

# REAL ESTATE AUCTION



**Large Single-Family Residence Located in Briarwood Estates  
225 Ariel Heights, Charleston, Kanawha County, West Virginia 25311**

**6,000 ± Square Feet Structure ~ 1.37 ± Acre Site ~ Custom Built Brick Home  
1<sup>st</sup> Floor Master Suite ~ 5 Bedrooms/6.5 Bath ~ Whole House Generator  
Irrigation System ~ Two Fireplaces ~ Custom Bar**

**PROPERTY INFORMATION PACKAGE**

**10% BUYER'S PREMIUM APPLIES**

**Tuesday, November 10, 2020 at 12:00 pm  
Auction Held Onsite at 225 Ariel Heights**

Jay Goldman, Auctioneer #1291/Broker  
1014 Bridge Road  
Charleston, West Virginia 25314  
(304) 343-5695  
[www.goldmanassociates.org](http://www.goldmanassociates.org)





Front View



Front View



Side View



Side View



Entry



Entry



Kitchen



Breakfast Area



Formal Dining Room



Living Room



Owner's Suite



Owner's Bathroom



Second Floor Bedroom



Second Floor Bath





Second Floor Unfinished Space



Workout Room in Lower Level



Family Room with Custom Built Bar in Lower Level



Storage Room in Lower Level



Office in Lower Level



Den in Lower Level



Deck on Main Level



View From Deck on Main Level



View From Deck on Main Level



Hot Tub on Lower Level Deck

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## **NOTICE TO ALL BIDDERS**

The information included herewith is a summary of information available from a number of sources, most of which have been independently verified. This summary has been provided only for the use of prospective bidders at the Public Auction to be held onsite at 225 Ariel Heights, Charleston, Kanawha County, West Virginia 25311 on Tuesday, November 10, 2020 at 12:00 p.m. It is supplied to you for whatever assistance it may provide in answering your questions; however:

**SUCH INFORMATION AND OPINION ARE SUPPLIED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHATSOEVER.**

Prospective bidders are advised to avail themselves of the land and tax records of the County of Kanawha, West Virginia, and to make an inspection of the premises on their own behalf, consulting whatever advisors they may feel appropriate.

The property for sale is sold in an "AS-IS" "WHERE-IS" condition and neither Goldman Associates, Inc., nor the Seller or their respective agents make any express or implied warranties of any kind. The description and conditions listed in these and other advertising materials are to be used as guidelines only and are not guaranteed.

## **BUYER'S PREMIUM**

A ten percent (10%) Buyer's Premium shall be added to the high bid and the final sales price will include that amount.

## **PROCEDURES FOR PURCHASING AT AUCTION**

**Announcements made by the auctioneer from the podium at the time and place of sale shall take precedence over ALL printed materials.**

Thank you for your interest in this auction! If you are unfamiliar with buying real estate at auction, here is an easy to follow set of instructions on how to participate:

### **BIDDERS' REGISTRATION**

1. Upon arriving at the auction site seek out one of the members of the auction staff to find out where to register.
2. At the registration desk you will be asked to fill out a bid card. Once completed, you will receive a bid number for the auction. You must present positive photo identification, which will be a valid driver's license.
3. You will be asked to show us your deposit, which may be in the form of cash, cashiers, personal, or certified check. We must see your deposit prior to the auction to make sure that everything is in order and that you are, in fact, a qualified bidder.

### **BIDDING PROCESS**

Bidding is a simple process that can be accomplished through one of the following ways. The most important rule is to listen closely to the Auctioneer. When the Auctioneer is calling out bids to the crowd, you can increase your bid by:

1. Raising your bid card in the air;
2. Shouting your bid out to the auctioneer verbally;
3. Having one of the auction staff place your bid for you; or
4. Communicating a signal to the auctioneer that has been arranged prior to the auction.

Conduct of the auction in increments of bidding is at the direction and discretion of the Auctioneer. If you have any questions about the auction, property, procedures, or anything else, do not hesitate to ask.



**POST AUCTION:**

Upon completion of the auction when the auctioneer says "SOLD", the winning bidder will immediately be required to sign the Contract of Sale and post the proper deposit. At this time, instructions regarding closing of the sale will be thoroughly explained to you and any questions will be answered.

If you have any additional questions, please direct them to any of the auction staff members present or call our offices at (304) 343-5695.

## EXECUTIVE SUMMARY

**PROPERTY LOCATION:** Briarwood Estates - 225 Ariel Heights, Charleston, Kanawha County, West Virginia 25311

**OWNER:** Joseph M. & Evelyn Letnaunchyn

**LEGAL DESCRIPTION:** LT 10B PHASE 1 BRIARWOOD ESTATES 1-36/100A M/L

**PROPERTY DESCRIPTION:** This is a 1.37 acre tract located in Briarwood Estates, which is adjacent to Woodbridge Subdivision, improved with a large single-family residence containing 6,000 ± square feet. It has a large main floor master suite, whole house generator, irrigation system, and many more upscale features.

**BUILDING AREA:** 6,000 ± Square Feet

**ROOM COUNT:** 11/5/6.5 (Living Room, Dining Room, Kitchen, Family Room, Rec Room, Master Bedroom, Bedroom 2, Bedroom 3, Bedroom 4, Other Bedroom, Utility Room, 3 Auxiliary Rooms on Lower Level)

**LAND AREA:** 1.37 ± Acres

**SALE LOCATION:** Onsite

**BUYER'S PREMIUM:** 10%

**TAX DATA:** 2019 Tax Assessment/2020 Taxes  
Charleston North Tax District  
Map 57/Parcel 15.1

Land	\$	63,180.00
Building		<u>227,340.00</u>
Total	\$	290,520.00

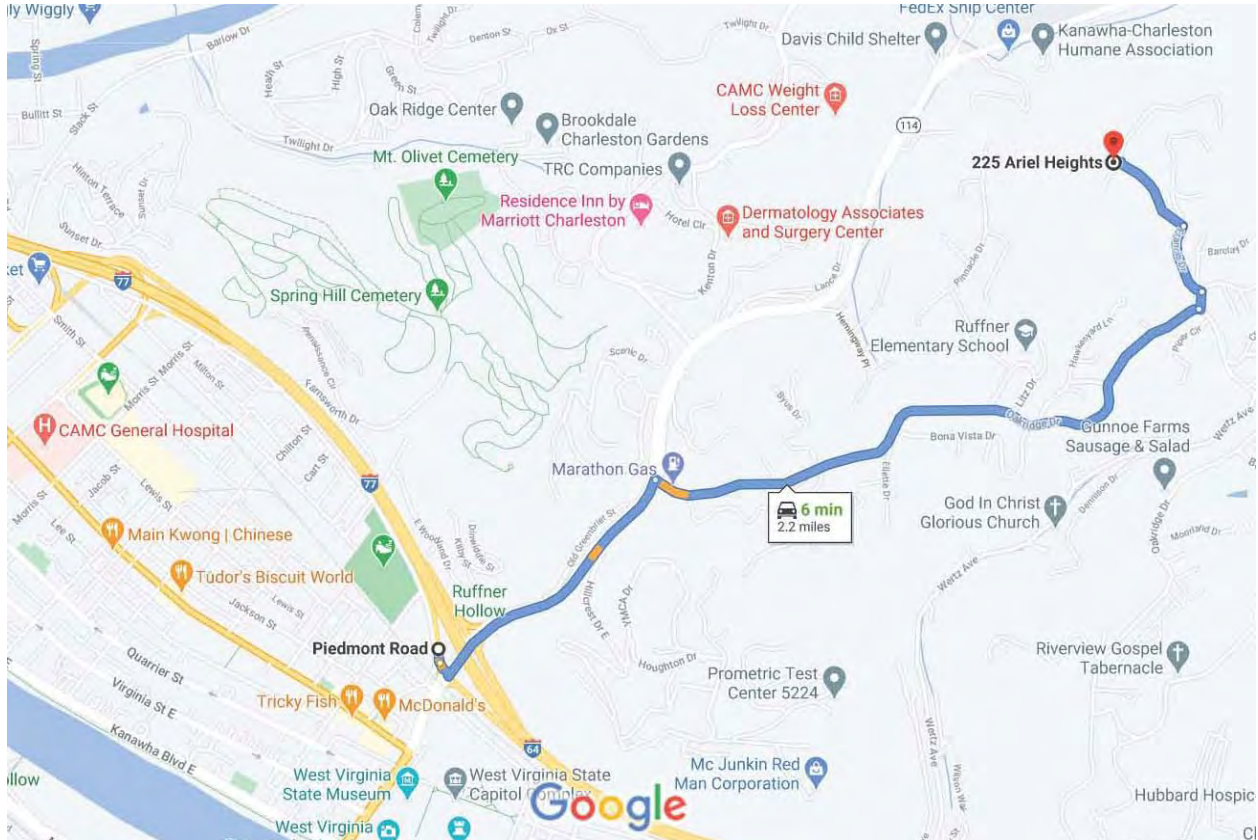
Class II Tax Rate		0.015118
Total Annual Taxes	\$	4,614.62
Assessor's Appraised Value	\$	484,200.00

**ZONING:** R-4, Single-Family Residential District

## DIRECTIONS TO PROPERTY FROM I-64/77

Take Exit 99 (State Capitol/Greenbrier Street Exit)  
If Traveling East Keep Left to Head North on Greenbrier Street  
If Traveling West Keep Right to Head North on Greenbrier Street

Travel North on Greenbrier Street	0.6 Mile
Turn Right at Light Onto Oakridge Drive	1.2 Mile
Turn Left Onto Woodbridge Drive (Woodbridge Subdivision)	213 Feet
Turn Left Onto Francis Drive	0.1 Mile
Turn Left Onto Ariel Heights	0.2 Mile
Destination on Left	



**ADVERTISEMENT**

 **REAL ESTATE** Charleston Gazette-Mail  
For the Week of October 11, 2020  
**4-6** OPEN HOUSES  
**5** RENTALS  
**7** PROPERTIES FOR SALE  
**WANNAGOHOME.COM**

**GOLDMAN ASSOCIATES**

**REAL ESTATE AUCTION**  
**225 ARIEL HEIGHTS, CHARLESTON, WV**

Large Single Family Residence Located In Briarwood Estates (Adjacent to Woodbridge)

**Auction at Noon,  
Tuesday,  
November 10,  
2020  
Onsite**



6,000+/- Square Feet Home  
On 1.37+/- Acre Site  
Custom Built Brick Home  
With First Floor Owner's Suite  
11 + Rooms - 5 Bedrooms -  
6.5 Baths - 2 Laundry Areas  
Whole House Generator  
- Irrigation System - Two  
Fireplaces - Custom Bar  
See Photos On Our Website


JAY GOLDMAN, AUCTIONEER #1291/BROKER  
1014 BRIDGE ROAD \* CHARLESTON, WV 25314  
PH. 304-343-5695 FAX: 304-343-5694  
www.goldmanassociates.org

*10% Buyer's Premium Applies. \*Owner's May Consider A Sale Prior To Auction.  
Call For Open House Date*



TO ADVERTISE  
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realestate@cnpapers.com

**www.WannaGoHome.com**

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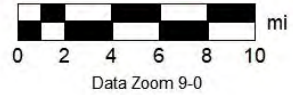
# AREA MAP



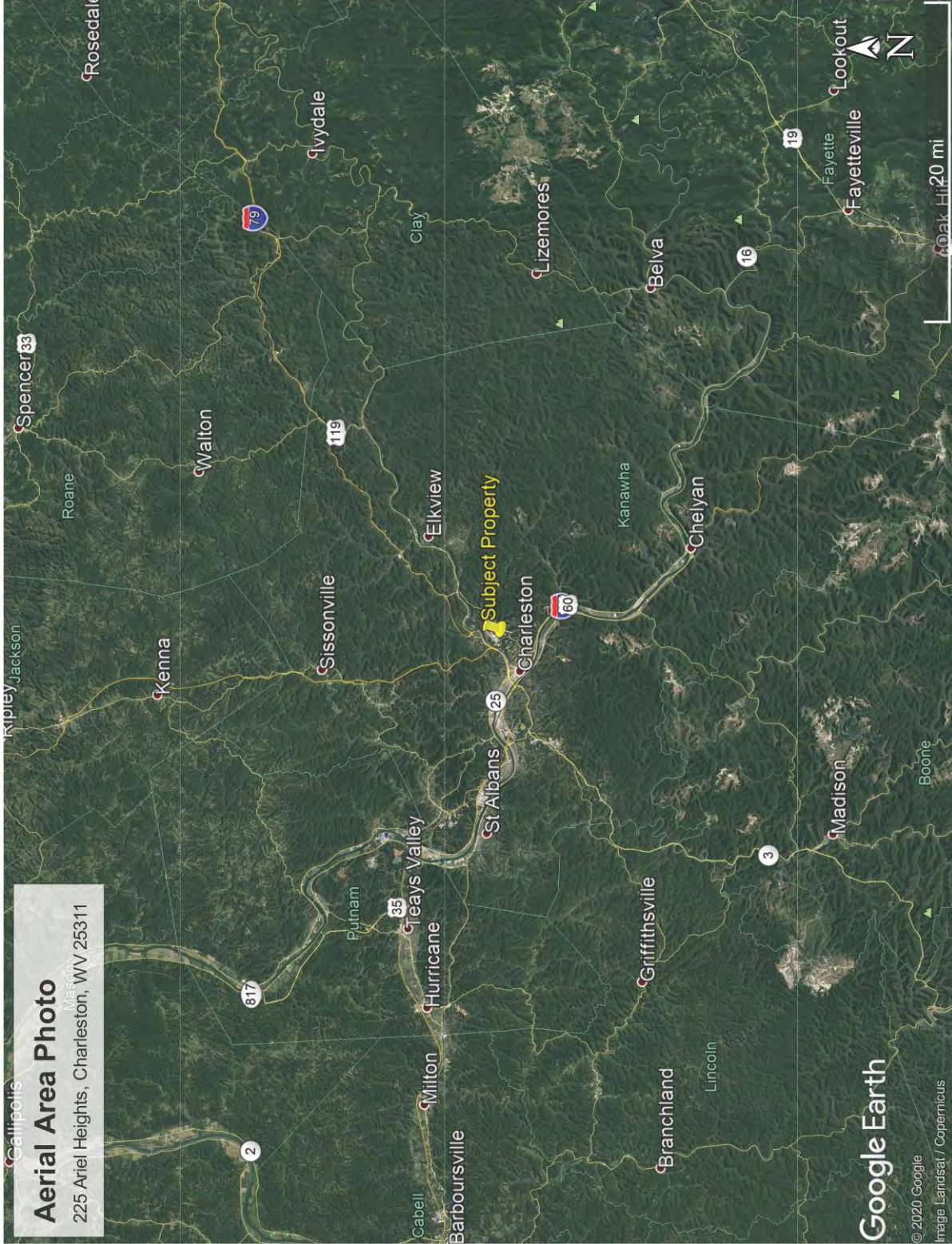
DeLorme Street Atlas USA© 2011



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www.delorme.com



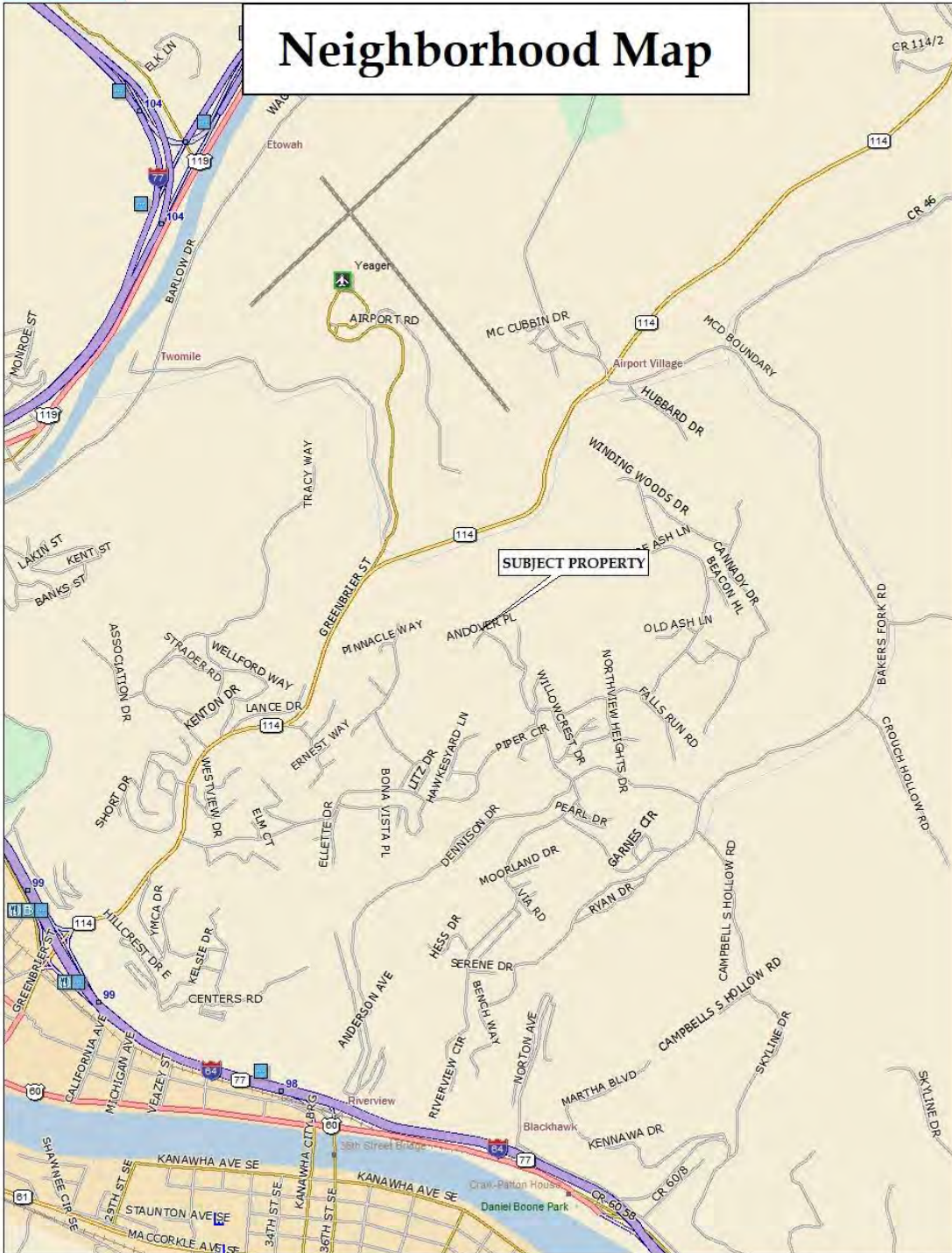
**GOOGLE EARTH AERIAL AREA PHOTOGRAPH**



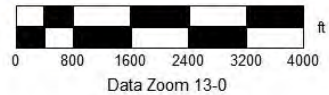
# NEIGHBORHOOD MAP



DeLorme Street Atlas USA© 2011



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www.delorme.com



**GOOGLE EARTH AERIAL NEIGHBORHOOD PHOTOGRAPH**





**GOOGLE EARTH AERIAL PHOTOGRAPH**



**Aerial Photo**

225 Ariel Heights, Charleston, WV 25311

Google Earth

© 2020 Google

# KANAWHA COUNTY SHERIFF'S 2020 TAX TICKET

9/14/2020

Kanawha County Sheriff's Tax Office Real Property Ticket - 2020-0000029175

## Kanawha County Sheriff's Tax Office Kanawha County Real Property



Tax Year: 2020	Account Number: 07588313
Ticket #: 0000029175	Taxpayer I.D.:
District: 10 - CHAS N	

Property Owner	Property Description
LETNAUNCHYN JOSEPH M & EVELYN  225 ARIEL HTS CHARLESTON, WV 25311 Lending Institution:	LT 10B PHASE 1 BRIARWOOD ESTATES 1-36/100A M/L  <hr/> Map/Parcel: 57 / 0015 0001 0000 Lot Size:                      Acreage: Book: 2696                      Page: 0276

Tax Class: 2  
 Homestead Exemption: None  
 Back Tax: None  
 Exoneration: None  
 Prior Delinquents: None  
 Special Disposition: None

### ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	63180	63180	
Building	227340	227340	
Total	290520	290520	2307.31

**DUE: First Half: none due Second Half: none due Total Due: none due**

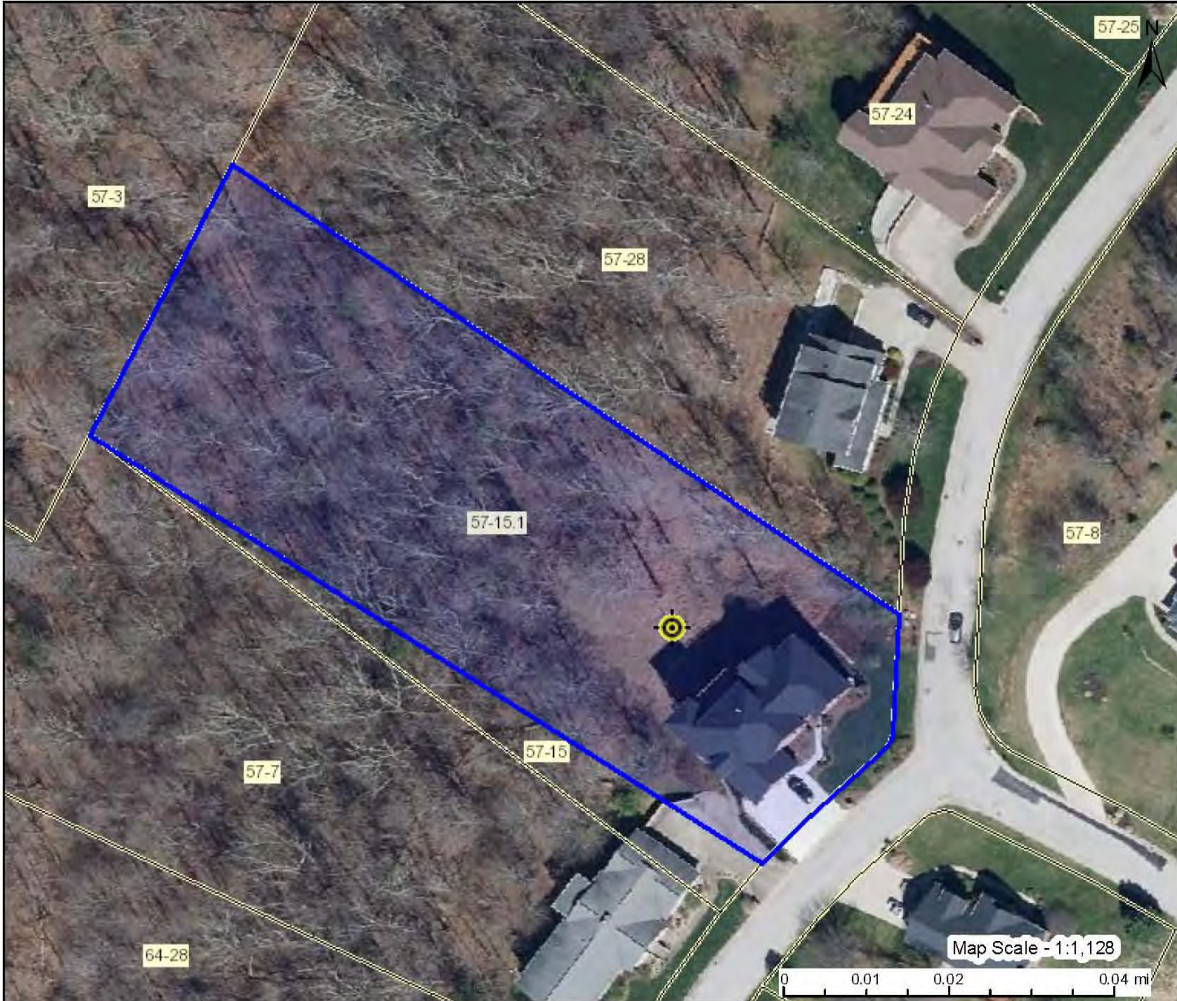
### PAYMENTS RECEIVED:

	First Half	Second Half
Net	2307.31	2307.31
Discount	57.68	57.68
Interest	.00	.00
Total	2249.63	2249.63
Date	07/23/2020	07/23/2020






Please Remit Payment (if any) to: Kanawha County Sheriff's Tax Office  
 409 Virginia Street East  
 Room 120  
 Charleston, WV 25301  
 Or call (304) 357-0210 with questions.

# WV FLOOD TOOL MAP

## 225 Ariel Heights, Charleston, WV




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

<b>H I G H  R I S K</b>		Regulatory Floodway		Flood Info Location	<i>Map created on 9/14/2020</i>	
		1-Percent-Annual-Chance Flood Hazard Area With Base Flood Elevation (BFE)	<b>User Notes</b>			
		1-Percent-Annual-Chance Flood Hazard Area Without BFE (may have Advisory Flood Heights)	<b>Flood Hazard Area</b>	Location is <b>NOT WITHIN</b> any identified flood hazard area. Unmapped flood hazard areas may be present.		
		1-Percent-Annual-Chance Future Conditions (High Risk Advisory Flood Zones)	<b>Flood Zone</b>	Out of Flood Zone		
	Download the Full Legend for all flood tool symbols <a href="https://www.mapwv.gov/flood/map/docs/wv_flood_tool_legend.pdf">https://www.mapwv.gov/flood/map/docs/wv_flood_tool_legend.pdf</a>		<b>Stream Watershed (HUC8)</b>	Elk (5050007)		
<b>Disclaimer:</b> The online map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. Refer to the official Flood Insurance Study (FIS) for detailed flood elevation data in flood profiles and data tables. WV Flood Tool ( <a href="https://www.MapWV.gov/flood/">https://www.MapWV.gov/flood/</a> ) is supported by FEMA, WV NFIP Office, and WV GIS Technical Center.		<b>Flood Height Water Depth</b>	969.2 ft (Source: USACE 2009) (NAVD88)			
		<b>Elevation</b>	City of Charleston (ID: 540073)			
		<b>Community &amp; ID</b>	54039C0427E; Effective Date: 2/6/2008			
		<b>FEMA Map &amp; Date</b>	(38.355689, -81.588991) (WGS84)			
		<b>Location (lat, long)</b>	20-10-0057-0015-0001			
		<b>Parcel ID</b>	225 ARIEL HTS, CHARLESTON, WV			
		<b>E-911 Address</b>				

# WV REAL ESTATE ASSESSMENT DATA

**WV Real Estate Assessment Data**



Date 9/14/2020

About

New Search

Structure Drawing

Parcel ID	20-10-0057-0015-0001	Tax Year	2019	County	Kanawha	
Root PID	20100057001500010000					

**Property Owner and Mailing Address**

Owner(s) LETNAUNCHYNN JOSEPH M & EVELYN  
 Mailing Address 225 ARIEL HTS, CHARLESTON, WV 25311

**Property Location**

Physical Address 225 ARIEL HTS  
 E-911 Address 225 ARIEL HTS CHARLESTON WV 25311  
 Parcel ID 20-10-0057-0015-0001  
 County 20 - Kanawha  
 District 10 - Charleston North Corp  
 Map [005Z](#) (Click for PDF tax map)  
 Parcel No. 0015  
 Parcel Suffix 0001  
 Map View Link <https://mapwv.gov/parcel/?pid=20-10-0057-0015-0001>

**General Information**

Tax Class	Book / Page	Deeded Acres	Calculated Acres	Legal Description
2	2696 / 0276	1.360	1.41	LT 10B PHASE 1 BRIARWOOD ESTATES 1-36/100A M/L
		1.41		

**Cost Value**

Dwelling Value	\$383,500	
Other Bldg/Yard Values	\$0	Land Appraisal
Commercial Value	---	Building Appraisal
		Total Appraisal
		\$488,800

**Building Information**

Property Class	R - Residential
Land Use	101 - Residential 1 Family
Sum of Structure Areas	5,141

# of Buildings (Cards) 1

Year	Card	Built	Stories	CG	Architectural Style	Exterior Wall	Basement Type	Square Footage (SFLA)	Building Value
2007	1	2	3P	Modern/Contemporary	Brick	Full	5,141	\$383,500	
								5,141	\$383,500

Year	Card	Built	Attic	Fuel	Heat System	Heat/AC	Bedrooms	Baths	Half Baths	Total Rooms
2007	1	2007	None	Electric	Electric	Central A/C	4	4	1	10
							4	4	1	10

**Flood Zone Information**

Learn more at [WV Flood Tool](#)

Acres (c.) Risk  
1.41 Low

This parcel appears not to be within any identified flood hazard zone.

**Sales History**

[Learn More](#)

Sale Date	Price	Sale Type	Source Code	Validity Code	Book	Page
7/27/2007	\$540,500	Land and Buildings	1	0	2696	0276
8/11/2006	\$45,000	Land only	4	3	2670	0976

**Parcel History**

Tax Year	Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2019	2	LETNAUNCHYN JOSEPH M & EVELYN	225 ARIEL HTS, CHARLESTON, WV 25311	2696/ 0276	LT 10B PHASE 1 BRIARWOOD ESTATES 1-36/100A M/L	\$105,300	\$383,500	\$488,800
2018	2	LETNAUNCHYN JOSEPH M & EVELYN	225 ARIEL HTS, CHARLESTON, WV 25311	2696/ 0276	LT 10B PHASE 1 BRIARWOOD ESTATES 1-36/100A M/L	\$105,300	\$388,100	\$493,400
2017	2	LETNAUNCHYN JOSEPH M & EVELYN	225 ARIEL HTS, CHARLESTON, WV 25311	2696/ 0276	LT 10B PHASE 1 BRIARWOOD ESTATES 1-36/100A M/L	\$105,300	\$392,700	\$498,000

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2016	2	LETNAUNCHYN JOSEPH M & EVELYN	225 ARIEL HTS, CHARLESTON, WV 25311	2696/ 0276	LT 10B PHASE 1 BRIARWOOD ESTATES 1- 36/100A M/L	\$105,300	\$436,200	\$541,500
2015	2	LETNAUNCHYN JOSEPH M & EVELYN	225 ARIEL HTS, CHARLESTON, WV 25311	2696/ 0276	LT 10B PHASE 1 BRIARWOOD ESTATES 1- 36/100A M/L	\$105,300	\$441,300	\$546,600

[Show/Hide Parcel History Prior to 2015](#)

# CITY OF CHARLESTON ZONING MAP

**Zoning Ordinance Web Map App**

225 Ariel Hts, Charleston, WV, 2

Information Details

**Zoning Class - R-4**  
**Zoning Description - SINGLE FAMILY RESIDENTIAL DISTRICT.**

For more information about the Land Use for this Class, [click here](#). This will take you to the Land Use Table referenced in the Zoning Ordinance PDF.

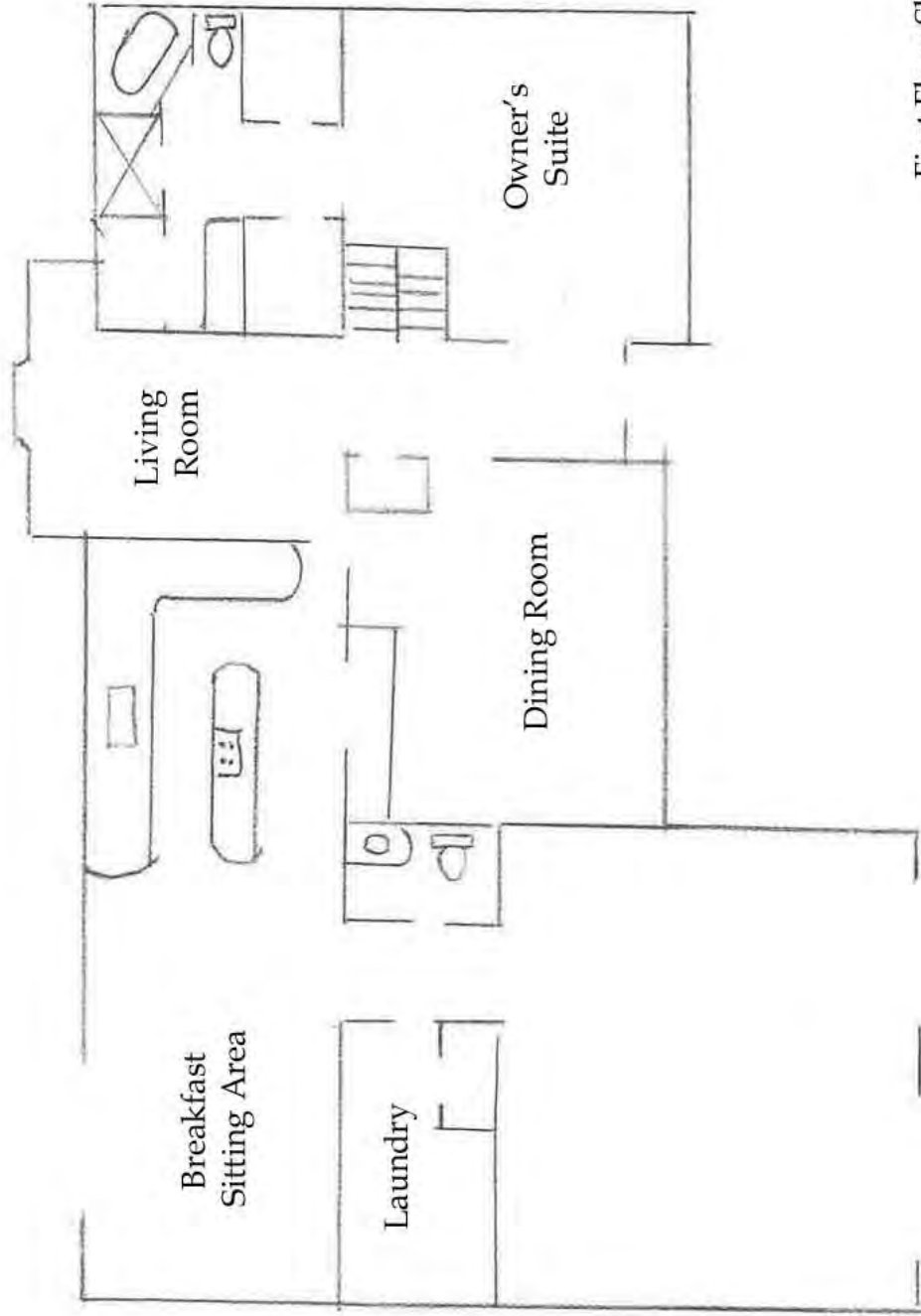
For more information about this Zoning Class, [click here](#). This will take you to the article that describes this class in more detail in the Zoning Ordinance PDF.

**Ver: 0.01**  
**Last Revision: 1/09/2020**  
**For Assistance: City's Planning Dept**  
**Published by: City's GIS Manager**  
**Platform: ArcGIS Enterprise**

Basemap

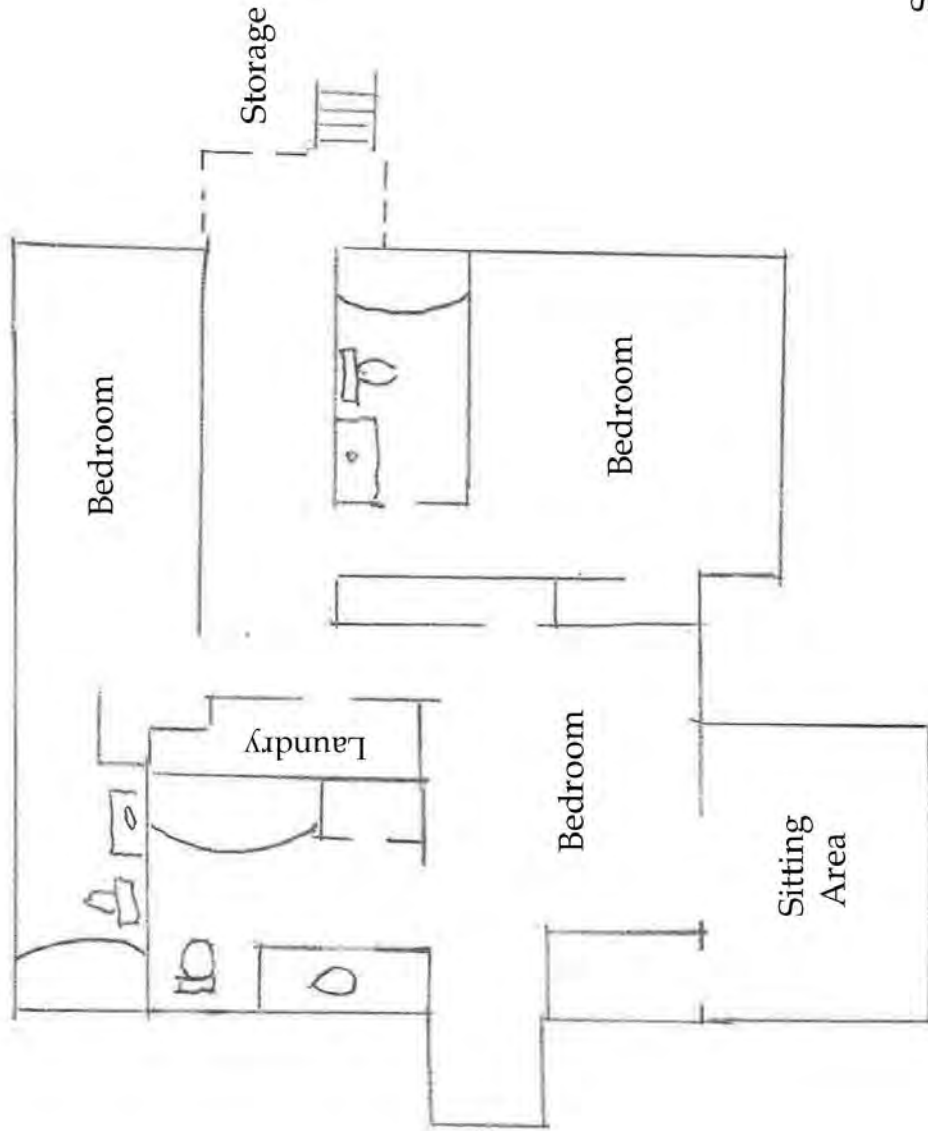
Esri Community Maps Contributors, WWU Facilities, VITA...

**FLOOR PLANS**

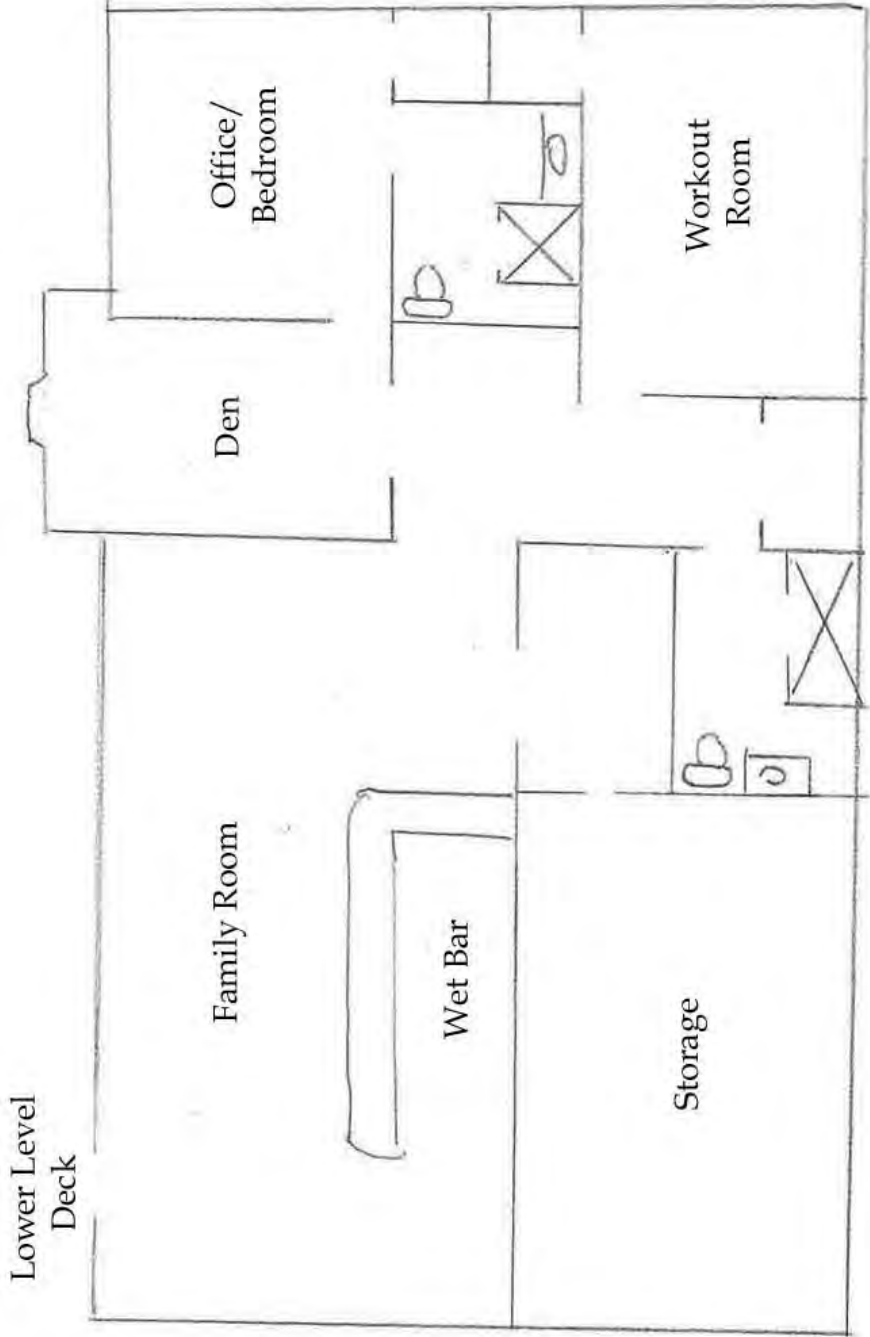


First Floor Sketch





Second Floor Sketch



Lower Level Sketch

**DEED BOOK 2696/PAGE 276**

**WARRANTY DEED**

THIS DEED, made this, the 27<sup>th</sup> day of July, 2007, by and between Wesley Carpenter, party of the first part, and Joseph M. Letnaunchyn and Evelyn Letnaunchyn, or the survivor, parties of the second part.

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby GRANT and CONVEY unto the said parties of the second part, as joint tenants with the incident of survivorship and not as tenants in common, the following described real estate:

All that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, located in the City of Charleston, Charleston North Annex Tax District, Kanawha County, West Virginia, more particularly bounded and described as follows:

Being all of Lot No. Ten B (10B), containing 1.367 acres, of Phase I, of Briarwood Estates Subdivision, as shown upon a map thereof made by Jack L. Roy, L. L. S. #18, dated August 15, 1997, with the approval of the Municipal Planning Commission shown thereon as of September 24, 1997, of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Photostatic Map Book 53, at page 24; it being the intention of this conveyance that only Lot Ten B (10B), Phase I, of Briarwood Estates Subdivision, be conveyed by this deed, which is a part of the original Lot Ten (10), Phase I, of Briarwood Estates Subdivision, as shown upon maps of record in the aforesaid Clerk's Office in Map Book 52, at pages 44 and 45, and re-recorded in Map Book 53, at page 18, and that the remainder of the original Lot Ten (10) aforesaid, namely, Lot Ten A (10A), as shown upon the map of record as aforesaid in Map Book 53, at page 24, be and remain the property of the first parties hereto, and to become a part of Lot Nine (9) as stated upon said map, said Lot Nine (9) and Lot Ten A (10A) shown to contain 1.966 acres upon the map of record in Map Book 53, at page 24.

This conveyance is made subject to the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Briarwood Estates, Inc., as set forth in an instrument dated January 27, 1997, of record in the aforesaid Clerk's Office in Deed Book 2403, at page 670.

This conveyance is further made subject to a right of way to Appalachian Power Company, by deed dated July 9, 1996, of record in the aforesaid Clerk's Office in Deed Book 2400, at page 630.

This property is further made subject to right of way to WV American Water Company, by deed dated July 9, 1996, of record in the aforesaid Clerk's Office in Deed Book 2394, at page 445.

This conveyance is further made subject to a right of way to Appalachian Power Company, by deed dated March 24, 1998, of record in the aforesaid Clerk's Office in Deed Book 2437, at page 546.

LSOT: Deed Book 2670, Page 976, dated August 11, 2006, Office of the Clerk of the County Commission of Kanawha County, West Virginia.

BT-39554

*JOSEPH M. LETNAUNCHYN  
205 ARDEN HEIGHTS  
CHARLESTON, WV 25301*

DEED 2696 276  
Recorded in Above Book and Page  
08/02/2007 09:20:53 AM  
Wesley J. McDermott  
County Clerk  
Kanawha County, WV  
Deed Tax \$11.00  
Recording Fee \$10.00  
TOTAL \$21.00

Warranty Deed  
Carpenter to Letnaunchyn  
Page Two

This conveyance is made subject to any and all covenants, restrictions, easements and reservations which may be a matter of record in the Clerk's office aforesaid and running with the land.

And the said party of the first part does hereby covenant to and with the said parties of the second part that he will WARRANT GENERALLY the title to the property hereby conveyed, except as to taxes for the current year, which are to be pro-rated by and between the parties hereto.

The grantor herein does hereby declare that the total consideration paid for the property transferred by this document is \$ 540,500.00 .

WITNESS, the following signature:

  
Wesley Carpenter

STATE OF WEST VIRGINIA  
COUNTY OF BRAXTON , SS:

The foregoing instrument was acknowledged before me this 27 day of July, 2007, by Wesley Carpenter.

  
Notary Public

My Commission expires: March 1, 2010



THIS INSTRUMENT PREPARED BY:

**EDWARDS, KLEIN, ANDERSON & SHOPE, PLLC**  
Attorneys at Law  
618 Tenth Street  
Huntington, WV 25701

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on and the same is admitted to record.

**AUG 02 2007**  
Tasle: [Signature] 2007 Commission Clerk  
Kanawha County Commission

## **MANNER OF SALE**

The aforementioned properties will be offered at public auction to be held on Tuesday, November 10, 2020 at 12:00 pm. The auction will be held onsite at 225 Ariel Heights, Charleston, Kanawha County, West Virginia 25311. **Announcements made by the auctioneer at the time and place of sale take precedence over ALL printed materials.**

## **TERMS OF SALE**

A deposit of ten (10) percent, payable in cash, cashiers, bank or certified check, or personal check, will be required of the purchaser at the time and place of sale. Closing must occur within thirty (30) days or by 5:00 p.m. Thursday, December 10, 2020. All costs incident to closing including, but not limited to recordation fees, transfer taxes, title insurance fees, etc., to be paid by the Purchaser. All annualized expenses, such as real property taxes and County fees, to be adjusted to date of closing and assumed thereafter by the Purchaser. Time is of the essence. For complete "Terms of Sale" see the Contract of Sale printed in the Property Information Package.

## **BUYER'S PREMIUM**

A ten percent (10%) Buyer's Premium shall be added to the high bid and the final sales price will include that amount.

## **PROPERTY INSPECTIONS**

Properties are available for inspection by appointment only. Contact Jay Goldman of Goldman Associates, Inc. at (304) 343-5695.

## **BROKER REGISTRATION RULES**

A two percent (2%) referral fee will be paid by the Seller to the properly licensed Broker/Agent whose Client purchases the property at the Auction and settles on the property at closing. To qualify for a referral fee, the Broker/Agent must abide by the following rules:

1. Broker/Agent must be validly licensed.
2. The Broker must register the Client on an official registration form and forward by mail to Goldman Associates, Inc. at 1014 Bridge Road, Charleston, West Virginia 25314 or fax to (304) 343-5694. Please attention it "225 Ariel Heights Auction" and it must be faxed no later than Friday, November 6, 2020 by 5:00 pm.
3. Registration form must be signed by both Broker/Agent and Client. A West Virginia Real Estate Commission Notice of Agency Relationship must be signed by the client and agent.
4. Broker/Agent must attend the Auction with the Client.
5. Referral fees will be paid upon closing.
6. Registrations faxed after 5:00 p.m. Friday, November 6, 2020 **WILL NOT** be accepted. These requirements will be strictly adhered to.

## **BROKER REGISTRATION AGREEMENT**

I, \_\_\_\_\_ (“Registered Broker/Agent”) a Broker/Agent with \_\_\_\_\_ (Brokerage Firm) hereby register my client, \_\_\_\_\_ (“Client”) for the Tuesday, November 10, 2020 Auction of the property referred to as “225 Ariel Heights, Charleston, Kanawha County, West Virginia” Auction.

### **BROKER HEREBY AGREES TO THE FOLLOWING:**

1. If my Client is the Successful Bidder at the Auction, I will receive a referral fee of two percent (2%) of the Final Bid Price from the Seller upon compliance with all terms and conditions of this agreement. It is understood and agreed that Client must acknowledge my representation by signing this agreement. Referral fee will be paid upon closing under the Contract of Sale. It is understood and agreed that no referral fee or compensation whatsoever shall be due unless and until each of the following conditions has occurred: (a) my delivery of this Broker Registration Agreement to Goldman Associates, Inc.; (b) execution by Client and ratification by Seller of the Contract of Sale; and (c) actual and final closing of title as evidenced by execution, delivery and recording (where applicable) of all closing instruments, and payments in full of the purchase price specified in this Contract of Sale. It is further understood and agreed that if for any reason whatsoever the sale is not finally closed, including acts, omissions, or negligence on the part of Seller and/or Auctioneer, Auctioneer and Seller is relieved from any and all liability, claim or charge whatsoever, and no referral fee or other compensation shall be due or payable to me. If my Client’s default under the Contract of Sale results in forfeiture of the Deposit (as defined in the Contract of Sale), or any portion thereof, or Client pays or becomes liable for damages to Seller, I shall not be entitled to any portion of such forfeited deposit(s) or damages.
2. I hereby represent and warrant that I am: (a) a duly licensed real estate Broker/Agent under the laws of West Virginia; (b) serving only as a Broker/Agent in the transaction, not as a principal; and (c) my Client has no principal or ownership interest in my brokerage and is not a member of my immediate family.
3. I understand that a prospective purchaser may only be represented by one Broker/Agent.

4. It is understood and agreed that this registration agreement is valid only for the day of Auction and expires upon conclusion of the Auction, unless my Client is the Successful Bidder at the Auction.

**CLIENT HEREBY AGREES TO THE FOLLOWING:**

1. I hereby acknowledge that the within named Broker/Agent is my sole and exclusive representative in this matter.
2. I represent and warrant that I am not a principal in, nor do I have any ownership interest in, the brokerage firm named in this "Broker Registration Agreement" and am not a member of the immediate family of said broker.

**THIS AGREEMENT MUST BE COMPLETED, IN FULL, BY ALL PARTIES AND FAXED TO GOLDMAN ASSOCIATES, INC. AT 1014 BRIDGE ROAD, CHARLESTON, WEST VIRGINIA 25314 AND FAXED NO LATER THAN 5:00 P.M. (EDT) FRIDAY, NOVEMBER 6, 2020.**

CLIENT:

REGISTERED BROKER/AGENT:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
/\_\_\_\_\_  
WV Broker License #/Brokerage Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# NOTICE OF AGENCY RELATIONSHIP

## NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- \* Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- \* A duty of honest and fair dealing and good faith.
- \* Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- \* Must promptly present all written offers to the owner.
- \* Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) \_\_\_\_\_, affiliated with

(firm name) \_\_\_\_\_, is acting as agent of:

- The Seller, as listing agent or subagent.       The Buyer, as the buyer's agent.  
 Both the Seller and Buyer, with the full knowledge and consent of both parties.

### CERTIFICATION

By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.

_____	_____	_____	_____
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date
_____	_____	_____	_____
Seller	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature \_\_\_\_\_

Date \_\_\_\_\_

WV Real Estate Commission  
300 Capitol Street, Suite 400  
Charleston, WV 25301  
304.558.3555  
<www.wvrec.org>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.

Effective March 2009



## **ABSENTEE BID INSTRUCTIONS**

Individuals unable to physically attend this auction may still bid either by telephone or by placing an absentee bid with us. You must submit the required deposit in certified funds along with the complete Absentee Bid Form (next page) and the signed Contract of Sale to us prior to the auction date. We will then arrange for you to bid via telephone, or in the case of an absentee bid, bids will be placed by the Auctioneer for you at the auction based on the instructions in the Absentee Bid Form.

The executed Absentee Bid Form, Contract of Sale, and required deposit in certified funds must be received in the office of Goldman Associates, Inc. by 5:00 p.m. Friday, November 6, 2020.

**ABSENTEE BID FORM**

I/we \_\_\_\_\_ hereby submit a bid of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the property owned by Joseph M. and Evelyn Letnaunchyn located at 225 Ariel Heights, Charleston, Kanawha County, West Virginia 25311, and identified in the Charleston North Tax District on Map 57 as Parcel 15.1 to be auctioned by Goldman Associates, Inc., on Tuesday, November 10, 2020 at 12:00 pm.

Goldman Associates, Inc. is hereby authorized to place bids on my/our behalf to the foretasted amount. I/we have signed the required Contract of Sale (attached herewith) and have herewith submitted the required deposit of ten (10) percent of the bid to Goldman Associates, Inc. If my/our bid is accepted, I/we authorize Goldman Associates, Inc., to enter the final bid price on my/our behalf.

\_\_\_\_\_  
Signature (Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature (Seal)

\_\_\_\_\_  
Witness

**CONTRACT OF SALE**

This Contract of Sale, made this 10<sup>th</sup> day of November, 2020, by and between the following parties: Joseph M. and Evelyn Letnaunchyn, as Sellers and \_\_\_\_\_, as Buyer.

That for and in consideration of Buyer's offer in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), including a Buyer's Premium of ten percent (10%), made to Goldman Associates, Inc., ("Broker"), on November 10, 2020, the acceptance of which is hereby confirmed by Seller upon the terms and covenants set forth below, Seller and Buyer covenant and agree that Seller shall sell and convey all that certain property located at 225 Ariel Heights, Charleston, Kanawha County, West Virginia 25311, as described in Deed Book 2696 at Page 276 recorded in the Kanawha County Clerk's Office. The property is identified in the Kanawha County Assessor's Office in the Charleston North Tax District on Map 57 as Parcel 15.1. The Deed is made part of the Property Information Package and will be attached to and made a part of this Contract of Sale, once completed, for all relevant purposes, together with all improvements and appurtenances ("Property"), upon the following terms and covenants:

1.0 Purchase Terms - Purchase price of Property is \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) including Buyer's Premium. Deposit has been received from Buyer with this Contract in the form of a check in the amount of ten (10) percent of the bid, which deposit shall be deposited by Broker in a non-interest bearing escrow account. Balance of purchase price in the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) to be paid at closing.

- 1.1 Closing - The closing of the sale of the Property ("Closing") shall be by Thursday, December 10, 2020, time being of the essence. Closing shall be complete when the General Warranty Deed conveying title to Buyer is executed, delivered and recorded. Closing is to be made at a location designated by Seller, or such location as the parties may mutually agree.
- 1.2 Purchaser's Costs - Buyer shall pay for its Title Commitment, Owner's Policy and for Buyer's engineering, survey, and other professional fees, costs and expenses. Any and all costs incident to closing, including transfer taxes, recordation fees, documentary stamps and any other related costs, to be paid solely by Buyer.
- 1.3 Possession - Buyer shall have exclusive possession of the Property as of the Closing.
- 1.4 Conveyance - Seller, upon tender by Buyer of the full amount of the purchase price, shall convey the Property to Buyer by a General Warranty Deed, subject to:
  - (a) Any lien for real property taxes for the 2020 tax year (lien dated July 1, 2020), which Seller and Buyer shall prorate on a calendar year basis as of the date of closing. All annualized charges including but not limited to taxes, water charges, fire fees, if any, shall be adjusted to date of Closing;
  - (b) Any matter ascertainable by an on the ground survey or physical inspection of the property; and

- (c) All easements, restrictions, covenants, and agreements of record as of November 10, 2020.
2. Buyer Inspection - Buyer expressly understands and agrees that the sale is “as-is” and that Seller and Auctioneer/Broker have made no, and shall not be liable to Buyer for any, representations or warranties respecting:
- (a) the availability of any utilities or local services to the Property or to any of the improvements thereon;
  - (b) the land use status or physical condition of the surface or subsurface of the Property or any of the improvements thereon; or
  - (c) the environmental condition of the surface, subsurface and all improvements of the Property. Buyer understands and agrees that nothing in this Contract of Sale shall be construed to impose or imply any obligation or liability on Seller prior to or after the Closing Date to alter, improve or repair the Property or any improvements thereon, or to initiate or pay for any abatement, remediation or other response action to the existence of any hazardous waste, material or substance subject to remediation or other response action in compliance with any state or federal law or regulations on or under the surface of the Property or any appurtenant easement location, or in , on or under the improvements thereon.
3. Risk of Loss - Any loss or damage to the Property by fire or other casualty, whether or not covered by insurance, which occurs prior to Closing shall not in

any way void or impair this Contract of Sale. The Seller shall maintain fire and extended coverage insurance on the premises until closing.

4. Agreement - This Contract of Sale represents the entire agreement between the parties and shall extend to and be binding upon the heirs, personal representatives, successors and assigns, provided, however, that no assignment of any rights under this Contract of Sale may be made by either party without the prior written express consent of the other party. If Buyer is a business entity, the principals of Buyer hereby join in the execution of this Contract, including without limitation, the payment of the purchase price on the closing date. If more than one person executes this Contract pursuant to this clause, the obligations of each such person shall be joint and several.
5. Notices - Notices of any form and purpose shall be sent to the parties at their addresses shown below by Federal Express Next Day Delivery or UPS Overnight Next Day Delivery or any national overnight courier service providing proof of date and receipt of delivery.
6. Damages for Buyer's Breach - In the event of default by Buyer in the consummation of the purchase of Property in accordance with the terms of this Contract, the deposit shall be forfeited to Seller, which shall be divided equally between the Sellers and Auctioneer. In addition, Seller reserves the right to pursue any and all legal remedies available by law or equity including the right to maintain an action for specific performance or to have Property resold at the risk and expense of Buyer.

7. Attorney's Fees - Should any litigation be commenced between the parties hereto concerning the premises, this Contract, or the rights and duties of either in relation thereto, the party (Buyer or Seller) prevailing in such litigation shall be entitled, in addition to such other relief granted, to a reasonable sum as and for their attorney's fees in such litigation, such sum to be determined by the Court in such litigation, or in a separate action brought for that purpose, and the parties agree not to enjoin BROKER and to indemnify BROKER, to the extent permissible by law, for its costs and fees.
8. Special Notice - BROKER assumes no responsibility for the condition of Property nor for the performance of this Contract by any or all parties hereto. Buyer hereby warrants and represents that BROKER have not made any statement, representation or warranty regarding the condition of the premises, zoning conditions, governmental requirements or environmental matters, guarantees or warranties of the like, upon which Buyer has relied and which is not contained in this Contract. The Auctioneer is licensed by the West Virginia Department of Agriculture and bonded in favor of the State of West Virginia. The parties recognize Jay Goldman as the sole Broker/ Auctioneer in this agreement.
9. Governing Law - This Contract is executed in the State of West Virginia and shall be governed by, and interpreted in accordance with, the laws of the State of West Virginia.
10. Legal Notice - If a legal notice is required to be published, the Buyer agrees to extend the closing date to meet this requirement.



11. Fixtures & Equipment - All fixtures and equipment that are in the building as of the date of sale shall transfer from the Seller to the Buyer by this contract.

Executed in one or more counterparts any one of which shall constitute an original.

BUYER:

SELLER:

**JOSEPH M. & EVELYN  
LETNAUNCHYN**

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Joseph M. Letnaunchyn

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Evelyn Letnaunchyn

STATE OF WEST VIRGINIA,  
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
November, 2020, by \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

STATE OF WEST VIRGINIA,  
COUNTY OF KANAWHA, to wit:

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
November, 2020, by \_\_\_\_\_.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

# NOTICE OF AGENCY RELATIONSHIP

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- Must promptly present all written offers to the owner.
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In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) Jay Goldman, affiliated with

(firm name) Goldman Associates Inc, is acting as agent of:

- The Seller, as listing agent or subagent.       The Buyer, as the buyer's agent.  
 Both the Seller and Buyer, with the full knowledge and consent of both parties.

### **CERTIFICATION**

By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.

Seller <u>Joseph M. Letnaunchyn</u>	Date	Buyer	Date
Seller <u>Evelyn Letnaunchyn</u>	Date	Buyer	Date
Seller	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature \_\_\_\_\_

Date \_\_\_\_\_

WV Real Estate Commission  
300 Capitol Street, Suite 400  
Charleston, WV 25301  
304.558.3555  
<[www.wvrec.org](http://www.wvrec.org)>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.

Revised - 03/12/09  
Goldman Associates Inc 1014 Bridge Road Charleston, WV 25314  
Phone: 301-343-5695 Fax: 304-343-5694 Jay Goldman



Untitled

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)