

REAL ESTATE AUCTION



TWO-STORY RESIDENCE

120 BRENTWOOD ROAD, NITRO, WV 25143

AUCTION HELD ONSITE

PROPERTY INFORMATION PACKAGE

THURSDAY, NOVEMBER 15, 2018 – AT 11:05 AM

JAY GOLDMAN, BROKER, AUCTIONEER #1291

MARY STAPLES, AUCTIONEER #1756

GOLDMAN ASSOCIATES, INC.

1014 BRIDGE ROAD, CHARLESTON, WEST VIRGINIA 25314

(304) 343-5695 FAX (304) 343-5694









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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 on Thursday, November 15, 2018 at 11:05 a.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 five percent (5%) 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 ADDRESS: 120 Brentwood Road, Nitro,
Kanawha County, West Virginia 25143

LOCATION: Brookhaven Subdivision

OWNER: The Trustees of the Cross Lanes United Methodist Church

LEGAL DESCRIPTION: Deed Book 2216/Page 618

PROPERTY DESCRIPTION: Church & Parsonage

BUILDING AREA: 4 Bedroom/2.5 Bath

LAND AREA: 0.90 ± Acres

SALE LOCATION: Onsite

MINIMUM BID: \$37,500.00

BUYER'S PREMIUM: 5%

TAX DATA: 2017 Tax Assessment/2018 Taxes
Nitro Tax District - Map 24/Parcel 41
Map 24, Parcel 41

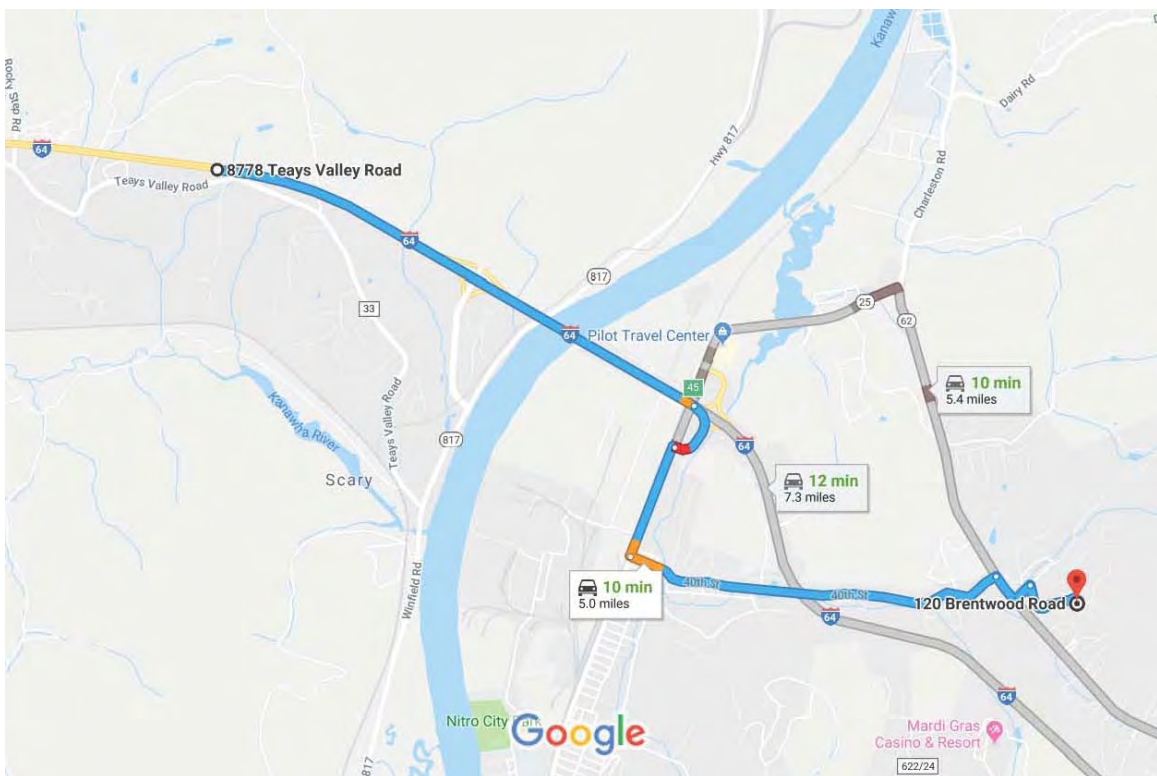
Land	\$	30,420.00
Building		<u>73,200.00</u>
Total	\$	103,620.00

Total Annual Taxes		Tax Exempt
Assessor's Appraised Value	\$	172,700.00

ZONING: R-1, Single-Family Residential District

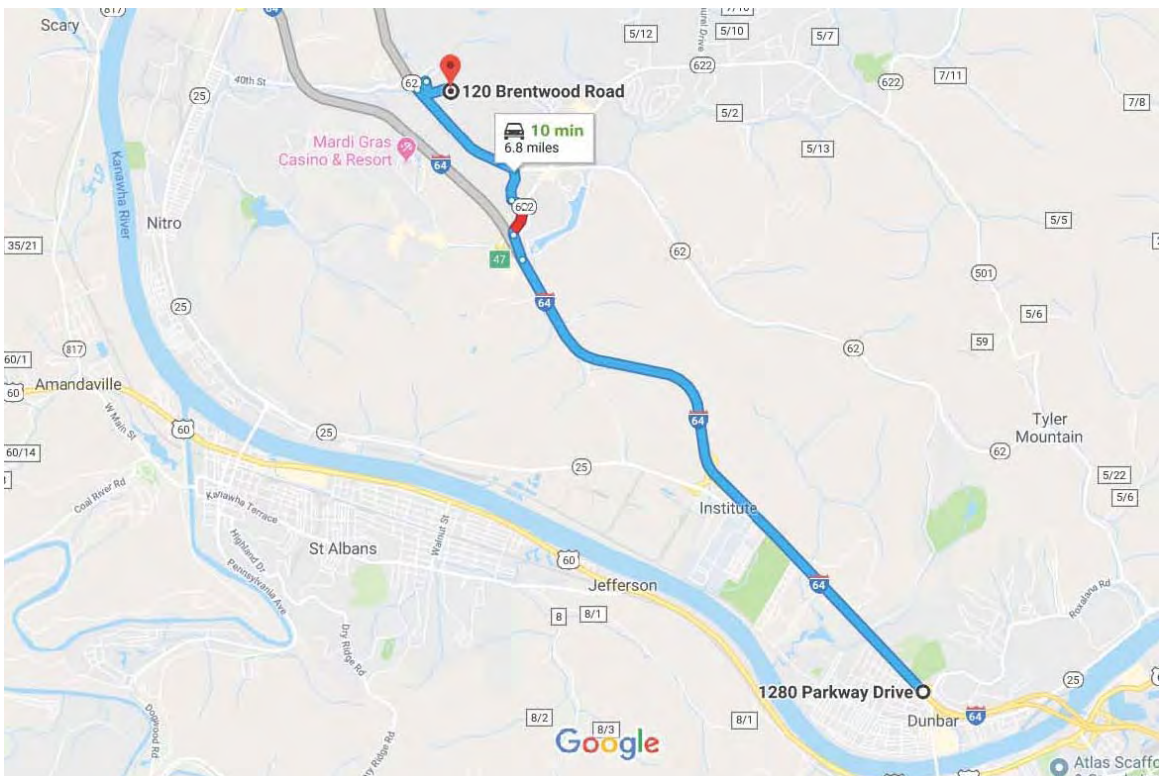
DIRECTIONS FROM TEAYS VALLEY AREA

Head East on Interstate 64	
Take Exit 45 for WV-25 Toward Nitro	0.3 Mile
Turn Left Onto WV-25 E/1 st Ave (Pass By Wendy's on the Left in 0.4 Mile)	0.5 Mile
Turn Left Onto 40 th Street	1.6 Mile
Turn Right Onto Cross Lanes Drive	0.1 Mile
Turn Left Onto Brookhaven Drive	466 Feet
Turn Right Onto Brentwood Road	0.3 Mile
Turn Right to Stay on Brentwood Road	105 Feet
Destination on Right	



DIRECTIONS FROM DUNBAR/SOUTH CHARLESTON AREA

Head Northwest on Interstate 64 W	
Use Right Lane to Take Exit 47 for WV-622/Goff Mountain Road	0.2 Mile
Turn Right Onto WV-622 N/Goff Mountain Road	0.2 Mile
Turn Left Onto Brick Lane	0.1 Mile
Turn Right Onto Casto Road	0.2 Mile
Turn Left Onto Cross Lanes Drive	1.0 Mile
Turn Right Onto Brookhaven Drive	466 Feet
Turn Right Onto Brentwood Road	0.3 Mile
Turn Right to Stay on Brentwood Road	105 Feet
Destination on Right	



ADVERTISEMENT

GOLDMAN ASSOCIATES



Real Estate Auction

Cross Lanes United Methodist Church Parsonage
120 Brentwood Road, Cross Lanes, WV
This is a two-story residence with four bedrooms, 2-1/2 bathrooms
and attached two car garage. Large corner lot!

**Open House - Tuesday, November 6th and
Wednesday, November 7th, 2018
Noon - 2:00pm.**

**Auction Date
Thursday, November 15, 2018
at 11:05am**

Auction Held Onsite
Minimum Bid: \$37,500.00
5% Buyer's Premium Applies

Jay Goldman, Auctioneer #1291/Broker
Mary Staples, Auctioneer #1756
304-343-5695 | www.goldmanassociates.org

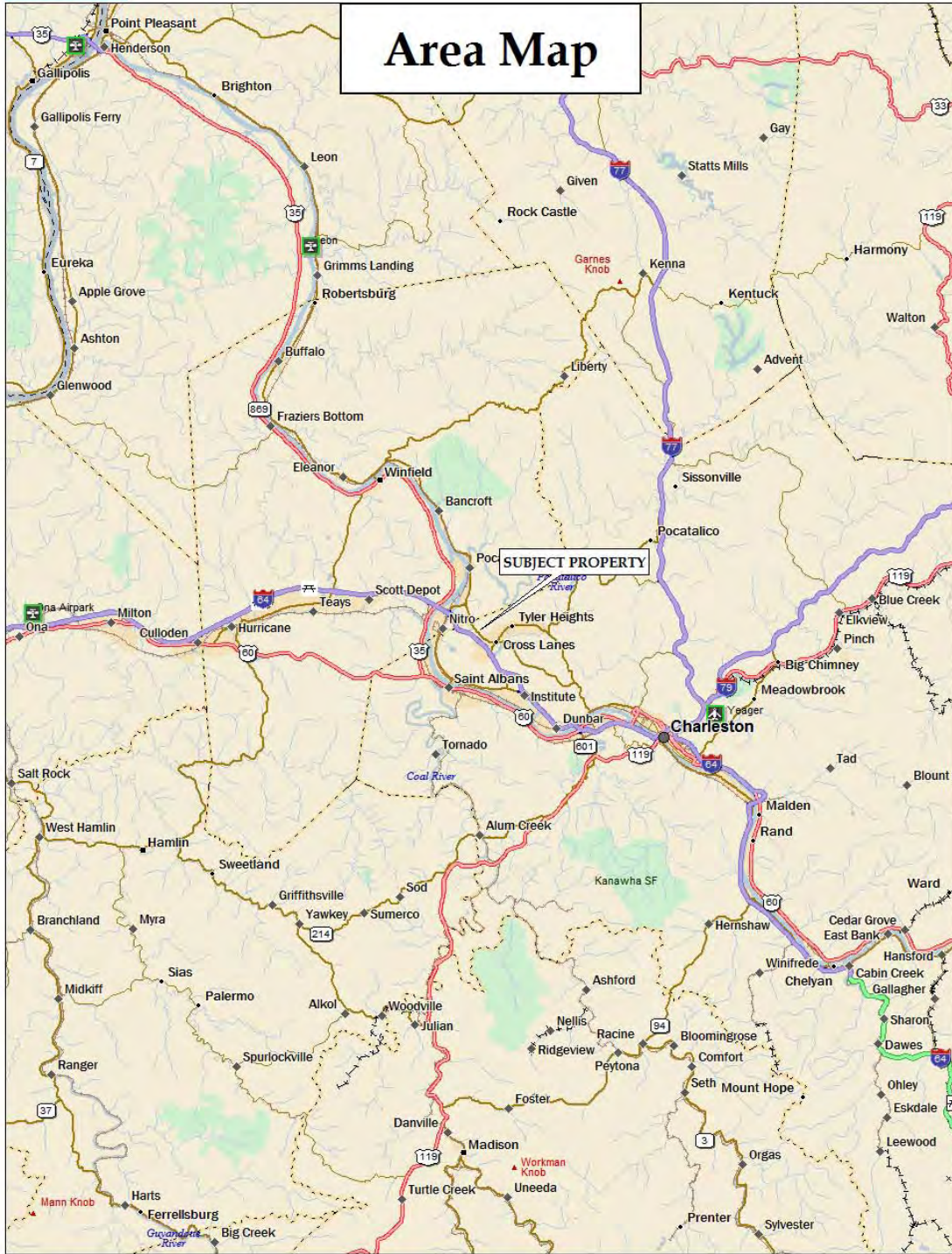
1014 Bridge Road, Charleston, WV 25314



AREA MAP

DeLORME

DeLorme Street Atlas USA® 2011



Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2011.
www.delorme.com

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MN (7.8° W)

0 2 4 6 8 10 mi
Data Zoom 9-0

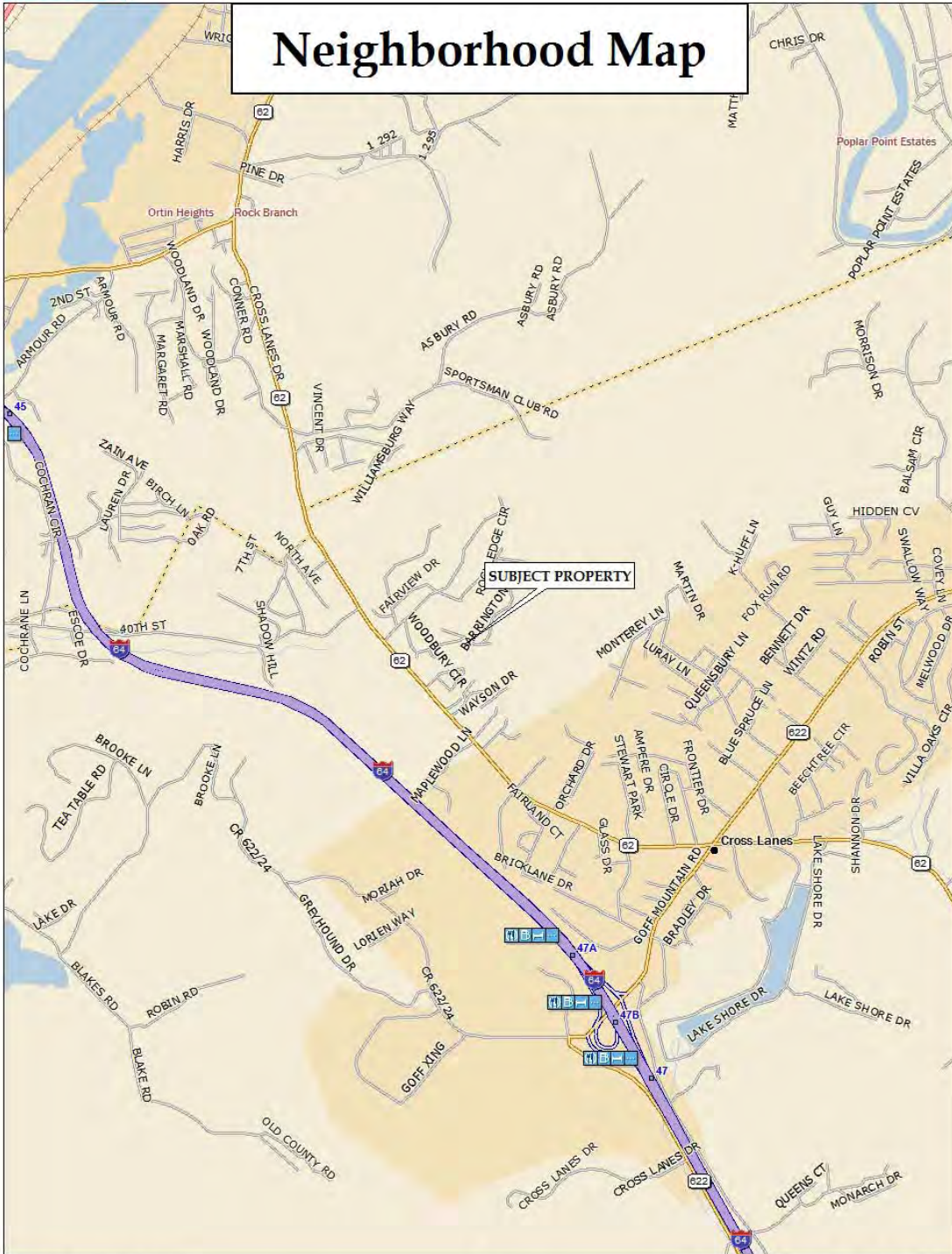
GOOGLE EARTH AERIAL AREA PHOTOGRAPH



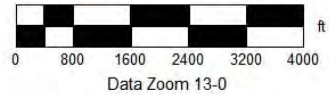
NEIGHBORHOOD MAP



DeLorme Street Atlas USA® 2011



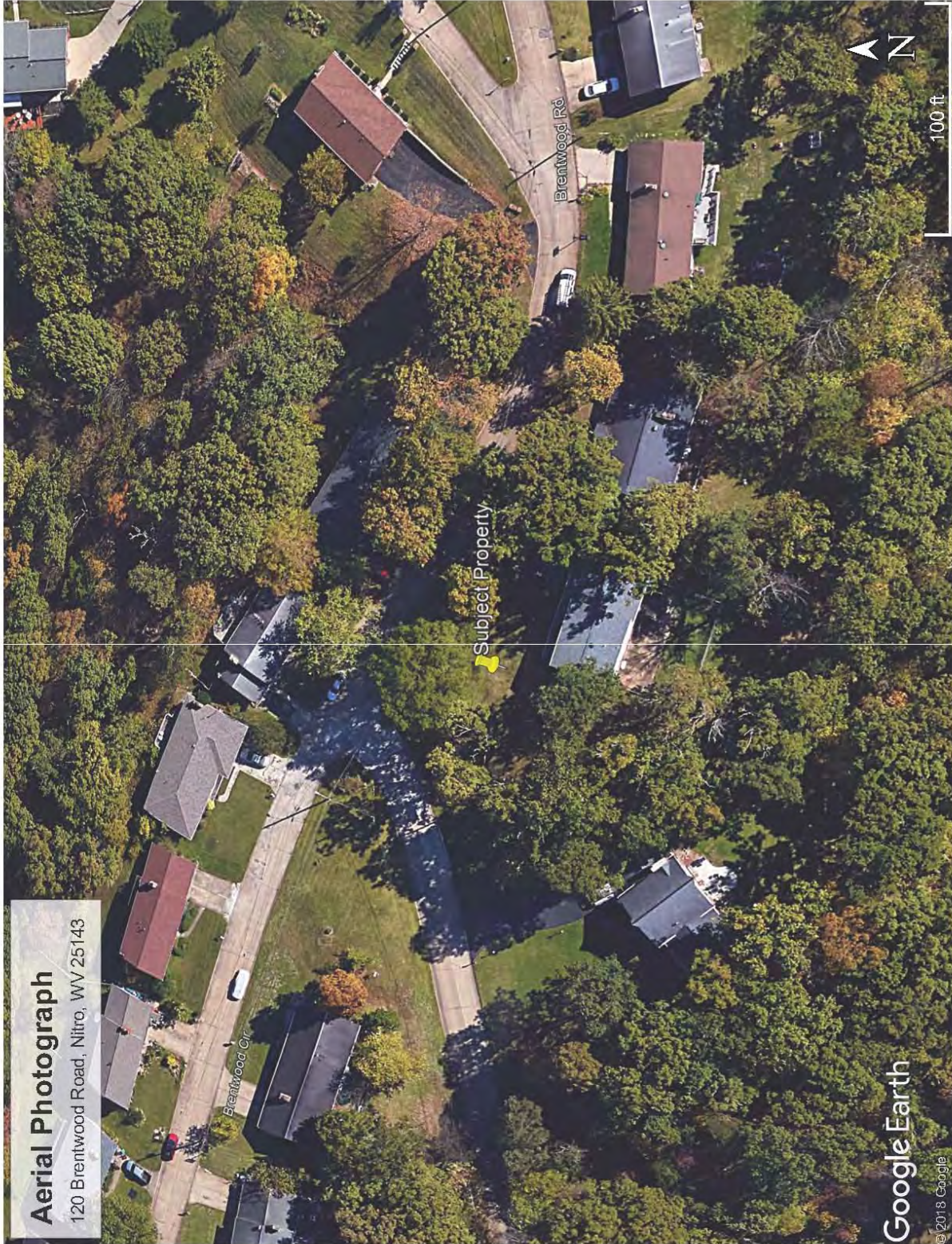
Data use subject to license.
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www.delorme.com



GOOGLE EARTH AERIAL NEIGHBORHOOD PHOTOGRAPH



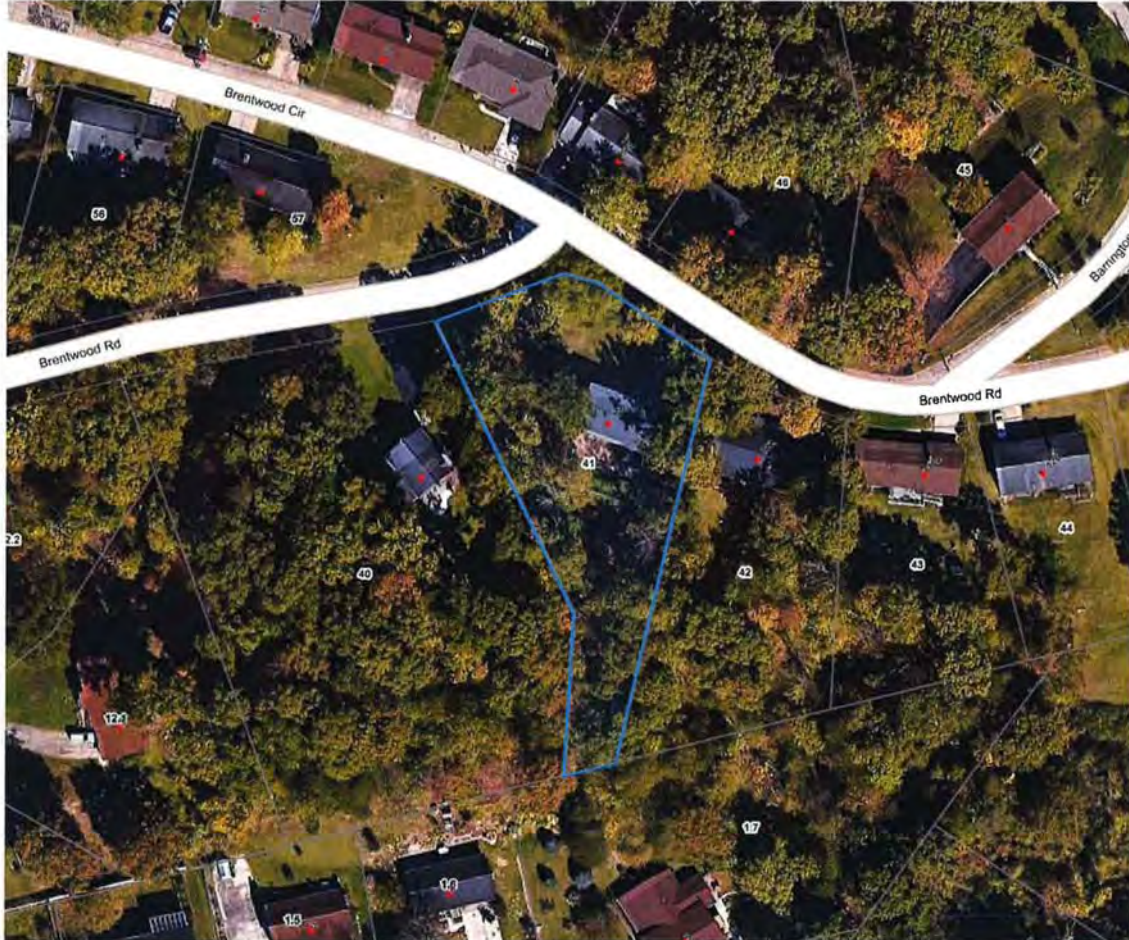
GOOGLE EARTH AERIAL PHOTOGRAPH






KANAWHA COUNTY ASSESSOR'S WEB MAP

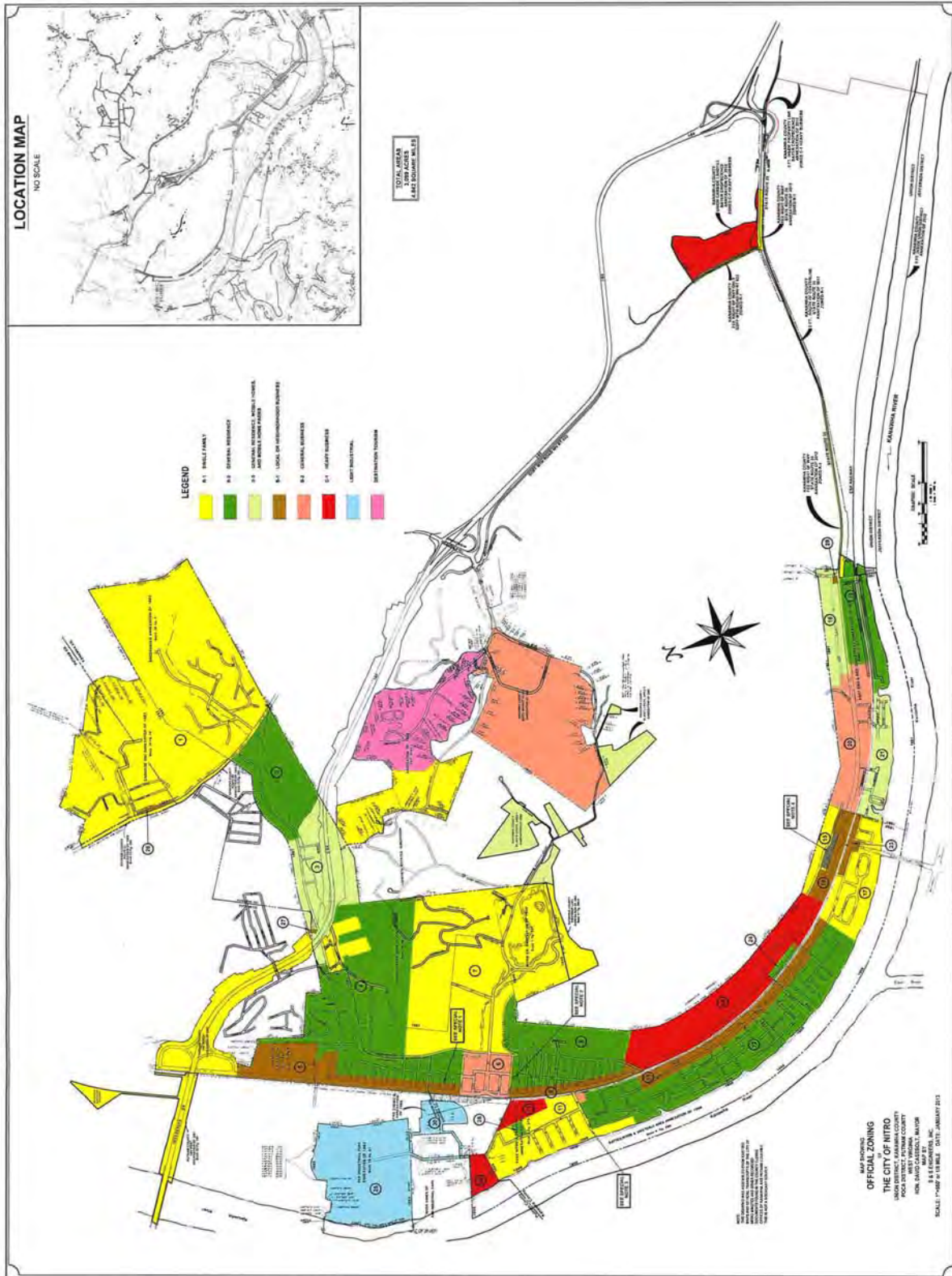
Kanawha Parcel: District 27, Map 24, Parcel 41

This map was prepared from data provided by the Kanawha County Assessors Office. Kanawha County assumes no legal responsibility for the information contained on the map. Users noting errors or omissions are encouraged to contact the Kanawha County Tax Map Department.



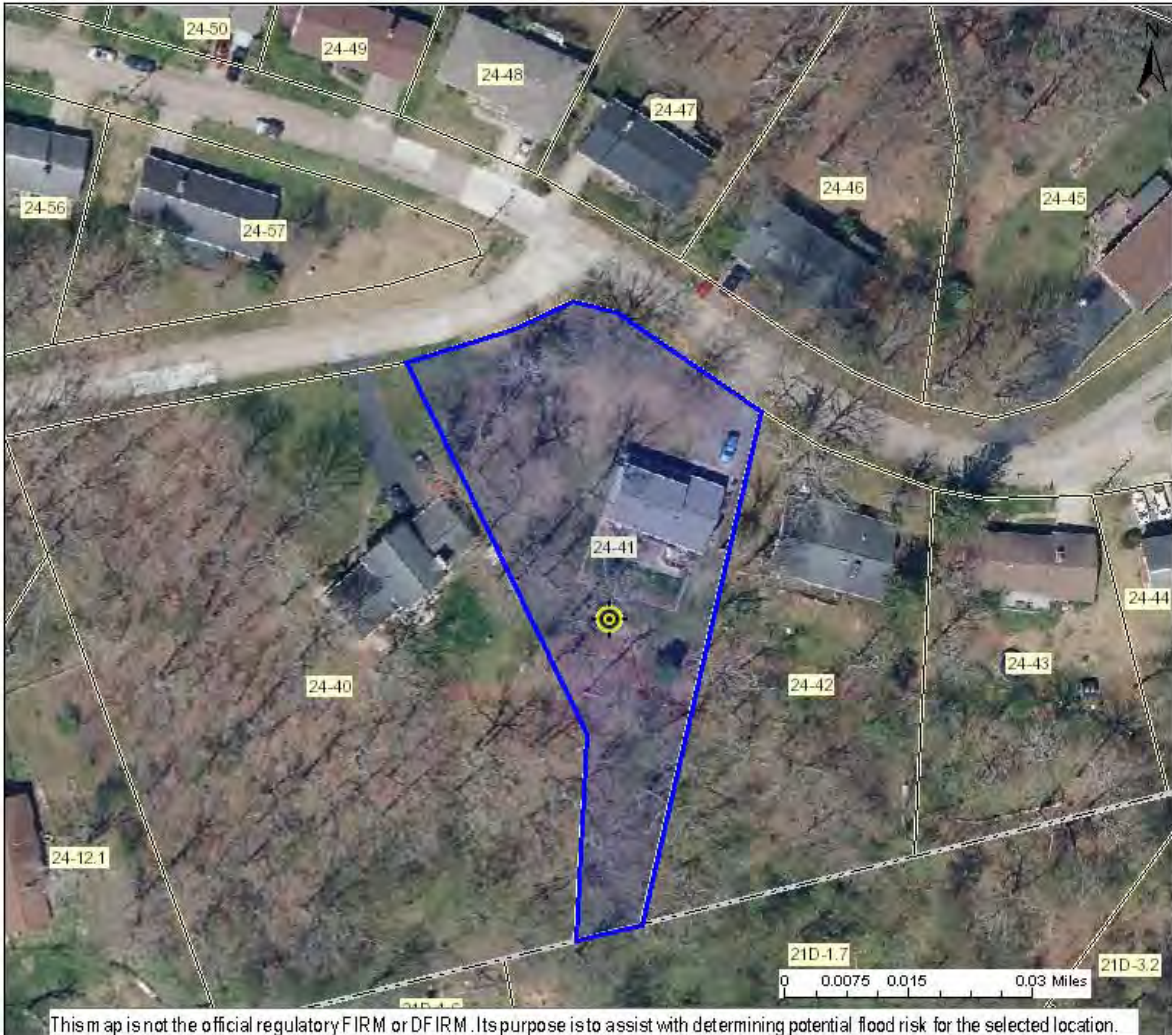
 <p>Acres: 0.8961 Deed Book/Page: 2216/0618</p>		<p>Parcel #: 27 24004100000000 Tax Year: 2018 Tax District: 27 Map: 24 PID: 41 Legal Description: Lt 131 Sec 6 Brookhaven Adn Assessed Bldg: \$ 73,200 Assessed Land: \$ 30,420 Assessed Total: \$ 103,620</p>	<p>Owner: Cross Lanes United Methodist Address: 532 Frontier Dr Cross Lanes WV 25313 Location: 120 Brentwood Rd</p> 
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CITY OF NITRO ZONING MAP



WV FLOOD TOOL MAP

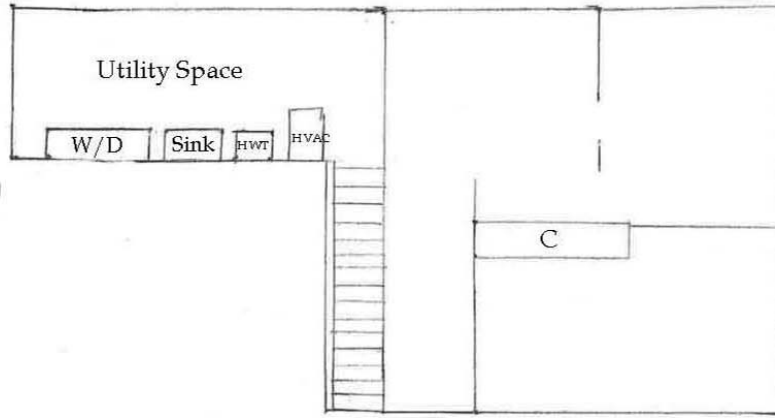
120 Brentwood Road, Nitro, WV 25143



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

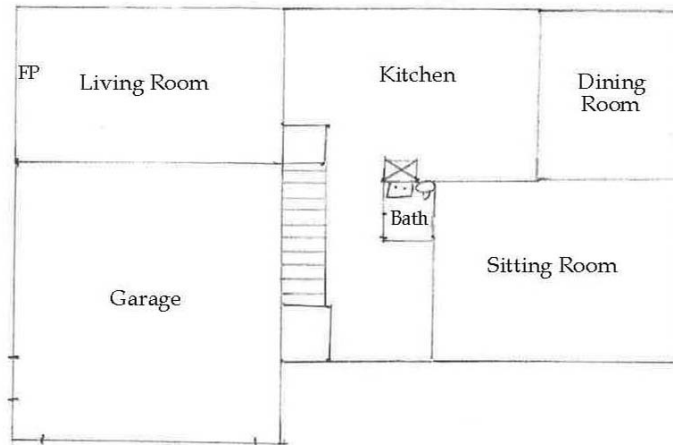
<p> Flood Info Location</p> <p>FEMA Effective Floodplain</p> <ul style="list-style-type: none"> Floodway Flood Hazard Zone Advisory Zone A or Updated Zone AE <p>Disclaimer: The online map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. Refer to the official Flood Insurance Study (FIS) for detailed flood elevation data in flood profiles and data tables. WV Flood Tool (https://www.MapWV.gov/flood) is supported by FEMA, WV NFIP Office, and WV GIS Technical Center.</p>	<p style="text-align: right;"><i>Map created on 10/15/2018</i></p> <p>User Notes:</p> <p>Flood Hazard Area: Location is NOT WITHIN any identified flood hazard area. Unmapped flood hazard areas may be present.</p> <p>Flood Hazard Zone: Out of Flood Zone</p> <p>Stream: N/A</p> <p>Watershed (HUC8): Lower Kanawha (5050008)</p> <p>FEMA Flood Map: 54039C0216E EFF: 2/6/2008</p> <p>Elevation: About 774 ft (Source: USACE 2009)</p> <p>Community Name: City of Nitro</p> <p>Community ID: 540081</p> <p>Location (long, lat): (-81.804424, 38.429052)</p> <p>Parcel ID: 20-27-0024-0041-0000</p> <p>Address: 120 BRENTWOOD RD., , WV, 25143</p>
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FLOOR PLAN SKETCHES



Basement

First Floor



Second Floor

DEED

BOOK 2216 618

THIS DEED, Made this the 14th day of December, 1988, by and between WILLIAM C. HILL and PATRICIA DIANE HILL, his wife, parties of the first part, and THOMAS L. HARLESS, FRANK RAWLINGS, DUANE POORMAN, GARY REX, ADELE SHAY, SAM SEATON, JUDY BASHAM, CECIL SHAY, and JERRE WATKINS, Trustees of and for the Cross Lanes United Methodist Church, parties of the second part;

W I T N E S S E T H:

That for and in the consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged by the parties of the first part, the parties of the first part do hereby GRANT and CONVEY unto the parties of the second part, all that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate in Union (Nitro) District, Kanawha County, West Virginia, and being more particularly designated and described as all of Lot No. One Hundred Thirty-One (131), in Section Six (6), of Brookhaven, a subdivision in said Union District, as set out, shown and laid down on a map or plat of said subdivision, bearing date July 26, 1966, said map being made by J. H. Milam, Inc., Consulting Engineers, and being entitled, "Section Six (6), Lots Nos. 115-132 inclusive, Brookhaven in Union District, Kanawha County, West Virginia," which said map is of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Photostatic Map Book 22 at pages 72 and 73, and being the same property granted and conveyed to William C. Hill and Patricia Diane Hill, his wife, the parties of the first part herein, by Jo Ann Gates Barr and Raymond G. Barr, her husband, by deed bearing date February 27, 1984, and of record in the aforesaid Clerk's office in Deed Book 2057 at page 303, and reference is hereby made to said map and deed for a more particular description of the property herein conveyed.

MAIL: Cross Lanes United Methodist Church - 5320 Mountain View, Cross Lanes, W. VA 25313

This conveyance is made subject to the covenants, easements, sewer and sewerage provisions, research and building plan stipulations set out and contained in the deed from Brookhaven Land and Development Company, a corporation, to Tommy G. Casto and Carolyn S. Casto, his wife, bearing date August 5, 1966, and of record in the aforesaid Clerk's office in Deed Book 1471 at page 115; and subject further to a sanitary sewer easement which passes over the rear of the lot hereby conveyed, as shown on the aforesaid map.

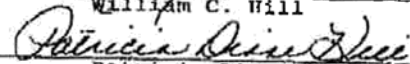
Subject to the aforementioned covenants, easements, sewer and sewerage provisions, research and building plan stipulations, and further subject to the taxes for the year 1988, which shall be prorated between the parties hereto on a calendar year basis, the parties of the first part do hereby WARRANT GENERALLY the property herein conveyed and covenant that the same is free and clear of all liens and encumbrances.

The grantors do hereby declare that the total consideration for the property herein transferred by this document is \$ 98,000.00.

WITNESS the following signatures and seals:



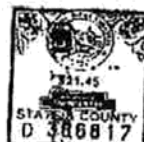
William C. Hill (SEAL)



Patricia Diane Hill (SEAL)

This instrument prepared by:

J. H. Crowdson



BOOK 2216 620

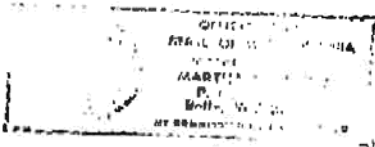
STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, To-wit:

I, Martin Matheny, a Notary Public in and for said County and State, do hereby certify that William C. Hill and Patricia Diane Hill, his wife, whose names are signed to the foregoing writing, bearing date the 14th day of December, 1988, have this day acknowledged the same before me in my said county.

Given under my hand this the 15th day of December, 1988.

My commission expires December 31, 1996.

Martin Matheny
Notary Public



RECORDED
9:28 DEC 15 PM 1988

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

DEC 16 1988

Teste: Alma J. King Clerk
Kanawha County Commission

CERTIFICATE OF TITLE OPINION – AUGUST 22, 2018

CERTIFICATE OF TITLE OPINION

TO: Cross Lanes United Methodist Church

RE: Borrower(s)/Buyer(s): Cross Lanes United Methodist Church
Property Address: 120 Brentwood Road, Nitro, WV 25143

We, Metz Law Offices, PLLC, Charleston, West Virginia, do hereby certify that we have examined the title to the following described properties as disclosed by the indices therein kept by the Clerk of the County Commission of Kanawha, West Virginia:

SEE ATTACHED LEGAL

standing in the name of **Cross Lanes United Methodist Church**, find that it has good and marketable title to said property, subject to the following:

Title Examination period runs from December 14, 1988 through August 22, 2018.

1. Taxes for the year 2018, in the name of Cross Lanes United Methodist Church, Union Tax District, Kanawha County, West Virginia, Class 04, amounting to \$0.00 (per half), Map No. 24, Parcel No. 0041, Account No. 07076521 and Ticket No. 136809. Taxes for the year of 2018 are EXEMPT.
2. Certificate of Election of Local Church Trustees of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia in Church Trustee Book 11, at page 892. (See attached)
3. Any defects that an accurate survey may reveal. (Map Book 22, at pages 72)
4. Possibility of unfiled Mechanic's Liens.
5. All covenants, conditions, restrictions, reservations, easements and right-of-ways mentioned and/or referenced in Deed Book 2216, at page 618.

Subject to the covenants, easements, sewer and sewerage provision, research and building plan stipulations set out and contained in the deed from Brookhaven Land and Development Company, a corporation, to Tommy G. Casto and Carolyn S. Casto, his wife, bearing date August 5, 1966, and of record in the aforesaid Clerk's office in Deed Book 1471, at page 115; and subject further to a sanitary sewer easement which passes over the rear of the lot hereby conveyed, as shown on the aforesaid map.

6. Roads, ways, streams or easements, if any, not shown of record, or as may be apparent by a visual inspection of the property.
7. Ways of access and egress to the property, unless the same borders on a properly dedicated and maintained public road or street.
8. The undersigned does not certify as to any pending bankruptcy proceedings which might involve the real estate under examination.
9. Any security interests or liens on personal property, which could attach to the realty and become a lien thereon.
10. The undersigned does not certify as to the party in possession of the land and reserves herefrom any rights of adverse possession.
11. Defects of any church records or documents pertaining and/or otherwise applicable to herein real estate.

This report is subject to: (1) errors in indexing in the aforesaid Clerk's office, (2) unrecorded charges by municipal authorities and other governmental bodies for garbage collection, sewer service, fire fees and city service fees, (3) matters not of record in the county courthouse for the county wherein the property lies, (4) local zoning ordinances. If this report is made for loan purposes the undersigned does not express an opinion as to the marketability of the title to the owners or purchasers.

This certificate is made solely to/and for Cross Lanes United Methodist Church, and is not to be relied upon by any other party.

GIVEN under my hand this 22nd day of August, 2018, at 8:00 o'clock AM.

METZ LAW OFFICES, PLLC
1 Chase Drive
Hurricane, WV 25526
(304)757-4524 [VOICE]
(304)757-4529 [FACSIMILE]

BY: 

Legal

All that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate in Union (Nitro) District, Kanawha County, West Virginia, and being more particularly designated and described as all of Lot No. One Hundred Thirty-One (131), in Section Six (6), of Brookhaven a subdivision in said Union District, as set out, shown and laid down on map or plat of said subdivision, bearing date July 26, 1966, said map being made by J. H. Milam, Inc., Consulting Engineers, and being entitled, "Section Six (6), Lots Nos. 115-132 inclusive, Brookhaven in Union District, Kanawha County, West Virginia," which said map is of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Photostatic Map Book 22, at pages 72 and 73.

Subject to the covenants, easements, sewer and sewerage provision, research and building plan stipulations set out and contained in the deed from Brookhaven Land and Development Company, a corporation, to Tommy G. Casto and Carolyn S. Casto, his wife, bearing date August 5, 1966, and of record in the aforesaid Clerk's office in Deed Book 1471, at page 115; and subject further to a sanitary sewer easement which passes over the rear of the lot hereby conveyed, as shown on the aforesaid map.

Map No.: 24

Parcel No.: 41

CERTIFICATE OF ELECTION OF LOCAL CHURCH TRUSTEES

This form must be completed and recorded at the county court house if there are any changes in the membership of the local church board of trustees. List all of the trustees for the new year, not just the new ones.

Pursuant to the provisions of Section 6, Article 1, Chapter 35 of the Code of West Virginia, I, Sandra Smith, do hereby certify that I am the Secretary of the Charge Conference of the Cross Lanes United Methodist Church or Charge of West Virginia Annual Conference of the United Methodist Church. I do hereby further certify that at a duly constituted meeting of that Church or Charge held on the 18th day of November, 2008, the members of the said Church or Charge then present elected the following persons as trustees of said Church or Charge:

Earlene Kemerer
Tim Anderson
Lella Fisher

Craig Bowe
Ken Negloy
John Reger

David Nichols
Jon McDavid
Crystal Wade

Such election was made in accordance with the rules heretofore adopted by the United Methodist Church for the election of trustees for its real and personal property, and for filling vacancies caused by death, removal or otherwise, all in conformance with WV Code 35-1-5.

Given under my hand this 23rd day of Dec. 2008.

Sandra K. Smith
Secretary of the Charge Conference

STATE OF WEST VIRGINIA

COUNTY OF Kanawha, to wit:

I, Pamela A. Asbury, a Notary Public in and for the county and state aforesaid, do certify that Sandra K. Smith this day personally appeared before me in my said County and after being by me first duly sworn, did depose and say that he/she is the Secretary of the Charge Conference of the Cross Lanes Church or Charge of the United Methodist Church of the West Virginia Annual Conference located in _____ County, in or near Cross Lanes, West Virginia and that the foregoing certificate made by him or her is in accordance with the records kept by him/her as such Secretary.

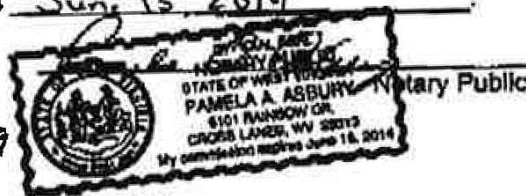
Given under my hand this 23rd day of December, 2008

My commission expires June 15, 2014

(Seal)

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on JAN 05 2009 and the same is admitted to record.

Teste: Debra J. McCormick Clerk
Kanawha County Commission



Recorded In TRUST BK 11 PG 892 - 01/06/2009 09:16:57 PM Paid Tax 0.00 Recording Fee 11.00 TOTAL 11.00
Debra J. McCormick, County Clerk, Kanawha County, WV

BOOK 2216 618

MAIL: Cross Lanes United Methodist Church - 5320 7th Street, N.W., VA 25313

THIS DEED, Made this the 14th day of December, 1988, by and between WILLIAM C. HILL and PATRICIA DIANE HILL, his wife, parties of the first part, and THOMAS L. HARLESS, FRANK RAWLINGS, DUANE POORMAN, GARY REX, ADELE SHAY, SAM SEATON, JUDY BASHAM, CECIL SHAY, and JERRE WATKINS, Trustees of and for the Cross Lanes United Methodist Church, parties of the second part;

W I T N E S S E T H:


That for and in the consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged by the parties of the first part, the parties of the first part do hereby GRANT and CONVEY unto the parties of the second part, all that certain lot or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, situate in Union (Nitro) District, Kanawha County, West Virginia, and being more particularly designated and described as all of Lot No. One Hundred Thirty-One (131), in Section Six (6), of Brookhaven, a subdivision in said Union District, as set out, shown and laid down on a map or plat of said subdivision, bearing date July 26, 1966, said map being made by J. H. Milam, Inc., Consulting Engineers, and being entitled, "Section Six (6), Lots Nos. 115-132 inclusive, Brookhaven in Union District, Kanawha County, West Virginia," which said map is of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Photostatic Map Book 22 at pages 72 and 73, and being the same property granted and conveyed to William C. Hill and Patricia Diane Hill, his wife, the parties of the first part herein, by Jo Ann Gates Barr and Raymond G. Barr, her husband, by deed bearing date February 27, 1984, and of record in the aforesaid Clerk's office in Deed Book 2057 at page 303, and reference is hereby made to said map and deed for a more particular description of the property herein conveyed.

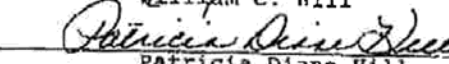
This conveyance is made subject to the covenants, easements, sewer and sewerage provisions, research and building plan stipulations set out and contained in the deed from Brookhaven Land and Development Company, a corporation, to Tommy G. Casto and Carolyn S. Casto, his wife, bearing date August 5, 1966, and of record in the aforesaid Clerk's office in Deed Book 1471 at page 115; and subject further to a sanitary sewer easement which passes over the rear of the lot hereby conveyed, as shown on the aforesaid map.

Subject to the aforementioned covenants, easements, sewer and sewerage provisions, research and building plan stipulations, and further subject to the taxes for the year 1988, which shall be prorated between the parties hereto on a calendar year basis, the parties of the first part do hereby WARRANT GENERALLY the property herein conveyed and covenant that the same is free and clear of all liens and encumbrances.

The grantors do hereby declare that the total consideration for the property herein transferred by this document is \$ 98,000.00.

WITNESS the following signatures and seals:



William C. Hill (SEAL)


Patricia Diane Hill (SEAL)

This instrument prepared by:
J. H. Crowdson



BOOK 2216 620

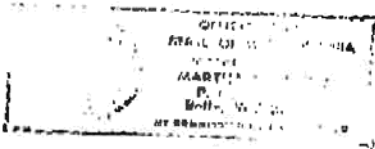
STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, To-wit:

I, Martha Matheny, a Notary Public in and for said County and State, do hereby certify that William C. Hill and Patricia Diane Hill, his wife, whose names are signed to the foregoing writing, bearing date the 14th day of December, 1988, have this day acknowledged the same before me in my said county.

Given under my hand this the 15th day of December, 1988.

My commission expires December 31, 1996.

Martha Matheny
Notary Public



RECORDED
DEC 15 21 1988

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

DEC 16 1988

Teste: Alma J. King Clerk
Kanawha County Commission

STRUCTURAL INSPECTION REPORT - DATED APRIL 9, 2018

Structural Inspection Report For:

120 Brentwood Rd., Nitro, WV



Inspection Date:
April 6, 2018

Report Date:
April 9, 2018

Prepared For:
David Darby on Behalf of Cross Lanes
United Methodist Church

Prepared By:
Kanawha Valley Home Inspections, LLC
413 Woodbridge Dr.
Charleston, WV 25311
304-721-9459
brett@kvinspections.com

Report Number:
258518

Inspector:
Brett Hodgdon PE



4-9-2018

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Report Overview

Purpose:

As requested, I performed a preliminary structural inspection at the property referenced above. The purpose of this inspection was to evaluate the current state of the structural components of the home. This report is intended to document my findings and to facilitate an open discussion that will assist members of the church to determine a course of action.

Scope:

This portion of my engagement was a visual inspection that was limited to an evaluation of the readily visible components of the foundation and framing systems. Conclusions and recommendations herein are based solely on my visual observations. No geo-technical investigations, intrusive evaluation, destructive testing, or nondestructive testing were performed. Specific recommendations for repair have not been included within this report, but can be provided at your request after a desired course of action is agreed upon. An exhaustive review and analysis of the structural members along with performing structural load calculations has not been performed. In addition, setting monitoring devices and accumulating data to allow future monitoring of the foundation was not performed. If the scope of services described above does not exactly mirror the scope you desired, please immediately notify me in writing.

General Overview:

The home is situated on a lot that generally slopes from front to rear. The main residence consists of a two story, wood-frame structure that is founded on a basement foundation constructed from concrete masonry units. An attached two car garage is located at the left front of the main floor and a concrete and masonry porch extends across the entire length of the front basement wall.

Limitations of Inspection:

- 1) No access is provided to the upper attic space thereby preventing an inspection of the attic space and roof structure.
- 2) For the most part, the front, right, and rear foundation walls of the basement are not visible on the interior of the house.
- 3) The style of construction and condition of the front porch foundation could not be determined due to high levels of soil and overgrown vines.
- 4) Stored personal property in the garage and basement limited the inspection somewhat.
- 5) The two column supports for the main beam in the basement are not visible as they have been covered with interior finishes.

Structure

1. **Prior Foundation Repairs.** Prior repairs to the rear foundation wall of the garage have been performed by installing two soil anchors that are secured to the foundation with 2'x2'x1/2" steel plates. Please refer to the diagrams for additional information as it relates to where the anchors were installed and for a depiction of a typical helical soil anchor that is often installed in this region. All available documentation should be made available for review. Ideally, this documentation would include an initial inspection report generated by a Professional Engineer, contractor bid, scope of work, and warranty, and a letter of completion provided by a Professional Engineer.



2. **Garage Foundation.** Significant outward movement and cracking of the left and rear foundation walls of the garage were observed. Movement of the left garage foundation wall has also caused significant movement of the left wood-frame wall. Ongoing movement of both of these foundation walls was observed where cracks and seams were previously patched and have undergone additional separation. Moreover, the exterior wood-frame walls of the garage bear directly onto the exterior brick veneer rather than the foundation.



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Original separation that has been patched.

New movement of left garage wall.



- a. The right front, front, and left foundation walls of the garage appear to consist of a four inch concrete masonry unit that is clad with brick veneer. The right rear and rear foundation walls of the garage appear to be constructed from unreinforced eight inch CMUs.



- b. Measured outward movement of up to 2½ inches in 24 vertical inches was observed on the exterior brick veneer on the left garage wall. The left wall of the garage is considered unstable and unsafe. Due to personal property, a measurement was not obtained on the rear wall of the garage. The right foundation wall of the garage was found to be generally plumb.



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- c. Brick veneer should not carry any load other than dead load of brick veneer above and it is not possible to properly anchor a frame-wall to brick veneer. Properly installed brick veneer relies on thin gauge metal brick ties to laterally secure the brick to the side of the house. The brick ties are not intended to provide lateral stability except as it relates to anchoring the brick to the house. The presence or absence of brick ties could not be confirmed during this limited visual inspection. If brick ties are present, it is quite possible they are damaged as a result of the aforementioned movement.
- d. Given the amount of movement, the amount of ongoing movement, and the improper original construction of the foundation, repairs are recommended to ensure a safe and reliable structure. There are many different processes and proprietary systems that can be utilized. Each process or system will vary greatly in cost as well as the level of confidence that is provided after the work is completed. Each additional step taken will further reduce the potential for additional movement or damage in the future. In this case, a combination of excavating, rebuilding, and stabilizing various portions of the garage foundation and framing systems will likely provide the greatest balance between cost and effectiveness.

3. **Front Porch.** Cracking and settlement of the concrete slab, cracking and deterioration of the brick veneer, and evidence of movement of the foundation were observed throughout the front porch. For the most part, the foundation of the porch is not visible and it is unclear how this structure was constructed. Further evaluation of the porch foundation and the area below the porch slab will be necessary prior determining the severity of this condition and the best course of action.



4. **Inward Displacement- Front Basement Wall.** Inward displacement and cracking were observed in the front foundation wall of the basement. Measured horizontal movement of up to $1\frac{5}{16}$ inch in 48 vertical inches was observed. In addition, minor water seepage through the foundation was observed at the left front.



- a. This type of movement is usually the result of excessive soil and hydrostatic pressure on an unreinforced basement retaining wall and the water entry is usually a result of poor control of storm water runoff at the surface along with degradation or failure of the waterproofing and foundation toe drain systems. In some cases, movement of an adjacent masonry and concrete porch can also induce stresses on a below grade basement wall.
- b. Reinforcing the front foundation wall to resist additional movement and performing repairs to prevent water entry in the future are recommended. Given the likely presence of shallow footings for the front porch and/or right front portion of the garage, an excavation of the front basement foundation wall may not be a realistic option as the shallower footings risk being undermined. Stabilizing the foundation with soil anchors and installing an interior foundation drain system may be the most cost effective solution given the circumstances. Again, there are various options for repair and repair recommendations may be influenced depending on what is uncovered after further review of the front porch.

5. **Differential Settlement.** Evidence of differential settlement of the perimeter foundation as well as column supports that support the center steel beam was observed in the form of cracks in the foundation walls, brick veneer, and interior finishes on the first and second floors. Settlement of the perimeter foundation towards the rear and both column supports for the main beam was substantiated through the use of a rotary laser level on both the interior and exterior of the house.



- a. The rate of past or any potential future movement cannot be predicted during a one-time visual inspection. The amount of movement that has occurred is not considered significant as it relates to safety at this time. Stabilization repairs are not considered critical for occupants to safely occupy the residence. Some serviceability concerns such as interior cracking and doors that do not properly close and latch have developed.
- b. The current occupant disclosed cracking in the interior finishes has developed since occupying the residence six years ago. Much of this cracking suggests settlement of the column supports for the center steel beam. The columns are not visible and it could not be determined if they are

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supported by the basement floor slab that has settled or extend through the slab and are supported by isolated footings. Further evaluation of the columns and their support conditions is recommended. If the columns are found to be supported by the basement floor slab, a proper footing should be provided.

- c. The foundation should either be preemptively stabilized to ensure additional movement does not occur or it should be monitored and stabilized in the event ongoing movement occurs in the future. A Professional Engineer could be engaged to develop and implement a monitoring technique and schedule to substantiate the presence or absence of any ongoing movement. In either event, diligent maintenance practices should be employed to ensure storm water runoff is diverted away from the foundation on the exterior of the house to reduce the potential for ongoing movement.

- 6. **Basement Slab Settlement.** Settlement and cracking of the concrete basement floor was observed throughout the basement. This movement is likely a result of consolidation of the soil below the slab and/or settlement of the perimeter foundation walls discussed previously. The basement floor slab is a floating slab that was placed inside of the perimeter foundation walls and, for the most part, does not appear to have any structural purpose. Repairs to the slab do not appear to be critical from a structural standpoint. The slab does, however, represent a trip hazard at the left rear of the laundry room and is noticeably uneven when traversing the basement.



7. **Decay.** The floor and wall structures show evidence of significant decay in the vicinity of the kitchen sink where an active leak within the exterior wood-frame wall was discovered. The source of the leak could not be identified during this limited visual inspection. Decay weakens the structure and causes distress to the building. Damaged wood should be repaired or replaced after the leak is identified and corrected. Intrusive investigation will be necessary to determine the source of the leak and the extent of the damage.



8. **Beam Bearing.** The bearing location for the left side of the main beam in the basement is cracked and shows signs of crushing. It is suspected that this cracking developed as a result of insufficient bearing area and/or stress that was induced as a result of other structural movement. A temporary column support that is founded on the cracked and settled basement floor slab was provided below the beam in this area. Due to the compromised bearing location, it is recommended a permanently installed column that is founded on proper foundation be provided.



Exterior

9. **Lot Depressions.** Three depressed areas were observed in the yard near the front porch. The cause of the depressions could not be determined during this limited visual inspection. Depressed areas that are similar in nature often develop as the root system of a large tree that was once present deteriorates leaving a void in the soil. There do not appear to be any in ground piping (supply or waste) systems in this area that could be the cause as the sanitary drain exits through the rear, the water supply enters through the right side, and the front downspouts discharge to the sides of the house. Subsurface exploration and additional review of the front porch could provide additional information as it relates to these depressed areas. Research of historic Google Earth photography did not provide any additional information as it relates to the presence of trees in these locations.
10. **Pop-up Downspout Drain.** A pop-up style in ground drain has been provided for the downspout at the right front of the house. This style of drain is more prone to becoming clogged as the pipe never fully drains and is not self-flushing. In addition, they often fail during the winter months when the water in the pipe freezes. The installation of a drain that discharges to daylight is recommended in its place.



11. **Driveway Drain.** The driveway and driveway drain have settled and a gap has developed between the driveway and drain that will allow water to undermine the driveway and possibly the garage floor and foundation. Repairs to the driveway should be performed in conjunction with repairs to the garage foundation and floor. Simply replacing the two driveway slabs closest to the garage and incorporating a new drain will likely be necessary.



Summary









As is typical of many homes this age and in this region, the foundation shows signs of movement and prior repairs. However, the amount of movement that has occurred is considered significant in some cases and signs of ongoing movement was observed. Repairs have been performed to the rear foundation wall of the garage but the repairs have failed. Addition, extensive repairs to the foundation are needed to ensure a safe and reliable structure.

The rate of past or any potential future movement cannot be predicted during a one-time visual inspection. Specific recommendations for repair have not been included within this report but can be provided at your request after a desired course of action is agreed upon. In addition, setting monitoring devices and accumulating data to allow future monitoring of the foundation was not performed as part of this preliminary inspection. Additional recommendations along with monitoring services can be provided at your request. Please do not hesitate to contact me for any of these additional services or with any questions or concerns.

General Diagram

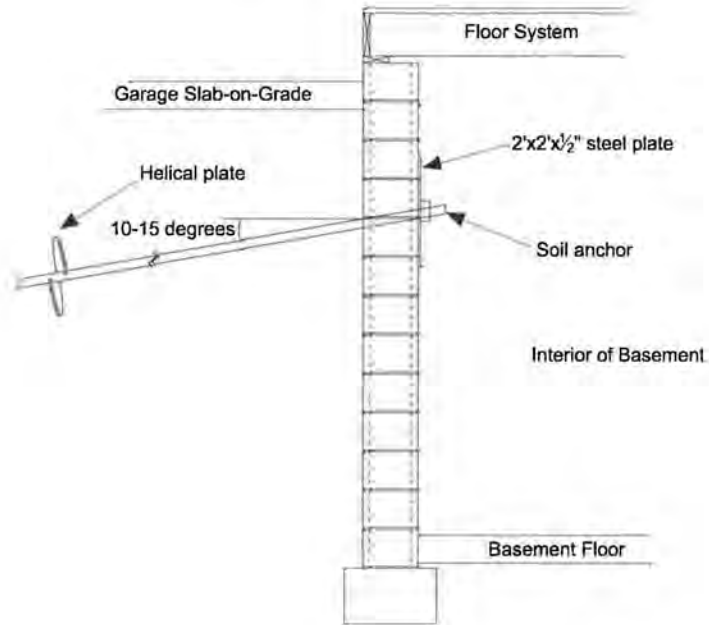


Key:

-  Outward lateral displacement of garage foundation wall.
-  Inward lateral displacement of front basement foundation wall.
-  Investigate condition of foundation and area below porch slab.
-  Active water leak in exterior frame wall and decay.
-  Failed driveway drain.
-  Columns show signs of settlement. Investigate further.
-  Compromised bearing location & temporary column installed.
-  Frame-wall bears on brick veneer.

*Front of house.
 *No Scale.
 *Locations are approximate.

Typical Helical Soil Anchor



MANNER OF SALE

The subject property will be offered in its entirety, at public auction to be held on Thursday, November 15, 2018 at 11:05 a.m. The auction will be held onsite at 120 Brentwood Road, Nitro, Kanawha County, West Virginia 25143. **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. Friday, Monday, December 17, 2018. 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 five percent (5%) 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 one percent (1%) 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 “120 Brentwood Road Auction” and it must be faxed no later than Tuesday, November 13, 2018.
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. Tuesday, November 13, 2018 **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 Thursday, November 15, 2018 Auction of the property
located at 120 Brentwood Road, Nitro, Kanawha County, West Virginia 25143 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 one percent (1%) 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) TUESDAY, NOVEMBER 13, 2018.

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

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. Tuesday, November 13, 2018.

ABSENTEE BID FORM

I/we _____ hereby submit
a bid of \$_____ for the property located at 120 Brentwood Road, Nitro,
Kanawha County, West Virginia 25143, to be auctioned by Goldman Associates, Inc., on
Thursday, November 15, 2018 at 11:05 a.m.

Goldman Associates, Inc. is hereby authorized to place bids on my/our behalf to the
aforestated 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.

Witness

Signature (Seal)

Witness

Signature (Seal)

CONTRACT OF SALE

This Contract of Sale, made this 15th day of November, 2018, by and between the following parties: Trustees of and for the Cross Lanes United Methodist Church, a West Virginia Non-Profit Company, 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 five percent (5%), made to Goldman Associates, Inc., (“Broker”), on November 15, 2018, 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 120 Brentwood Road, Nitro, Kanawha County, West Virginia 25143, as described in Deed Book 2216 at Page 618 recorded in the Kanawha County Clerk’s Office. The property is identified in the Kanawha County Assessor’s Office in the Nitro Tax District on Map 24 as Parcel 41. The Title Opinion (prepared by Metz Law Offices, PLLC, dated August 22, 2018) and Deed are 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 Monday, December 17, 2018, time being of the essence. Closing shall be complete when the Special 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 Special Warranty Deed, subject to:
- (a) Any lien for real property taxes for the 2018 tax year (lien dated July 1, 2017), 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 15, 2018.
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. 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. Furniture, Fixtures & Equipment - All furniture, 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:

**TRUSTEES OF AND FOR THE CROSS
LANES UNITED METHODIST
CHURCH**

By: _____

Michael S. Harvey

Its: President of Trustees

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

The foregoing instrument was acknowledged before me this 15th day of November, 2018, by

_____.

My Commission expires _____.

Notary Public

[SEAL]

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

The foregoing instrument was acknowledged before me this 15th day of November, 2018, by

_____.

My Commission expires _____.

Notary Public

[SEAL]

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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) 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 Trustees of Cross Lanes United Methodist Church	Date	Buyer	Date
By: _____			
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.

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

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LEAD PAINT DISCLOSURE FORM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

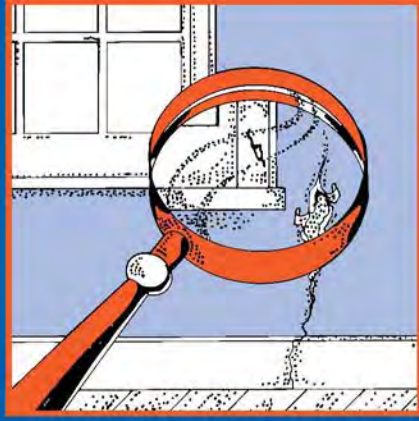
(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Michael S. Harvey</u> Seller	<u>10-5-18</u> Date		
		Seller	Date
		Purchaser	Date
<u>[Signature]</u> Agent	<u>10/8/18</u> Date	Agent	Date

LEAD PAINT DISCLOSURE BOOKLET



Protect Your Family From Lead In Your Home

 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

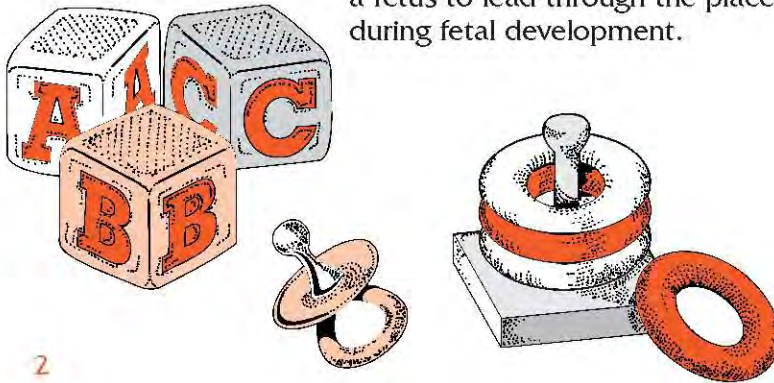
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

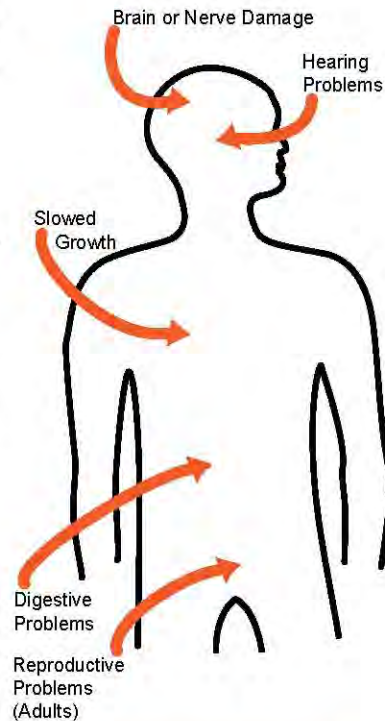
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

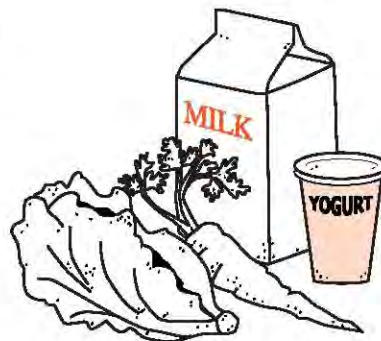
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



9

Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

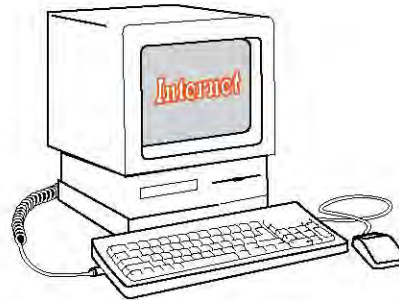


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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