, MSU desires to find the buyer best situated to revitalize and maintain a higher education community and presence at its Beckley regional campus that can be an academic and economic force for years to come in its service to the State of West Virginia and, more particularly, southern West Virginia and surrounding areas;

**WHEREAS**, in furtherance of the foregoing, MSU and WVU have entered into an Agreement dated as of November 5, 2014 (as extended, including to December 29, 2014, and otherwise supplemented or amended, the “Exclusivity Agreement”), pursuant to which MSU has agreed to (i) negotiate exclusively with WVU with regard to the sale of any or all of the Assets, and (ii) allow WVU the exclusive right to investigate, review and otherwise conduct due diligence with respect to the Assets, subject to and in accordance with the terms and conditions more particularly set forth in the Exclusivity Agreement;

**WHEREAS**, WVU having conducted initial due diligence and WVU and MSU having negotiated pursuant to the Exclusivity Agreement, the parties desire to enter into this Agreement;

**WHEREAS**, subject to the satisfactory completion of additional due diligence, as provided in Article VII hereof, Purchaser wishes to acquire from Seller, and Seller wishes to sell to Purchaser, such of the Assets as are more particularly described in Article I below, upon the terms and conditions provided herein; and

**WHEREAS**, the consummation of the transactions contemplated hereby is subject to, among other conditions, the approval of the Court after Notice to the Parties (as defined in the Settlement Agreement) as prescribed by the Settlement Agreement and otherwise as is more particularly described herein.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants, agreements, representations and warranties herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I**  
**SALE OF ASSETS**

1.1 Assets to be Transferred.

(a) Subject to the terms and conditions set forth in this Agreement, at the Closing (as defined in Section 4.1), Seller agrees to sell, convey, transfer, assign and deliver to Purchaser, by apt and proper general warranty deeds, bills of sale, assignments and other instruments of conveyance and transfer satisfactory to Purchaser and its counsel, and Purchaser agrees to purchase from Seller, the following described assets, properties and rights (collectively the "Purchased Assets"):

(i) All of Seller's right, title and interest in and to those certain parcels or tracts of land, both surface and subsurface, including minerals, easements, rights of way and other interests and rights set forth and described on Schedule 1.1(a)(i) attached hereto, together with all buildings, houses, structures and lots, and any other improvements located thereon or attached thereto (collectively, the "Real Property");

(ii) All of Seller's right, title and interest in and to all furniture, furnishings, machinery, chattels, tools, equipment, motor vehicles, parts, supplies, signs, cabinets, air conditioning and heating systems, lighting fixtures, floor, wall and counter fixtures, and all other fixtures of every other kind and nature, telephones and computers, fiber, networking and other technology-related equipment and tangible personal property, books, periodicals, and other library materials, and all other tangible personal property (if any) located on or related to the Real Property, except as otherwise set forth on Schedule 1.1(a)(ii) (collectively, the "Tangible Personal Property");

(iii) All of Seller's right, title and interest in and to any and all leases, subleases, use agreement and any other rental contracts, if any, to which Seller is a party relating to the Real Property (collectively, the "Leases"), including, without limitation, those leases and contracts set forth on Schedule 1.1(a)(iii) and subject to the limitations and restrictions regarding the UC Lease until June 30, 2015 set forth herein;

(iv) All intellectual property in which Seller has a proprietary interest and all of the rights and benefits accruing to Seller under all licenses of intellectual property, including, without limitation, all computer software, operating rights, other licenses and

permits, patents, patent applications, inventions, discoveries, copyrights, know-how, trade secrets, confidential or proprietary information, academic programs and materials, and other intangible property and rights, but excluding certain Mountain State University trademarks and trade names, all as more fully described on Schedule 1.1(a)(iv) (“Intellectual Property Rights”); and

(v) All of Seller’s right, title and interest in and to all surveys, maps, plans and specifications and architectural and engineering drawings, site plans, environmental studies and reports, academic programs and materials, and all other non-financial records of every kind relating to the Purchased Assets (collectively, the “Books and Records”).

(b) Anything to the contrary in this Agreement notwithstanding, the Purchased Assets shall not include the real property and improvements constituting the buildings commonly referred to as the Wiseman Hall Building and the Robert C. Byrd Learning Resource Center, or the “LRC”, the acquisition and/or construction of which were financed by grants from the Health Resources and Services Administration of the U.S. Department of Health and Human Services (“HRSA”) and the Department of Housing and Urban Development (“HUD”), respectively, which restricts the sale of such buildings (together, the “Excluded Buildings”).

(c) Without limiting its ability to specify which Assets it intends to purchase, and except as specifically provided herein, Purchaser generally intends to purchase all the assets relating to Seller’s Beckley campus. If any such assets are owned by an MSU Affiliate, Seller shall cause such MSU Affiliate to transfer such assets as a condition precedent to Closing, or in the event such asset transfer can not be fully completed prior to closing, said transfer will be commenced to Purchaser’s satisfaction, and such assets shall constitute “Purchased Assets” under this Agreement.

(d) As of the date of execution of this Agreement, the Schedules described in this Section 1.1 may not be in final form and content. Such Schedules shall be completed to the satisfaction of Purchaser not later than 30 days prior to the closing date. Seller shall provide all information required and fully cooperate with Purchaser in the completion of such Schedules. As such Schedules are completed, they shall be initialed by each of the parties, dated, and attached to this Agreement, whereupon they shall become integral parts of this Agreement without further action by the parties. If the Purchaser determines that any attached Schedule

requires revision, the revised Schedule shall be initialed by each of the parties, dated, and substituted for the then attached Schedule.

1.2 Title to Assets.

(a) Seller hereby agrees that it shall convey, transfer and assign the Real Property to Purchaser at Closing by apt and proper general warranty deed in fee simple, with good and marketable title such as will be insurable by a reputable title insurance company at its regular rates, free and clear of all liens, security interests, easements, claims, encumbrances and other restrictions, except: (i) the lien for real estate property taxes for the year 2015, which shall be prorated as provided in Section 3.3 below; (ii) such easements, restrictions and other exceptions to title as shall be acceptable to Purchaser in its sole discretion; and (iii) the limitations and restrictions regarding the UC Lease until June 30, 2015 set forth herein. The above-described title, subject to the qualifications hereinabove provided, is hereinafter referred to as "Good and Marketable Title to Real Property."

(b) Seller further agrees to convey, transfer and assign to Purchaser at Closing all of the Purchased Assets other than the Real Property (all of such other Purchased Assets being herein collectively called the "Personal Property") by apt and proper bills of sale, assignments (including acceptances and acknowledgments thereof), endorsements and other instruments of conveyance and transfer, in form and substance acceptable to Purchaser and its counsel, as shall be necessary to transfer and convey good and marketable title to all such Personal Property, free and clear of all liens, security interests, claims, encumbrances and other restrictions, excepting, however, personal property taxes for the year 2015, which shall be prorated as provided in Section 3.3 below. The above-described title to such Personal Property is hereinafter referred to as "Good Title to Personal Property."

## ARTICLE II

### RETAINED LIABILITIES

Seller shall be fully responsible for the payment of all debts and shall retain full responsibility for the payment, discharge and satisfaction of all causes of actions, suits, demands, claims, debts, obligations, environmental responsibilities, and other liabilities created, arising out of or relating to the Purchased Assets on or prior to the Closing Date or arising out of or relating



to any Assets not purchased by Purchaser at any time, whether now known or unknown, fixed, contingent or otherwise, including, without limitation all obligations and liabilities to the extent attributable to defaults, conditions, events, actions or omissions or accidents, claims, injuries, deaths or other damages occurring on or prior to the Closing Date with respect to the Purchased Assets or at any time with respect to any Assets not purchased by Purchaser. In no event shall Purchaser be responsible for the employees or students of Seller or any records relating to either thereof. Moreover, nothing in this Agreement, Purchaser's due diligence or other efforts relating to the investigation of, negotiations regarding or purchase of the Purchased Assets, or Purchaser's purchase of the assets shall form the basis for any claim against the Purchaser in connection with the litigation subject to the Settlement Agreement or any other litigation against Seller. Seller shall indemnify and hold Purchaser harmless in all respects against any such actions, suits, demands, claims, debts, obligations, environmental responsibilities and other liabilities described in this Article II.

### ARTICLE III

#### **CONSIDERATION FOR ASSETS; RELATED MATTERS**

3.1 Consideration for Purchased Assets. As total consideration for the Purchased Assets, Purchaser shall pay Seller the sum of \$8,000,000, which consideration (the "Purchase Price") shall be paid to Seller at Closing in cash by means of wire transfer of immediately available funds into one or more bank accounts as specified by Seller in compliance with the Settlement Agreement, subject to the adjustments described in Sections 3.2 and 3.3 below.

3.2 Taxes; Expenses. At Closing, Purchaser shall pay all excise and transfer taxes, if any, required to be paid in connection with the sale and transfer of the Real Property to be transferred hereunder and shall be responsible for payment of all recording costs. Purchaser is an agency of the State of West Virginia; therefore, it is exempt from transfer taxes, and all deeds transferring the Real Property shall include the following language as the declaration of consideration of value:

Under the penalties of fine and imprisonment as provided by law, the undersigned hereby declares that the transfer involved in the document to which this Declaration is appended is a transfer to or from the State of West Virginia, or to or from any of its instrumentalities, agencies or political subdivisions, and therefore is not subject to West Virginia excise tax and is exempt under the

provisions of Chapter 11, Article 22, Section 1 of the West Virginia Code, 1931, as amended.

3.3 Prorations. At Closing, any real and personal property taxes, fire service fees and other local governmental fees and assessments applicable to the Purchased Assets shall be prorated on the basis of the number of days of the relevant time period which have elapsed prior to the Closing Date (as defined in Section 4.1), with Seller being responsible for payment of any taxes, fees and assessments attributable to the period prior to closing and Purchaser, which is exempt from property taxes as an agency of the State of West Virginia, being responsible for the period after the Closing. Seller agrees to escrow at Closing sufficient funds, to be held in the trust account of the Closing attorney, for the sole purpose of paying in a timely manner property taxes for the Purchased Assets assessed in the name of the Seller (or its predecessor in title) for the 2015 tax year. To the extent that all or any portion of the escrowed funds is not used to pay taxes, such funds shall be reimbursed pursuant to the terms of the agreement governing the escrow. In addition, the parties agree that all rents collected from any tenants as of the Closing under the Leases and all charges for utilities (including, without limitation, electricity, water, sanitation, fire service fees, and garbage disposal) and like services furnished to Seller in connection with the operation of the Purchased Assets shall be prorated at the Closing on the basis of the number of days of the relevant time period which have elapsed prior to the Closing Date, and that Seller shall be responsible for paying that portion of such obligations and expenses from the Purchase Price on the Closing Date, and shall be entitled to receive that portion of the rents, attributable to the period prior to the Closing Date, and Purchaser shall be responsible for that portion of such obligations and expenses, and shall be entitled to receive that portion of the rents, attributable to the period from and after the Closing Date.

3.4 UC Leased Property. Purchaser hereby expressly (i) acknowledges and consents to the existence and validity of the UC Lease through June 30, 2015, and of UC's right to continue as tenant of the UC Leased Property in accordance with the terms of the UC Lease; and (ii) agrees not to challenge, dispute or contest UC's lease of the UC Leased Property (including without limitation the validity or sufficiency of the rental or consideration for the UC Lease) or UC's rights thereunder, except for valid termination pursuant to an "Event of Default" as defined in the UC Lease. Notwithstanding the foregoing, UC's rights under the UC Lease shall expire at

11:59 p.m. on June 30, 2015, Purchaser shall have all the rights described in Section 9.3, and Purchaser's receipt of any additional agreements of UC or relating to the UC Leased Property requested by Purchaser shall constitute a condition precedent to the Closing.

#### ARTICLE IV

##### CLOSING; TERMINATION OF AGREEMENT

4.1 Time and Place. The consummation of the transactions contemplated herein (the "Closing") shall take place at the offices of Jackson Kelly PLLC, 150 Clay Street, Morgantown, West Virginia, after the satisfaction of all of the terms and conditions set forth in Article IX hereof, at which time (the "Closing Date") and place the following transactions shall occur:

(a) At or prior to Closing, Purchaser will cause to be paid, by check or by wire transfer, the Purchase Price to Purchaser's legal counsel, Jackson Kelly PLLC;

(b) Purchaser, or Purchaser's legal counsel on behalf of Purchaser, shall pay to Seller the Purchase Price as contemplated by Article III hereof adjusted for the applicable prorations and escrow set forth in Section 3.3 hereof;

(c) Seller shall deliver to Purchaser (in form and substance satisfactory to Purchaser and its counsel) one or more general warranty deeds, bills of sale, assignments (including acceptances and acknowledgments thereof), endorsements, titles, and such other instruments of conveyance as may be reasonably requested by Purchaser to transfer and convey the Purchased Assets to Purchaser and to otherwise effect the consummation of the transactions contemplated by this Agreement and which are normal and customary in transactions of like kind;

(d) Seller shall provide a Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986 and shall deliver affidavits to the title insurance company designated by Purchaser, dated as of the Closing Date, in the form then required by such title insurance company to insure title at its regular rates in accordance with its title commitments;

(e) Seller shall deliver to Purchaser the Books and Records;

(f) Seller shall deliver to Purchaser such other documents as reasonably required by Purchaser or Purchaser's title insurance company; and

(g) Seller shall deliver to Purchaser all keys, key codes, access cards, and such other access devices necessary to take full unfettered possession of the Purchased Assets, and such possession shall be delivered to Purchaser immediately upon consummation of the Closing; provided, that such keys, key codes, access cards, other access devices and unfettered possession to the UC Leased Property shall be delivered immediately upon termination of the UC Lease as described in Section 9.3.

4.2 Termination of Agreement; Effect.

(a) Anything herein to the contrary notwithstanding, this Agreement may be terminated immediately and the transactions herein contemplated may be abandoned at any time:

- (i) by mutual consent of Seller and Purchaser;
- (ii) by Purchaser pursuant to Article VII hereof; or
- (iii) by Purchaser if Seller shall default in the performance of any part of this Agreement, or if any of the conditions set forth in Article IX has not been satisfied prior to March 15, 2015.

(b) Except as otherwise expressly set forth herein, upon termination of this Agreement pursuant to Subsection (a)(i) or (ii), above, this Agreement shall be of no further force and effect, and neither Seller nor Purchaser shall have any further rights, liabilities, duties or obligations hereunder.

(c) Upon termination of this Agreement pursuant Subsection (a)(iii), above, Purchaser shall be entitled to recover from Seller an amount equal to all of Purchaser's reasonable and necessary out of pocket expenditures incurred in connection with its investigation and study of the Purchased Assets and in preparation of and in anticipation of Closing, including its reasonable attorneys' fees.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

5.1 Organization and Qualification. It is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of West Virginia and has the

requisite corporate power to own its property and to carry on its business as it is now being conducted.

5.2 Seller's Authority Relative to this Agreement. Subject to the approval of the Court required by the Settlement Agreement, Seller has full power and authority to enter into, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all necessary legal proceedings on the part of Seller, and no other corporate proceedings by Seller are necessary to authorize this Agreement and the transactions contemplated hereby or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms.

5.3 Title to Real Property; Leases. Seller has Good and Marketable Title to Real Property. Seller has no knowledge concerning any contemplated or proposed public use, taking or purchase by condemnation of, or any exercise of the power of eminent domain with respect to, any part or all of the Real Property. Schedule 1.1(a)(iii) hereto sets forth a complete and accurate list of (a) all of the Leases; (b) the amount of rent due and payable under each Lease; and (c) the amount of rent, if any, past due under each Lease. Except as set forth on Schedule 1.1(a)(iii), to the best of Seller's knowledge, no default exists under any of the Leases. Except as described in Schedule 5.3 and except for the UC Lease until June 30, 2015, there are no restrictions on the transfer by Seller to Purchaser of the Purchased Assets or on the subsequent ownership or use of the Purchased Assets by Purchaser.

5.4 Compliance with Law. Seller has not received any written orders, notices of investigation, assessments or any other notices from any government, governmental instrumentality, agency or body, arbitration tribunal or court, domestic or foreign, that Seller or the Purchased Assets, or any part thereof, is in violation of any law, regulation, rule, order, decree or judgment applicable to Seller or any of the Purchased Assets. The Purchased Assets are in compliance in all material respects with all applicable laws, regulations, rules, orders, judgments and decrees of any government, governmental instrumentality, agency or body, arbitration tribunal or court, domestic or foreign, having jurisdiction over Seller or any of the Purchased Assets, and Seller holds all permits, licenses, certificates, orders and other

governmental authorizations necessary for the use and operation of the Purchased Assets for their intended use.

5.5 Environmental. To the Seller's actual knowledge, except as set forth in Schedule 5.5 hereto, no hazardous materials have been used, discharged or stored on or about the Real Property, and no such hazardous materials are now or will be at Closing located on or below the surface of the Real Property. As used herein, "hazardous materials" shall mean asbestos, oil as defined in the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, and any "hazardous substance," "hazardous materials" or "hazardous wastes" as defined or used in the Federal Water Pollution Prevention and Control Act, supra, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675, the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 18015101-5128, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901-7000, and in the regulations adopted and publications promulgated pursuant thereto, or in any other federal, state or local environmental law, ordinance, rule or regulation.

5.6 Title to Personal Property. Seller holds good and marketable title to the Personal Property, free and clear of all liens, security interests, claims, encumbrances and restrictions of every kind or nature, excepting, however, any personal property taxes for the year 2015.

5.7 Legal Proceedings, etc. Other than the litigation that is the subject of the Settlement Agreement, there is no legal, administrative, arbitration or other proceeding or known governmental investigation pending or, to the best of Seller's knowledge, threatened, against or affecting the Purchased Assets or any part thereof or interest therein.

5.8 Conflicting Instruments. The execution, delivery and performance of this Agreement or any documents to be executed and delivered by Seller pursuant hereto and the consummation of the transactions contemplated hereby will not, with or without the giving of notice, or the passage of time, (a) conflict with or result in the breach of any provision of the articles of incorporation or bylaws of Seller, or (b) conflict with, violate, constitute a default under or result in the breach of any law, order, rule, regulation, writ, injunction or decree of any government, governmental instrumentality, agency or body, arbitration tribunal or court, domestic or foreign, having jurisdiction over Seller or any of the Purchased Assets.

5.9 Consents and Approvals Authorities and Other Persons. Except for the Settlement Agreement and as described in Section 9.2, no characteristic of Seller or of the nature of its business or operations requires any consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority or any other person in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

5.10 Intellectual Property Rights.

(a) Except as set forth on Schedule 1.1(a)(iv), (i) Seller owns all right, title and interest or has obtained licenses in and to all of the Intellectual Property Rights, (ii) there have been no claims made against Seller for the assertion of the invalidity, abuse, misuse or enforceability of any such rights, and there are no grounds for the same, (iii) Seller has not received a notice of conflict with the asserted rights of others, (iv) neither the United States government nor any office or agency thereof holds residual right or any ownership interest in any Intellectual Property Rights; and (v) the execution and delivery of this Agreement or any of the documents described herein or the performance of any of Seller's obligations under this Agreement or such documents will not result in a breach of any contract relating to Intellectual Property Rights or the Intellectual Property Rights of any third party.

(b) To Seller's knowledge, there is no unauthorized use, disclosure, infringement or misappropriation of any Intellectual Property Rights of Seller or of any Intellectual Property Right of any third party to the extent licensed by or through Seller. Other than in the ordinary course of business, there are no royalties, fees or other payments payable by Seller to any person by reason of the ownership, use, sale or disposition of Intellectual Property Rights.

(c) All necessary registration, maintenance and renewal fees due and that are the responsibility of Seller in connection with the Intellectual Property Rights have been paid in a timely manner, and all necessary documents and certificates in connection with the Intellectual Property Rights that are the responsibility of Seller have, for the purposes of maintaining the Intellectual Property Rights, been filed in a timely manner with the relevant governmental authorities. Seller shall take or cause to be taken any and all reasonable actions (including

executing documents) necessary to allow Purchaser to continue to use, prosecute, maintain and defend the Intellectual Property Rights after the Closing Date.

5.11 Brokers. No broker or finder has acted directly or indirectly for Seller in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commission in respect thereof based in any way on agreements, arrangements or understandings made by or on behalf of Seller.

5.12 Subsequent Events. Seller shall disclose to Purchaser in writing any conditions or events that arise or occur subsequent to the Effective Date and prior to Closing that become known and which contradict or modify any representations of Seller set forth in this Article. The representations and warranties as provided this Article shall survive the Closing.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows:

6.1 Organization and Authority. Purchaser is a public agency duly organized and validly existing under the laws of the State of West Virginia, authorized to determine, control, supervise and manage the financial, business and education policies and affairs of West Virginia University, and, except as described in Section 9.11, has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

6.2 No Default or Breach of Obligations. Neither the execution or delivery by Purchaser of this Agreement and the documents to be executed and delivered by it pursuant hereto, nor the consummation of the transactions contemplated herein or therein, will conflict with, violate or result in the breach of or constitute a default under any law, regulation, order, writ, injunction, decree, determination or award of any court, governmental department, board, agency or instrumentality, domestic or foreign, having jurisdiction over Purchaser or applicable to Purchaser.

6.3 Execution and Delivery. This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser, enforceable in accordance with its terms.



6.4 Brokers. No broker or finder has acted directly or indirectly for Purchaser in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commission in respect thereof based in any way on agreements, arrangements or understandings made on behalf of Purchaser.

6.5 Subsequent Events. Purchaser shall disclose to Seller in writing any conditions or events that arise or occur subsequent to the Effective Date and prior to Closing that become known and which contradict or modify any representations of Purchaser set forth in this Article. The representations and warranties as provided this Article shall survive the Closing.

## ARTICLE VII

### DUE DILIGENCE PERIOD

#### 7.1 Due Diligence Period.

(a) During the 60 day period following the Effective Date (the "Due Diligence Period"), Purchaser, its agents, employees, contractors and other authorized representatives shall have the right to inspect, evaluate and otherwise conduct due diligence with respect to the Purchased Assets, including, but not limited to, reviewing all contracts, books, studies, reports, analyses, documents and other records relating thereto and conducting inspections of the Purchased Assets with respect to title, structural, environmental and such other matters as Purchaser deems necessary. During the Due Diligence Period, Seller shall provide Purchaser, its agents, employees, contractors and other authorized representatives with exclusive access to the Purchased Assets, including, without limitation, access to any contracts, books, studies, reports, analyses and records of Seller relating to such Purchased Assets and provide Purchaser and such authorized representatives with any and other documents and information relating to the Purchased Assets that Purchaser may reasonably request and which Seller possesses or controls.

(b) Without limiting the generality of Subsection 7.1(a), during the Due Diligence Period, Purchaser, its agents, employees, contractors and other authorized representatives shall have the right to enter the Real Property for the purpose of inspecting the same, making surveys, and performing other tests, studies and examinations as Purchaser, in its sole discretion. With respect to such entry, it is understood and agreed that:

- (i) Such entry shall be at Purchaser's sole risk and expense;
- (ii) Such entry shall not constitute a taking of possession by Purchaser; and
- (iii) Neither Purchaser nor any of its agents or contractors shall suffer or cause to be created any lien or encumbrance arising from such activities.

(c) Purchaser agrees to repair any damage caused directly by exercise of the right of access granted to Purchaser in this Section.

(d) If Purchaser is not satisfied, in its sole discretion, with all aspects of the Purchased Assets and the results of all tests and studies, Purchaser shall have the right, upon written notice to Seller given prior to expiration of the Due Diligence Period, to terminate this Agreement.

(e) If not already done prior to the Effective Date, Seller agrees to deliver to Purchaser within five business days after the Effective Date copies of all surveys, structural and other engineering data and reports, environmental studies and reports, lead paint and asbestos studies and reports, soils studies, appraisals, inspection reports, title insurance policies and title reports relating to the Purchased Assets to the extent Seller or Seller's agents have possession of such reports or other items. Further, Seller shall deliver within five business days after the Effective Date copies of all grant documents containing pay-back provisions, restrictions on the sale, or any other encumbrances on the Purchased Assets that may or may not be recorded in the office of the Clerk of the County Commission of Raleigh County. If requested by Seller, Purchaser shall enter into a confidentiality agreement with respect to such information. All such items will be delivered without warranty of any kind.

7.2 Title. Purchaser shall have until the date which is 45 days after the Effective Date (the "Title Notice Date"), within which to examine title to the Purchased Assets and, at the discretion of Purchaser, to have surveyed and examine the survey of the Real Property and to notify Seller in writing of any objections or defects in title to the Purchased Assets or to the survey of the Real Property (such defects or objections are hereinafter collectively called "Title Defects"). If Purchaser fails to notify Seller of any Title Defects on or before the Title Notice Date, any matter which would have been disclosed by the appropriate public records by an examination thereof or by a current and accurate survey of the Real Property on the Effective Date shall each be deemed to be a "Permitted Exception." Any matter to which Purchaser fails

to object in its title notice shall also be deemed a Permitted Exception. Upon receipt by Seller from Purchaser of any written notice of Title Defects, Seller shall then have seven days after receipt of such notice of Title Defects from Purchaser ("Seller's Notice Period") to advise Purchaser in writing which of such Title Defects that Seller intends to satisfy or cure. In the event Seller fails to give such written notice to Purchaser within the Seller's Notice Period, Seller shall be deemed not to have elected to satisfy or cure any of the Title Defects set forth in Purchaser's notice. If Seller provides written notice to Purchaser within the Seller's Notice Period that Seller has elected not to cure Title Defects or Seller fails to provide notice to Purchaser within the Seller's Notice Period, then Purchaser shall, within seven days following the expiration of the Seller's Notice Period (the "Purchaser's Termination Period"), elect either (a) to terminate this Agreement by giving written notice to Seller, or (b) to accept conveyance of the Purchased Assets subject to such Title Defects without reduction in the Purchase Price, in which event such Title Defects shall for all purposes be deemed Permitted Exceptions. In the event Purchaser fails to give written notice of such election to Seller within the Purchaser's Termination Period, Purchaser shall be deemed to have elected option (a). Seller shall have until the Closing Date to satisfy or cure all such Title Defects which Seller agreed to satisfy or cure as provided above. From time to time, Purchaser may update the effective date of such examination and give notice to Seller of all Title Defects appearing of record subsequent to the effective date of its previous examination. Seller shall cure all such subsequent defects or objections to title appearing of record subsequent to the effective date of Purchaser's previous examination, and Seller shall have until the Closing Date to cure all such subsequent Title Defects. Notwithstanding the notices contemplated in this Section 7.2, Seller hereby agrees that Seller shall satisfy or cure any Title Defects (whether or not identified by Purchaser) consisting of taxes, liens, mortgages, deeds of trust, security interests, judgments, or other such monetary encumbrances, and that none of the foregoing shall be a Permitted Exception.

## ARTICLE VIII

### OBLIGATIONS PRIOR TO CLOSING

8.1 Conduct of Business. Seller covenants and agrees that, except as otherwise consented to by Purchaser prior to the Closing, Seller will not engage in any one or more of the following activities:

- (a) Sell, pledge, dispose of or encumber any of the Purchased Assets;
- (b) Surrender or forfeit any permit or license or other material governmental authorization necessary to own or operate any of the Purchased Assets;
- (c) Enter into any contracts, leases or commitments with respect to the Purchased Assets; or
- (d) Use any of the Purchased Assets except for proper corporate purposes and in accordance with all applicable federal, state and local laws and regulations.

8.2 Access to Information. Seller shall afford the officers, employees, agents and other authorized representatives of Purchaser complete access at all reasonable times, from the date hereof to the Closing, to its officers, employees, agents, properties, operating manuals, books and records, and shall furnish Purchaser all operating manuals and other data and non-financial information relating to the Real Property and other Purchased Assets as Purchaser, through its officers, employees, agents or other authorized representatives, may reasonably request, including, but not limited to, any and all building and engineering plans and records, environmental studies, appraisals, insurance policies, title opinions, surveys, maps and leases.

8.3 Consents; Additional Agreements. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, including (a) using reasonable efforts to remove any legal impediment to the consummation or effectiveness of such transactions, and (b) using reasonable efforts to obtain all necessary waivers, consents and approvals of all third parties and governmental bodies, and to effect all necessary filings with all applicable state and federal governmental agencies or authorities.

8.4 Insurance. Until the Closing Date, Seller will maintain in full force and effect all of its presently existing insurance coverage on the Purchased Assets, or insurance comparable to such existing coverage.

8.5 Forms of Deeds. At least 30 days prior to the Closing Date, Seller shall provide Purchaser with the substantial forms of the deeds, bills of sale and assignments to be delivered at Closing.

## **ARTICLE IX**

### **CONDITIONS TO OBLIGATIONS OF PURCHASER**

Each and every obligation of Purchaser under this Agreement to be performed on or before the Closing shall be subject, unless waived by Purchaser, to the satisfaction on or before the Closing of each of the following conditions:

9.1 Court Approval of Purchaser's Purchase of Purchased Assets. The purchase of the Purchased Assets by Purchaser from Seller must be approved by the Court pursuant to the Settlement Agreement.

9.2 Federal Government Approval. If any Purchased Assets require the consent of a federal agency, such as the HRSA, in order for title to be transferred to Purchaser, Seller shall use its best efforts to obtain such consent prior to Closing. If such consent is not obtained prior to Closing, or restrictions and limitations run with the Purchased Assets upon transfer, Purchaser may choose to exclude such assets from the Purchased Assets and reduce the Purchase Price by an amount allocable to the excluded Purchased Assets or may accept the transfer of such Purchased Assets subject to the restrictions and limitations imposed thereon. This Section is not applicable to the Excluded Buildings, which, as described in Subsection 1.1(b), do not constitute Purchased Assets and which are provided for in Section 9.14, below.

9.3 UC Lease. Seller and UC shall have entered into the Second Amendment to the UC Lease, establishing June 30, 2015, as the termination date of the UC Lease. Seller shall not extend the termination date of the UC Lease beyond June 30, 2015. Seller shall cause UC to comply with the Master Agreement dated October 29, 2012, as supplemented and amended, and with the amended UC Lease, including but not limited to causing UC (a) to pay for the maintenance, repairs, insurance, security and other costs and expenses relating to the UC Leased Property until June 30, 2015, (b) to remove all of its property and otherwise transition out of the

use of the UC Leased Property by 11:59 p.m. on June 30, 2015, and (c) to maintain and remove all of Seller's student records. At the Closing, and as a condition precedent thereto (unless the Closing occurs after the June 30, 2015 termination date of the UC Lease), (a) the UC Lease shall be assigned to Purchaser, (b) UC shall execute such consent and other documents as may be reasonably requested by Purchaser, and (c) UC shall cause Purchaser to be an additional insured under its insurance policies for the UC Leased Property. Either Seller shall cause, or the documents executed by UC at the request of Purchaser shall require, that UC deliver all keys, key codes, access cards and other access devices necessary for unfettered possession to the UC Leased Property by 11:59 p.m. on June 30, 2015, and that Purchaser shall then be given unfettered access to the UC Leased Property.

9.4 Title to Assets. In the opinion of counsel for Purchaser, at the Closing Purchaser will be acquiring Good and Marketable Title to Real Property, and Good Title to Personal Property.

9.5 Title Insurance and Survey. Purchaser shall have received an Owner's Title Insurance Policy insuring title to the Real Property in the sum of not less than the purchase price thereof, dated or updated to the Closing Date, issued by a reputable title insurance company at regular rates, satisfactory to Purchaser in form and substance, containing no exceptions for matters of survey, mechanics liens, parties in possession (other than the tenants under the Leases) or for any other matter which Purchaser reasonably determines to be unacceptable. All premiums for such title insurance shall be borne by Purchaser, and all attorney fees and similar costs for an examination and report to such insurance company shall be borne by Purchaser. Purchaser, at its discretion, may obtain, at its sole cost and expense, a survey of the Real Property.

9.6 Condition and Sufficiency of Purchased Assets. Since the execution of this Agreement, the Purchased Assets shall not have been adversely affected in any material way as the result of any act of God, fire, flood, war, labor disturbance or similar calamity, or by the actions of any lessee thereof or any other persons, and there shall not otherwise have been any material adverse change in the condition of the Purchased Assets since the date hereof.

9.7 Permits and Licenses. Purchaser shall have received all permits and licenses as Purchaser and its counsel shall deem necessary in order to purchase and operate the Purchased Assets and to otherwise occupy the Real Property.

9.8 Representations and Warranties True. The representations and warranties contained in Article V hereof shall be in all material respects true and accurate as of the date when made and at and as of the Closing.

9.9 Performance of Covenants. Seller shall have performed and complied in all material respects with each and every covenant, agreement and condition required to be performed or complied with by it prior to or on the Closing Date.

9.10 No Governmental or Other Proceeding or Litigation. No order of any court or administrative agency shall be in effect which restrains or prohibits the transactions contemplated hereby, and no suit, action, investigation, inquiry or proceeding by any governmental body or other person or legal or administrative proceeding shall have been instituted or threatened which questions the validity or legality of the transactions contemplated hereby or seeks to impose any liability on Purchaser as a result of the transactions contemplated hereby.

9.11 Approvals and Consents. All notices, consents and/or approvals of any private person, and all notices, consents and/or approvals or the absence of disapprovals within applicable time periods, from or to public authorities, Federal, state, foreign or local (or exemptions from the requirements therefor), the granting or absence of which is necessary for the consummation of the transactions contemplated by this Agreement, the ownership of the Purchased Assets by Purchaser and the use of the Purchased Assets for the purposes intended by Purchaser, shall have been obtained or undertaken, including, without limitation, any required approval by the West Virginia University Board of Governors and any other public entities or public bodies, and the governing boards thereof, in connection with a sale to a public entity or public body. Without limiting the generality of the foregoing, as determined by Purchaser, (i) the purchase contemplated by this Agreement may be subject to formal approval by the West Virginia University Board of Governors; (ii) the use of the Purchased Assets for the purposes intended by Purchaser, including the academic programming to be offered by Purchaser, may be subject to the approval of the West Virginia Higher Education Policy Commission; and (iii) a

structure for acquiring and financing the initial operation of the Purchased Assets satisfactory to Purchaser must be arranged and may be subject to formal approval by the West Virginia University Board of Governors, the board of directors of West Virginia University Research Corporation or a related entity, and other governmental entities. In each case, whether such approval is required and, if required, has been obtained shall be determined in Purchaser's sole discretion and upon consideration of all facts and circumstances deemed relevant by the Purchaser; failure to obtain any approval determined to be required shall allow Purchaser to terminate this Agreement without further obligation. Pursuant to W.Va. Code §18B-19-13(a) and (c), this Agreement and a report setting forth a detailed summary of the terms and conditions, including the name of the property owner and the agent involved in the sale, shall be provided to the Joint Committee on Government and Finance for prior review at least 30 days before the Closing.

9.12 No Injunctions or Litigation. As of the Closing, there shall be (a) no effective injunction, writ or temporary restraining order or any order of any nature issued by a court or governmental agency of competent jurisdiction directing the transactions provided for herein not be consummated as herein provided and (b) no litigation, proceeding or investigations pending, or to the knowledge of Seller threatened, which might prevent or adversely affect the use of the Purchased Assets or which questions the validity of any action taken or to be taken by Seller hereunder.

9.13. Removal of Personal Property. Seller, at its own expense, shall have removed or caused to be removed from the Real Property any personal property not constituting Personal Property being acquired by Purchaser.

9.14. Excluded Buildings. MSU shall have received any and all approvals required for the transfer of, and shall have transferred or shall contemporaneously transfer to WVU, good and marketable title (subject to any restrictions attributable to the federal grant funding) to the Excluded Buildings; provided, that, at WVU's sole discretion, WVU may accept at Closing evidence of the approvals received and an agreement from MSU to proceed as expeditiously as possible to consummate the transfer of the Excluded Buildings to WVU.

9.15. MSU Affiliates. MSU Affiliates shall have executed and delivered all deeds, assignments and other documents necessary to grant Good and Marketable Title to Real Property



and Good Title to Personal Property to Purchaser in any of the Purchased Assets owned by them. Each of the conditions precedent set forth herein applicable to the Purchased Assets, including but not limited to title insurance, shall apply to the Purchased Assets owned by the MSU Affiliates.

As additional consideration for the Assets to be transferred pursuant to this agreement, and subject to any restrictions and conditions described below, Purchaser shall make a good faith effort to utilize all of the assets of the MSU Endowment Fund, over which it is able to obtain dominion and control in connection with the transactions contemplated by this section, to support tuition funding for students at the Beckley regional campus operated by WVU, giving priority to class members of the MSU Mass Litigation Settlement Agreement. Purchaser also agrees that to the extent there are unrestricted funds in the MSU Endowment Fund, these will be used for class members who qualify for admission to the institution, with specific priority for the use of these funds given to any class member who exhausted eligibility for student loans while a student at MSU. The use of the assets as set forth in this paragraph is subject to all pre-existing terms and conditions associated with or identified as conditions of the donations, grants, or otherwise pledged or restricted funds and would be further subject to an application and approval process defined and administered at the sole discretion of Purchaser. The term of this provision shall expire two (2) years after the initial commencement of classes at the Beckley regional campus operated by WVU.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

10.1 Risk of Loss. Risk of loss of, or damage or destruction to, any of the Purchased Assets to be transferred to Purchaser hereunder from fire, condemnation or other casualty or cause, shall be borne by Seller at all times prior to the Closing.

10.2 Entire Agreement. This Agreement, including the Schedules which form a part hereof, contains the entire understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement

supersedes all prior agreements and understandings between the parties with respect to such subject matter.

10.3 Survival of Representations and Warranties. All representations, warranties, agreements, covenants and obligations made or undertaken by Purchaser or Seller in this Agreement (including the Schedules attached hereto), or in any certificate, instrument or document delivered by or on behalf of any of the parties pursuant to this Agreement, shall survive the Closing hereunder.

10.4 Amendment and Modification. This Agreement may be amended, modified and supplemented only by an instrument in writing signed by all of the parties hereto.

10.5 Assignment. This Agreement and all the provisions hereof shall be binding upon and inure to the benefits of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party.

10.6 Notices. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by U.S. registered or certified mail, return receipt requested, postage prepaid:

If to Purchaser to:

Vice President for Administration and Finance  
West Virginia University  
P. O. Box 6205  
Morgantown, West Virginia 26506

With a copy to:

Associate Vice President for Legal Services and General Counsel  
West Virginia University  
P. O. Box 6204  
Morgantown, West Virginia 26506

and

Director of Real Estate  
West Virginia University  
PO Box 6555  
48 Donley Street, 4<sup>th</sup> Floor  
Morgantown, West Virginia 26506-6555

With a copy to:

Taunja Willis-Miller  
Jackson Kelly PLLC  
150 Clay Street, Suite 500  
Morgantown, West Virginia 26501

If to Seller:

Dusty Gwinn  
General Counsel  
P. O. Box 9003  
Beckley, WV 25802

and to

Art Standish  
Steptoe & Johnson PLLC  
P. O. Box 1588  
Charleston, West Virginia 25326

or to such other address as a party shall hereafter specify by notice in writing to the other.

10.7 Non-waiver. No waiver or omission by either party to require performance by the other party of any of the terms and conditions of this Agreement, and no forbearance or indulgence granted or shown by either party, shall be effective unless contained in a written instrument signed by the waiving party, nor shall it release, discharge or in any manner affect or prejudice the right of a party at any time to require strict and full performance by the other of any

or all provisions or obligations of this Agreement on the latter's part to be performed unless it is so stated in said writing.

10.8 Expenses. Regardless of whether the Closing occurs, each party shall bear its own expenses in connection with this Agreement and the transactions herein contemplated, except as otherwise provided in Section 4.2 hereof and except to the extent resulting from a misrepresentation by either party or the breach by either party in performing their respective obligations herein, and except as otherwise expressly provided herein.

10.9 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person other than the undersigned parties any rights or remedies under or by reason of this Agreement.

10.10 Further Assurances. Seller hereby agrees, upon the request of Purchaser and without additional consideration, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances or assurances as may be reasonably required in order fully to transfer, assign, convey, grant, assure and confirm to Purchaser all of the Purchased Assets, or to vest in Purchaser such title to the Purchased Assets, as provided herein.

10.11 Severability of Provisions. If any provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held to be invalid or enforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed herein.

10.12 Headings. The headings used in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

10.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

10.14 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of West Virginia (without reference to any conflicts of laws principles thereof).

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

**MOUNTAIN STATE UNIVERSITY, INC.**

By:  \_\_\_\_\_

Name: Elmer Coppoolse

Title: Authorized Board Member for Mountain State University, Inc.

Date: 16 JAN 15

**WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS on behalf of WEST VIRGINIA UNIVERSITY**

By:  \_\_\_\_\_

Name: Narvel G. Weese, Jr.

Title: Vice President for Administration and Finance, West Virginia University

Date: 16 JAN 15

## FIRST AMENDMENT TO PURCHASE AGREEMENT

**THIS FIRST AMENDMENT TO PURCHASE AGREEMENT** (the "Amendment") is hereby made and entered into as of the 12<sup>th</sup> day of March, 2015 by and between **MOUNTAIN STATE UNIVERSITY, INC.**, a West Virginia non-profit corporation ( "Seller"), and **WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS**, on behalf of **WEST VIRGINIA UNIVERSITY**, a state institution of higher education ( "Purchaser").

### RECITALS

A. Purchaser and Seller are parties to that certain Purchase Agreement dated as of January 16, 2015 (the "Purchase Agreement"). Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to Section 7.1 of the Purchase Agreement, the Due Diligence Period commenced on January 17, 2015 and terminates on March 17, 2015. The parties now desire to extend the Due Diligence Period until May 1, 2015 solely for the purposes and otherwise subject to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00), the mutual covenants, terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. As used in the Purchase Agreement and herein, "Due Diligence Period" shall mean the period commencing January 17, 2015 and extending until 5 p.m. Eastern Time, May 1, 2015. Notwithstanding anything contained in the Purchase Agreement or herein to the contrary, the parties hereto agree that Purchaser's right to terminate the Purchase Agreement under Section 7.1 thereof after the date hereof shall be limited solely to Purchaser's failure to receive during the Due Diligence Period environmental reports on the Purchased Assets (including, but not limited to, reports based on "Phase II" environmental investigations and inspections of the Purchased Assets, together with all tests, analyses and studies obtained during or resulting from such investigations and inspections) satisfactory to Purchaser, in its sole discretion, in all respects (all such reports, investigations, inspections, tests, analyses and studies being collectively referred to herein as the "Environmental Reports"). Without limiting the generality of the foregoing, if (i) Purchaser fails to receive during the Due Diligence Period Environmental Reports based upon Phase II environmental investigations and inspections of the Purchased Assets, or (ii) Purchaser receives such Environmental Reports during the Due Diligence Period but is not satisfied, in its sole discretion, with any of the findings, recommendations or other aspect of any of such Environmental Reports, Purchaser shall have the right to terminate the Purchase Agreement upon written notice to Seller given prior to the expiration of the Due Diligence Period.

2. This Amendment may be executed by facsimile or email and the printed product of such facsimile or email transmission shall constitute an original of this Amendment. This Amendment may be executed and delivered in any number of counterparts, each of which,

when so executed and delivered, shall be and constitute an original and one and the same document.

3. Except as expressly modified by this Amendment, the Purchase Agreement remains unmodified and in full force and effect.

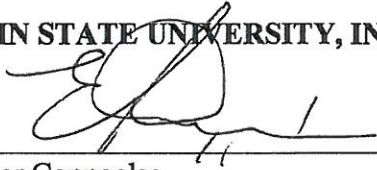
4. This Amendment shall be governed by and construed in accordance with the laws of the State of West Virginia.

**[Signatures on following page]**

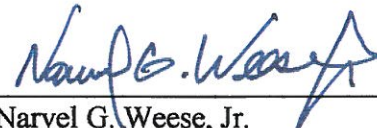


**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their duly authorized representatives on the date and year set forth below.

**MOUNTAIN STATE UNIVERSITY, INC.**

By:   
Name: Elmer Coppoolse  
Title: Authorized Board Member for Mountain State University, Inc.  
Date: 3/17/15

**WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS on behalf of WEST VIRGINIA UNIVERSITY**

By:   
Name: Narvel G. Weese, Jr.  
Title: Vice President for Administration and Finance, West Virginia University  
Date: 3/17/15

## Schedule 1.1(a)(i)

### Real Property

#### 100 Grove Avenue TMP 36-60

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Grove Avenue, standing as a corner to Mountain State University, Inc. (DB 5017, page 7440); thence leaving said Mountain State University, Inc. and with said Grove Avenue

**N 34° 31' 45" E 50.00** feet to a point in an intersection of Grove Avenue and Minnesota Avenue; thence leaving Grove Avenue and with Minnesota Avenue

**S 53° 57' 15" E 91.00** feet to a point in Minnesota Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5019, Page 1992); thence leaving said Minnesota Avenue and with other lands of said Mountain State University, Inc.

**S 34° 31' 45" W 50.00** feet to a point in the line of said Mountain State University, Inc., standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Mountain State University, Inc.

**N 53° 57' 15" W 91.00** feet to the place of beginning, **containing 0.10 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Mary Campbell Rentals, LLC et al, by deed dated the 1<sup>st</sup> day of September, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5019 at Page 1992.

#### 700 South Kanawha /102A Street TMP 36 (18-20)

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point near the southern right of way line of South Kanawha Street and in "A" Street; thence leaving said "A" Street and with said South Kanawha Street

**S 55° 04' 53" E 66.50** feet to a point near the southern right of way line of said South Kanawha Street, standing as a corner to Mountain State University, Inc. (DB 5019, Page 5451); thence leaving said South Kanawha Street and with said Mountain State University, Inc.

**S 33° 12' 14" W 236.62** feet to a point, standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc.

**N 54° 16' 18" W 68.66** feet to a point in "A" Street; thence with said "A" Street

**N 33° 43' 13" E 235.60** feet to the place of beginning, **containing 0.37 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission by deed dated the 29<sup>th</sup> day of September, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5019 at Page 5451.

**104 Alabama Avenue TMP 36-94**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point near the right of way line of Alabama Avenue, standing as a corner to Mountain State University, Inc. (DB 5018, Page 9552); thence leaving said Alabama Avenue with said Mountain State University, Inc. for a partial line, and with other lands of Mountain State University, Inc. (DB 5014, Page 6243) for the remainder

**S 52° 23' 59" E 101.27** feet to a point in the line of Raleigh County Building Commission (DB 5012, Page 9331), standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of Mountain State University, Inc. and with other lands of said Raleigh County Building Commission for a partial line, and with other lands of Mountain State University, Inc. (DB 5019, Page 6581) for the remainder

**S 42° 40' 01" W 50.00** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving other lands of said Mountain State University, Inc. and with said Raleigh County Building Commission

**N 52° 23' 59" W 101.27** feet to a bent 5/8" iron pin (found) near the right of way line of Alabama Avenue, standing as a corner to said Raleigh County Building Commission; thence leaving said Raleigh County Building Commission and with said Alabama Avenue

**N 42° 40' 01" E 50.00** feet to the place of beginning, **containing 0.12 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Campbell Woofter Real Estate, LLC et al, by deed dated the 1<sup>st</sup> day of September, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5019 at Page 1993.

**106 Grove Avenue TMP 36-56**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point near the eastern right of way line of Grove Avenue, standing as a corner to Mountain State University, Inc. (DB 5016, Page 4500); thence leaving said Mountain State University, Inc. and with said Grove Avenue

**N 34° 31' 45" E 50.00** feet to a point in Grove Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5017, Page 2556); thence leaving said Grove Avenue and with other lands of said Mountain State University, Inc.

**S 53° 57' 15" E 130.00** feet to a point in the line of an alley, standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said alley

**S 34° 31' 45" W 50.00** feet to a point in the end of said alley, standing as a corner to said Mountain State University, Inc.; thence leaving said alley and with said Mountain State University, Inc.

**N 53° 57' 15" W 130.00** feet to the place of beginning, **containing 0.15 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Howard E. Yeager and Carol E. Yeager, by deed dated the 4<sup>th</sup> day of April, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5017 at Page 3114.

**107 Beaver Avenue TMP 36-30**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a 5/8" iron pin (found) in the western right of way line of Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Mountain State University, Inc. and with said Beaver Avenue

**S 30° 24' 10" W 60.00** feet to a point in the western right of way line of said Beaver Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Beaver Avenue with other lands of said Mountain State University, Inc.

**N 62° 35' 50" W 116.50** feet to a ½" iron pin (found) in the line of other lands of said Mountain State University, Inc., standing as a corner to now or formerly Silea Luchini (MR 146, Page 474); thence leaving said Mountain State University, Inc. and with said Luchini

**N 30° 24' 10" E 60.00** feet to a point in the line of said Luchini, standing as a corner to said Mountain State University, Inc.; thence leaving said Luchini and with said Mountain State University, Inc.

**S 62° 35' 50" E 116.50** feet to the place of beginning, **containing 0.16 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April, 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

### **109 Beaver Avenue TMP 36-31**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the western right of way line of Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Mountain State University, Inc. and with said Beaver Avenue

**S 30° 02' 16" W 75.00** feet to a point in the western right of way line of Beaver Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5040, Page 9877); thence leaving said Beaver Avenue and with other lands of said Mountain State University, Inc.

**N 62° 57' 44" W 171.51** feet to a ½" iron pin (found) in the line of now or formerly Silea Luchini (MR 146, Page 474), standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other land of said Mountain State University, Inc. and with said Luchini

**N 30° 02' 16" E 75.00** to a ½" iron pin (found) in the line of other lands of Silea Luchini (MR 146, Page 474), standing as a corner to said Luchini; thence leaving Silea Luchini with other lands of said Luchini for a partial line, and with said Mountain State University, Inc. for the remainder

**S 62° 57' 44" E 171.51** feet to the place of beginning, **containing 0.29 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

### **109 West Virginia Street TMP 36-52**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point near the northern right of way line of West Virginia Street and at the edge of a two foot reservation; thence leaving said West Virginia Street and with said reservation

**N 54° 31' 10" E 163.74** feet to a point at the edge of a two foot reservation, standing as a corner to Mountain State University, Inc. (DB 5026, Page 3348); thence leaving said reservation and with said Mountain State University, Inc.

**S 29° 26' 10" W 148.30** feet to a pipe (found) in the northern right of way line of West Virginia Street, standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. and with said West Virginia Street

**N 60° 33' 50" W 69.42** feet to the place of beginning, **containing 0.12 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Imogene H. Dodd, et al, by deed dated the 5<sup>th</sup> day of October, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5019 at Page 6092.

**110 Alabama Avenue TMP 36-91**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a 5/8" iron pin (found) near the eastern right of way line of Alabama Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Alabama Avenue and with said Raleigh County Building Commission

**S 52° 23' 59" E 101.27** feet to a 5/8" iron pin (found) in the line of now or formerly Charles W. McDaniel (DB 5032, Page 398), standing as a corner to said Raleigh County Building Commission; thence leaving said Raleigh County Building Commission, with said McDaniel for a partial line, and with Bobbi A. Dempsey (MR 41, Page 1417) for the remainder

**S 42° 40' 01" W 46.50** feet to a 5/8" iron pin (found) in the line of said Dempsey, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Dempsey and with other lands of said Raleigh County Building Commission

**N 52° 23' 59" W 101.27** feet to a point near the eastern right of way line of Alabama Avenue; thence leaving other lands of said Raleigh County Building Commission and with said Alabama Avenue

**N 42° 40' 01" E 46.50** feet to the place of beginning, containing 0.11 acres, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State

University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15th day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**111 Beaver Avenue TMP 36-33**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a 3/8" iron pin (found) in the western right of way line of Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Beaver Avenue and said Mountain State University, Inc.

**N 60° 56' 37" W 171.51** feet to a point in the end of Minnesota Avenue, standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc., with said Minnesota Avenue for a partial line, and with now or formerly Silea Luchini (MR146, Page 474) for the remainder

**N 30° 03' 23" E 50.00** feet to a point in the line of said Silea Luchini, standing as a corner to other lands of Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Silea Luchini and with other lands of said Mountain State University, Inc.

**S 60° 56' 37" E 171.51** feet to a point in the western right of way line of said Beaver Avenue, standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Beaver Avenue

**S 30° 03' 23" W 50.00** feet to the place of beginning, **containing 0.20 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April, 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University by Mountain State University Endowment Fund, Inc., by deed dated the 29th day of September, 2010, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5040 at Page 9877.

**115 Beaver Avenue TMP 36-34**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Beaver Avenue and with said Mountain State University, Inc.

**N 60° 45' 18" W 171.51** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5022, Page 2044), standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. with other lands of said Mountain State University, Inc. for partial line, and with the end of Minnesota Avenue for the remainder

**N 30° 14' 42" E 50.00** feet to a point in the end of said Minnesota Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5040, Page 9877); thence leaving said Minnesota Avenue and with other lands of said Mountain State University, Inc.

**S 60° 45' 18" E 171.51** feet to a point in said Beaver Avenue, standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Beaver Avenue

**S 30° 14' 42" W 50.00** feet to the place of beginning, **containing 0.20 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April, 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission, by deed dated the 10th day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022, at Page 2044.

#### **115 West Virginia Street TMP 36-50**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a lead plug & tack (found) in the northern right of way line of West Virginia Street, standing as a corner to Mountain State University, Inc. (DB 5026, Page 3348); thence leaving said West Virginia Street and with said Mountain State University, Inc.

**N 29° 32' 10" E 148.95** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5036, Page 7436), standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**S 61° 03' 50" E 54.00** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to Charles W. and Glenda McGraw (DB 503, page 356); thence leaving other lands of said Mountain State University, Inc. and with said McGraw

**S 29° 32' 10" W 149.61** feet to a 5/8" iron pin (found) in the northern right of way line of said West Virginia Street; thence leaving said McGraw and with said West Virginia Street

**N 60° 21' 50" W 54.00** feet to the place of beginning, **containing 0.19 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015,



attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Pamela C. Leonard and Melissa Y. Cooper, by deed dated the 12<sup>th</sup> day of August, 2009, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5036 at Page 6955.

**201 Beaver Avenue TMP 36-35**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the western right of way line of Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5036, Page 8863); thence leaving said Beaver Avenue, with said Mountain State University, Inc. for a partial line, and with other lands of said Mountain State University, Inc. (DB 5022, Page 2044) for the remainder

**N 60° 45' 18" W 171.51** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to other lands of Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with other lands of said Mountain State University, Inc. the following two courses

**N 30° 14' 42" E 50.00** feet to a point; thence

**S 60° 45' 18" E 171.51** feet to a point in the western right of way line of Beaver Avenue, standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Beaver Avenue

**S 30° 14' 42" W 50.00** feet to the place of beginning, **containing 0.20 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission, by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**202 Riley Street TMP 36-107**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Riley Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said Riley Street

**N 06° 41' 01" E 49.29** feet to a point in said Riley Street, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with other lands of said Raleigh County Building Commission

**S 65° 25' 59" E 135.14** feet to a point in Alabama Avenue, standing as a corner to other lands of said Raleigh County Building Commission; thence leaving other lands of said Raleigh County Building Commission, with Alabama Avenue for a partial line, and with other lands of Raleigh County Building Commission (DB 5012, Page 9331) for the remainder

**S 42° 40' 01" W 50.70** feet to a point, standing as a corner to other lands of said Raleigh County Building Commission and said Raleigh County Building Commission; thence leaving other lands of said Raleigh County Building Commission and with said Raleigh County Building Commission

**N 64° 43' 59" W 104.26** feet to the place of beginning, **containing 0.13 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**205 Beaver Avenue TMP 36-40**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a nail (found) in the western right of way line of Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 3036, Page 8863); thence leaving said Mountain State University, Inc. and with said Beaver Avenue

**S 30° 14' 46" W 50.00** feet to a nail (found) in the western right of way line of Beaver Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5036, Page 7436); thence leaving said Beaver Avenue and with other lands of said Mountain State University, Inc.

**N 60° 45' 14" W 107.04** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to other lands of Mountain State University, Inc. (DB 5022, Page 2044); thence leaving other lands of Mountain State University, Inc. and with other lands of Mountain State University, Inc.

**N 30° 20' 33" E 50.00** feet to a point in the line of said Mountain State University, Inc., standing as a corner to other lands of Mountain State University, Inc.; thence leaving other lands of Mountain State University, Inc. and with said Mountain State University, Inc.

**S 60° 45' 14" E 106.96** feet to the place of beginning, **containing 0.12 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April, 2015,

attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Edward Donalson et al, by deed dated the 11<sup>th</sup> day of December, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5024 at Page 9207.

**205 Riley Street TMP 36-108**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a 5/8" iron pin (found) in Riley Street, standing as a corner to now or formerly Michael V. and Rosemary Lawson (DB 692, Page 135); thence leaving said Riley Street and with said Lawson

**N 80° 54' 50" W 100.04** feet to a 5/8" iron pin (found) at the end of an alley; thence leaving said Lawson and with the eastern right of way line of said alley

**N 07° 10' 10" E 28.40** feet to a 5/8" iron pin (found) in the eastern right of way line of said alley, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said alley and with said Raleigh County Building Commission

**S 81° 49' 50" E 100.00** feet to a point in said Riley Street, standing as a corner to said Raleigh County Building Commission; thence leaving said Raleigh County Building Commission and with said Riley Street

**S 07° 10' 10" W 30.00** feet to the place of beginning, **containing 0.07 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**210 Minnesota Avenue (lot 97 O'Dell Hall bldg. lot) TMP 36-97**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue; thence with said Minnesota Avenue

**S 52° 20' 59" E 135.15** feet to a point in Alabama Avenue; thence with said Alabama Avenue the following two courses

**S 26° 19' 01" W 87.35** feet to a point; thence

**S 42° 43' 01" W 197.84** feet to a point in said Alabama Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Alabama Avenue and with said Raleigh County Building Commission

**N 52° 20' 59" W 101.30** feet to a point, standing as a corner to said Raleigh County Building Commission and other lands of said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission, with other lands of Raleigh County Building Commission for a partial line, with Mountain State University, Inc. (DB 5008, Page 1772) for a partial line and, with other lands of said Raleigh County Building Commission for the remainder

**N 30° 53' 01" E 284.70** feet to the place of beginning, **containing 0.82 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**320 South Kanawha Street TMP 19-27.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of South Kanawha Street, standing as a corner to now or formerly Spire Properties, Inc. (DB 5022, Page 1828); thence leaving said Spire Properties, Inc. and with said South Kanawha Street

**S 89° 11' 28" E 150.65** feet to a point in the western right of way line of School Street; thence leaving said South Kanawha Street, with said School Street for a partial line, and with Raleigh County Building Commission (DB 5012, Page 9331) for the remainder

**S 09° 47' 53" W 220.09** feet to a nail (found), standing as a corner to said Raleigh County Building Commission and other lands of said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of Raleigh County Building Commission the following three courses

**N 79° 29' 31" W 85.35** feet to a lead plug and tack (found); thence

**S 10° 16' 45" W 8.32** feet to a lead plug and tack (found); thence

**N 79° 36' 24" W 95.67** feet to a point, standing as a corner to said Spire Properties, Inc.; thence leaving other lands of said Raleigh County Building Commission and with said Spire Properties, Inc.

**N 18° 50' 29" E 205.37** feet to the place of beginning, **containing 0.80 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**320 South Kanawha Street TMP 19-27.2**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a lead plug and tack (found), standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence with said Raleigh County Building Commission

**S 79° 29' 31" E 85.35** feet to a nail (found), standing as a corner to other lands of said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of said Raleigh County Building Commission the following four courses

**S 39° 29' 22" E 18.37** feet to a nail (found); thence

**S 10° 21' 54" W 164.15** feet to a point; thence

**N 79° 43' 15" W 99.13** feet to a point; thence

**N 10° 16' 45" E 176.36** feet to a lead plug and tack (found), standing as a corner to said Raleigh County Building Commission; thence leaving other lands of said Raleigh County Building Commission and with said Raleigh County Building Commission

**N 10° 16' 45" E 8.32** feet to the place of beginning, **containing 0.40 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**320 South Kanawha Street TMP 19-36**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the western right of way line of Church Street, standing as a corner to now or formerly Bullfrog and Butterflies Daycare, Inc. (MR 34, Page 2347); thence leaving said Church Street and with said Bullfrog and Butterflies Daycare, Inc. for the following two courses

**N 82° 17' 36" W 147.64** feet to a nail (found); thence

**S 05° 49' 07" W 92.68** feet to a  $\frac{3}{4}$ " iron pin (found), standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Bullfrog and Butterflies Daycare, Inc. and with said Raleigh County Building Commission

**N 83° 23' 22" W 86.94** feet to a  $\frac{3}{4}$ " iron pin (found), standing as a corner to said Raleigh County Building Commission; thence with said Raleigh County Building Commission for a partial line and with other lands of said Raleigh County Building Commission (DB 5012, Page 9331) for the remainder

**N 10° 21' 54" E 198.52** feet to a nail (found), standing as a corner to other lands of said Raleigh County Building Commission; thence with other lands of said Raleigh County Building Commission the following two courses

**N 39° 29' 22" W 18.37** feet to a nail (found); thence

**N 09° 47' 53" E 16.86** feet to a point in the end of School Street right of way line; thence leaving other lands of said Raleigh County Building Commission, with said School Street, and with other lands of said Raleigh County Building Commission (DB 5012, Page 9331) for the remainder

**S 81° 57' 52" E 131.65** feet to a  $\frac{5}{8}$ " iron pin (found), standing as a corner to Mountain State University, Inc. (DB 5019, Page 9735); thence leaving other lands of said Raleigh County Building Commission and with said Mountain State University, Inc.

**S 08° 21' 21" W 45.00** feet to a point, standing as a corner to said Mountain State University, Inc.; thence with said Mountain State University, Inc. for a partial line and now or formerly Pat C. Fragile (DB 5010, Page 3135) for the remainder

**S 81° 58' 39" E 105.00** feet to a point in the western right of way line of Church Street; thence leaving said Fragile and with said Church Street

**S 08° 20' 43" W 87.02** feet to the place of beginning, **containing 0.76 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**400 South Kanawha Street TMP 19-29**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the intersection of the eastern right of way line of School Street and the southern right of way line of South Kanawha Street; thence leaving said School Street and with said South Kanawha Street

**ALONG A CURVE TO THE RIGHT** having a radius of **579.33** feet, an arc length of **72.34** feet and a chord bearing and distance of **S 82° 36' 57" E 72.34** feet to a nail (found), standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission

**S 09° 02' 17" W 206.84** feet to a point, standing as a corner to other lands of said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of said Raleigh County Building Commission

**N 81° 57' 52" W 75.00** feet to a railroad spike (found) in the eastern right of way line of said School Street; thence leaving other lands of said Raleigh County Building Commission and with said School Street

**N 09° 47' 53" E 206.09** feet to the place of beginning, **containing 0.35 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**500 South Kanawha Street TMP 36-1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of South Kanawha Street; thence with said South Kanawha Street

**S 71° 15' 55" E 81.50** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission the following two courses

**S 16° 28' 59" W 84.16** feet to a point; thence

**S 68° 36' 00" E 35.74** feet to a roof bolt (found), standing as a corner to Mountain State University, Inc. (DB 5013, Page 2963) and now or formerly Samuel E. and Sharron L. Hampton (DB 750, Page 777); thence leaving said Raleigh County Building Commission, said Mountain State University, Inc., with said Hampton for a partial line, and though said Minnesota Avenue for the remainder

**S 23° 10' 56" W 89.19** feet to a 1" iron pin (found) in said Minnesota Avenue; thence with said Minnesota

**N 50° 42' 33" W 108.52** feet to a lead plug and tack (found) in the eastern right of way line of Church Street and in said Minnesota Avenue; thence through said Minnesota Avenue for a partial line and with Church Street the remainder

**N 08° 38' 57" E 125.40** feet to a point in the eastern right of way line of said Church Street and in the southern right of way line of South Kanawha Street; thence leaving said Church Street and with said South Kanawha Street

**N 56° 00' 01" E 16.48** feet to the place of beginning, **containing 0.35 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**503 South Kanawha Street TMP 17-333**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission

**N 24° 07' 44" E 194.79** feet to a point, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of said Raleigh County Building Commission



**S 66° 52' 30" E 40.81** feet to a point, standing as a corner to Mountain State University Endowment Fund, Inc. (DB 5009, Page 2620); thence leaving said other lands of Raleigh County Building Commission and with said Mountain State University Endowment Fund, Inc.

**S 21° 26' 15" W 190.94** feet to a point in the northern right of way line of South Kanawha Street; thence leaving said Mountain State University Endowment Fund, Inc. and with said South Kanawha Street

**N 71° 21' 19" W 50.00** feet to the place of beginning, **containing 0.20 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain state University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**505 South Kanawha Street TMP 17-332**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission

**N 21° 26' 15" E 246.58** feet to a point, standing as a corner to now or formerly Bernard Doss (DB 5012, Page 1281); thence leaving said Raleigh County Building Commission and with said Doss

**N 21° 02' 34" E 46.36** feet to a point in the line of other lands of said Raleigh County Building Commission (DB 5012, Page 1281); thence leaving said Doss and with other lands of said Raleigh County Building Commission the following two courses

**S 27° 12' 12" E 23.74** feet to a point; thence

**N 85° 25' 15" E 20.36** feet to a point, standing as a corner to Mountain State University (DB 5041, Page 6); thence leaving said Raleigh County Building Commission and with said Mountain State University the following five courses

**S 18° 34' 57" W 30.00** feet to a point; thence

**N 77° 03' 31" W 27.00** feet to a ½" iron pin (found); thence

**S 17° 43' 59" W 60.00** feet to a ½" iron pin (found); thence

**S 55° 36' 55" E 27.00** feet to a ½" iron pin (found); thence

**S 18° 34' 57" W 184.10** feet to a lead plug and tack (found) in the northern right of way line of South Kanawha Street; thence leaving said Mountain State University and with said South Kanawha Street

**N 71° 21' 19" W 50.00** feet to the place of beginning, **containing 0.24 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto The College of West Virginia, Inc. by Joseph C. Foster, by deed dated the 18<sup>th</sup> day of October, 1993, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Micro Roll 46 at Page 2147.

### **506 South Kanawha Street TMP 36-2**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a ½" iron pin (found) in South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said South Kanawha Street

**S 74° 19' 04" E 51.50** feet to a point, standing as a corner to Mountain State University, Inc. (DB 5013, Page 2165); thence leaving said South Kanawha Street and with said Mountain State University, Inc.

**S 20° 41' 03" W 91.42** feet to a nail (found) in the line of now or formerly Samuel E. and Sharron L. Hampton (DB 750, Page 777); thence leaving said Mountain State University, Inc. and with said Hampton

**N 69° 08' 27" W 57.50** feet to a roof bolt (found), standing as a corner to said Raleigh County Building Commission; thence leaving said Hampton and with said Raleigh County Building Commission for the following three lines

**N 23° 10' 56" E 22.00** feet to a 5/8" iron pin (found); thence

**S 68° 36' 00" E 6.33** feet to a 5/8" iron pin (found); thence

**N 19° 43' 09" E 64.86** feet to the place of beginning, **containing 0.11 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc by Leo A. Vecellio, Jr. et al, by deed dated the 27<sup>th</sup> day of February, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5013 at Page 2163.

**507 South Kanawha Street TMP 17-331**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a lead plug and tack (found) in the northern right of way line of South Kanawha Street, standing as a corner to Mountain State University Endowment Fund, Inc. (DB 5009, Page 2620); thence leaving said South Kanawha Street and with Mountain State University Endowment Fund, Inc. for the following five courses

**N 18° 34' 57" E 184.10** feet to a ½" iron pin (found); thence

**N 55° 36' 55" W 27.00** feet to a ½" iron pin (found); thence

**N 17° 43' 59" E 60.00** feet to a ½" iron pin (found); thence

**N 77° 03' 31" W 27.00** feet to a point; thence

**N 18° 34' 57" E 30.00** feet to a point in the line of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Mountain State University Endowment Fund, Inc and with said Raleigh County Building Commission

**N 85° 25' 15" E 56.71** feet to a ½" iron pin (found), standing as a corner to now or formerly Timothy Tuttle (MR 76, Page 1812) and other lands of Mountain State University Endowment Fund, Inc (DB 5009, Page 2623); thence leaving said Raleigh county Building Commission, said Tuttle, and with other lands of said Mountain State University Endowment Fund, Inc.

**S 19° 01' 10" W 311.24** feet to a point in the northern right of way line of South Kanawha Street; thence leaving said other lands of Mountain State University Endowment Fund, Inc. and with said South Kanawha Street

**N 65° 52' 45" W 55.00** feet to the place of beginning, **containing 0.39 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University by Mountain state University Endowment Fund, Inc, by deed dated the 29<sup>th</sup> day of September, 2010, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5041 at Page 0006.

**508 South Kanawha Street TMP 36-3**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in South Kanawha Street, standing as a corner to Mountain State University, Inc. (DB 5013, Page 2163); thence leaving said Mountain State University, Inc. said South Kanawha Street

**S 69° 08' 27" E 50.00** feet to a point in South Kanawha Street; thence leaving said South Kanawha Street for a partial line, and with The College of West Virginia, Inc. (MR 39, Page262) for the remainder

**S 20° 41' 03" W 91.42** feet to a ½" iron pin (found), standing as a corner to now or formerly Samuel E. and Sharron L. Hampton (DB 750, Page 777); thence leaving said The College of West Virginia, Inc. and with said Hampton

**N 69° 08' 27" W 50.00** feet to a nail (found), standing as a corner to said Mountain State University, Inc.; thence leaving said Hampton and with said Mountain State University

**N 20° 41' 03" E 91.42** feet to the place of beginning, **containing 0.10 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc by Leo A. Vecellio, Jr. et al, by deed dated the 27<sup>th</sup> day of February, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5013 at Page 2165.

**509 South Kanawha Street TMP 17-330**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of South Kanawha Street, standing as a corner to Mountain State University (DB 5041, Page 6); thence leaving said South Kanawha Street and with Mountain State University

**N 19° 01' 10" E 311.24** feet to a ½" iron pin (found), standing as a corner to now or formerly Timothy Tuttle (MR 76, Page 1812); thence leaving said Mountain State University with said Tuttle for a partial line, and with now or formerly Lena M. Cuckler (DB 42, Page 846) for the remainder

**N 88° 14' 59" E 77.69** feet to a roof bolt (found), standing as a corner to other lands of Mountain State University (DB 5041, Page 6); thence leaving said Cuckler and with Mountain State University

**S 21° 51' 59" W 346.02** feet to a point in the northern right of way line of said South Kanawha Street; thence leaving said Mountain State University and with said South Kanawha Street

**N 63° 58' 55" W 55.87** feet to the place of beginning, **containing 0.48 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015,

attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University Endowment Fund Inc. by Mountain state University Building Company, by deed dated the 19<sup>th</sup> day of March, 2003, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5009 at Page 2623.

**510 South Kanawha (Parcel 6 part of LRC) TMP 36-6**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of South Kanawha Street and in the line of Mountain State University, Inc. (DB 5013, Page 2965); thence leaving said Mountain State University, Inc. and with said South Kanawha Street

**ALONG A CURVE TO THE RIGHT** having a radius of **660.00** feet, an arc length of **60.02** feet and a chord bearing and distance of **S 63° 43' 24" E 60.00** feet to a point, standing as a corner to The College of West Virginia, Inc. (MR 39, Page 2713); thence leaving said South Kanawha Street, with said The College of West Virginia, Inc. for a partial line and with other lands of said The College of West Virginia, Inc. (MR 68, Page 421)

**S 21° 17' 46" W 121.07** feet to a point in the line of other lands of said The College of West Virginia, Inc., standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving other lands of said The College of West Virginia, Inc. and with said Raleigh County Building Commission

**N 61° 47' 54" W 58.40** feet to a point, standing as a corner to now or formerly Samuel E. and Sharron L. Hampton (DB 750, Page 777); thence leaving said Raleigh County Building Commission and with said Hampton

**N 19° 43' 09" E 31.23** feet to a ½" iron pin (found), standing as a corner to said Hampton and said Mountain State University, Inc.; thence leaving said Hampton and with said Mountain State University, Inc.

**N 20° 41' 03" E 88.05** feet to the place of beginning, **containing 0.16 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto The College of West Virginia by Samuel E. Hampton et al, by deed dated the 1<sup>st</sup> day of July, 1993, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Roll 43 at Page 262.

**511 South Kanawha Street TMP 17-329**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of South Kanawha Street, standing as a corner to Mountain State University Endowment Fund, Inc (DB 5009, Page 2623); thence leaving South Kanawha Street and with Mountain State University Endowment Fund, Inc.

**N 21° 51' 59" E 346.02** feet to a roof bolt (found) in the line of now or formerly Lena M. Cuckler (DB 42, Page 846); thence leaving said Mountain State University Endowment Fund, Inc. and with said Cuckler

**N 86° 53' 59" E 98.00** feet to a point in Garden Terrace; thence leaving Cuckler and with said Garden Terrace

**S 12° 20' 01" E 101.00** feet to a point; thence with said Garden Terrace for a partial line and then with the western right of way line of Crawford Street for the remainder

**S 24° 10' 59" W 329.91** feet to a point in the northern right of way line of said South Kanawha Street; thence leaving said Crawford Street and with said South Kanawha Street

**N 57° 06' 01" W 134.77** feet to the place of beginning, **containing 1.19 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University by Mountain State University Endowment Fund, Inc, by deed dated the 29<sup>th</sup> day of September, 2010, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5041 at Page 0006.

**512 South Kanawha Street (Part of LRC) TMP 36-7**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of South Kanawha Street, standing as a corner to The College of West Virginia, Inc. (MR 43, Page 262); thence leaving said The College of West Virginia, Inc. and with said South Kanawha Street the following two courses

**ALONG A CURVE TO THE RIGHT** having a radius of **660.00** feet, an arc length of **47.33** feet and a chord bearing and distance of **S 59° 03' 48" E 47.33** feet to a point; thence

**S 57° 00' 31" E 22.56** feet to a point, standing as a corner to Beckley College (DB 761, Page 562); thence leaving said South Kanawha Street and with said Beckley College

**S 24° 41' 31" W 69.34** feet to a point, standing as a corner to other lands of The College of West Virginia, Inc. (MR 68, Page 421) and said Beckley College; thence leaving said Beckley College and with other lands of said The College of West Virginia, Inc.

**N 61° 03' 27" W 65.23** feet to a point, standing as a corner to said The College of West Virginia, Inc. and other lands of said The College of West Virginia; thence leaving said other lands of The College of West Virginia and with said The College of West Virginia

**N 21° 17' 46" E 73.04** feet to the place of beginning, **containing 0.11 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto The College of West Virginia, Inc. by Raymond E. and Karen R. Myers by deed dated the 26<sup>th</sup> day of April, 1993, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Roll Book 39 at Page 2713.

**514 Donnelson Lane TMP 36-42.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the line and standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence with said Mountain State University, Inc. the following two courses

**S 60° 03' 41" E 64.90** feet to a point; thence

**S 18° 34' 02" W 52.31** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5036, Page 7436), standing as a corner to said Mountain State University, Inc; thence leaving said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 60° 45' 14" W 64.75** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Mountain State University, Inc.

**N 18° 34' 02" E 53.11** feet to the place of beginning, **containing 0.08 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission, by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**514 Donnelson Lane TMP 36-42.2**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the line and standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence with said Mountain State University, Inc. the following two courses

**S 60° 03' 41" E 91.37** feet to a point; thence

**S 18° 34' 02" W 53.11** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5036, Page 7436), standing as a corner to said Mountain State University, Inc; thence leaving said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 60° 45' 14" W 125.00** feet to a point in the line of said Mountain State University, Inc., standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Mountain State University, Inc

**N 53° 18' 22" E 58.37** feet to the place of beginning, **containing 0.13 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**514 Donnelson Lane TMP 36-42.3**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the line and standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence with said Mountain State University, Inc. the following two courses

**S 60° 03' 41" E 56.62** feet to a point; thence

**S 27° 52' 02" W 50.74** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5036, Page 7436), standing as a corner to said Mountain State University, Inc; thence leaving said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 60° 45' 14" W 48.14** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Mountain State University, Inc.

**N 18° 34' 02" E 52.32** feet to the place of beginning, **containing 0.06 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West



Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**514 South Kanawha Street TMP 36-9**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line, standing as a corner to The College of West Virginia, Inc. (MR 39, Page 713); thence leaving said The College of West Virginia, Inc. and with said South Kanawha Street

**S 57° 00' 31" E 79.18** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission

**S 26° 56' 31" W 218.09** feet to a point in the northern right of way line of Minnesota Avenue; thence leaving said Raleigh County Building Commission and with Minnesota Avenue

**N 52° 46' 16" W 10.31** feet to a point, standing as a corner to other lands of The College of West Virginia, Inc. (MR 72, Page 2312); thence leaving said Minnesota Avenue and with other lands of said The College of West Virginia, Inc. the following two courses

**N 26° 56' 31" E 120.45** feet to a point; thence

**N 59° 19' 29" W 64.80** feet to a point in the line of other lands of The College of West Virginia, Inc. (MR 68, Page 421); thence with other lands of said The College of West Virginia, Inc. for a partial line and with said The College of West Virginia, Inc. for the remainder

**N 24° 41' 31" E 100.00** feet to the place of beginning, **containing 0.20 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Beckley College by Edward J. Derwinski, by deed dated the 2<sup>nd</sup> day of October, 1990, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 761 at Page 562.

**516 South Kanawha Street TMP 36-11**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of South Kanawha Street, standing as a corner to Beckley College (DB 761, Page 562); thence leaving said Beckley College and with said South Kanawha Street

**S 57° 00' 31" E 95.00** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission

**S 27° 11' 46" W 225.04** feet to a point in the northern right of way line of Minnesota Avenue; thence leaving said Raleigh County Building Commission and with said Minnesota Avenue

**N 52° 46' 16" W 95.00** feet to a point, standing as a corner to said Beckley College; thence leaving said Minnesota Avenue and with said Beckley College

**N 26° 56' 31" E 218.09** feet to the place of beginning, **containing 0.48 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**612 South Kanawha Street TMP 36-13**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said South Kanawha Street for the following two courses

**ALONG A CURVE TO THE RIGHT** having a radius of **2670.00** feet, an arc length of **94.84** feet and a chord bearing and distance of **S 55° 23' 53" E 94.84** feet to a point; thence

**S 54° 22' 49" E 11.67** feet to a point, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with other lands of said Raleigh County Building Commission

**S 32° 22' 36" W 231.41** feet to a point in the northern right of way line of Minnesota Avenue, standing as a corner to other lands of said Raleigh County Building Commission; thence leaving other lands of said Raleigh County Building Commission and with said Minnesota Avenue the following two courses

**N 52° 06' 45" W 4.65** feet to a point; thence

**N 52° 46' 16" W 91.35** feet to a point, standing as a corner to said Raleigh County Building Commission; thence leaving said Minnesota Avenue and with said Raleigh County Building Commission

**N 29° 40' 11" E 227.83** feet to the place of beginning, **containing 0.53 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**614 South Kanawha Street TMP 36-14**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said South Kanawha Street

**S 54° 22' 49" E 51.00** feet to a point, standing in a line of other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with other lands of said Raleigh County Building Commission the following two courses

**S 32° 24' 52" W 116.71** feet to a point; thence

**N 53° 14' 47" W 50.99** feet to a point, standing as a corner to said Raleigh County Building Commission; thence leaving other lands of said Raleigh County Building Commission and with said Raleigh County Building Commission

**N 32° 22' 36" E 115.70** feet to the place of beginning, **containing 0.14 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**616 South Kanawha Street TMP 36-17**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said South Kanawha Street

**S 54° 22' 49" E 53.25** feet to a point in the western right of way line of "A" Street; thence leaving said South Kanawha Street and with said "A" Street

**S 33° 36' 21" W 85.00** feet to a point, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said "A" Street and with other lands of said Raleigh County Building Commission the following two courses

**N 52° 32' 14" W 51.60** feet to a point; thence

**N 32° 24' 52" E 83.42** feet to the place of beginning, **containing 0.10 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**704 South Kanawha Street TMP 36-22**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a 5/8" iron pin (found) near the southern right of way line of South Kanawha Street, standing as a corner to Mountain State University, Inc. (DB 5019, Page 5451); thence leaving said Mountain State University, Inc. and with said South Kanawha Street the following four courses

**S 60° 52' 29" E 19.11** feet to a point; thence

**S 62° 07' 41" E 28.31** feet to a point; thence

**S 64° 35' 07" E 39.08** feet to a point; thence

**S 67° 34' 11" E 1.41** feet to a nail (found) near the southern right of way line of said South Kanawha Street, standing as a corner to other lands of Mountain State University, Inc. (DB 5031, Page 4047); thence with other lands of said Mountain State University, Inc. the following three courses

**S 33° 41' 14" W 129.74** feet to a 5/8" iron pin (found); thence

**S 56° 18' 46" E 10.00** feet to a 5/8" iron pin (found); thence

**S 33° 41' 14" W 129.70** feet to a 5/8" iron pin (found), standing as a corner to other lands of said Mountain State University, Inc.; thence

**N 51° 43' 04" W 93.07** feet to a point, standing as a corner to said Mountain State University, Inc.; thence with said Mountain State University, Inc.

**N 32° 37' 14" E 241.74** feet to the place of beginning, **containing 0.52 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Jan-Care Ambulance of Raleigh County Inc., by deed dated the 5<sup>th</sup> day of May, 2008, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5031 at Page 4047.

### **706 South Kanawha Street TMP 36-23**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

BEGINNING at a nail (found) near the southern right of way line of South Kanawha Street, standing as a corner to Mountain State University, Inc. (DB 5031, Page 4047); thence leaving said Mountain State University, Inc. and with said South Kanawha Street

**S 67° 34' 11" E 99.84** feet to a nail (found) near the southern right of way line of South Kanawha Street, standing as a corner to now or formerly George Oswald Cales (DB 5049, Page 4436); thence with said Cales

**S 33° 41' 14" W 282.77** feet to a 5/8" iron pin (found) in Minnesota Avenue, standing as a corner to said Cales; thence leaving said Cales and with Minnesota Avenue for a partial line

**N 53° 48' 46" W 88.00** feet to a 5/8" iron pin (found), standing as a corner to said Mountain State University, Inc.; thence with said Mountain State University, Inc. the following three courses

**N 33° 41' 14" E 129.70** feet to a 5/8" iron pin (found); thence

N 56° 18' 46" W 10.00 feet to a 5/8" iron pin (found); thence

N 33° 41' 14" E 129.74 feet to the place of beginning, containing 0.58 acres, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Jan-Care Ambulance of Raleigh County Inc., by deed dated the 5th day of May, 2008, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5031 at Page 4047.

**720 South Kanawha Street TMP 36-28**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in South Kanawha Street; thence with South Kanawha Street

**S 63° 05' 50" E 102.21** feet to a point in the southern right of way line of said South Kanawha Street; thence leaving said South Kanawha Street

**ALONG A CURVE TO THE RIGHT** having a radius of **13.50** feet, an arc length of **22.03** feet and a chord bearing and distance of **S 16° 21' 04" E 19.67** feet to a point in the western right of way line of Beaver Avenue; thence with said Beaver Avenue

**S 30° 24' 10" W 93.67** feet to a point in the western right of way line of said Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Beaver Avenue and with said Mountain State University, Inc.

**N 62° 35' 50" W 116.50** feet to a point in the line of now or formerly Silea Luchini (MR 146, Page 474) standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. and with said Luchini

**N 30° 24' 10" E 107.00** feet to the place of beginning, **containing 0.29 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**Lot Behind 205 Beaver Avenue TMP 36-41**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the line and standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence with said Mountain State University, Inc. for a partial line and with other lands of Mountain State University, Inc. (DB 5036, Page 8063) for the remainder

**S 60° 11' 38" E 70.08** feet to a point, standing as a corner to other lands of Mountain State University, Inc. (DB 5036, Page 8063) and (DB 5024, Page 9207); thence leaving other lands of said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**S 30° 20' 33" W 50.00** feet to a point in the line and standing as a corner to other lands of Mountain State University, Inc. (DB 5024, Page 9207) and (DB 5036, Page 7436); thence leaving other lands of said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 60° 45' 14" W 70.00** feet to a point in the line and standing as a corner to other lands of Mountain State University, Inc. (DB 5036, Page 7436) and (DB 5022, Page 2044); thence leaving other lands of said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 30° 14' 22" E 50.68** feet to the place of beginning, **containing 0.08 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission, by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**Lot Behind 205 Beaver Avenue TMP 36-42**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the line and standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence with said Mountain State University, Inc. the following two courses

**S 60° 16' 37" E 5.93** feet to a point; thence

**S 30° 14' 22" W 50.68** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5036, Page 7436), standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 60° 45' 14" W 3.83** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Mountain State University, Inc.

**N 27° 52' 02" E 50.74** feet to the place of beginning, **containing 0.01 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission, by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**Lot Behind 510 South Kanawha Street (Parcel 6.1) TMP 36-6.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point, standing as a corner to now or formerly Samuel E. and Sharron L. Hampton (DB 750, Page 777) and The College of West Virginia, Inc. (MR 43, Page 262); thence leaving said Hampton and with said The College of West Virginia, Inc.

**S 61° 47' 54" E 58.40** feet to a point in the line of other lands of said The College of West Virginia, Inc. (MR 68, Page 421); thence leaving said The College of West Virginia, Inc. and with other lands of said The College of West Virginia

**S 21° 17' 46" W 2.91** feet to a point in the line of other lands of said The College of West Virginia, Inc., standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said other lands of said The College of West Virginia, Inc. and with said Raleigh County Building Commission

**N 58° 58' 45" W 58.82** feet to the place of beginning, **containing 84 square feet**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Minnesota Avenue (Lot 10 behind LRC) TMP 36-10**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of Minnesota Avenue, standing as a corner to The College of West Virginia, Inc. (MR 68, Page 421); thence leaving said Minnesota Avenue, with said



The College of West Virginia, Inc. for a partial line, and with other lands of The College of West Virginia, Inc. (MR 68, Page 421) for the remainder

**N 24° 41' 31" E 113.83** feet to a point in the line of other lands of said The College of West Virginia, Inc., standing as a corner to Beckley College (DB 761, Page 562); thence leaving other lands of said The College of West Virginia, Inc. and with said Beckley College the following two courses

**S 59° 19' 29" E 64.80** feet to a point; thence

**S 26° 56' 31" W 120.45** feet to a point in the northern right of way line of Minnesota Avenue; thence leaving said Beckley College and with said Minnesota Avenue

**N 52° 46' 16" W 61.18** feet to the place of beginning, **containing 0.17 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto The College of West Virginia, Inc. by Emma M. Raines, by deed dated the 24<sup>th</sup> day of April, 1995, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Micro Roll 72 at Page 2312.

**Minnesota Avenue (Lot 8 behind LRC) TMP 36-8**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of Minnesota Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Minnesota Avenue and with said Raleigh County Building Commission

**N 21° 17' 46" E 76.91** feet to a point, standing as a corner to said Raleigh County Building Commission and The College of West Virginia, Inc.; thence leaving said Raleigh County Building Commission and with said The College of West Virginia, Inc.

**S 68° 09' 27" E 36.57** feet to a point, standing as a corner to said The College of West Virginia, Inc and other lands of The College of West Virginia, Inc.; thence leaving said The College of West Virginia, Inc. and with other lands of said The College of West Virginia, Inc. the following three courses

**S 09° 10' 33" W 23.50** feet to a point; thence

**S 18° 28' 33" W 33.57** feet to a point; thence

**S 23° 54' 33" W 31.99** feet to a point in the northern right of way line of said Minnesota Avenue; thence leaving other lands of said The College of West Virginia, Inc. and with said Minnesota Avenue

**N 52° 46' 16" W 43.36** feet to the place of beginning, **containing 0.08 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto The College of West Virginia, Inc. by Charles D. Branham and Pauline M. Branham, by deed dated the 13<sup>th</sup> day of August, 1993, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Micro roll 43 at Page 3.

**Minnesota Avenue (Lot 36 at end of Minnesota Avenue) TMP 36-36**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue, standing as a corner to Mountain State University, Inc. (DB 5023, Page 11); thence leaving said Mountain State University, Inc. and with said Minnesota Avenue

**S 60° 45' 18" E 135.00** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5022, Page 2044) and at the end of Minnesota Avenue; thence leaving said Minnesota Avenue and with other lands of said Mountain State University, Inc. the following two courses

**S 30° 14' 42" W 75.00** feet to a point; thence

**N 60° 45' 18" W 135.00** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc and with said Mountain State University, Inc.

**N 30° 14' 42" E 75.00** feet to the place of beginning, **containing 0.23 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**202 Minnesota Avenue TMP 36-100**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said Minnesota Avenue

**S 52° 06' 28" E 50.00** feet to a point in said Minnesota Avenue, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Minnesota Avenue and with said Raleigh County Building Commission

**S 24° 55' 26" W 137.91** feet to a point in the line of Mountain State University, Inc. (DB 5008, Page 1772); thence leaving said other lands of Raleigh County Building Commission and with said Mountain State University, Inc.

**N 52° 23' 59" W 42.77** feet to a point in the line of said Mountain State University, Inc., standing as a corner to said Raleigh County Building Commission; thence leaving said Mountain State University, Inc. and with said Raleigh County Building Commission

**N 22° 03' 27" E 139.93** feet to the place of beginning, **containing 0.14 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**300 Minnesota Avenue TMP 36-96**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue; thence with Minnesota Avenue

**S 52° 23' 59" E 76.00** feet to a point in Minnesota Avenue, standing as a corner to Mountain State University, Inc. (DB 6243, Page 5014); thence leaving said Minnesota Avenue and with said Mountain State University, Inc.

**S 42° 40' 01" W 119.91** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5019, Page 993), standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 52° 23' 59" W 50.50** feet to a point near the eastern right of way of Alabama avenue, standing as a corner to other lands of said Mountain State University, Inc.; thence leaving said other lands of Mountain State University, Inc. and with Alabama Avenue the following two courses

**N 42° 40' 01" E 31.35** feet to a 5/8" iron pin (bent, found); thence

**N 26° 16' 01" E 89.96** feet to the place of beginning, **containing 0.16 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Nikki J. Anderson, by deed dated the 12<sup>th</sup> day of August, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5018 at Page 9552.

**302 Minnesota Avenue TMP 36-95**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue, standing as a corner to Mountain State University, Inc. (DB 5018, Page 9552); thence leaving said Mountain State University, Inc. and with said Minnesota Avenue

**S 52° 23' 59" E 50.77** feet to a point in Minnesota Avenue; thence with said Minnesota Avenue for a partial line and with Raleigh County Building Commission (DB 5012, Page 9331)

**S 42° 40' 01" W 120.00** feet to a point in the line of said Raleigh County Building Commission, standing as a corner to Mountain State University, Inc. (DB 5019, Page 1993); thence leaving said Raleigh County Building Commission and with said Mountain State University, Inc.

**N 52° 23' 59" W 50.77** feet to a point in the line of said Mountain State University, Inc., standing as a corner to other lands of Mountain State University, Inc. (DB 5018, Page 9552); thence leaving said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 42° 40' 01" E 120.00** feet to the place of beginning, **containing 0.14 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Tom & Jerry, Inc, by deed dated the 30<sup>th</sup> day of June, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5014 at Page 6243.

**506 Minnesota Avenue TMP 36-58**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue and at the edge of an alley; thence leaving said alley and with said Minnesota Avenue

**S 55° 44' 04" E 73.50** feet to a point in Minnesota Avenue and at the edge of an alley; thence leaving said Minnesota Avenue and with said alley

**S 52° 03' 56" W 100.00** feet to a point in the end of an alley; thence with the end of an alley

**S 55° 44' 04" E 10.50** feet to a point in the line of Mountain State University, Inc. (DB 5022, Page 2044) and in the end of an alley; thence leaving said alley, with said Mountain State University, Inc. for a partial line, and with other lands of Mountain State University, Inc. (DB 5036, Page 7436) for the remainder

**S 52° 03' 56" W 110.00** feet to a point in the edge of an alley and in the line of other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said alley

**N 55° 44' 04" W 14.51** feet to a point in the edge of an alley; thence with the edge of said alley

**N 32° 44' 56" E 200.02** feet to the place of beginning, **containing 0.20 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission, by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**508 Minnesota Avenue (lot 37) TMP 36-37**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue and at the end of an alley; thence leaving said alley and with said Minnesota Avenue

**S 60° 45' 18" E 40.00** feet to a point in Minnesota Avenue, standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Minnesota Avenue and with said Mountain State University, Inc. the following two courses

**S 30° 14' 42" W 75.00** feet to a point; thence

**N 60° 45' 18" W 71.46** feet to a point in the edge of an alley, standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. and with said alley

**N 52° 51' 12" E 81.84** feet to the place of beginning, **containing 0.10 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Edwin Kenneth Davidson et al, by deed dated the 28<sup>th</sup> day of June, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5023 at Page 0011.

**510 Minnesota Avenue TMP 36-38.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the edge of an alley, standing as a corner to Mountain State University, Inc. (DB 5023, Page 11); thence leaving said alley, with said Mountain State University, Inc. for a partial line, and with other lands of Mountain State University, Inc. (DB 5022, page 2044) for the remainder

**S 60° 45' 18" E 224.79** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to other lands of Mountain State University, Inc. (DB 5036, Page 8863); thence leaving other lands of said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**S 32° 14' 42" W 49.68** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5022, Page 2044), standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 60° 03' 45" W 242.00** feet to a point, standing as a corner and in the line of other lands of said Mountain State University, Inc.; thence with other lands of said Mountain State University, Inc. for a partial line and with edge of said alley for a partial line

**N 52° 12' 47" E 50.71** feet to the place of beginning, **containing 0.26 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission, by deed dated the 10<sup>th</sup> day of May, 2008, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**313 South Kanawha Street TMP 18-86.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission

**N 01° 56' 14" E 51.51** feet to a point, standing as a corner to other lands of said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of said Raleigh County Building Commission the following two courses

**N 87° 04' 33" E 133.79** feet to a point; thence

**S 46° 09' 42" E 24.80** feet to a point in the western right of way line of Vale Street; thence leaving said other lands of Raleigh County Building Commission and with said Vale Street

**S 03° 22' 03" W 41.88** feet to a point in the northern right of way line of said South Kanawha Street; thence leaving said Vale Street and with said South Kanawha Street

**N 89° 44' 27" W 150.79** feet to the place of beginning, **containing 0.19 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Andrew Dickens, by deed dated the 13<sup>th</sup> day of June, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 5568.

**501 South Kanawha Street TMP 17-275.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence with said Raleigh County Building Commission

**N 24° 07' 44" E 52.30** feet to a point, standing as a corner to now or formerly Bernard Doss (DB 5012, Page 1281); thence leaving said Raleigh County Building Commission and with said Doss

**S 71° 50' 26" E 38.40** feet to a point, standing as a corner to Mountain State University Endowment Fund, Inc. (DB 5009, Page 2620); thence leaving said Doss and with said Mountain State University Endowment Fund, Inc.

**S 21° 26' 15" W 55.64** feet to a point, standing as a corner to said Raleigh County Building Commission; thence leaving said Mountain State University Endowment Fund, Inc. and with said Raleigh County Building Commission

**N 66° 52' 30" W 40.81** feet to the place of beginning, **containing 0.05 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**710 South Kanawha Street TMP36-25**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

BEGINNING at a point near the southern right of way line of South Kanawha Street, standing as a corner to now or formerly George Oswald Cales (DB 5049, Page 4436); thence leaving said Cales and with said South Kanawha Street

S 67° 56' 55" E 107.46 feet to a point near the southern right of way line of said South Kanawha Street, standing as a corner to now or formerly Silea Luchini (MR 146, Page 478); thence with said Luchini the following three courses

S 31° 59' 05" W 56.55 feet to a point; thence

S 43° 25' 05" W 76.70 feet to a point; thence

S 52° 38' 05" W 198.99 feet to a point in Minnesota Avenue; thence leaving said Luchini and with Minnesota Avenue

N 49° 59' 55" W 44.83 feet to a point in said Minnesota Avenue, standing as a corner to said Cales; thence leaving said Minnesota Avenue and with said Cales

N 36° 39' 05" E 294.10 feet to the place of beginning, containing 0.60 acres, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University by Mountain State University Endowment Fund, Inc, by deed dated the 29th day of September, 2010, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5040 at Page 9881.

**108 Alabama Avenue TMP 36-92 and 108 Alabama Avenue TMP 36-93**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a bent 5/8" iron pin (found) near the eastern right of way line of Alabama Avenue, standing as a corner to Mountain State University, Inc. (DB 5019, Page 1993); thence leaving said Alabama Avenue and with said Mountain State University, Inc.

**S 52° 23' 59" E 101.27** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5019, Page 6581); thence leaving said Mountain State University, Inc., with other lands of said Mountain State University, Inc. for a partial line, with other lands of Mountain State University, Inc. (DB 5026, Page 5134) for a partial line, and now or formerly Charles W. McDaniel (DB 5032, Page 398) for the remainder



**S 42° 40' 01" W 103.50** feet to a 5/8" iron pin (found) in the line of said McDaniel, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said McDaniel and with other lands of said Raleigh County Building Commission

**N 52° 23' 59" W 101.27** feet to a 5/8" iron pin (found) near the eastern right of way line of Alabama Avenue; thence leaving other lands of said Raleigh County Building Commission and with said Alabama Avenue

**N 42° 40' 01" E 103.50** feet to the place of beginning, **containing 0.24 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

#### **112 Alabama Avenue TMP 36-90**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

BEGINNING at a point near the eastern right of way line of Alabama Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Alabama Avenue and with said Raleigh County Building Commission

**S 52° 23' 59" E 101.27** feet to a 5/8" iron pin (found) in the line of now or formerly Bobbi A. Dempsey (MR 41, Page 1417), standing as a corner to said Raleigh County Building Commission; thence leaving said Raleigh County Building Commission and with said Dempsey

**S 42° 40' 01" W 9.85** feet to a 5/8" iron pin (found), standing as a corner to said Dempsey; thence with said Dempsey for a partial line and with Richard K. and Sherese J. Foster (DB 726, Page 517) for the remainder

**S 71° 48' 01" W 31.06** feet to a 5/8" iron pin (found) in the line of said Foster, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Foster and with other lands of said Raleigh County Building Commission

**N 69° 30' 59" W 92.61** feet to a 5/8" iron pin (found) near the eastern right of way line of said Alabama Avenue; thence leaving other lands of said Raleigh County Building Commission and with said Alabama Avenue

**N 42° 40' 01" E 63.01** feet to the place of beginning, containing 0.10 acres, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15th day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**104 Grove Avenue TMP 36-57**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue, standing as a corner to Mountain State University, Inc. (DB 5017, Page 314); thence leaving said Mountain State University, Inc. and with said Grove Avenue

**N 34° 31' 45" E 48.00** feet to a point in Grove Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5017, Page 7440); thence leaving said Grove Avenue and with other lands of said Mountain State University, Inc.

**S 53° 57' 15" E 130.00** feet to a point in the line of an alley, standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said alley

**S 34° 31' 45" W 48.00** feet to a point in the line of an alley, standing as a corner to said Mountain State University, Inc.; thence leaving said alley and with said Mountain State University, Inc.

**N 53° 57' 15" W 130.00** feet to the place of beginning, **containing 0.14 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Harold E. Lester et al, by deed dated the 30<sup>th</sup> day of March, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5017 at Page 2556.

**108 Grove Avenue TMP 36-55**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point near the eastern right of way line of Grove Avenue, standing as a corner to now or formerly Betty Jo Amick (MR 36, page 961); thence leaving said Amick and with said Grove Avenue

**N 50° 19' 45" E 44.70** feet to a point near the eastern right of way line of Grove Avenue, standing as a corner to Mountain State University, Inc. (DB 5017, Page 3114); thence leaving said Grove Avenue, with said Mountain State University, Inc. for a partial line, and with an alley for the remainder

**S 53° 57' 15" E 158.88** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5036, Page 7436) and at the end of an alley; thence leaving said alley and with other lands of said Mountain State University, Inc., and with the edge of a two foot reservation for the remainder

**S 54° 13' 45" W 84.87** feet to a point in the line of a two foot reservation, standing as a corner to said Amick; thence leaving said reservation and with said Amick

**N 39° 22' 15" W 148.20** feet to the place of beginning, **containing 0.22 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Robert Wayne Farrell and Teresa Joyce Farrell, by deed dated the 24<sup>th</sup> day of January, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5016 at Page 4500.

**108 Riley Street TMP 36-102**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Riley Street, standing as a corner to said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said Riley Street

**N 08° 16' 01" E 89.50** feet to a point in said Riley Street; thence leaving said Riley Street for a partial line and with Mountain State University, Inc. (DB 5008, Page 1772) for the remainder

**S 52° 23' 59" E 155.21** feet to a point, standing as a corner to said Mountain State University, Inc. and other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Mountain State University, Inc. and with other lands of said Raleigh County Building Commission for the following two courses

**S 30° 53' 01" W 43.00** feet to a 5/8" iron pin; thence

**N 69° 16' 59" W 121.64** feet to the place of beginning, **containing 0.20 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**109 Riley Street TMP 36-120.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a 5/8" iron pin (found) on the western right of way line of Riley Street, standing as corner to Raleigh County Building Commission (DB 5012, Page 9331); thence with said Raleigh County Building Commission and leaving said Riley Street and with partial line of Pedro Torrico, II (MR 41, Page 2635)

**N 81° 49' 03" W 96.29** feet to a 1/2" iron pin (found), standing as corner to said Torrico; thence continuing with line of said Torrico

**N 11° 19' 44" E 51.58** feet to a point, standing in line of Don F. and Charlotte A. Levey (DB 623, Page 464), thence with said Levey

**S 81° 49' 03" E 93.36** feet to a point in a utility pole in the western right of way line of said Riley Street; then along said Riley Street

**S 08° 04' 13" W 51.50** feet to the place of beginning, **containing 0.11 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004 of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**112 Riley Street TMP 36-104**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Riley Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said Riley Street

**N 07° 22' 01" E 96.75** feet to a point in said Riley Street, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with other lands of said Raleigh County Building Commission for the following four courses

**S 69° 16' 59" E 121.64** feet to a 5/8" iron pin (found); thence

**S 30° 53' 01" W 89.62** feet to a point; thence

**N 66° 36' 59" W 42.53** feet to a point; thence

**N 80° 10' 59" W 41.76** feet to the place of beginning, **containing 0.21 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West

Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**204 Riley Street TMP 36-103**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Riley Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with said Raleigh County Building Commission

**S 64° 43' 59" E 104.26** feet to a point, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of said Raleigh County Building Commission the following two courses

**S 42° 40' 01" W 35.31** feet to a point; thence

**N 82° 22' 59" W 79.14** feet to a point in said Riley Street; thence leaving other lands of said Raleigh County Building Commission and with said Riley Street

**N 07° 41' 01" E 60.52** feet to the place of beginning, **containing 0.10 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**203 Beaver Avenue TMP 36-39**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the western right of way line of Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Mountain State University, Inc. and with said Beaver Avenue

**S 31° 26' 59" W 50.04** feet to a nail (found) in the western right of way line of Beaver Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5024, Page 9207); thence leaving said Beaver Avenue, with other lands of said Mountain State University, Inc. for a partial line, and with other lands of said Mountain State University, Inc. (DB 5022, Page 2044) for the remainder

**N 60° 36' 40" W 153.86** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with other lands of said Mountain State University, Inc. the following two courses

**N 32° 14' 42" E 49.68** feet to a point; thence

**S 60° 45' 18" E 153.18** feet to the place of beginning, **containing 0.18 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Gary L. Foster and Cleo C. Foster, by deed dated the 31<sup>st</sup> day of August, 2009, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5036 at Page 8863.

#### **410 Neville Street TMP 23-54**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the intersection of the southern right of way line of Neville Street and the eastern right of way line of Alaska Avenue; thence leaving said Alaska Avenue and along said Neville Street

**N 53° 03' 03" E 148.90** feet to a point, standing as a corner to now or formerly Regional Education Service Agency (DB 5005, Page 2087); thence leaving said Neville Street and with said Regional Education Service Agency the following two courses

**S 31° 53' 57" E 160.00** feet to a point; thence

**N 53° 03' 03" E 9.70** feet to a nail (found) , standing as a corner to now or formerly M and M Uptown Development, LLC (DB 5026, Page 7919); thence leaving said Regional Education Service Agency and with said M and M Uptown Development, LLC

**S 24° 31' 57" E 39.70** feet to a 5/8" iron pin (found) in the northern right of way line of said Alaska Avenue; thence leaving said M and M Uptown Development, LLC and with said Alaska Avenue the following five courses

**S 56° 50' 03" W 150.60** feet to a point; thence

**ALONG A CURVE TO THE RIGHT** having a radius of **5.00** feet, an arc length of **8.35** feet and a chord bearing and distance of **N 75° 25' 39" W 7.41** feet to a point; thence

**N 29° 16' 57" W 45.40** feet to a point; thence

**N 56° 50' 03" E 0.70** feet to a point; thence

**N 31° 53' 57" W 138.00** feet to the place of beginning, **containing 0.67 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission, by Mountain State University, Inc., by deed dated the 15th day of April, 2004, of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 5012, at Page 9331.

**Crawford Street Property TMP 17-297**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of Crawford Street, standing as a corner to now or formerly Roger J. Lucas (DB 5026, Page 652); thence leaving said Lucas and with said Crawford Street

**S 66° 33' 53" E 50.00** feet to a point, standing as a corner to now or formerly Lisa G. Craddock (DB 5047, Page 5028); thence leaving said Crawford Street and with said Craddock

**S 23° 19' 14" W 197.60** feet to a point in the northern right of way line of a twelve foot alley; thence leaving said Craddock and with said alley

**N 66° 47' 38" W 50.00** feet to a point, standing as a corner to said Lucas; thence leaving said alley and with said Lucas

**N 23° 19' 14" E 197.80** feet to the place of beginning, **containing 0.23 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Minnesota Avenue (Lots 8.1 & 8.2 behind LRC) TMP 36-8.1, 36-8.2**

**TMP 36-8.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point, standing as a corner to The College of West Virginia, Inc. (MR 43, Page 262) and other lands of said The College of West Virginia, Inc. (MR 39, Page 2713); thence leaving said The College of West Virginia, Inc. and with other lands of said The College of West Virginia, Inc.

**S 61° 03' 27" E 65.23** feet to a point, standing as a corner to Beckley College (DB 761, Page 562); thence leaving said other lands of The College of West Virginia, Inc., with said Beckley College for a partial line, and with other lands of The College of West Virginia, Inc. (MR 72, Page 2312) for the remainder

**S 24° 41' 31" W 52.00** feet to a point, standing as a corner to other lands of The College of West Virginia, Inc. (MR 68, Page 421); thence with other lands of said The College of West Virginia, Inc.

**N 68° 09' 27" W 61.57** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said other lands of said The College of West Virginia, Inc., with Raleigh County Building Commission for a partial line, and with said The College of West Virginia, Inc. for the remainder

**N 21° 17' 46" E 60.00** feet to the place of beginning, **containing 0.08 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto The College of West Virginia, Inc. by Lenox Profitt and Roberta J. Profitt, by deed dated the 14<sup>th</sup> day of November, 1994, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Micro Roll 68 at Page 421.

**TMP 36-8.2**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of Minnesota Avenue, standing as a corner to The College of West Virginia, Inc. (MR 43, Page 3); thence leaving said Minnesota Avenue and with said The College of West Virginia, Inc. the following three courses

**N 23° 54' 33" E 31.99** feet to a point; thence

**N 18° 28' 33" E 33.57** feet to a point; thence

**N 09° 10' 33" E 23.50** feet to a point, standing as a corner to other lands of The College of West Virginia, Inc. (MR 68, Page 421); thence leaving said The College of West Virginia, Inc. and with other lands of said The College of West Virginia, Inc.

**S 68° 09' 27" E 25.00** feet to a point, standing as a corner to other lands of The College of West Virginia, Inc. (MR 72, Page 2312); thence with the other lands of said The College of West Virginia, Inc.



**S 24° 41' 31" W 92.49** feet to a point in the northern right of way line of Minnesota Avenue; thence leaving other lands of said The College of West Virginia, Inc. and with Minnesota Avenue

**N 52° 46' 16" W 14.97** feet to the place of beginning, **containing 0.04 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto The College of West Virginia, Inc. by Lenox Profitt and Roberta J. Profitt, by deed dated the 14<sup>th</sup> day of November, 1994, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book MR 68 at Page 421.

**Minnesota Avenue (Lot 98, 99, O'Dell Hall Lot) TMP 36-98 and Minnesota Avenue (Lot 98, 99, O'Dell Hall Lot) TMP 36-99**

**Minnesota Avenue (Lot 98, 99, O'Dell Hall Lot) TMP 36-98**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said Minnesota Avenue

**S 52° 06' 28" E 50.00** feet to a point in the line of other lands of Raleigh County Building Commission (DB 5012, Page 9331) and said Minnesota Avenue; thence leaving said Minnesota Avenue and with other lands of said Raleigh County Building Commission

**S 30° 53' 01" W 134.97** feet to a point, standing as a corner to other lands of said Raleigh County Building Commission and Mountain State University, Inc. (DB 5008, Page 1772); thence leaving other lands of said Raleigh County Building Commission and with said Mountain State University, Inc.

**N 52° 23' 59" W 42.75** feet to a point in the line of said Mountain State University, Inc., standing as a corner to said Raleigh County Building Commission; thence leaving Mountain State University, Inc. and with said Raleigh County Building Commission

**N 27° 52' 03" E 136.26** feet to the place of beginning, **containing 0.14 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Minnesota Avenue (Lot 98, 99, O'Dell Hall Lot) TMP 36-99**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said Minnesota Avenue

**S 52° 06' 28" E 50.00** feet to a point, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Minnesota Avenue and with other lands of said Raleigh County Building Commission

**S 27° 52' 03" W 136.26** feet to a point in the line of Mountain State University, Inc. (DB 5008, Page 1772); thence leaving other lands of said Raleigh County Building Commission and with said Mountain State University, Inc.

**N 52° 23' 59" W 42.77** feet to a point in the line of said Mountain State University, Inc., standing as a corner to said Raleigh County Building Commission; thence leaving said Mountain State University, Inc. and with said Raleigh County Building Commission

**N 24° 55' 26" E 137.91** feet to the place of beginning, **containing 0.14 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Vale Street Parking I TMP 18-54, Vale Street Parking I TMP 18-86, Vale Street Parking I TMP 18-89, Vale Street Parking I TMP 18-91**

**Vale Street Parking I TMP 18-54**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of East Main Street, standing as a corner to now or formerly Melvin W. and Quadena R. Evans (DB 683, Page724); thence leaving said East Main Street

with said Evans for a partial line and with now or formerly Frederick A. Farris for the remainder (MR 144, Page 572)

**S 25° 29' 16" E 222.46** feet to a point in the line of said Farris, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Farris and with said Raleigh County Building Commission

**S 49° 01' 04" W 27.47** feet to a point, standing as a corner to said Raleigh County Building Commission; thence with said Raleigh County Building Commission for a partial line and now or formerly Melvin W. and Quadena R. Evans (DB 5007, Page 5747) for the remainder

**N 25° 29' 16" W 230.10** feet to a point in said East Main Street; thence leaving said Evans and with said East Main Street

**N 65° 09' 46" E 26.48** feet to the place of beginning, **containing 0.14 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Vale Street Parking I TMP 18-86**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the western right of way line of Vale Street, standing as a corner to Mountain State University, Inc. (DB 5022, Page 5568); thence leaving said Vale Street and with said Mountain State University, Inc. for the following two courses

**N 46° 09' 42" W 24.80** feet to a point; thence

**S 87° 04' 33" W 133.79** feet to a point, standing as a corner to the Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Mountain State University, Inc. and with said Raleigh County Building Commission the following three courses

**N 01° 56' 14" E 81.54** feet to a point; thence

**S 85° 46' 14" W 8.00** feet to a point; thence

**N 04° 13' 46" W 34.38** feet to a point, standing as a corner to now or formerly G.A.Mohler, Sr. et al; thence leaving said Raleigh County Building Commission and with said Mohler the following two courses

**N 65° 54' 46" E 23.28** feet to a point; thence

**N 31° 50' 14" W 52.74** feet to a point, standing as a corner to now or formerly William Mactaggart et al; thence leaving said Mohler and with said Mactaggart the following two courses

**N 65° 54' 46" E 12.17** feet to a 5/8" iron pin (found); thence

**N 24° 21' 06" W 48.81** feet to a 5/8" iron pin (found), standing as a corner to now or formerly Bank of Raleigh, Inc. (DB 682, Page 171); thence leaving said Mactaggart, with said Bank of Riley, Inc for a partial line, and with now or formerly Michael H. and Brenda M. Hunt (DB 5001, Page 447) for the remainder

**N 65° 25' 51" E 110.79** feet to a point, standing as a corner to said Hunt and other lands of said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Hunt, with other lands of said Raleigh County Building Commission for a partial line, and with said Vale Street right of way line for the remainder

**S 01° 21' 10" E 155.83** feet to a point at the end of said Vale Street right of way; thence leaving the end of said Vale Street right of way line and with the eastern right of way line of said Vale Street the following two courses

**N 88° 08' 50" E 77.11** feet to a point; thence

**S 03° 07' 18" W 122.22** feet to the place of beginning, **containing 0.65 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Vale Street Parking I TMP 18-89**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the eastern right of way line of Vale Street, standing as a corner to now or formerly City of Beckley (MR 24, Page 513); thence leaving said City of Beckley and with said Vale Street

**N 03° 07' 18" E 70.76** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Vale Street and with said Raleigh County Building Commission

**N 88° 08' 50" E 55.13** feet to a pipe (found), standing as a corner to other lands of said City of Beckley (MR 24, Page 513); thence leaving said Raleigh County Building Commission and with other lands of said City of Beckley

**S 03° 07' 18" W 77.30** feet to a point, standing as a corner to said City of Beckley leaving other lands of said City of Beckley and with said City of Beckley; thence

**N 85° 02' 42" W 54.95** feet to the place of beginning, **containing 0.09 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Vale Street Parking I TMP 18-91**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the line of now or formerly Frederik A. Farris (MR 149, Page 352), standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said Farris

**S 25° 29' 16" E 10.67** feet to a point standing as a corner to now or formerly Howard Gray Sr. (DB 5040, Page 8251); thence leaving said Farris and with said Gray the following two courses

**S 13° 31' 00" W 88.11** feet to a point; thence

**S 00° 52' 21" E 15.74** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Gray and with said Raleigh County Building Commission

**S 88° 23' 50" W 187.93** feet to a point, standing as a corner to Michael H. and Brenda M. Hunt (DB 5001, Page 4427); thence leaving said Raleigh County Building Commission with said Hunt for a partial line and with now or formerly Carl W. Roop and Clyde A. Smith Jr. (DB 5023, Page 7717) for the remainder

**N 41° 05' 26" E 155.07** feet to a ½" iron pin (found), standing as a corner to Melvin W. and Quadena R. Evans (DB 5007, Page 5747) for the following two courses

**S 25° 34' 09" E 20.59** feet to a ½" iron pin (found); thence

**N 65° 25' 31" E 65.05** feet to a ½" iron pin (found), standing as a corner to said Raleigh County Building Commission; thence leaving said Evans and with said Raleigh County Building Commission the following two courses

**S 25° 29' 16" E 30.00** feet to a point; thence

**N 49° 01' 04" E 27.47** feet to the place of beginning, **containing 0.37 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West

Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Vacant Lot Beside 112 Riley TMP 36-88**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Riley Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with said Raleigh County Building Commission

**S 81° 57' 24" E 79.14** feet to a point, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of said Raleigh County Building Commission

**S 79° 07' 24" E 97.17** feet to a 5/8" iron pin (found), standing as a corner to now or formerly Richard K. and Sherese J. Foster (DB 726, Page 517) and now or formerly Kevin and Melinda Bartlett (DB 5026, Page 9596); thence leaving said other lands of said Raleigh County Building Commission, said Foster, and with said Bartlett for a partial line, now or formerly George A. and Shirley V. Douglas (DB 579, Page 789) for a partial line, now or formerly Jan-Care Ambulance of Riley County, Inc. (DB 760, page 756) for the remainder

**S 39° 23' 36" W 153.17** feet to a 5/8" iron pin (found) in the line of said Jan-Care Ambulance of Riley County, Inc, standing as a corner to Mountain State University, Inc. (DB 5021, Page 9931); thence leaving said Jan-Care Ambulance of Riley County, Inc. and with said Mountain State University, Inc.

**N 64° 17' 24" W 100.34** feet to a point in the eastern right of way line of Riley Street; thence leaving said Mountain State University, Inc. and with said Riley Street

**N 07° 33' 36" E 105.18** feet to the place of beginning, **containing 0.39 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Vacant Lots Beside 112 Alabama TMP 36-88.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the end of Alabama Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with the end of said Alabama Avenue

**S 78° 56' 59" E 23.48** feet to a 5/8" iron pin (found) near the eastern right of way line of said Alabama Avenue, and other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Alabama Avenue and with other lands of said Raleigh County Building Commission

**S 69° 30' 59" E 92.61** feet to a 5/8" iron pin (found) in the line of now or formerly Richard K. and Sherese J. Foster (DB 726, Page 517), standing as a corner to other lands of said Raleigh County Building Commission; thence leaving other lands of said Raleigh County Building Commission and with said Foster

**S 71° 48' 01" W 48.35** feet to a 5/8" iron pin (found), standing as a corner to said Foster, now or formerly Kevin and Melinda Bartlett (DB 5026, Page 9565), and other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Foster and said Bartlett and with other lands of said Raleigh County Building Commission for the following two courses

**N 79° 32' 24" W 97.16** feet to a point; thence

**N 42° 40' 01" E 46.75** feet to the place of beginning, **containing 0.09 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

#### **400 Minnesota Avenue TMP 36-63**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue and in the line of Mountain State University, Inc. (DB 5014, page 6243); thence leaving said Mountain State University, Inc. and with said Minnesota Avenue

**S 52° 22' 49" E 41.37** feet to a point in Minnesota Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5017, page 4091); thence leaving said Minnesota Avenue and with other lands of said Mountain State University, Inc.

**S 39° 57' 11" W 150.56** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5019, Page 6581), standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 52° 22' 57" W 48.53** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5019, Page 1993), standing as a corner to other lands of said Mountain State University, Inc.; thence with other lands of said Mountain State University, Inc. for a partial line and with said Mountain State University, Inc. for the remainder

**N 42° 40' 01" E 151.02** feet to the place of beginning, **containing 0.16 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**504 Minnesota Avenue TMP 36-60.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue, standing as a corner to Mountain State University, Inc. (DB 5019, Page 1992); thence leaving said Mountain State University, Inc. and with said Minnesota Avenue

**S 53° 57' 15" E 39.00** feet to a point in Minnesota Avenue and at the edge of an alley; thence leaving said Minnesota Avenue and with said alley

**S 34° 31' 45" W 50.00** feet to a point in the edge of said alley, standing as a corner to other lands of Mountain State University, Inc. (DB 5017, Page 7440); thence leaving said alley and with other lands of said Mountain State University, Inc.

**N 53° 57' 15" W 39.00** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Mountain State University, Inc.

**N 34° 31' 45" E 50.00** feet to the place of beginning, **containing 0.04 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Mary Campbell Rentals, LLC et al, by deed dated the 1<sup>st</sup> day of September, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5019 at Page 1992.

**702 South Kanawha Street TMP 36-21**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:



**BEGINNING** at a point near the southern right of way line of South Kanawha Street, standing as a corner to Mountain State University, Inc. (DB 5019, Page 541); thence leaving said Mountain State University, Inc. and with said South Kanawha Street

**S 58° 37' 46" E 66.50** feet to a 5/8" iron pin (found) near the southern right of way line of said South Kanawha Street, standing as a corner to other lands of Mountain State University, Inc. (DB 5031, Page 4047); thence with other lands of said Mountain State University, Inc. and leaving said South Kanawha Street

**S 32° 37' 14" W 241.74** feet to a point, standing as a corner of other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc.

**N 54° 16' 18" W 68.99** feet to a point, standing as a corner to said Mountain State University, Inc.; thence with said Mountain State University, Inc.

**N 33° 12' 14" E 236.56** feet to the place of beginning, **containing 0.37 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission by deed dated the 29<sup>th</sup> day of September, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5019 at Page 5451.

**103 A Street TMP 36-16.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the western right of way line of "A" Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said "A" Street and with said Raleigh County Building Commission

**N 52° 18' 32" W 50.53** feet to a point in the line of other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of said Raleigh County Building Commission the following two courses

**N 32° 24' 52" E 52.00** feet to a point; thence

**S 52° 32' 14" E 51.60** feet to a point in the western right of way line of said "A" Street; thence leaving other lands of said Raleigh County Building Commission and with said "A" Street

**S 33° 36' 21" W 52.12** feet to the place of beginning, **containing 0.06 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015,

attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**116 Riley Street TMP 36-105**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Riley Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with said Raleigh County Building Commission the following two courses

**S 80° 10' 59" E 41.76** feet to a point; thence

**S 66° 36' 59" E 42.53** feet to a point, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of said Raleigh County Building Commission

**S 52° 23' 59" E 101.30** feet to a point in Alabama Avenue, standing as a corner to other lands of said Raleigh County Building Commission; thence leaving other lands of said Raleigh County Building Commission and with said Alabama Avenue

**S 42° 40' 01" W 18.18** feet to a point in said Alabama Avenue, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Alabama Avenue and with other lands of said Raleigh County Building Commission

**N 68° 10' 59" W 164.34** feet to a point in said Riley Street; thence leaving other lands of said Raleigh County Building Commission and with said Riley Street

**N 06° 39' 01" E 38.37** feet to the place of beginning, **containing 0.15 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**200 Riley Street TMP 36-106**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Riley Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said Riley Street

**N 07° 26' 01" E 43.58** feet to a point in said Riley Street, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with other lands of said Raleigh County Building Commission

**S 68° 10' 59" E 164.34** feet to a point in Alabama Avenue, standing as a corner to other lands of said Raleigh County Building Commission; thence leaving other lands of said Raleigh County Building Commission and with said Alabama Avenue

**S 42° 40' 01" W 52.13** feet to a point in said Alabama Avenue, standing as a corner to said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Alabama Avenue and with said Raleigh County Building Commission

**N 65° 25' 59" W 135.14** feet to the place of beginning, **containing 0.16 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April, 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Alley between 108 Riley & O'Dell Hall TMP 36-317**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Riley Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street, with said Raleigh County Building Commission for a partial line, and with other lands of said Raleigh County Building Commission (DB 5012, Page 9331) for the remainder

**S 52° 23' 59" E 160.13** feet to a point, standing as a corner to other lands of said Raleigh County Building Commission; thence with other lands of said Raleigh County Building Commission for the following two courses

**S 30° 53' 01" W 15.11** feet to a point; thence

**N 52° 23' 59" W 153.58** feet to a point in Riley Street in the line of other lands of said Raleigh County Building Commission; thence leaving said Raleigh County Building Commission and with said Riley Street

**N 08° 35' 59" E 17.16** feet to the place of beginning, **containing 0.05 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015,

attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by The City of Beckley, by deed dated the 19<sup>th</sup> day of September, 2002, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5008 at Page 1772.

**107 Grove Avenue TMP 36-64**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point near the western right of way line of Grove Avenue, standing as a corner to Mountain State University, Inc. (DB 5017, Page 4091); thence leaving said Mountain State University, Inc. and with said Grove Avenue

**S 35° 20' 27" W 48.27** feet to a point near the western right of way line of Grove Avenue and at the edge of a five foot reservation; thence leaving said Grove Avenue and with said reservation

**N 53° 08' 33" W 161.62** feet to a point at the edge of a five foot reservation and in the line of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said reservation, with said Raleigh County Building Commission for a partial line, and with other lands of Mountain State University, Inc. (DB 5019, Page 1993) for the remainder

**N 42° 40' 01" E 50.57** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving other lands of said Mountain State University, Inc., with other lands of said Raleigh County Building Commission for a partial line, and with said Mountain State University, Inc. for the remainder

**S 52° 22' 57" E 155.24** feet to the place of beginning, **containing 0.18 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Glenna A. Tran, by deed dated the 3<sup>rd</sup> day of October, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5019 at Page 6581.

**Lot 12 TMP 36-66**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point near the western right of way line of Grove Avenue, standing as a corner to Charles W. McDaniel (DB 5032, Page 398); thence leaving said Grove Avenue and with said McDaniel

**N 39° 21' 54" W 148.90** feet to a 5/8" iron pin (found) in the line of Raleigh County Building Commission (DB 5012, Page 9331), standing as a corner to said McDaniel; thence leaving said McDaniel and with said Raleigh County Building Commission

**N 42° 41' 40" E 14.42** feet to a point in the line of said Raleigh County Building Commission, standing as a corner to Mountain State University, Inc. (DB 5026, Page 5134); thence leaving said Raleigh County Building Commission and with said Mountain State University, Inc.

**S 53° 08' 33" E 155.36** feet to a point near the western right of way line of Grove Avenue, standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. and with said Grove Avenue

**S 50° 38' 06" W 51.28** feet to the place of beginning, **containing 0.11 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April, 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Thomas Clyde Lowe et al, by deed dated the 6<sup>th</sup> day of April, 2007, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5026 at Page 5134.

**705 S. Kanawha Lots 9, 10, 11, 12 located on right of 17-15, 16, 17, 18 Tax Map 17, Parcels 315-318**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a ½ inch iron pin (found) in the northern right of way line of South Kanawha Street, standing as a corner to now or formerly Mountain State University, Inc. (DB 5016, Page 7243); thence leaving said South Kanawha Street and with said Mountain State University, Inc.

**N 36° 12' 41" E 147.23** feet to a roof bolt (found) in the southern right or way line of a twelve foot alley; thence leaving said Mountain State University, Inc. and with said alley the following two courses

**S 59° 12' 30" E 8.70** feet to a roof bolt (found); thence

**S 66° 42' 13" E 85.50** feet to a roof bolt (found), standing as a corner to Raleigh County building Commission (DB 5012, Page 9331); thence leaving said alley and with said Raleigh County Building Commission

**S 22° 25' 20" W 147.08** feet to a point in the northern right of way line of said South Kanawha Street; thence leaving said Raleigh County Building Commission and with said South Kanawha Street the following four courses

**N 67° 31' 10" W 30.00** feet to a point; thence

**N 66° 12' 29" W 29.91** feet to a point; thence

**N 63° 44' 00" W 25.65** feet to a lead plug & tack (found); thence

**N 62° 05' 20" W 43.90** feet to the place of beginning, **containing 0.38 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15th day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**703 South Kanawha Street Tax Map 17, Parcels 319-322**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a ½ inch iron pin (found) in the northern right of way line of South Kanawha Street, standing as a corner to now or formerly Hanover resources, LLC (DB 5034, Page 3778); thence leaving said South Kanawha Street and with said Hanover Resources, LLC

**N 37° 21' 59" E 146.51** feet to a point in the southern right of way line of a twelve foot alley; thence leaving said Hanover Resources, LLC and with said alley

**S 57° 39' 02" E 120.68** feet to a roof bolt (found), standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said alley and with said Raleigh County Building Commission

**S 36° 12' 41" W 147.15** feet to a ½ inch iron pin (found) in the northern right of way line of said South Kanawha Street; thence leaving said Raleigh County Building Commission and with said South Kanawha Street

**ALONG A CURVE TO THE RIGHT** having a radius of 939.21 feet, an arc length of 123.67feet and a chord bearing and distance of **N 57° 14' 59" W 123.58** feet to the place of beginning, **containing 0.41 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by John E. Castle and Tracy L. Castle by deed dated the 15th day of February, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5016 at Page 7243.

**102 Grove Avenue TMP 36-59**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Grove Avenue, standing as a corner to Mountain State University, Inc. (DB 5019, Page 1992); thence leaving said Grove Avenue and with said Mountain State University, Inc.

**S 53° 57' 15" E 130.00** feet to a point in the line of an alley, standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. and with said alley

**S 34° 31' 45" W 50.00** feet to a point in the line of an alley, standing as a corner to other lands of Mountain State University, Inc. (DB 5017, Page 2556); thence leaving said alley and with other lands of said Mountain State University, Inc.

**N 53° 57' 15" W 130.00** feet to a point in Grove Avenue, standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Grove Avenue

**N 34° 31' 45" E 50.00** feet to the place of beginning, **containing 0.15 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc by Sandra L. Evans, by deed dated the 10<sup>th</sup> day of May, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5017 at Page 7440.

**105 A Street TMP 36-16**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the intersection of the northern right of way line of Minnesota Avenue and the western right of way line of "A" Street; thence leaving said "A" Street and with said Minnesota Avenue

**N 52° 06' 45" W 48.50** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Minnesota Avenue and with said Raleigh County Building Commission

**N 32° 24' 52" E 98.00** feet to a point in the line of said Raleigh County Building Commission, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of said Raleigh County Building Commission

**S 52° 18' 32" E 50.53** feet to a point in the eastern right of way line of said "A" Street; thence leaving other lands of said Raleigh County Building Commission and with said "A" Street

**S 33° 36' 21" W 98.00** feet to the place of beginning, **containing 0.11 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**106 Church Street TMP 36-117**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Church Street, standing as a corner to Donald L. and Mary E. Page (MR 131, Page 344); thence leaving said Page and in said Church Street

**N 07° 47' 39" E 215.69** feet to a point in a utility pole in Minnesota Avenue, thence leaving said Church Street and in said Minnesota Avenue

**S 53° 22' 32" E 174.87** feet to a point in Minnesota Avenue; thence in and leaving said Minnesota Avenue and with line of James M. Jr. and Elizabeth S. Scott (MR 131, Page 338)

**S 05° 51' 51" W 131.44** feet to a ½" iron pin (found), standing as corner to said Page; thence with said Page

**N 82° 12' 21" W 157.62** feet to the place of beginning, **containing 0.62 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004 of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**109 Minnesota Avenue TMP 36-5**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:



**BEGINNING** at a point in the northern right of way line of Minnesota Avenue, standing as a corner to now or formerly Samuel E. and Sharron L. Hampton (DB 750, Page 777); thence leaving said Minnesota Avenue and with said Hampton

**N 19° 43' 09" E 80.00** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331) and in the line of said Hampton; thence leaving said Hampton and with said Raleigh County Building Commission

**S 58° 58' 45" E 58.82** feet to a point in the line of The College of West Virginia, Inc. (MR 68, Page 421), standing as a corner to said Raleigh County Building Commission; thence leaving said Raleigh County Building Commission, with said The College of West Virginia, Inc. for a partial line, and with other lands of said The College of West Virginia, Inc. (MR 43, Page 3) for the remainder

**S 21° 17' 46" W 85.96** feet to a point in the northern right of way line of Minnesota Avenue, standing as a corner to other lands of said The College of West Virginia, Inc.; thence leaving said other lands of said The College of West Virginia, Inc. and with said Minnesota Avenue

**N 52° 46' 16" W 58.00** feet to the place of beginning, **containing 0.11 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**111 Riley Street TMP 36-113 and 111 Riley Street TMP 36-114**

**111 Riley Street TMP 36-113**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in western right of way line of Riley Street and standing as corner to the Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with said Raleigh County Building Commission

**N 82° 06' 28" W 100.00** feet to a point in the eastern right of way line of and unnamed alley; thence along said alley

**N 07° 53' 32" E 30.00** feet to a 1/2" iron pin (found), standing in line of Pedro Torrico, II; thence with partial line of said Torrico and with other lands of the Raleigh County Building Commission (DB 5012, Page 9331)

**S 82° 06' 28" E 100.00** feet to a point in the western right of way line of said Riley Street; thence with said Riley Street

**S 07° 53' 32" W 30.00** feet to the place of beginning, **containing 0.07 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004 of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**111 Riley Street TMP 36-114**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point on the western right of way line of Riley Street and standing as corner to the Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with said Raleigh County Building Commission

**N 82° 06' 28" W 93.00** feet to a ½" iron pin (found), standing as corner to Pedro Torrico, II (MR 41, Page 2635); thence leaving said Raleigh County Building Commission and with said Torrico

**N 07° 53' 32" E 51.50** feet to a point in line of other lands of said Raleigh County Building Commission (DB 5012, Page 9331), thence leaving said Torrico and with said Raleigh County Building Commission

**S 82° 06' 28" E 93.00** feet to a 5/8" iron pin (found) in the western right of way line of said Riley Street; thence with said Riley Street

**S 07° 53' 32" W 51.50** feet to the place of beginning, **containing 0.11 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004 of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**111 West Virginia Street TMP 36-51**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a 5/8"x30" capped iron pin (found) in the northern right of way line of West Virginia Street, standing as a corner to Mountain State University, Inc. (DB 5019, Page 6092); thence leaving said West Virginia Street and with said Mountain State University, Inc.

**N 29° 26' 10" E 148.29** feet to a point at the end of a two foot reservation, standing as a corner to said Mountain State University, Inc., and other lands of Mountain State University, Inc. (DB 5036, Page 7436); thence leaving said Mountain State University, Inc., said reservation and with other lands of said Mountain State University, Inc.

**S 61° 03' 50" E 54.26** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to other lands of Mountain State University, Inc. (DB 5036, Page 6955); thence leaving other lands of said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**S 29° 32' 10" W 148.95** feet to a lead plug & tack (found) in the northern right of way line of West Virginia Street, standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said West Virginia Street

**N 60° 21' 50" W 54.00** feet to the place of beginning, **containing 0.18 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Ronal and Pandora S. Minor, by deed dated the 2<sup>nd</sup> day of April, 2007, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5026 at Page 3348.

**113 Riley Street TMP 36-112**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Riley Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with said Raleigh County Building Commission

**N 82° 06' 28" W 100.00** feet to a point in the eastern right of way line of an alley; thence leaving said Raleigh County Building Commission and with said alley

**N 07° 53' 32" E 30.00** feet to a 5/8" iron pin (found) in the eastern right of way line of said alley, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said alley and with other lands of said Raleigh County Building Commission

**S 82° 06' 28" E 100.00** feet to a point in Riley Street, standing as a corner to other lands of said Raleigh County Building Commission; thence leaving other lands of said Raleigh County Building Commission and with Riley Street

**S 07° 53' 32" W 30.00** feet to the place of beginning, **containing 0.07 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**115 Riley Street TMP 36-111**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the eastern right of way line of an alley; thence with said alley

**N 07° 53' 32" E 30.00** feet to a point in the eastern right of way line of said alley, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said alley and with said Raleigh County Building Commission

**S 82° 06' 28" E 100.00** feet to a point in Riley Street, standing as a corner to said Raleigh County Building Commission; thence leaving said Raleigh County Building Commission and with said Riley Street

**S 07° 53' 32" W 30.00** feet to a point in said Riley Street; thence leaving said Riley Street

**N 82° 06' 28" W 100.00** feet to the place of beginning, **containing 0.07 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University by Mountain State University Endowment Fund, Inc, by deed dated the 29<sup>th</sup> day of September, 2010, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5040 at Page 9882.

**201 Riley Street TMP 36-110**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a nail (found) in Richmond Street; thence with Richmond Street

**S 81° 49' 50" E 100.00** feet to a 5/8" iron pin (found); thence

**S 07° 10' 10" W 30.00** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence with said Raleigh County Building Commission

**N 81° 49' 50" W 100.00** feet to a 5/8" iron pin (found) in the eastern right of way line of an alley, standing as a corner to said Raleigh County Building Commission; thence leaving said Raleigh County Building Commission and with said alley

**N 07° 10' 10" E 30.00** feet to the place of beginning, **containing 0.07 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**202 Minnesota Avenue TMP 36-101**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue; thence with said Minnesota Avenue

**S 52° 06' 28" E 69.97** feet to a point in said Minnesota Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Minnesota Avenue and with said Raleigh County Building Commission

**S 22° 03' 27" W 139.93** feet to a point in the line of Mountain State University, Inc. (DB 5008, Page 1772), standing as a corner to said Raleigh County Building Commission; thence leaving said Raleigh County Building Commission and with said Mountain State University, Inc.

**N 52° 23' 59" W 32.11** feet to a point in Riley Street; thence leaving said Raleigh County Building Commission and with said Riley Street

**N 08° 27' 39" E 154.75** feet to the place of beginning, **containing 0.16 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**203 Riley Street TMP 36-109**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Riley Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with said Raleigh County Building Commission

**N 81° 49' 50" W 100.00** feet to a 5/8" iron pin (found) in the eastern right of way line of an alley; thence leaving said Raleigh County Building Commission and with said alley

**N 07° 10' 10" E 32.00** feet to a 5/8" iron pin (found) in the eastern right of way of said alley, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said alley and with other lands of said Raleigh County Building Commission

**S 81° 49' 50" E 100.00** feet to a point in, standing as a corner to other lands of said Raleigh County Building Commission; thence leaving said Raleigh County Building Commission and with said Riley Street

**S 07° 10' 10" W 32.00** feet to the place of beginning, **containing 0.07 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**207 Beaver Avenue TMP 36-43**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a nail (found) in the western right of way line of Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5024, Page 9207); thence leaving said Mountain State University, Inc. and with said Beaver Avenue

**S 29° 34' 45" W 41.09** feet to a nail (found) in the western right of way line of Beaver Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5040, Page 4160); thence leaving said Beaver Avenue, with other lands of said Mountain State University, Inc. for a partial line, now or formerly Demetria E. Graudy (DB 762, Page 497) for a partial line, now or formerly Robert M. and Linda I. White (DB 707, Page 859) for a partial line, now or formerly Charles W. and Glenda McGraw (DB 503, Page 356) for a partial line, other lands of Mountain State University, Inc. (DB 5036, Page 6955) (DB 5026, Page 3348) (DB 5019, Page 6092) for the remainder

**N 61° 03' 50" W 437.53** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5016, Page 4500) standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Mountain State University, Inc.

**N 52° 35' 44" E 47.33** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5022, Page 2044), standing as a corner to other lands of said Mountain State University, Inc.; thence with other lands of said Mountain State University, Inc.

**S 60° 45' 14" E 419.00** feet to the place of beginning, **containing 0.42 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April, 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Hamlet D. Smith II and Gina R. Smith, by deed dated the 14<sup>th</sup> day of August, 2009, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5036 at Page 7436.

**209 Beaver Avenue TMP 36-46**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a nail (found) in the western right of way line of Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5036, Page 7436); thence leaving said Mountain State University, Inc. and with said Beaver Avenue

**S 29° 31' 30" W 51.72** feet to a point in the western right of way line of Beaver Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5040, Page 9788); thence leaving said Beaver Avenue and with said other lands of said Mountain State University, Inc.

**N 60° 21' 47" W 149.80** feet to a point in the eastern right of way line of an alley, standing as a corner to other lands of Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said alley

**N 29° 38' 13" E 49.88** feet to a nail (found) at the end of an alley, standing as a corner to said Mountain State University, Inc.; thence leaving said alley and with said Mountain State University, Inc.

**S 61° 03' 50" E 149.71** feet to the place of beginning, **containing 0.17 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Carey Todd and Margaret C. Emery, by deed dated the 10<sup>th</sup> day of August, 2010, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5040 at Page 4160.

**211 Beaver Avenue TMP 36-45**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the western right of way line of Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5040, Page 4160); thence leaving said Mountain State University, Inc. and with said Beaver Avenue

**S 29° 38' 10" W 51.90** feet to a 5/8" bent iron pin (found) in the western right of way line of Beaver Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5039, Page 1842); thence leaving said Beaver Avenue and with said other lands of said Mountain State University, Inc.

**N 60° 21' 50" W 150.00** feet to a 5/8" iron pin (found) in the eastern right of way line of an alley, standing as a corner to other lands of said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and said alley

**N 29° 38' 10" E 51.90** feet to a point in the eastern right of way line of said alley, standing as a corner to said Mountain State University, Inc.; thence leaving said alley and with said Mountain State University, Inc.

**S 60° 21' 50" E 150.00** feet to the place of beginning, **containing 0.18 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by James Martin and Pamella E. Owston, by deed dated the 1<sup>st</sup> day of October, 2010, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5040 at Page 9788.

**213 Beaver Avenue TMP 36-44**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a 5/8" bent iron pin (found) in the western line of said Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5040, Page 9788); thence leaving said Mountain State University, Inc. and with said Beaver Avenue

**S 29° 31' 27" W 50.00** feet to a 1/2" iron pin (found) in the intersection of said Beaver Avenue and the northern right of way line of West Virginia Street; thence leaving said Beaver Avenue and with said West Virginia Street

**N 60° 21' 50" W 150.00** feet to a 5/8" iron pin (found) in the intersection of said West Virginia Street and an alley; thence leaving said West Virginia Street and with said alley



**N 29° 38' 10" E 50.00** feet to a 5/8" iron pin (found) in the eastern right of way line of an alley, standing as a corner to said Mountain State University, Inc.; thence leaving said alley and with said Mountain State University, Inc.

**S 60° 21' 50" E 149.90** feet to the place of beginning, **containing 0.17 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Claude E. Monday and Colleen O. Monday, by deed dated the 16<sup>th</sup> day of April, 2010, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5039 at Page 1842.

### **2nd Vacant lot beside 112 Riley TMP 36-86**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the eastern right of way line of Riley Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Riley Street and with said Raleigh County Building Commission

**S 64° 17' 24" E 100.66** feet to a 5/8" iron pin (found), standing as a corner to said Raleigh County Building Commission and now or formerly Jan-Care Ambulance of Riley County, Inc. (DB 760, Page 756); thence leaving said Raleigh County Building Commission and with said Jan-Care Ambulance of Riley County, Inc.

**S 38° 59' 51" W 50.00** feet to a point, standing as a corner to said Jan-Care Ambulance of Riley County, Inc. and now or formerly Suzie Crosby (DB 267, Page 164); thence leaving said Jan-Care Ambulance of Riley County, Inc. and with said Crosby

**N 66° 59' 31" W 76.29** feet to a point in the eastern right of way line of said Riley Street, standing as a corner to said Crosby; thence leaving said Crosby and with Riley Street the following two courses

**ALONG A CURVE TO THE LEFT** having a radius of **125.00** feet, an arc length of **29.10** feet and a chord bearing and distance of **N 14° 50' 54" E 29.03** feet to a point; thence

**N 08° 10' 45" E 24.90** feet to the place of beginning, **containing 0.10 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by James G. Anderson, III, by deed dated the 26<sup>th</sup> day of April, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5021 at Page 9931.

**305 South Kanawha Street TMP 18-84**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of South Kanawha Street, standing as a corner to now or formerly Clarence T. Jones et al (MR 60, Page 1260); thence leaving said South Kanawha Street and with said Jones

**N 23° 06' 14" E 41.00** feet to a point, standing as a corner to now or formerly City of Beckley (DB 90, Page 317); thence leaving said Jones and with said City of Beckley the following two courses

**N 22° 14' 19" E 44.99** feet to a point; thence

**N 04° 13' 46" W 41.89** feet to a railroad spike (found), standing as a corner to now or formerly G.A. Mohler, Sr. et al (DB 274, Page 105); thence leaving said city of Beckley and with said Mohler

**N 65° 54' 46" E 51.85** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Mohler and with said Raleigh County Building Commission

**S 10° 41' 14" W 160.25** feet to a railroad spike (found) in said northern right of way line of South Kanawha Street; thence leaving said Raleigh County Building Commission and with said South Kanawha Street

**ALONG A CURVE TO THE RIGHT** having a radius of 227.01 feet, an arc length of 50.10 feet and a chord bearing and distance of N 72° 19' 24" W 50.00 feet to the place of beginning, **containing 0.13 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**402 Minnesota Avenue TMP 36-62**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said Minnesota Avenue

**S 52° 22' 49" E 50.00** feet to a point in Minnesota Avenue, standing as a corner to Mountain State University, Inc. (DB 5017, Page 4091); thence leaving said Minnesota Avenue and with said Mountain State University, Inc.

**S 41° 17' 01" W 150.75** feet to a point in the line of other lands of Mountain State University, Inc. (DB 5019, Page 6581), standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. and with other lands of said Mountain State University, Inc.

**N 52° 22' 49" W 46.50** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to said Raleigh County Building Commission; thence leaving other lands of said Mountain State University, Inc. and with said Raleigh County Building Commission

**N 39° 57' 11" E 150.56** feet to the place of beginning, **containing 0.17 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by C & J Properties, Inc, by deed dated the 11<sup>th</sup> day of April, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5017 at Page 4091.

#### **404 Minnesota Avenue TMP 36-61**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in Minnesota Avenue, standing as a corner to Mountain State University, Inc. (DB 5017, Page 4041); thence leaving said Mountain State University, Inc. and with said Minnesota Avenue

**S 52° 22' 49" E 44.60** feet to a point in Minnesota Avenue; thence leaving said Minnesota Avenue

**S 35° 20' 35" W 150.55** feet to a point near the western right of way line of Grove avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5019, Page 6581); thence leaving said Grove Avenue and with other lands of said Mountain State University, Inc.

**N 52° 22' 49" W 60.21** feet to a point in the line of other lands of said Mountain State University, Inc., standing as a corner to said Mountain State University, Inc.; thence leaving other lands of said Mountain State University, Inc. and with said Mountain State University, Inc.

**N 41° 17' 01" E 150.75** feet to the place of beginning, **containing 0.18 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015,

attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by C & J Properties, Inc, by deed dated the 11<sup>th</sup> day of April, 2005, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5017 at Page 4091.

**408 South Kanawha Street TMP 19-30**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a nail (found) in the southern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said South Kanawha Street

**ALONG A CURVE TO THE RIGHT** having a radius of **579.33** feet, an arc length of **73.04** feet and a chord bearing and distance of **S 75° 25' 37" E 72.99** feet to a nail (found), standing as a corner to now or formerly Pat C. Fragile (DB 5010, Page 3135); thence leaving South Kanawha Street and with said Fragile

**S 09° 05' 06" W 198.53** feet to a ½" iron pin (found), standing as a corner to other lands of said Pat C. Fragile (DB 5010, Page 3135) and Mountain State University, Inc. (DB 5019, Page 9735); thence leaving other lands of said Pat C. Fragile, with said Mountain State University, Inc. for a partial line, and with other lands of said Raleigh County Building Commission (DB 5012, Page 9331) for the remainder

**S 81° 57' 52" E 72.50** feet to a point, standing as a corner to said Raleigh County Building Commission and other lands of said Raleigh County Building Commission; thence leaving other lands of said Raleigh County Building Commission and with said Raleigh County Building Commission

**N 09° 02' 17" E 206.84** feet to the place of beginning, **containing 0.34 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**412 South Kanawha Street, Back lot in front of Carter lot (Fragile Acquisition) TMP 19-35.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a 5/8" iron pin (found), standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331) and other lands of said Raleigh County Building Commission (DB 5012, Page 9331);

thence leaving other lands of said Raleigh County Building Commission and with said Raleigh County Building Commission

**S 81° 57' 52" E 35.08** feet to a ½" iron pin (found), standing as a corner to Pat C. Fragile (DB 5010, Page 3135); thence leaving said Raleigh County Building Commission and with said Pat C. Fragile

**S 09° 05' 06" W 45.00** feet to a point, standing as a corner to other lands of said Raleigh County Building Commission; thence leaving said Fragile and with other lands of said Raleigh County Building Commission the following two courses

**N 81° 58' 39" W 34.51** feet to a point; thence

**N 08° 21' 21" E 45.00** feet to the place of beginning, **containing 0.04 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Pat C. Fragile and Mary Lou Fragile by deed dated the 15<sup>th</sup> day of October, 2003, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5019 at Page 9735.

**501 South Kanawha Street TMP 17-334**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the intersection of the northern right of way line of South Kanawha Street and the eastern right of way line of Williams Street; thence leaving said South Kanawha Street and with said Williams Street

**N 19° 32' 08" E 245.40** feet to a point, standing as a corner to now or formerly Bernard Doss (DB 5012, Page 1281); thence leaving said Williams Street and with said Doss

**S 71° 50' 26" E 70.00** feet to a point, standing as a corner to the Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Doss and with said Raleigh County Building Commission

**S 24° 07' 44" W 247.09** feet to a point in the northern right of way line of South Kanawha Street; thence leaving said Raleigh County Building Commission and with South Kanawha Street

**N 71° 21' 19" W 50.20** feet to the place of beginning, **containing 0.34 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc, by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**504 South Kanawha Street TMP 36-1.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point southern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said South Kanawha Street

**S 72° 07' 40" E 48.16** feet to a ½" iron pin (found), standing as a corner to Mountain State University, Inc. (DB 5013, Page 2163); thence leaving said South Kanawha Street and with said Mountain State University, Inc. for the following three courses

**S 19° 43' 09" W 64.86** feet to a 5/8" iron pin (found); thence

**N 68° 36' 00" W 6.33** feet to a 5/8" iron pin (found); thence

**S 23° 10' 56" W 22.00** feet to a roof bolt (found), standing as a corner to now or formerly Samuel E. and Sharron L. Hampton (DB 750, Page 777) and said Raleigh County Building Commission; thence leaving said Mountain State University, Inc., said Hampton, and with said Raleigh County Building Commission for the following two courses

**N 68° 36' 00" W 35.74** feet to a point; thence

**N 16° 28' 59" E 84.15** feet to the place of beginning, **containing 0.09 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto The College of West Virginia, Inc. by William C. and Rebecca A. Meadows, by deed dated the 17<sup>th</sup> day of April, 1998, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Mirco Film Roll 140 at Page 787.

**505 South Kanawha Street TMP 17-272.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a ½" iron pin (found), standing as a corner to now or formerly Timothy Tuttle (MR 76, Page 1812), Mountain State University Endowment Fund, Inc (DB 5009, Page 2623), and Mountain State University (DB 5041, Page 06); thence leaving said Tuttle, said Mountain State University Endowment

Fund, Inc., with said Mountain State University for a partial line, and with other lands of Mountain State University Endowment Fund, Inc (DB 5009, Page 2620) for the remainder

**S 85° 25' 15" W 77.07** feet to a point, standing as a corner to other lands of said Mountain State University Endowment Fund, Inc; thence with other lands of said Mountain State University Endowment Fund, Inc.

**N 27° 12' 12" W 22.56** feet to a point in the line of other lands of said Mountain State University Endowment Fund, Inc, standing as a corner to now or formerly Alan W. Young (DB 689, Page 314); thence leaving said other lands of Mountain State University Endowment Fund, Inc and with said Young

**N 21° 02' 34" E 69.31** feet to a point in the line of now or formerly Lan Le (DB 5027, Page 9175), standing as a corner to said Young; thence leaving said Young, with said Le for a partial line, and with said Tuttle for the remainder

**S 38° 22' 45" E 100.26** feet to the place of beginning, **containing 0.09 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**601 South Kanawha Street TMP 17-328.1**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the intersection of the northern right of way of South Kanawha Street and a point in Crawford Street; thence leaving South Kanawha and with Crawford Street

**N 23° 46' 02" E 127.24** feet to a point in Crawford Street; thence through Crawford Street for a partial line and with the southern right of way line of a twelve foot alley for the remainder

**S 60° 33' 58" E 56.44** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said alley and with said Raleigh County Building Commission

**S 23° 46' 02" W 130.86** feet to a point in the northern right of way line of said South Kanawha Street; thence leaving said Raleigh County Building Commission and with said South Kanawha Street

**N 56° 55' 58" W 56.91** feet to the place of beginning, **containing 0.17 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**603 South Kanawha Street TMP 17-328**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission

**N 23° 46' 02" E 130.86** feet to a point in the southern right of way line of a twelve foot alley; thence leaving said Raleigh County Building Commission and with said alley

**S 60° 33' 58" E 70.37** feet to an iron pin (found), standing as a corner to Mountain State University, Inc.; thence leaving said alley and with said Mountain State University, Inc.

**S 29° 14' 59" W 133.90** feet to a nail (found) in the northern right of way line of South Kanawha Street; thence leaving said Mountain State University, Inc. and with said South Kanawha Street

**N 56° 55' 58" W 58.04** feet to the place of beginning, **containing 0.19 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**605 South Kanawha Street TMP 17-327**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a nail (found) in the northern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission

**N 29° 14' 59" E 133.90** feet to an iron pin (found), in the southern right of way of a twelve foot alley; thence leaving said Raleigh County Building Commission and with said alley



**S 60° 33' 58" E 37.50** feet to an iron pin (found), standing as a corner to other lands of said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said alley and with other lands of said Raleigh County Building Commission

**S 22° 26' 59" W 138.34** feet to a lead plug and tack (found) in the northern right of way line of South Kanawha Street; thence leaving said other lands of said Raleigh County Building Commission and with said South Kanawha Street

**N 56° 55' 58" W 54.00** feet to the place of beginning, **containing 0.14 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Daniel H. Warren Family Trust, by deed dated the 6<sup>th</sup> day of April, 2007, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5026 at Page 4911.

**609 South Kanawha Street TMP 17-324**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of South Kanawha Street, standing as a corner to Raleigh county Building commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh county Building Commission

**N 21° 06' 35" E 143.36** feet to a point in the southern right of way line of a twelve foot alley; thence leaving said Raleigh county Building Commission and with said alley

**S 56° 52' 18" E 70.39** feet to a point, standing as a corner to now or formerly Hanover Resources, LLC (DB 5034, Page 3778); thence leaving said alley and with said Hanover Resources, LLC

**S 37° 29' 51" W 141.84** feet to a ½" iron pin (found) in the northern right of way line of said South Kanawha Street; thence leaving said Hanover Resources, LLC and with said South Kanawha Street

**N 54° 31' 36" W 29.76** feet to the place of beginning, **containing 0.16 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh county Building Commission by Mountain State University, In., by deed dated the 15th day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**609 South Kanawha Street TMP 17-325**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission

**N 20° 47' 26" E 141.45** feet to a point in the southern right of way line of a twelve foot alley; thence leaving said Raleigh County Building Commission and with said alley

**S 56° 21' 18" E 49.93** feet to a point, standing as a corner to other lands of the Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said alley and with other lands of said Raleigh County Building Commission

**S 21° 06' 35" W 143.36** feet to a point in the northern right of way line of said South Kanawha Street; thence leaving other lands of said Raleigh County Building Commission and with said South Kanawha Street

**N 54° 31' 36" W 49.60** feet to the place of beginning, **containing 0.16 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**609 South Kanawha Street TMP 17-326**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a lead plug and tack (found) in the northern right of way line of South Kanawha Street, standing as a corner to Mountain State University, Inc. (DB 5026, Page 4911); thence leaving said South Kanawha Street and with said Mountain State University, Inc.

**N 22° 26' 59" E 138.34** feet to an iron pin (found) in the southern right of way line of a twelve foot alley; thence leaving said Mountain State University, Inc. and with said alley

**S 56° 52' 18" E 49.93** feet to a point, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said alley and with said Raleigh County Building Commission

**S 20° 47' 26" W 141.45** feet to a point in the northern right of way of South Kanawha Street; thence leaving said Raleigh County Building Commission and with said South Kanawha Street

**N 54° 31' 36" W 54.56** feet to the place of beginning, **containing 0.16 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**612 South Kanawha Street TMP 36-12**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the southern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with said South Kanawha Street the following two courses

**S 57° 00' 31" E 31.80** feet to a point; thence

**ALONG A CURVE TO THE RIGHT** having a radius of **2670.00** feet, an arc length of **27.64** feet and a chord bearing and distance of **S 56° 42' 44" E 27.64** feet to a point, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with other lands of said Raleigh County Building Commission

**S 29° 40' 11" W 227.83** feet to a point in the northern right of way line of Minnesota Avenue; thence leaving other lands of said Raleigh County Building Commission and with said Minnesota Avenue

**N 52° 46' 16" W 50.05** to a point, standing as a corner to said Raleigh County Building Commission; thence leaving said Minnesota Avenue and with said Raleigh County Building Commission

**N 27° 11' 46" E 225.04** feet to the place of beginning, **containing 0.28 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**713 South Kanawha Street TMP 17-314**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of South Kanawha Street, standing as a corner to now or formerly Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission.

**N 22° 25' 20" E 147.08** feet to a roof bolt (found) in the southern right of way line of a twelve foot alley; thence leaving said Raleigh County Building Commission and with said alley

**S 66° 46' 47" E 29.82** feet to a point, standing as a corner to now or formerly George D. and Mary J. Cales (DB 5023, Page 1694); thence leaving said alley and with said Cales

**S 22° 20' 46" W 146.70** feet to a 5/8 inch iron pin (found) in the northern right of way of said South Kanawha Street; thence leaving said Cales and with said South Kanawha Street

**N 67° 31' 10" W 30.02** feet to the place of beginning, **containing 0.10 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15th day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**720 South Kanawha Street TMP 36-29**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the western right of way line of Beaver Avenue, standing as a corner to Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Mountain State University, Inc. and with said Beaver Avenue

**S 30° 24' 10" W 50.00** feet to a 5/8" iron pin (found) in the western right of way line of said Beaver Avenue, standing as a corner to other lands of Mountain State University, Inc. (DB 5022, Page 2044); thence leaving said Beaver Avenue and with other lands of said Mountain State University, Inc.

**N 62° 35' 50" W 116.50** feet to a point in the line of now or formerly Silea Luchini (MR 146, Page 474), standing as a corner to other lands of said Mountain State University, Inc.; thence leaving Mountain State University, Inc. and with said Luchini

**N 30° 24' 10" E 50.00** feet to a point in the line of Silea Luchini, standing as a corner to said Mountain State University, Inc.; thence leaving said Luchini and with said Mountain State University, Inc.

**S 62° 35' 50" E 116.50** feet to the place of beginning, **containing 0.13 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April, 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Raleigh County Building Commission by deed dated the 10<sup>th</sup> day of May, 2006, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5022 at Page 2044.

**Minnesota Avenue (Lot 15 beside 105 A. St) TMP 36-15**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of Minnesota Avenue, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Minnesota Avenue and with said Raleigh County Building Commission

**N 32° 22' 36" E 115.70** feet to a point in the line of said Raleigh County Building Commission, standing as a corner to other lands of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Raleigh County Building Commission and with other lands of said Raleigh County Building Commission the following two courses

**S 53° 14' 47" E 50.99** feet to a point; thence

**S 32° 24' 52" W 116.71** feet to a point in the northern right of way line of Minnesota Avenue; thence leaving said other lands of Raleigh County Building Commission and with said Minnesota Avenue

**N 52° 06' 45" W 51.00** feet to the place of beginning, **containing 0.14 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**Vale Street Parking II TMP 18-90**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the end of Vale Street right of way line, standing in the line of Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Vale Street and with said Raleigh County Building Commission

**N 01° 21' 10" W 139.83** feet to a point, standing as a corner to now or formerly Michael H. and Brenda M. Hunt (DB 5001, Page 4427); thence leaving said Raleigh County Building Commission and with said Hunt the following two courses

**N 65° 25' 51" E 1.60** feet to a 1/2" iron pin (found); thence

**N 41° 05' 26" E 26.57** feet to a point, standing as a corner to other lands of said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Hunt and with other lands of said Raleigh County Building Commission

**N 88° 23' 50" E 187.93** feet to a point, standing as a corner to now or formerly Howard Gray Jr. (DB 5040, Page 8251); thence leaving other lands of said Raleigh County Building Commission and with said Gray

**S 00° 52' 21" E 159.11** feet to a 1" iron pin (found), standing as a corner to now or formerly City of Beckley (DB 418, Page 214) and (MR 24, Page 513); thence leaving said Gray and with said City of Beckley for a partial line, with other lands of said Raleigh County Building Commission (DB 5012, Page 9331) for a partial line, and with the northern right of way line of said Vale Street for the remainder

**S 88° 08' 50" W 206.00** feet to the place of beginning, **containing 0.75 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**307 South Kanawha Street TMP 18-85**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a railroad spike (found) in the northern right of way line of South Kanawha Street, standing as a corner to Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said South Kanawha Street and with said Raleigh County Building Commission

**N 10° 41' 14" E 160.25** feet to a point, standing as a corner to now or formerly the G.A. Mohler, Sr. et al (DB 274, Page 105); thence leaving said Raleigh County Building Commission and with said Mohler

**N 65° 54' 46" E 11.64** feet to a point, standing as a corner to other lands of said Raleigh County Building Commission (DB 5012, Page 9331); thence leaving said Mohler and with other lands of said Raleigh County Building Commission the following three courses

**S 04° 13' 46" E 34.38** feet to a point; thence

**N 85° 46' 14" E 8.00** feet to a point; thence with other lands of said Raleigh County Building Commission for a partial line and with Mountain State University, Inc. (DB 5022, Page 5568) for the remainder

**S 01° 56' 14" W 133.04** feet to a point in the northern right of way of said South Kanawha Street; thence leaving said Mountain State University, Inc. and with said South Kanawha Street

**ALONG A CURVE TO THE RIGHT** having a radius of 227.01 feet, an arc length of 46.66 feet and a chord bearing and distance of N 84° 32' 02" W 46.58 feet to the place of beginning, **containing 0.12 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Raleigh County Building Commission by Mountain State University, Inc., by deed dated the 15<sup>th</sup> day of April, 2004, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5012 at Page 9331.

**TMP 53D-13, TMP 53D-14, TMP 53D-34**

**TMP 53D-13**

All that certain tract or parcel of real estate, situate, lying and being in Plateau District, Fayette County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of the Chesapeake and the Ohio Railway Company and at the end of Railroad Street; thence leaving said Chesapeake and Ohio Railway Company, with the end of said Railroad Street for a partial line, and with Mountain State University (DB 663, Page 138) for the remainder

**N 17° 01' 40" W 134.02** feet to a point in the southern edge of Dunloup Creek and in the line of now or formerly City of Mount Hope (DB 213, Page 429), standing as a corner to said Mountain State University; thence leaving said Mountain State University, with City of Mount Hope (DB 213, Page 429) for a partial line, and with other lands of now or formerly City of Mount Hope (DB 214, Page 170) and said Dunloup Creek for the following four courses

**N 56° 28' 20" E 109.50** feet to a point; thence

**S 85° 54' 40" E 98.86** feet to a point; thence

**S 39° 32' 40" E 156.43** feet to a point; thence

**S 02° 50' 40" E 22.23** feet to a point in the southern edge of Dunloup Creek and the northern right of way line of said Chesapeake and Ohio Railway Company; thence leaving said Dunloup Creek and with said Chesapeake and Ohio Railway company

**ALONG A CURVE TO THE LEFT** having a radius of **1425.74** feet, an arc length of **254.65** feet and a chord bearing and distance of **S 81° 14' 10" W 254.31** feet the place of beginning, **containing 0.84 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University by Mountain State University Endowment Fund, Inc, by deed dated the 29<sup>th</sup> day of September, 2010, of record in the Office of the Clerk of the County Commission of Fayette County, West Virginia, in Deed Book 663 at Page 138.

#### **TMP 53D-14**

All that certain tract or parcel of real estate, situate, lying and being in Plateau District, Fayette County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the northern right of way line of Railroad Street, standing as a corner to Mountain State University (DB 663, Page 138); thence leaving said Mountain State University and with said Railroad Street

**ALONG A CURVE TO THE LEFT** having a radius of **1440.74** feet, an arc length of **303.47** feet and a chord bearing and distance of **S 70° 03' 08" W 302.91** feet to a point in the northern right of way line of said Railroad Street and in Dunloup Creek, standing as a corner to now or formerly George G. Spadero (DB 503, Page 568); thence leaving said Railroad Street and with said Spadero and Dunloup Creek

**N 21° 08' 23" W 16.85** feet to a point in Dunloup Creek, standing as a corner to said Spadero and now or formerly City of Mount Hope (DB 213, Page 429); thence leaving said Spadero, with said City of Mount Hope and Dunloup Creek the following two courses

**N 40° 03' 20" E 93.84** feet to a point; thence

**N 56° 28' 20" E 234.61** feet to a point in the edge of Dunloup Creek, standing as a corner to said Mountain State University; thence leaving said Dunloup Creek and with said Mountain State University

**S 17° 01' 40" E 119.00** feet to the place of beginning, **containing 0.51 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).



Being the same tract or parcel of real estate conveyed unto Mountain State University by Mountain State University Endowment Fund, Inc, by deed dated the 29<sup>th</sup> day of September, 2010, of record in the Office of the Clerk of the County Commission of Fayette County, West Virginia, in Deed Book 663 at Page 138.

**TMP 53D-34**

All that certain tract or parcel of real estate, situate, lying and being in Plateau District, Fayette County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point in the western right of way line of Virginia Street and West Virginia State Route 61, standing as a corner to now or formerly Brenda C. Kirby and David L. Welch (DB 646, Page 404); thence leaving said Kirby and Welch and with said Virginia Street and West Virginia State Route 61 the following five courses

**S 00° 41' 13" W 46.08** feet to a point; thence

**S 08° 18' 28" W 50.00** feet to a point; thence

**S 13° 53' 28" W 50.00** feet to a point; thence

**S 19° 28' 28" W 50.00** feet to a point; thence

**S 22° 13' 28" W 25.00** feet to a point, standing as a corner to now or formerly Little General Store, Inc. (DB 524, Page 285); thence leaving said Virginia Street and West Virginia State Route 61, with Little General Store, Inc for a partial line, and with now or formerly Daniel R. Ewing (DB 626, Page 168) for the remainder

**N 64° 36' 32" W 111.00** feet to a point in the southern right of way line of the Chesapeake and Ohio Railway Company, standing as a corner to said Ewing; thence leaving said Ewing and with said Chesapeake and Ohio Railway Company the following two courses

**N 14° 43' 28" E 74.00** feet to a point; thence

**N 18° 53' 28" E 100.00** feet to a point in the southern right of way line of said Chesapeake an Ohio Railway Company, standing as a corner to said Kirby and Welch; thence leaving said Chesapeake and Ohio Railway Company and with said Kirby and Welch

**N 89° 38' 28" E 95.00** feet to the place of beginning, **containing 0.50 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University by Mountain State University Endowment Fund, Inc, by deed dated the 29<sup>th</sup> day of September, 2010, of record in the Office of the Clerk of the County Commission of Fayette County, West Virginia, in Deed Book 663 at Page 138.

**TMP 36-65**

All that certain tract or parcel of real estate, situate, lying and being in Beckley Corporation District, Raleigh County, West Virginia, and more particularly described as follows:

**BEGINNING** at a point near the western right of way line of Grove Avenue and at the edge of a five foot reservation; thence leaving said reservation and with said Grove Avenue

**S 50° 38' 06" W 30.89** feet to a point near the western right of way line of Grove Avenue, standing as a corner to Mountain State University, Inc. (DB 5026, Page 5134); thence leaving said Grove Avenue and with said Mountain State University, Inc.

**N 53° 08' 33" W 155.36** feet to a point in the line of Raleigh County Building Commission (DB 5012, Page 9331), standing as a corner to said Mountain State University, Inc.; thence leaving said Mountain State University, Inc. and with said Raleigh County Building Commission

**N 42° 41' 40" E 30.16** feet to a point in the line of said Raleigh County Building Commission and at the edge of a five foot reservation; thence leaving said Raleigh County Building Commission and with said reservation

**S 53° 08' 33" E 159.65** feet to the place of beginning, **containing 0.11 acres**, more or less, as surveyed in January and February, 2015, by Michael D. Frazee of Triad Engineering, Inc. in Morgantown, West Virginia and shown on a ALTA/ACSM Land Title Survey for Mountain State University, dated April 2015, attached hereto and made part of this description. The meridian for all bearings in this description are based on "Grid North" of the West Virginia south zone state plane coordinate system (NAD83).

Being the same tract or parcel of real estate conveyed unto Mountain State University, Inc. by Thomas Clyde Lowe et al, by deed dated the 6<sup>th</sup> day of April, 2007, of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Deed Book 5026 at Page 5134.