

# REAL ESTATE AUCTION

## Former Poor Charlie & Company Property

17.20 Acres, 7090 East Dupont Avenue,  
Glasgow, Kanawha County, West Virginia 25086



### PROPERTY INFORMATION PACKAGE

10% BUYER'S PREMIUM APPLIES

Tuesday, April 12, 2022 at 11:05 am - Auction Held Onsite

Jay Goldman, Auctioneer #1291/Broker

Mary Staples, Auctioneer #1756

1014 Bridge Road

Charleston, West Virginia 25314

(304) 343-5695

[www.goldmanassociates.org](http://www.goldmanassociates.org)





Main Entrance & East Dupont Avenue Looking East



East Dupont Avenue Looking West at Main Entrance



Railroad Tracks Along Front of Property



Railroad Tracks Along Front of Property



Switch



Nameplate on Crossing Sign



Main Entrance to Site



Interior Site View



Interior Site View



Interior Site View



Interior Site View



View Along Riverbank Frontage



View Along Riverbank Frontage



Interior Site View



Interior Site View



Interior Site View

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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 Tuesday, April 12, 2022 at 11:05 am. 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 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:** 7090 East Dupont Avenue, Glasgow, Kanawha County, West Virginia 25086

**OWNER:** Poor Charlie & Company, a West Virginia Corporation and Successor to Raleigh Junk Company

**LEGAL DESCRIPTION:**

**MAP 36/PARCEL 2.1:** 10-33/100 A SURF LT 1 K & C COAL CO NORTH SIDE KAN RIVER

**MAP 36/PARCEL 3:** 6-18/100A NORTH SIDE OLD LOCK SITE 4 IMPS

**MAP 36A/PARCEL 19:** 51/100A M/L SOUTH SIDE R/R RIVERSIDE 280X96 IRREG

**PROPERTY DESCRIPTION:** 17.20 ± Acres Vacant Land

**LAND AREA:** 17.20 ± Acres

**SALE LOCATION:** Onsite

**BUYER'S PREMIUM:** 10%

**TAX DATA:** 2020 Tax Assessment/2021 Taxes (Kanawha County)  
Cabin Creek Tax District – Map 36/Parcels 2.1 & 3  
Cabin Creek Tax District – Map 36A/Parcel 19

Land	\$	60,000.00
Building		46,680.00
Total	\$	106,680.00

Class III Tax Rate		0.0251961
Total Annual Taxes	\$	2,687.92

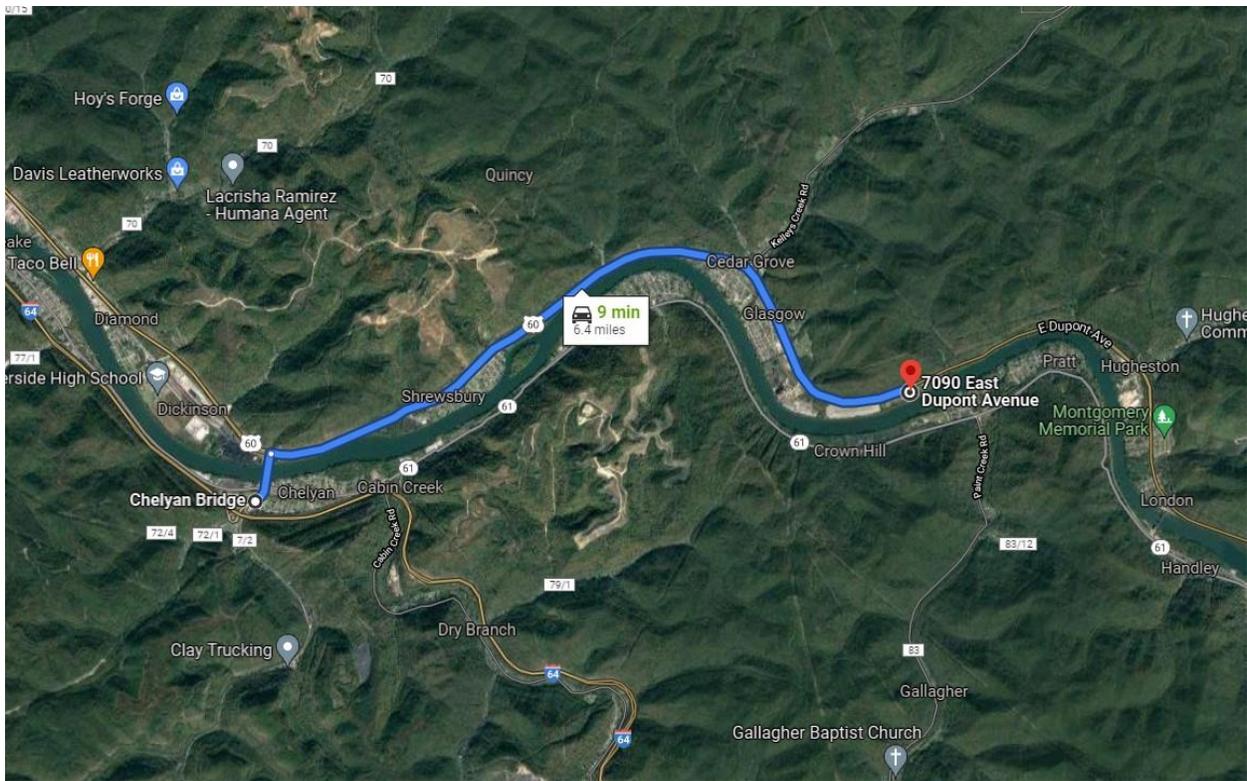
Assessor's Appraised Value	\$	177,800.00
<i>(2021 Taxes Have Been Paid in Full)</i>		

**ZONING:** None

**DIRECTIONS TO PROPERTY FROM WEST VIRGINIA  
TURNPIKE (INTERSTATES 64/77)**

Take Chelyan/Cedar Grove Exit (Exit #85) from WV Turnpike (Interstates 64/77)  
Head Northeast on Admiral T.J. Lopez Bridge/Chelyan Bridge  
Cross Bridge Over Kanawha River

Turn Right Onto US Route 60 E/E Dupont Avenue 6.0 Miles  
(Travel Through Town of Glasgow)  
Turn Right Onto Driveway Entering Property



**ADVERTISEMENT**

**GOLDMAN ASSOCIATES**

**Former Poor Charlie &  
Company Property**

**17.20 Acres**

7090 East Dupont Avenue, Glasgow,  
Kanawha County, West Virginia 25086  
Cabin Creek Tax District  
Map 36 / Parcels 2.1 & 3  
Map 36A / Parcel 19



**Auction date: Tuesday , April 12, 2022**

**Time: 11:05 am**

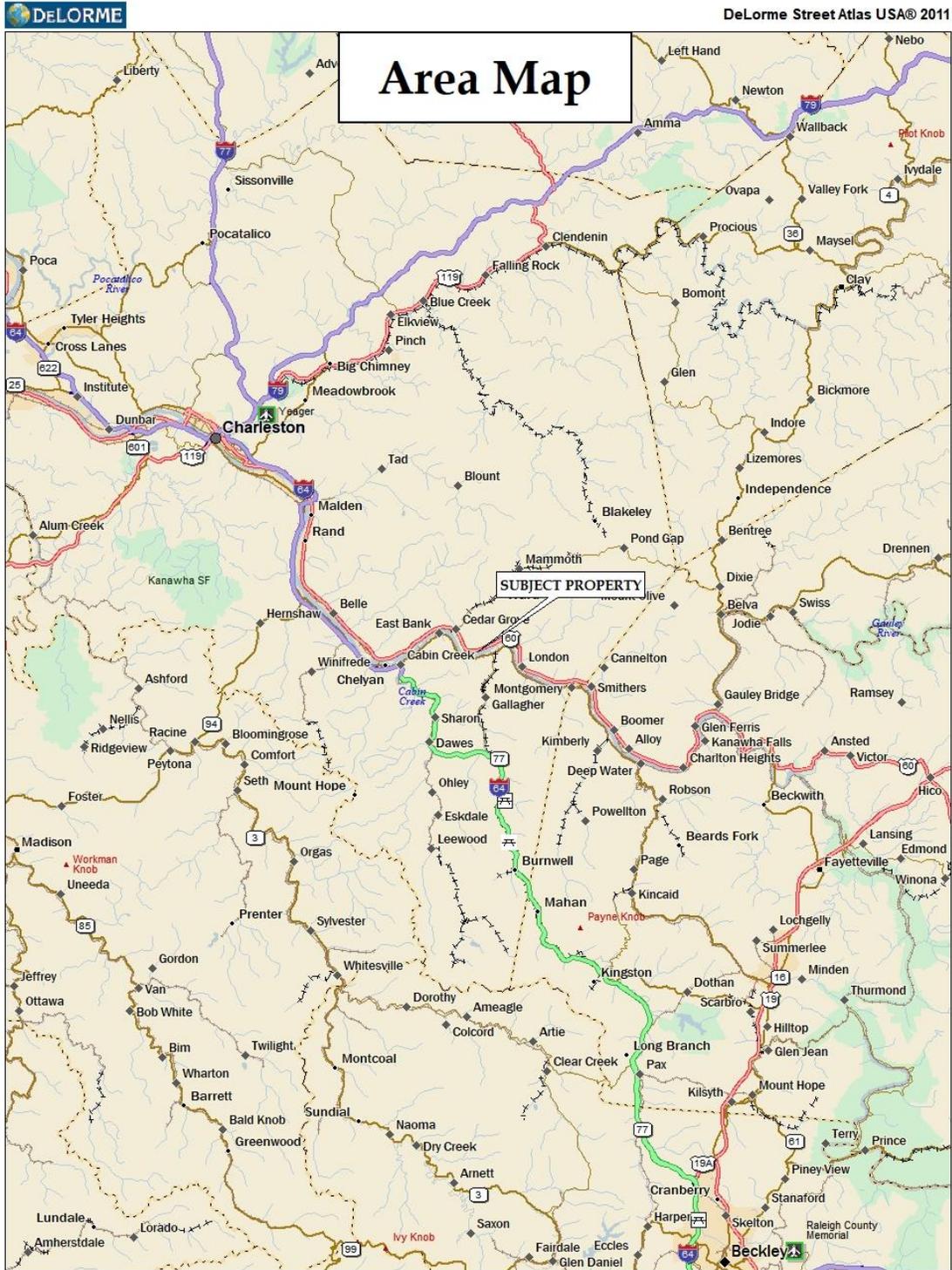
**Auction will be held on site**

*A ten (10) percent fee Buyer's Premium applies*

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



# AREA MAP

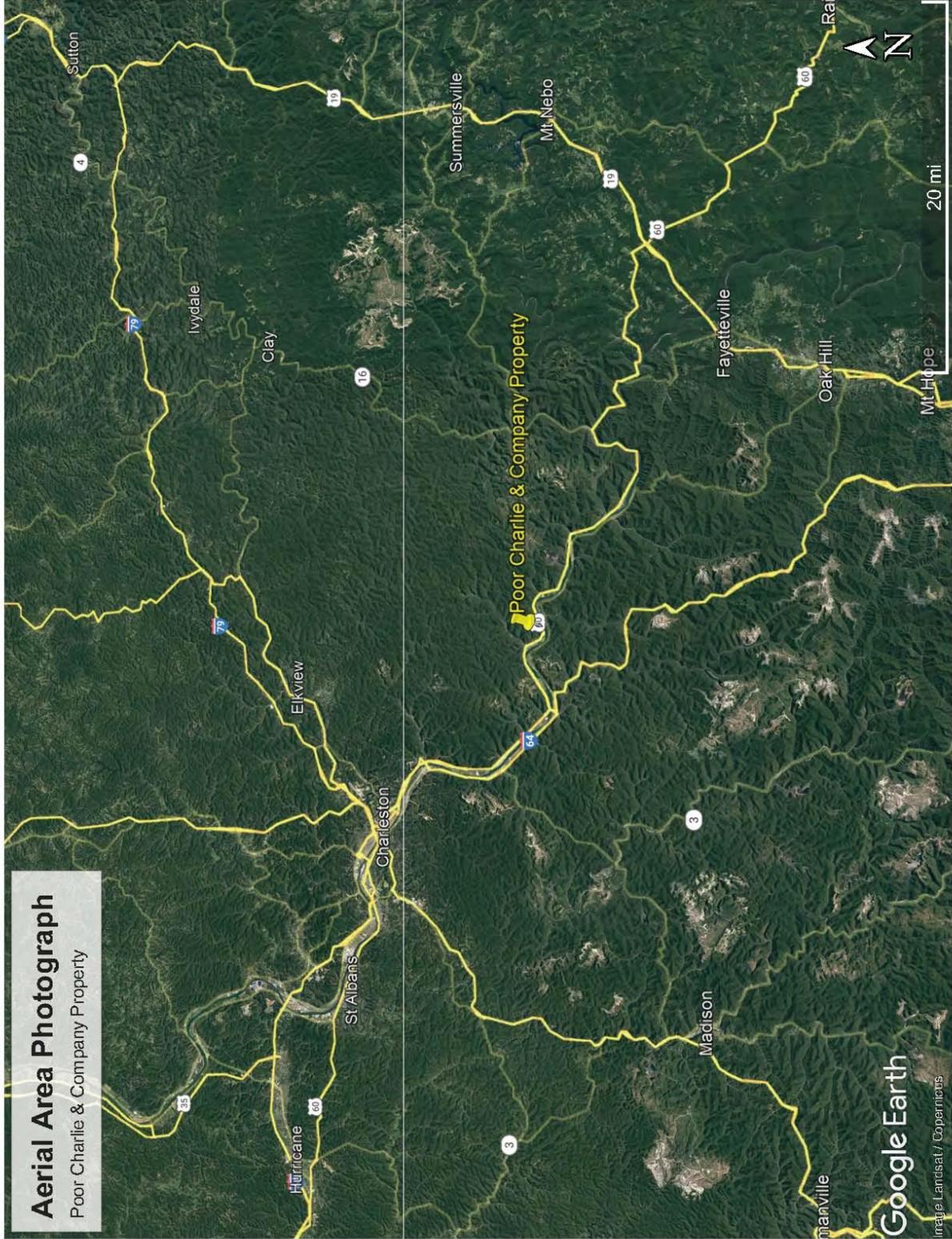


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www.delorme.com

MN (8.2° W)

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

**GOOGLE EARTH AERIAL AREA PHOTOGRAPH**

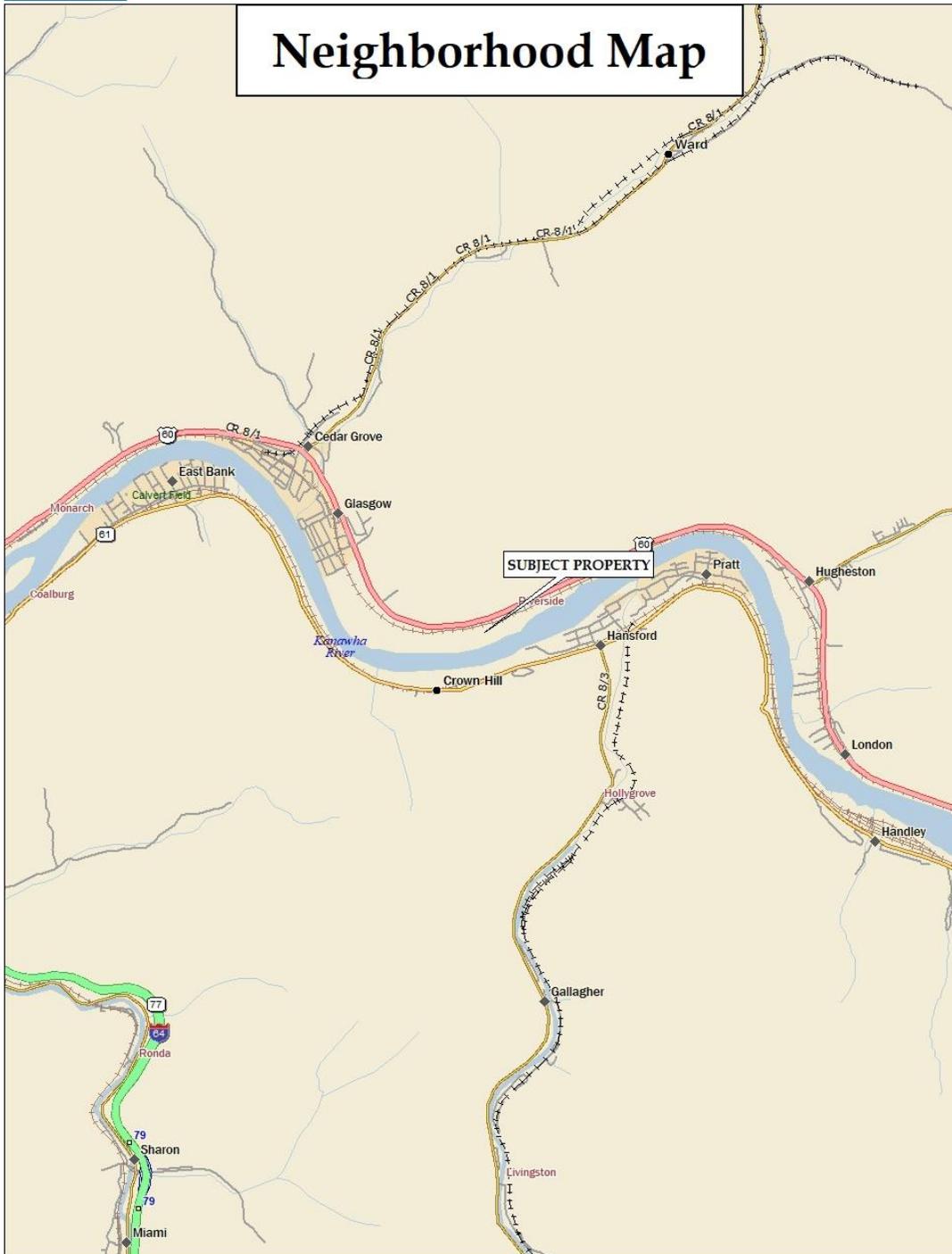


# NEIGHBORHOOD MAP



DeLorme Street Atlas USA® 2011

## Neighborhood Map



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www.delorme.com



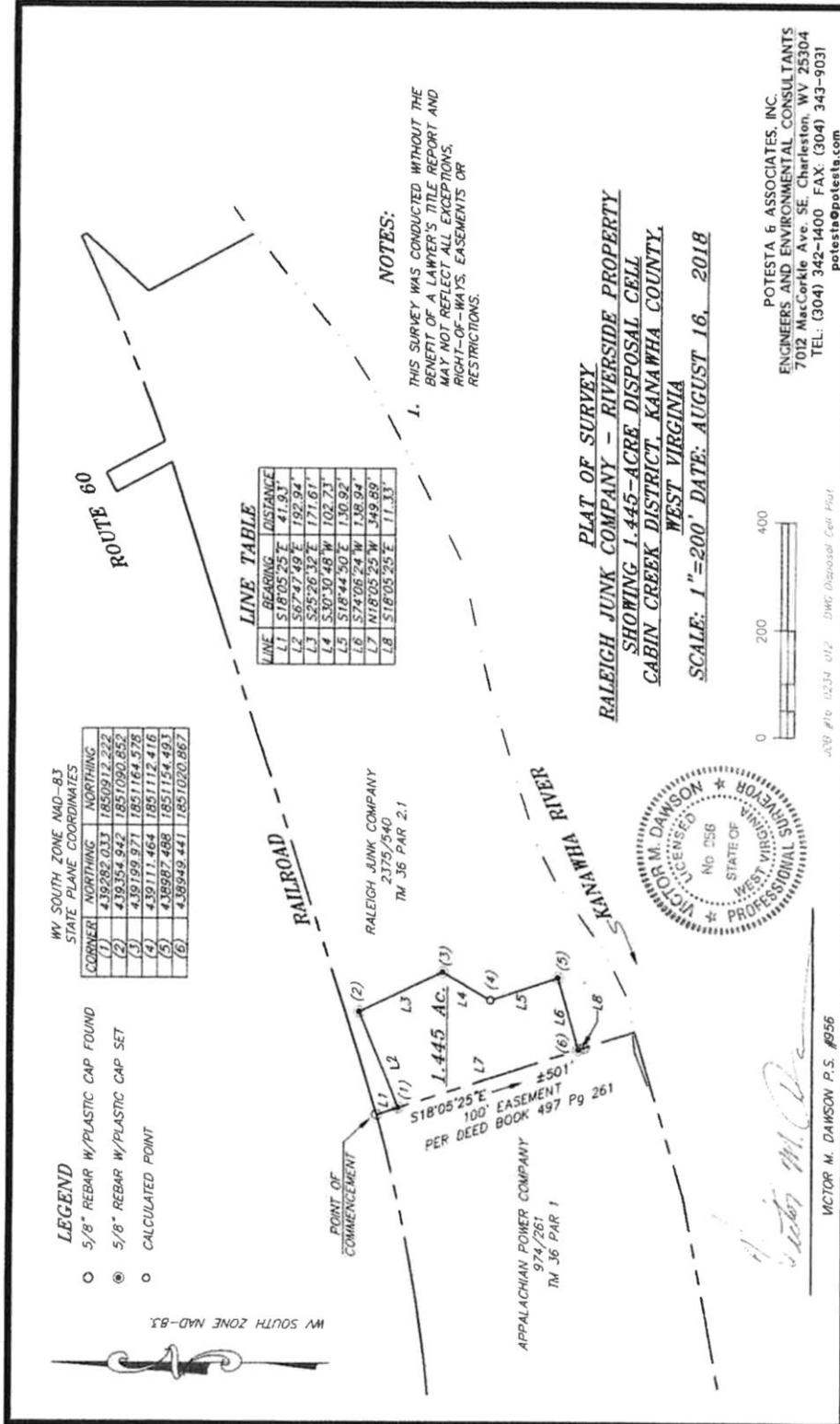


**GOOGLE EARTH AERIAL PHOTOGRAPH**

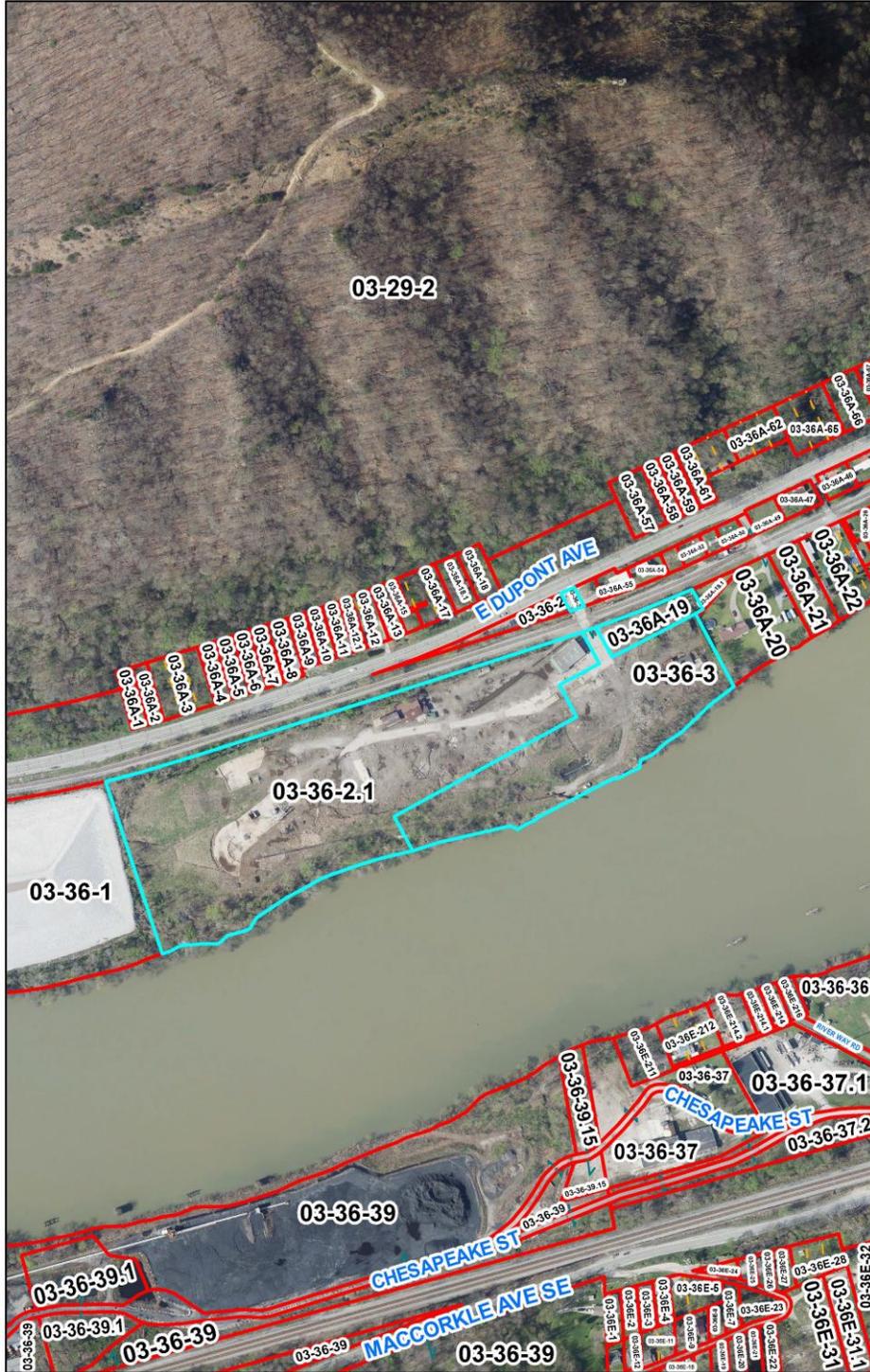




# SURVEY - PARCEL 2.1



# KANAWHA COUNTY ASSESSOR'S GIS MAP



**Kanawha County Assessor's Office**  
**For Tax Purposes Only**  

 Allotted the right to use for purposes of other digital tax devices  
 property of the county assessor who created them. The  
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Date: 2/2/2022      1 inch = 300 feet

# WV FLOOD TOOL MAP - PARCEL 2.1

## Map 36/Parcel 2.1



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 2/2/2022</i>	
		1-Percent-Annual-Chance Flood Hazard Area <b>With Base Flood Elevation (BFE)</b>	<b>User Notes</b>			
		1-Percent-Annual-Chance Flood Hazard Area <b>Without BFE (may have Advisory Flood Heights)</b>	<b>Flood Hazard Area</b>	Location is <b>WITHIN</b> a moderate flood risk hazard such as a FEMA 500-year floodplain.		
		1-Percent-Annual-Chance Future Conditions (High Risk Advisory Flood Zones)	<b>Flood Zone</b>	Shaded X (500-YR Flood)		
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</b>	Kanawha River			
<b>Disclaimer:</b>		<b>Watershed (HUCS)</b>	Upper Kanawha (5050006)			
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</b>	Flood Height 6a N/A			
		<b>Water Depth</b>				
		<b>Elevation</b>	624.7 ft (Source: FEMA 2018-20) (NAVD88)			
		<b>Community &amp; ID</b>	Kanawha County (ID: 540070)			
		<b>FEMA Map &amp; Date</b>	54039C0608E; Effective Date: 2/6/2008			
		<b>Location (lat, long)</b>	(38.205854, -81.407214) (WGS84)			
		<b>Parcel ID</b>	20-03-0036-0002-0001			
		<b>E-911 Address</b>	7090 E DUPONT AVE, Glasgow, WV, 25086			

# WV REAL ESTATE ASSESSMENT REPORT - PARCEL 2.1



2/2/2022

## WV Real Estate Assessment Data

County Kanawha
Tax Year 2021
Date

Parcel ID 20-03-0036-0002-0001
Root PID 20030036000200010000

**Property Owner and Mailing Address**

Owner(s) RALEIGH JUNK COMPANY  
 Mailing Address PO BOX 886, CHARLESTON, WV 25323

**Property Location**

Physical Address 7090 E DUPONT AVE  
 E-911 Address 7090 E DUPONT AVE Glasgow WV 25086  
 Parcel ID 20-03-0036-0002-0001  
 County 20 - Kanawha  
 District 3 - Cabin Creek District  
 Map [0036](#) (Click for PDF tax map)  
 Parcel No. 0002  
 Parcel Suffix 0001  
 Map View Link <https://mapwv.gov/parcel/?pid=20-03-0036-0002-0001>

**General Information**

Tax Class	Book / Page	Deeded Acres	Calculated Acres	Legal Description
3	2375 / 0540	10.310	11.47	10-33/100 A SURF LT 1 K & C COAL CO NORTH SIDE KAN RIVER
		11.47		

**Cost Value**

Dwelling Value	---
Other Bldg/Yard Values	\$57,240
Commercial Value	\$0
<b>Appraisal Value</b>	
Land Appraisal	\$29,700
Building Appraisal	\$57,200
Total Appraisal	\$86,900

**Building Information**

Property Class C - Commercial  
 Land Use 339 - Parking Miscellaneous  
 Use Type

Living Area								
Cubic Feet								
# of Buildings (Cards)	1							
# of Units								
Card Built	Stories	Units	CG	Exterior Wall	Construction Type	Commercial Basement	Square Feet	Building Value

### Other Building and Yard Improvements

Bldg/ Card #	Line	Type	Year Built	CG	Units	Size	Area	Replace Cost	Adjusted Replace Cost
1	3	Mat/Slab Paving Concrete	2007	22	1	x	16,426	\$50,970	\$57,240
					1		16,426	\$50,970	\$57,240

### Flood Zone Information

Acres (c.) Risk

11.47 **High**

This parcel appears to be in a HIGH RISK flood hazard zone.

Learn more at [WV Flood Tool](#)

### Parcel History

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2021	3	RALEIGH JUNK COMPANY	PO BOX 886 CHARLESTON, WV 25323	2375 / 0540	10-33/100 A SURF LT 1 K & C COAL CO NORTH SIDE KAN RIVER	\$29,700	\$57,200	\$86,900
2020	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	10-33/100 A SURF LT 1 K & C COAL CO NORTH SIDE KAN RIVER	\$29,700	\$59,400	\$89,100
2019	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	10-33/100 A SURF LT 1 K & C COAL CO NORTH SIDE KAN RIVER	\$29,700	\$61,500	\$91,200

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2018	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	10-33/100 A SURF LT 1 K & C COAL CO NORTH SIDE KAN RIVER	\$29,700	\$74,000	\$103,700
2017	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	10-33/100 A SURF LT 1 K & C COAL CO NORTH SIDE KAN RIVER	\$29,700	\$77,100	\$106,800
2016	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	10-33/100 A SURF LT 1 K & C COAL CO NORTH SIDE KAN RIVER	\$29,700	\$79,300	\$109,000
2015	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	10-33/100 A SURF LT 1 K & C COAL CO NORTH SIDE KAN RIVER	\$29,700	\$82,400	\$112,100

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

# 2021 TAX TICKET - PARCEL 2.1

2/2/22, 1:19 PM

Kanawha County Sheriff's Tax Office Real Property Ticket - 2021-0000013478

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



Tax Year: 2021	Account Number: 07584444
Ticket #: 0000013478	Taxpayer I.D.:
District: 03 - CABIN CREEK	

Property Owner	Property Description
RALEIGH JUNK COMPANY  PO BOX 886 CHARLESTON, WV 25323 Lending Institution:	10-33/100 A SURF LT 1 K & C COAL CO NORTH SIDE KAN RIVER  <hr/> Map/Parcel: 36 / 0002 0001 0000 Lot Size:                      Acreage: Book: 2375                      Page: 0540

Tax Class: 3  
 Homestead Exemption: None  
 Back Tax: None  
 Exoneration: None  
 Prior Delinquents: None  
 Special Disposition: None

### ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	17820	17820	
Building	34320	34320	
<b>Total</b>	<b>52140</b>	<b>52140</b>	<b>656.86</b>

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

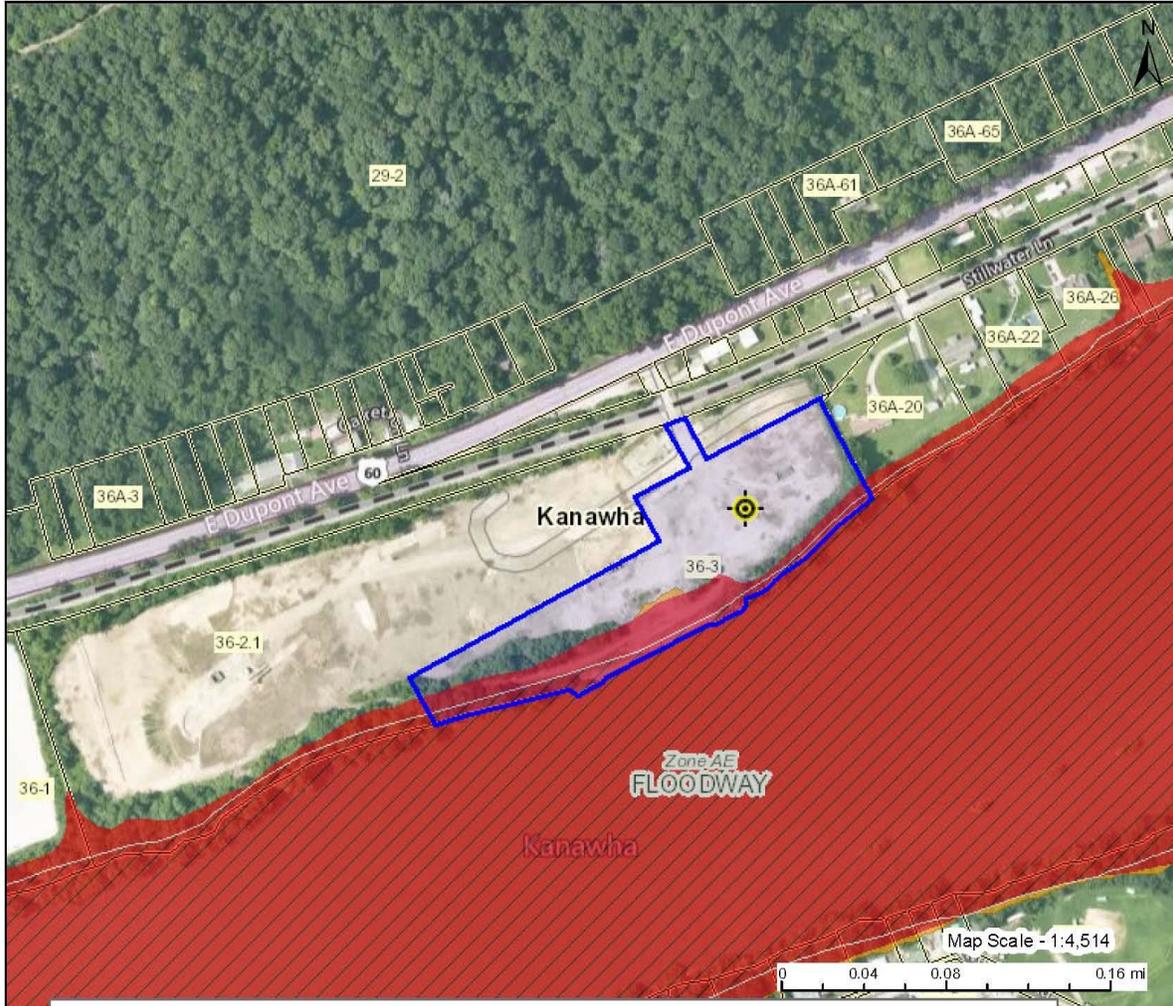
### PAYMENTS RECEIVED:

	First Half	Second Half
Net	656.86	656.86
Discount	.00	16.42
Interest	.00	.00
<b>Total</b>	<b>656.86</b>	<b>640.44</b>
Date	09/21/2021	09/21/2021

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 - PARCEL 3

## Map 36/Parcel 3



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 2/2/2022</i>	
	<b>Zone AE</b> 1-Percent-Annual-Chance Flood Hazard Area <b>With Base Flood Elevation (BFE)</b>		<b>User Notes</b>			
	<b>Zone A</b> 1-Percent-Annual-Chance Flood Hazard Area <b>Without BFE (may have Advisory Flood Heights)</b>		<b>Flood Hazard Area</b> Location is <b>WITHIN</b> a moderate flood risk hazard such as a FEMA 500-year floodplain.	<b>Flood Zone</b> Shaded X (500-YR Flood) <b>Stream</b> Kanawha River <b>Watershed (HUCs)</b> Upper Kanawha (5050006) <b>Flood Height</b> Flood Height 6a N/A <b>Water Depth</b> <b>Elevation</b> 623.3 ft (Source: FEMA 2018-20) (NAVD88) <b>Community &amp; ID</b> Kanawha County (ID: 540070) <b>FEMA Map &amp; Date</b> 54039C0609E; Effective Date: 2/6/2008 <b>Location (lat, long)</b> (38.206385, -81.404512) (WGS84) <b>Parcel ID</b> 20-03-0036-0003-0000 <b>E-911 Address</b>		
	<b>Advisory</b> 1-Percent-Annual-Chance Future Conditions (High Risk Advisory Flood Zones)		<b>Flood Zone</b> Shaded X (500-YR Flood)			
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>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.						

# WV REAL ESTATE ASSESSMENT REPORT - PARCEL 3



## WV Real Estate Assessment Data

Date
2/2/2022

[About](#)

[New Search](#)

[Structure Drawing](#)

Tax Year

2021

County

Kanawha

Parcel ID	20-03-0036-0003-0000
Root PID	2003003600030000000000

### Property Owner and Mailing Address

Owner(s) RALEIGH JUNK COMPANY  
 Mailing Address PO BOX 886, CHARLESTON, WV 25323

### Property Location

Physical Address 79 1/2 KANAWHA RIVER  
 E-911 Address ---  
 Parcel ID 20-03-0036-0003-0000  
 County 20 - Kanawha  
 District 3 - Cabin Creek District  
 Map [0036](#) (Click for PDF tax map)  
 Parcel No. 0003  
 Parcel Suffix 0000  
 Map View Link <https://mapwv.gov/parcel/?pid=20-03-0036-0003-0000>

### General Information

Tax Class	Book / Page	Deeded Acres	Calculated Acres	Legal Description
3	2375 / 0540	6.180	4.95	6-18/100A NORTH SIDE OLD LOCK SITE 4 IMPS
		4.95		

### Cost Value

Dwelling Value	---	
Other Bldg/Yard Values	\$20,620	\$43,800
Commercial Value	\$0	\$20,600
		<b>Total Appraisal</b>
		\$64,400

### Building Information

Property Class	C - Commercial
Land Use	339 - Parking Miscellaneous
Use Type	

Living Area								
Cubic Feet								
# of Buildings (Cards)	1							
# of Units								
Card Built	Stories	Units	CG	Exterior Wall	Construction Type	Commercial Basement	Square Feet	Building Value

**Other Building and Yard Improvements**

Bldg/ Card #	Line	Type	Year Built	CG	Units	Size	Area	Replace Cost	Adjusted Replace Cost
1	1	Average Paving Concrete	2008	22	1	14x120	1,680	\$3,440	\$4,010
1	2	Asphalt Parking Pavement	2007	22	1	x	5,000	\$5,490	\$6,160
1	3	Railroad Trackage Railroad Trackage	1950	11	1	x	500	\$25,750	\$5,370
1	4	Mercury Vapor Pole & Brk Light	1950	11	8	x	1	\$4,880	\$5,080
							7,181	\$39,560	\$20,620

**Flood Zone Information**

Acres (c.)	Risk	Learn more at <a href="#">WV Flood Tool</a>
4.95	<b>High</b>	This parcel appears to be in a HIGH RISK flood hazard zone.

**Sales History**

Sale Date	Price	Sale Type	Source Code	Validity Code	Book	Page
11/1/1995	\$365,000	Land and Buildings	4	4		

**Parcel History**

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2021	3	RALEIGH JUNK COMPANY	PO BOX 886 CHARLESTON, WV 25323	2375 / 0540	6-18/100A NORTH SIDE OLD LOCK SITE 4 IMPS	\$43,800	\$20,600	\$64,400
2020	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375 / 0540	6-18/100A NORTH SIDE OLD LOCK SITE 4 IMPS	\$44,800	\$21,000	\$65,800
2019	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375 / 0540	6-18/100A NORTH SIDE OLD LOCK SITE 4 IMPS	\$44,800	\$21,300	\$66,100
2018	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375 / 0540	6-18/100A NORTH SIDE OLD LOCK SITE 4 IMPS	\$44,800	\$39,300	\$84,100
2017	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375 / 0540	6-18/100A NORTH SIDE OLD LOCK SITE 4 IMPS	\$44,800	\$39,800	\$84,600
2016	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375 / 0540	6-18/100A NORTH SIDE OLD LOCK SITE 4 IMPS	\$44,800	\$40,300	\$85,100
2015	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375 / 0540	6-18/100A NORTH SIDE OLD LOCK SITE 4 IMPS	\$44,800	\$40,800	\$85,600

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

# 2021 TAX TICKET - PARCEL 3

2/2/22, 1:20 PM

Kanawha County Sheriff's Tax Office Real Property Ticket - 2021-0000013479

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



Tax Year: 2021	Account Number: 06160450
Ticket #: 0000013479	Taxpayer I.D.:
District: 03 - CABIN CREEK	

Property Owner	Property Description
RALEIGH JUNK COMPANY  PO BOX 886 CHARLESTON, WV 25323 Lending Institution:	6-18/100A NORTH SIDE OLD LOCK SITE 4 IMPS  <hr/> Map/Parcel: 36 / 0003 0000 0000 Lot Size:                      Acreage: Book: 2375                      Page: 0540

Tax Class: 3  
 Homestead Exemption: None  
 Back Tax: None  
 Exoneration: None  
 Prior Delinquents: None  
 Special Disposition: None

### ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	26280	26280	
Building	12360	12360	
<b>Total</b>	<b>38640</b>	<b>38640</b>	<b>486.79</b>

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

### PAYMENTS RECEIVED:

	First Half	Second Half
Net	486.79	486.79
Discount	.00	12.17
Interest	.00	.00
<b>Total</b>	<b>486.79</b>	<b>474.62</b>
Date	09/21/2021	09/21/2021

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 - PARCEL 19

## Map 36/Parcel 19



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

H I G H  R I S K		Regulatory Floodway	Flood Info Location <span style="float: right;">Map created on 2/2/2022</span>
	<b>Zone AE</b> 1-Percent-Annual-Chance Flood Hazard Area With Base Flood Elevation (BFE)		<b>User Notes</b>
	<b>Zone A</b> 1-Percent-Annual-Chance Flood Hazard Area Without BFE (may have Advisory Flood Heights)		<b>Flood Hazard Area</b> Location is <b>WITHIN</b> a moderate flood risk hazard such as a FEMA 500-year floodplain.
	<b>Advisory</b> 1-Percent-Annual-Chance Future Conditions (High Risk Advisory Flood Zones)		<b>Flood Zone</b> Shaded X (500-YR Flood) <b>Stream</b> Kanawha River <b>Watershed (HUCS)</b> Upper Kanawha (5050006) <b>Flood Height</b> Flood Height 6a N/A <b>Water Depth</b> <b>Elevation</b> 627.7 ft (Source: FEMA 2018-20) (NAVD88) <b>Community &amp; ID</b> Kanawha County (ID: 540070) <b>FEMA Map &amp; Date</b> 54039C0609E; Effective Date: 2/6/2008 <b>Location (lat, long)</b> (38.206950, -81.404421) (WGS84) <b>Parcel ID</b> 20-03-036A-0019-0000 <b>E-911 Address</b>
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>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.			

# WV REAL ESTATE ASSESSMENT REPORT - PARCEL 19



Date 2/2/2022

**WV Real Estate Assessment Data**

About

New Search

Structure Drawing

Parcel ID	20-03-036A-0019-0000	Tax Year	2021	County	Kanawha
Root PID	2003036A001900000000				

**Property Owner and Mailing Address**

Owner(s) RALEIGH JUNK COMPANY  
 Mailing Address PO BOX 886, CHARLESTON, WV 25323

**Property Location**

Physical Address RIVERSIDE  
 E-911 Address ---  
 Parcel ID 20-03-036A-0019-0000  
 County 20 - Kanawha  
 District 3 - Cabin Creek District  
 Map [036A](#) (Click for PDF tax map)  
 Parcel No. 0019  
 Parcel Suffix 0000  
 Map View Link <https://mapwv.gov/parcel/?pid=20-03-036A-0019-0000>

**General Information**

Tax Class	Book / Page	Deeded Acres	Calculated Acres	Legal Description
3	2375 / 0540	0.510	0.50	51/100A M/L SOUTH SIDE R/R RIVERSIDE 280X96 IRREG
		0.50		

**Cost Value**

Dwelling Value	---	<b>Appraisal Value</b>
Other Bldg/Yard Values	\$0	Land Appraisal
Commercial Value	\$0	Building Appraisal
		Total Appraisal
		\$26,500
		\$0
		\$26,500

**Building Information**

Property Class	C - Commercial
Land Use	300 - Vacant Commercial Land
Use Type	

Living Area								
Cubic Feet								
# of Buildings (Cards)	0							
# of Units								
Card Built	Stories	Units	CG	Exterior Wall	Construction Type	Commercial Basement	Square Feet	Building Value

**Flood Zone Information** [Learn more at WV Flood Tool](#)

Acres (c.) Risk 0.50 **Moderate** This parcel appears to be in a MODERATE RISK flood hazard zone.

**Sales History** [Learn More](#)

Sale Date	Price	Sale Type	Source Code	Validity Code	Book	Page
11/1/1995	\$365,000	Land and Buildings	4	4		

**Parcel History**

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2021	3	RALEIGH JUNK COMPANY	PO BOX 886 CHARLESTON, WV 25323	2375 / 0540	51/100A M/L SOUTH SIDE R/R	\$26,500	\$0	\$26,500
2020	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	51/100A M/L SOUTH SIDE R/R RIVERSIDE 280X96 IRREG	\$26,500	\$0	\$26,500
2019	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	51/100A M/L SOUTH SIDE R/R RIVERSIDE 280X96 IRREG	\$26,500	\$0	\$26,500
2018	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	51/100A M/L SOUTH SIDE R/R RIVERSIDE 280X96 IRREG	\$26,500	\$0	\$26,500

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2017	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	51/100A M/L SOUTH SIDE R/R RIVERSIDE 280X96 IRREG	\$26,500	\$0	\$26,500
2016	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	51/100A M/L SOUTH SIDE R/R RIVERSIDE 280X96 IRREG	\$26,500	\$0	\$26,500
2015	3	RALEIGH JUNK COMPANY	PO BOX 886, CHARLESTON, WV 25323	2375/ 0540	51/100A M/L SOUTH SIDE R/R RIVERSIDE 280X96 IRREG	\$26,500	\$0	\$26,500

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

# 2021 TAX TICKET - PARCEL 19

2/2/22, 1:20 PM

Kanawha County Sheriff's Tax Office Real Property Ticket - 2021-0000013480

## Kanawha County Sheriff's Tax Office

### Kanawha County Real Property



Tax Year: 2021	Account Number: 06160441
Ticket #: 0000013480	Taxpayer I.D.:
District: 03 - CABIN CREEK	

Property Owner	Property Description
RALEIGH JUNK COMPANY  PO BOX 886 CHARLESTON, WV 25323 Lending Institution:	51/100A M/L SOUTH SIDE R/R RIVERSIDE 280X96 IRREG  <hr/> Map/Parcel: 36A / 0019 0000 0000 Lot Size:                      Acreage: Book: 2375                      Page: 0540

Tax Class: 3  
 Homestead Exemption: None  
 Back Tax: None  
 Exoneration: None  
 Prior Delinquents: None  
 Special Disposition: None

#### ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	15900	15900	
Building	0	0	
<b>Total</b>	<b>15900</b>	<b>15900</b>	<b>200.31</b>

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

#### PAYMENTS RECEIVED:

	First Half	Second Half
Net	200.31	200.31
Discount	.00	5.01
Interest	.00	.00
<b>Total</b>	<b>200.31</b>	<b>195.30</b>
Date	09/21/2021	09/21/2021

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.

**DEED**

BOOK 2375 PAGE 540

THIS DEED, made this 31<sup>st</sup> day of October, 1995, by and between METRO CORPORATION, a West Virginia corporation, party of the first part, and RALEIGH JUNK COMPANY, a West Virginia corporation, party of the second part;

WITNESSETH

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations not herein mentioned, the receipt and sufficiency of which are hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the party of the second part, all those certain lots or parcels of land, together with the improvements thereon and the appurtenances thereunto belonging, situate in Cabin Creek Tax District, Kanawha County, West Virginia, said lots or parcels being more particularly bounded and described as follows:

Lewis, Friedberg, Glasser, Casey & Rollins (303)  
Suite 700, One Valley Square  
P.O. Box 1745  
Charleston, West Virginia, 25324

PARCEL NO. 1: BEGINNING at an iron pin in a fence line in the southerly right of way line of the New York Central Railroad, located at the intersection of the common division line between the parcel hereby conveyed and a tract of land presently owned by the J.G.W. Tompkins Estate with said southerly right of way line, and running thence with the said southerly right of way line with a curved line to the left, chord of which bears N 76° 18' E 109.39 feet to an iron pin; thence continuing with said southerly right of way line N 75° 26' E 973.95 feet to an iron pin; thence continuing with said southerly right of way line with a curved line to the left, chord of which bears N 75° 11' E 187.90 feet to an iron pin, located at the intersection of said southerly right of way with the westerly right of way line of the road to Former Lock No. 3; thence leaving said southerly right of way line of the New York Central Railroad and running with said westerly right of way line of said road to Former Lock No. 3, S 25° 28' E 103.76 feet to an iron pin by a large set stone, common corner to the tract hereby conveyed and a tract now or formerly owned by the Riverton Coal Company: thence leaving said westerly right of way line of said road to Former Lock No. 3 and running with four common division lines between the tract hereby conveyed and the tract now or formerly owned by the Riverton Coal Company, S 64° 10' W 125.33 feet to a stone; S 25° 11' E 99.65 feet to a stone; S 64°

BOOK PAGE : 2375- / 540- 01  
KANAWHA COUNTY, WV  
DATE/TIME RECORDED: 11/02/1995 12:13:52:00  
INST #: 449250 TYPE: DEED  
CLERK OF THE COUNTY COMMISSION  
TOTAL RECD/DUE: 1613.00 1606.00

07' W 573.94 feet to a stone; S 25° 53' E 79.00 feet, more or less, to a stake in the contour line of the normal pool stage of the Kanawha River created by the Marmet Dam; thence leaving said common division line between the tract hereby conveyed and tract now or formerly owned by Riverton Coal Company, and running down the river with the meanders of said contour line of the normal pool stage of Kanawha River S 72° 58' W 145.60 feet; S 68° 48' W 180.12 feet; S 60° 52' W 231.51 feet; S 59° 42' W 90.49 feet to a stake in said contour line of the normal pool stage of Kanawha River located at the intersection of the common division line between the parcel hereby conveyed and the said tract presently owned by J.G.W. Tompkins Estate, with said contour line of the normal pool stage of Kanawha River; thence leaving said contour line of the normal pool stage of Kanawha River and running with two common division lines between the said tract presently owned by J.G.W. Tompkins Estate and the tract hereby conveyed, N 14° 57' W 115 feet, more or less, to an iron pin; thence N 14° 57' W 410.06 feet to the place of beginning, containing 10.326 acres, more or less. The parcel of land hereby conveyed is shown and designated as PARCEL NO. 1 on a map entitled "Map showing Land Improvements Owned by Knight and Couch Coal Company, Located at Riverside, Cabin Creek District, Kanawha County, West Virginia", dated August 4, 1941, and made by Field Engineering Company of Charleston, West Virginia, of record in the office of the Clerk of the County Commission, Kanawha County, West Virginia, in Deed Book 814, at page 400-A,

and being the same property conveyed to Midwest Steel Corporation, a corporation, by Midwest Rail Corporation, a corporation, by deed dated June 7, 1955, of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 1276, page 209. The oil and gas underlying the said property has been excepted and reserved by predecessors in the title to said land and there is expressly excepted and reserved also from this conveyance all rights-of-way, easements, leases and rights as have been heretofore made and granted by predecessors in title.

PARCEL NO. 2: BEGINNING at a corner, marked by a stone monument, located in the easterly boundary line of a tract of land of the United States of America, known as Kanawha River Lock No. 3 Reservation, said corner being common to lands of E. J. Myers; thence from said point of beginning and running with said lands of E. J. Myers, S 30° 40' E 238.0 feet to a stake at normal

pool level of Marmet Dam; thence along said line extended, a distance of 97 feet, more or less, to a point at low water on the right descending bank of the Kanawha River; thence leaving said lands of E. J. Myers, and running downstream with the meanders of and binding upon said low water a distance of 1,000 feet, more or less, to a point at the end of a line common to the lands of the Knight and Couch Coal Company; thence, leaving said low water and running with said lands of the Knight and Couch Coal Company; N 30° 40' W 124 feet, more or less, to a stake at said normal pool level of Marmet Dam; thence continuing with said Knight and Couch Coal Company's line, N 30° 40' W 75.7 feet to a stone monument; thence, following other lines of said Knight and Couch Coal Company N 59° 20' E 575.0 feet to a stone monument; N 30° 40' W 100.0 feet to a stone monument; thence N 59° 20' E 125.0 feet to a stake; thence N 30° 40' W 220.0 feet to a point in the southerly right of way line of United States Highway Route 60; thence leaving said lands of the Knight and Couch Coal Company and running with said right of way line, N 59° 20' E 40.0 feet to a point, common to lands of said E. J. Myers; thence leaving said right of way line and running with said lands of E. J. Myers, S 30° 40' E 222.0 feet to an iron stake; thence N 59° 20' E 260.0 feet to the place of beginning; containing 6.18 acres, more or less,

and being the same property conveyed to Midwest Rail Corporation by deed dated the 1st day of November, 1947, by Riverton Coal Company of Crown Hill, a corporation, and Ernest Michie, of record in said Clerk's office in Deed Book 814, at page 475, and being the same land conveyed of two tracts of land to the United States of America, one by a deed dated October 25, 1877, from John G. W. Tompkins and Amelia C. Tompkins, his wife, for 2.5 acres and recorded in Deed Book 33, at page 96, of record in said Clerk's office, and the other by Court Order dated March 8, 1878, for 3.74 acres from Justin Rideout, W. H. Lovell and George H. Duling, and recorded in Court Order Book No. 3, at pages 66, 263, and 293, of the records of Kanawha County, West Virginia, and being the same property conveyed by Midwest Rail Corporation, a corporation, to Midwest Steel Corporation, a corporation, by deed dated June

7, 1955, and recorded in said Clerk's office on April 29, 1959, in Deed Book 1276, at page 209.

Parcel No. 2 is conveyed subject to the perpetual right of over flowage excepted and reserved unto the United States of America as referred to in the deed from the United States of America to Riverton Coal Company, dated May 27, 1937, of record in said Clerk's office in Deed Book 434, at page 197, and which said easement is expressly excepted and reserved from this conveyance and is further subject to the right of way granted to the Kanawha and Ohio Railroad Company (New York Central Railroad Company, lessee), under authority of an Act of Congress approved February 28, 1887, (24 Stat. 429-30).

PARCEL NO. 3: BEGINNING at a point in the southerly right of way line of the New York Central Railroad, thence S 31° 50' E a distance of 96 feet to a stone; thence N 58° 15' E a distance of 259.5 feet to an iron pin; thence S 31° 00' E a distance of 7.5 feet to an iron pin; thence N 41° 00' E a distance of 157.5 feet to a stake; thence N 25° 20' W a distance of 10 feet to the southerly right of way line of the New York Central Railroad; thence with said right of way line in a westerly direction to the beginning,

and being the same property conveyed to Midwest Steel Corporation a corporation, by deed dated August 2, 1957, from William H. Ferrel and Ruth Mae Ferrel, his wife, of record in the aforesaid Clerk's office in Deed Book 1219, at page 128.

Parcel No. 3 is subject to a right of way to the C & P Telephone Company, dated April 2, 1948, and of record in said Clerk's office in Deed Book 851, at page 392.

The aforesaid property hereinabove described as " PARCEL NO. 1 ", " PARCEL NO. 2 " and " PARCEL NO. 3 ", is part of the same property heretofore conveyed to A.P.S., Inc., a West Virginia corporation, from Midwest Steel Corporation, a West Virginia corporation, by deed dated September 15, 1970, of record in the aforesaid Clerk's office on December 4, 1970, in Deed Book 1607, at page 507 and further, by Confirmatory Deed dated August 31, 1989, conveying subject property to Metro Corporation from A.P.S. Inc., which merged with and into Metro Corporation, effective August 31, 1989, of record in the aforesaid Clerk's office in Deed Book 2233, at page 580.

Reference to said deeds and maps being here made for a more particular description hereby conveyed.

There is expressly excepted and reserved from this conveyance all rights of way, easements, leases and rights as have been heretofore made and granted by the party of the first part and its predecessors in title.

Subject to the aforementioned perpetual right of overflowage and to the aforesaid rights of way, easements, leases and rights, and subject further to 1995 and 1996 real estate taxes, payment of the 1995 real property taxes shall be prorated between the parties hereto on calendar year basis and payment of the 1996 real property taxes shall be paid by the party of the second part when due, the party of the first part hereby covenants that it will WARRANT GENERALLY the property hereby conveyed and that the same is free and clear of liens and encumbrances.

DECLARATION OF CONSIDERATION OR VALUE

The undersigned grantor hereby declare that the total consideration paid for real estate transferred by this instrument is Three Hundred Sixty-Five Thousand Dollars (\$365,000.00).

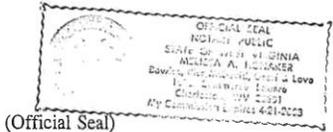
IN WITNESS the following signature and seal.



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

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October  
1995, by Sam Silvestri for METRO CORPORATION, a West Virginia  
Corporation, as its President.

My commission expires April 21, 2003.



(Official Seal)

Melissa A. Finkler  
Notary Public



This instrument prepared by Paul M. Friedberg, Attorney at Law, P.O. Box 1746, Charleston,  
West Virginia.

This instrument was presented to the Clerk of the County  
Commission of Kanawha County, West Virginia, on NOV 02 1995  
and the same is admitted to record.

Teste: Almal J. King Clerk  
Kanawha County Commission

# LAND USE COVENANT

Applicant: Poor Charlie & Company, Inc.  
VRP Project No. 03829

## LAND USE COVENANT

This is an environmental covenant executed pursuant to the Voluntary Remediation and Redevelopment Act, W. Va. Code § 22-22, and the Uniform Environmental Covenants Act, W. Va. Code § 22-22B, to restrict the activities on, and uses of, the following described property:

Street Address:	7090 East DuPont Avenue
City:	Glasgow
County:	Kanawha County
Tax District:	Cabin Creek
Tax Map:	136
Tax Parcel:	2.1, 3, and 9
Deed Book:	2375
Page No.:	540
Acres:	17.02

DEED 3017 169  
Recorded in Above Book and Page  
11/27/2010 02:59:46 PM  
Vera J. McCormick  
County Clerk  
Kanawha County, WV  
Paid for  
Recording Fee 0.00  
TOTAL 18.00

A map is attached as Exhibit A, which outlines the entire subject property and specifically illustrates the 1.445-acre disposal cell for which additional activity and use limitations apply, beyond those which are applicable to the entire property described above.

### FOLLOWING IS A METES AND BOUNDS DESCRIPTION OF THE 1.445-ACRE RIVERSIDE DISPOSAL CELL

A tract of land, situate on the waters of the Kanawha River, Cabin Creek District, Kanawha County, West Virginia, more particularly described as follows:

Commencing at a 5/8-inch rebar with plastic cap found on the southern side of the railroad, at the common division corner between Appalachian Power Company, recorded in Deed Book 974 at page 261, and Raleigh Junk Company, recorded in deed Book 2375 at page 540, thence leaving said railroad and running with the line of said Appalachian Power,

S18°05'25"E, 41.93 feet to a 5/8-inch rebar with plastic cap set, said rebar being the POINT OF BEGINNING for the 1.445-acre tract herein described, thence leaving said Appalachian Power and running through and across the property of said Raleigh Junk Company, from which this conveyance is a part of

S67°47'49"E, 192.94 feet to a 5/8-inch rebar with plastic cap set, thence

S25°26'32"E, 171.61 feet to a 5/8-inch rebar with plastic cap set, thence

S30°30'48"W, 102.73 feet to a point, thence

S18°44'50"E, 130.92 feet to a 5/8-inch rebar with plastic cap set, thence

S74°06'24"W, 138.94 feet to a 5/8-inch rebar with plastic cap set in the common division line to said Appalachian Power, from which a 5/8-inch rebar found bears S18°05'25"E at 11.33 feet, thence running with said common division line.

N18°05'25"E, 349.89 feet to the POINT OF BEGINNING, containing 1.445 acres more or less as shown on a Plat of Survey by Potesta & Associates, Inc. entitled "PLAT OF SURVEY SHOWING THE 1.445-ACRE RIVERSIDE DISPOSAL CELL, CABIN CREEK DISTRICT, KANAWHA COUNTY, WEST VIRGINIA, SCALE: 1"=200', DATE: AUGUST 16, 2018", said plat is attached hereto and made a part of this description.

The subject property has been remediated in accordance with the Voluntary Remediation and Redevelopment Act, W. Va. Code § 22-22. Non-residential exposure assumptions were used to comply with the site-specific remediation standard. Contaminants of concern that exceed de minimis residential standards by media are as follows:

Groundwater: Arsenic  
Soil: Arsenic, Lead, Mercury, Benzo(a)anthracene, Benzo(a)pyrene,  
Benzo(b)fluoranthene, Indeno(1,2,3-cd)pyrene, Polychlorinated Biphenyls  
(PCBs)

The following activities on and uses of the above described property may result in excessive human exposure or in the release of a contaminant that was contained as part of the remedial action related to this covenant. Therefore, the following activities on and uses of the real property are prohibited for all of Tax Parcels 2, 1, 3, and 9:

1. Use for residential purposes, as defined by W. Va. Code § 22-22-2(bb), including, but not limited to, schools, day care centers, nursing homes, or other residential-style facilities or recreational areas.
2. Use or extraction of groundwater for any purpose, except for groundwater monitoring and/or remediation.
3. Any activity that may interfere with the groundwater monitoring well network.

In addition to the use restrictions presented in Items 1, 2, and 3, the following activities on and uses of the real property are prohibited as described above for the 1.445-acre disposal cell illustrated in Exhibit A:

4. Excavation, drilling, or penetration of the ground surface unless the following requirements are met:
  - a. The activity is conducted by persons qualified and knowledgeable about releases and exposures to contaminants known to exist at the site.

Applicant Poor Charlie & Company, Inc  
VRP Project No: 03829

- b. The work is performed in accordance with applicable health and safety laws and regulations and a Soil Management Plan developed by a West Virginia Licensed Remediation Specialist or similarly qualified individual.
- c. The disturbed area is restored in a manner which assures that an equivalent amount of exposure control is achieved at the conclusion of the work.
- d. The owner of the real property provides written notice to the West Virginia Department of Environmental Protection (WVDEP) of the intent to conduct such work no less than five (5) days prior to beginning unless a waiver is granted by the WVDEP.
- e. At the request of the WVDEP, the owner of the real property provides written evidence (including laboratory analytical data) showing the affected area continues to meet the remediation standard following completion of the work.

The following engineering control has been installed at the property as a part of the remedy and is necessary to attain the designated remediation standard and shall be operated and maintained as necessary to protect its/their functional integrity:

Engineering Control 1: Engineered cap over the 1.445-acre disposal cell depicted on Exhibit A.

As of the date of this Land Use Covenant, the current owner of record of the property, and associated contact information is:

Poor Charlie & Company, Inc., as successor in interest to Raleigh Junk Company  
Attn: Ann R. Starcher  
P. O. Box 886  
Charleston, West Virginia 25323

The term "owner" as used herein means the owner of record of the property, as the case may be. Any person, including a person that owns an interest in the real property, the state or federal agency determining or approving the environmental response project pursuant to which an environmental covenant is created, or a municipality or other unit of local government may be a holder of an environmental covenant. The following are all holders of this covenant:

Poor Charlie & Company, Inc.  
Attn: Ann R. Starcher, its President  
P. O. Box 886  
Charleston, West Virginia 25323

West Virginia Department of Environmental Protection  
Attn: Robert Rice, Director, Division of Land Restoration  
601 57<sup>th</sup> Street, S.E.  
Charleston, West Virginia 25304

The owner(s) of the property shall provide written notice to the WVDEP within ten (10) days following transfer of a specified interest in the property subject to this covenant, changes in use of the property, or applications for building permits or proposals for any site work affecting the contamination on the property. Any notice regarding transfer of a specified interest in the property subject to this covenant shall include the name, address, and contact information for the new owner.

The owner shall conduct inspections of the property in accordance with the Land Use Covenant Inspection Form provided as Exhibit B to monitor compliance with this Land Use Covenant at least once per year and shall submit the signed form to the WVDEP headquarters within thirty (30) days of the inspection.

This covenant relieves the applicant and subsequent successors and assigns from all civil liability to the State as provided under W. Va. Code § 22-22 and shall remain in effect so long as the property complies with the applicable standards in effect at the time this covenant was issued.

This covenant shall not be amended, modified, or terminated except by written instrument executed in accordance with W. Va. Code § 22-22B-10, by and between the owner at the time of the proposed amendment, modification, or termination; the WVDEP; and the holders of this covenant. Within five (5) days of executing an amendment, modification, or termination of this Land Use Covenant, the owner shall record such amendment, modification, or termination with the Clerk of the County Commission, and within five (5) days thereafter, the owner shall provide a true copy of the recorded amendment, modification, or termination to the WVDEP.

The administrative record for the environmental response project reflected in this covenant is maintained at the WVDEP headquarters, and is entitled:

Raleigh Junk – Riverside Yard, VRP #03829

The WVDEP is granted full right of access to the property for the purpose of implementation or enforcement of this covenant.

All restrictions and other requirements described in this covenant shall run with the land and shall be binding upon all holders and their grantees, lessees, authorized agents, employees, or persons acting under their direction or control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the following holders have executed this covenant on the dates indicated.

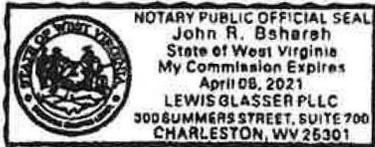
Poor Charlie & Company, Inc.

Printed Name: Ann R. Starcher  
Title: President  
 11/15/18  
Signature Date

I, John R. Bsharah, a Notary Public in and for the County of Kanawha, State of West Virginia, do hereby certify that the holder(s) whose name is signed above, this day executed this document in my presence or this day acknowledged same to be true act and deed of said holder(s).

Given under my hand this the 15<sup>th</sup> day of November, 2018.  
My commission expires April 5, 2021

Notary Public



Applicant: Poor Charlie & Company, Inc.  
VRP Project No. 03829

West Virginia Department of Environmental Protection

Printed Name: Robert Rice

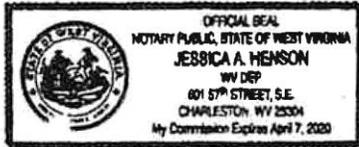
Title: Director, Division of Land Restoration

[Signature] 11-20-18  
Signature Date

I, Jessica A. Henson, a Notary Public in and for the County of Kanawha, State of West Virginia, do hereby certify that the holder(s) whose name is signed above, this day executed this document in my presence or this day acknowledged same to be true act and deed of said holder(s).

Given under my hand this the 20<sup>th</sup> day of November, 20 18.  
My commission expires April 7, 2020

Jessica A. Henson  
Notary Public



The Clerk will return the recorded document to:

M Office of Environmental Remediation  
West Virginia Department of Environmental Protection  
601 57<sup>th</sup> Street, SE  
Charleston, West Virginia 25304

# EXHIBIT A

This instrument was presented to the Clerk of the County  
Commission of Kanawha County, West Virginia, on  
and the same is admitted to record. **NOV 27 2018**

Teste: *Debra J. McCoskie* Clerk

Kanawha County Commission

DEED 3017 176  
 WY SOUTH ZONE NAD-83

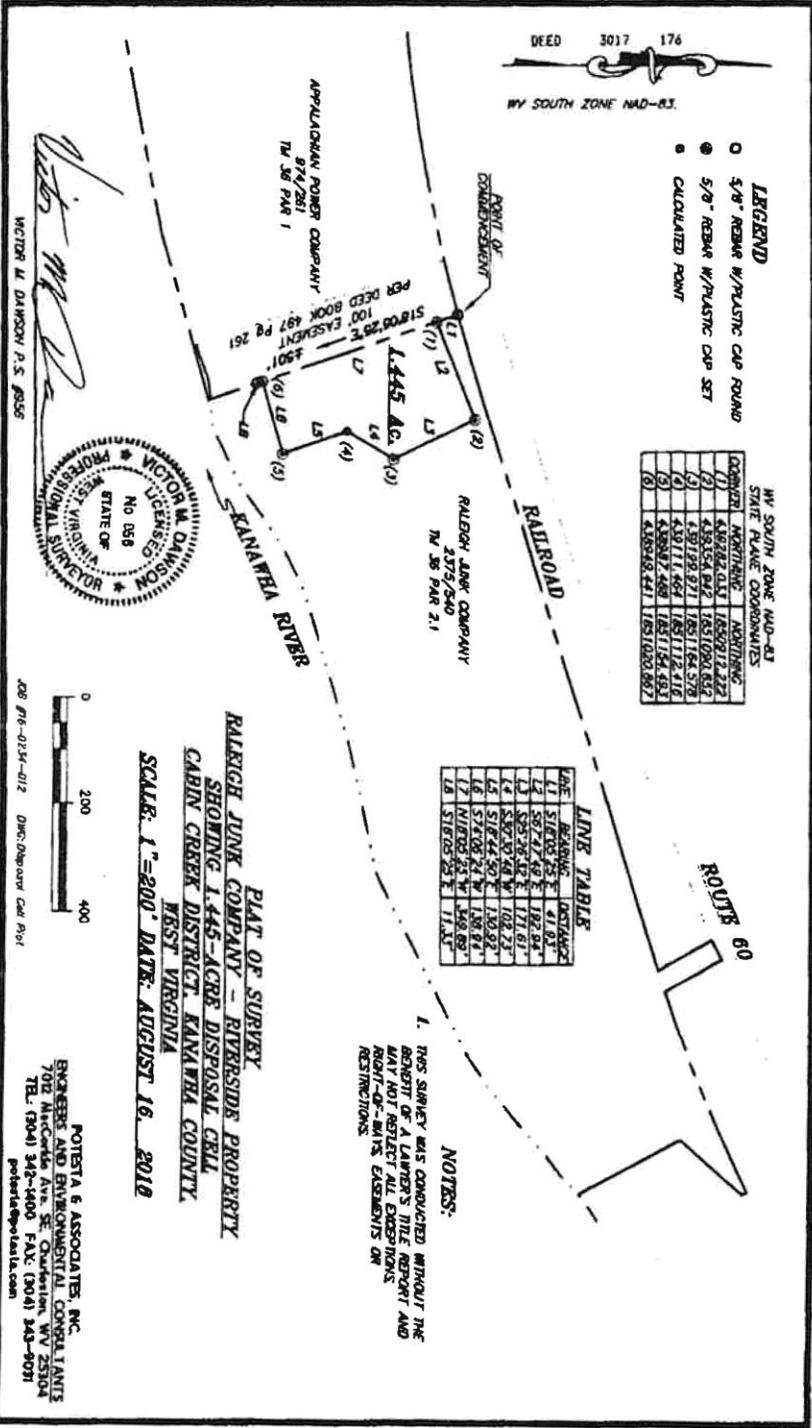
- LEGEND**
- 5/8" REBAR W/PLASTIC CAP ROUND
  - 5/8" REBAR W/PLASTIC CAP SET
  - CALCULATED POINT

WY SOUTH ZONE NAD-83  
 STATE PLANE COORDINATES

COORDINATE	NORTHING	EASTING
(1)	436924.011	185997.222
(2)	435334.892	1851080.932
(3)	430179.221	1851164.518
(4)	435847.468	1851154.483
(5)	435949.441	1851080.867

**LINE TABLE**

LINE	BEARING	DISTANCE
1	S170°28'E	181.81
2	S57°42'49"E	192.84
3	S25°26'42"E	171.61
4	S87°30'48"W	102.23
5	S17°44'50"E	100.92
6	S74°05'24"W	138.81
7	N17°05'25"W	148.89
18	S17°05'25"E	171.11



VICTOR M. DAWSON, P.S. 8555  
 LICENSING  
 STATE OF WEST VIRGINIA  
 PROFESSIONAL SURVEYOR  
 No. 058

0 200 400  
 JOB #16-0124-012 Dwg: Drawn: Cal Plot

POTESTA & ASSOCIATES, INC.  
 ENGINEERS AND ENVIRONMENTAL CONSULTANTS  
 7012 Mercersville Ave. SE, Charleston, WV 25304  
 TEL: (304) 342-1400 FAX: (304) 343-9071  
 potesta@potesta.com

**NOTES:**  
 1. THIS SURVEY WAS CONDUCTED WITHOUT THE ASSISTANCE OF A LATENT'S TITLE REPORT AND MAY NOT REVEAL ALL EASEMENTS OR RESTRICTIONS.

# **EXHIBIT B**



# Land Use Covenants

West Virginia Department of Environmental Protection  
Office of Environmental Remediation

## LAND USE COVENANT INSPECTION FORM

[REFER TO INSTRUCTIONS PRIOR TO COMPLETING]

<b>Inspection Date</b>	
<b>Site Information</b>	
Site ID Number:	VRP-03829
Site Name:	Raleigh Junk - Riverside
Street Address:	
City, State, ZIP:	Glasgow, WV 25086
County:	Kanawha
Site Status:	Abandoned <input type="checkbox"/> Active <input type="checkbox"/>
If active, describe current operations:	
<b>Person Conducting Inspection</b>	
Name:	
Relationship to Property:	
Mailing Address:	
Phone:	Email:
<b>Current Property Owner</b> (If multiple owners, provide list as attachment.)	
Owner:	
Contact Name:	
Mailing Address:	
Phone:	Email:
<b>Ownership Transfers</b>	
Property Owner on Recorded LUC:	
Has ownership transfer occurred?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach notification of ownership transfer.

### Activity and Use Limitations (AULs)

Common AULs	Applicable? (Yes/No)	In Compliance? (Yes/No)	If not in compliance, describe non-compliance:
Residential Use	Yes		
Groundwater Use	Yes		
Excavation/Drilling	Yes		
Monitoring Well Network	Yes		
Other (Describe):			
Other (Describe):			



## WV DEP - CERTIFICATE OF COMPLETION



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west virginia department of environmental protection

Office of Environmental Remediation  
601 57th Street SE  
Charleston, WV 25304  
Phone: 304-926-0455

Austin Caperton, Cabinet Secretary  
dep.wv.gov

January 2, 2019

Ms. Ann Starcher  
Trustee of Robert Levine Revocable Trust as Trustee of  
Poor Charlie Stock Trust  
Lewis Glasser Casey Rollins  
300 Summers Street  
Charleston, West Virginia 25301

Re: Certificate of Completion, VRP Project #03829  
Raleigh Junk Riverside, Glasgow, Kanawha County

Dear Ms. Starcher:

I am pleased to provide you the accompanying Certificate of Completion for the subject site located in Glasgow, West Virginia. As you know, the certificate contains a provision relieving the persons who undertook the remediation, as well as the subsequent successors and assigns, from all liability to the state as provided under Chapter 22 Article 22 of the West Virginia Code. This provision shall remain effective as long as the property complies with the applicable standards in effect at the time the Certificate of Completion was issued. This certificate is subject to the reopener provisions of Section 15 of the Article and includes a land use covenant as provided in Section 14. In this manner, we trust that the property will remain in productive and protective use for the citizens of our state.

If you have any questions, please contact John Meeks by phone at 304-926-0499, ext. 1268 or email at [john.m.meeks@wv.gov](mailto:john.m.meeks@wv.gov). Thank you for your participation in the Voluntary Remediation Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Rice", is written over a light blue horizontal line.

Robert Rice  
Director

Enclosure

cc: Dennis Litwinowicz, LRS  
WVDEP File #03829  
Casey Korbini, Deputy Director, WVDEP/OER  
John Meeks, Program Manager, WVDEP/OER

**STATE OF WEST VIRGINIA  
VOLUNTARY REMEDIATION PROGRAM  
CERTIFICATE OF COMPLETION AND COVENANT**

Poor Charlie & Company, Inc. entered into a Voluntary Remediation Agreement with the Secretary of the Department of Environmental Protection, dated October 25, 2000 ("Agreement"). The Agreement was entered into to address the release of any contaminants at Raleigh Junk-Riverside Yard ("Site") located at 7090 East DuPont Avenue, Glasgow, in Cabin Creek District, Kanawha County, West Virginia.

The following documents are incorporated as a part of this certificate and covenant:

- The Application dated July 19, 2000, and the site assessment submitted with the application.
- The Agreement dated October 25, 2000, with the following modifications:
  - Modification No. 1 - (April 12, 2001) - Schedule Modification
  - Modification No. 2 - (August 20, 2001) - Schedule Modification
  - Modification No. 3 - (July 11, 2002) Schedule Modification
  - Modification No. 4 - (April 24, 2006) - Change of LRS
  - Modification No. 5 - (April 24, 2017) - Schedule Modification, Addresses for Correspondence, Administrative Cost
  - Modification No. 6 - (October 9, 2018) - Applicable Standards, Schedule Modification
- A map depicting the site (see Exhibit A).
- A list of the contaminants for which the remediation standards specified in the Agreement have been met (see Exhibit B).
- The final report submitted for the site dated October 16, 2018, issued by a licensed remediation specialist.
- A description of any institutional or engineering controls that were used to achieve a remediation standard (see Exhibit C).
- The land use covenant that was recorded for this site (see Exhibit D).

This Certificate of Completion is issued pursuant to W.Va. Code §22-22-13 to Poor Charlie & Company, Inc. in recognition of the completion of the work required under the Agreement.

Pursuant to W.Va. Code §§22-22-7(f), 22-22-13, 22-22-14, and 22-22-18, the Secretary of the West Virginia Department of Environmental Protection (hereinafter, "WVDEP"), in the name of and on behalf of the State of West Virginia, now covenants not to bring any civil, criminal, or administrative action or claim, resulting from or based upon the release or threatened release of contaminants that were the subject of the Voluntary Remediation Agreement. This covenant shall bar actions against Poor Charlie & Company, Inc., Poor Charlie & Company, Inc.'s successors and assigns, and those persons identified in W.Va. Code §22-22-18, from all public and private claims arising under Chapter 22 of the West Virginia Code or rules adopted thereunder in connection with the release or threatened release that was the subject of the Voluntary Remediation Agreement. This covenant shall not apply to Poor Charlie & Company, Inc.'s predecessors in title.

#### CONDITIONS

This certificate and the covenant it contains are subject to the terms and conditions set forth below:

1. The following conditions, contained in W.Va. Code §22-22-15, which may cause the Voluntary Remediation Agreement to be reopened:
  - a) fraud was committed in demonstrating attainment of a standard at the site that resulted in avoiding the need for further remediation of the site;
  - b) new information confirms the existence of an area of previously unknown contamination which contains contaminants that have been shown to exceed the standards applied to the previous remediation at the site;
  - c) the level of risk is increased significantly beyond the established level of protection at the site due to substantial changes in exposure conditions, such as a change in land use, or new information is obtained about a contaminant associated with the site which revises exposure assumptions beyond the acceptable range. This condition applies only where the level of risk is increased by a factor of at least five or the hazard index exceeds 1, or 10 where multiple systemic toxicants do not affect the same organ;
  - d) the release occurred after the effective date of this Article on a site not used for industrial activity prior to the effective date of this Article; the remedy relied, in whole or in part, upon institutional or engineering controls instead of treatment or

removal of contamination; and treatment, removal, or destruction has become technically and economically practicable; or

- e) the remediation method failed to meet the remediation standard or combination of standards.

For purposes of this paragraph, "new information" means any information obtained directly or indirectly by the Department from any person after issuance of a Certificate of Completion, but does not include information the Department has received in the application for participation in the Voluntary Remediation Program, including any site assessment, or other information available to the Department under the Voluntary Remediation Program prior to the execution of the Certificate of Completion.

Information that does not qualify as new information may be considered by the Secretary along with new information if necessary, to determine whether any of the conditions for reopening set out in Section 16 of the Voluntary Remediation and Redevelopment Rule have occurred.

Where one of the foregoing conditions is found to exist for a portion but not all of the site, this certificate and covenant shall continue to apply to all portions of the site that were unaffected by the occurrence of that condition.

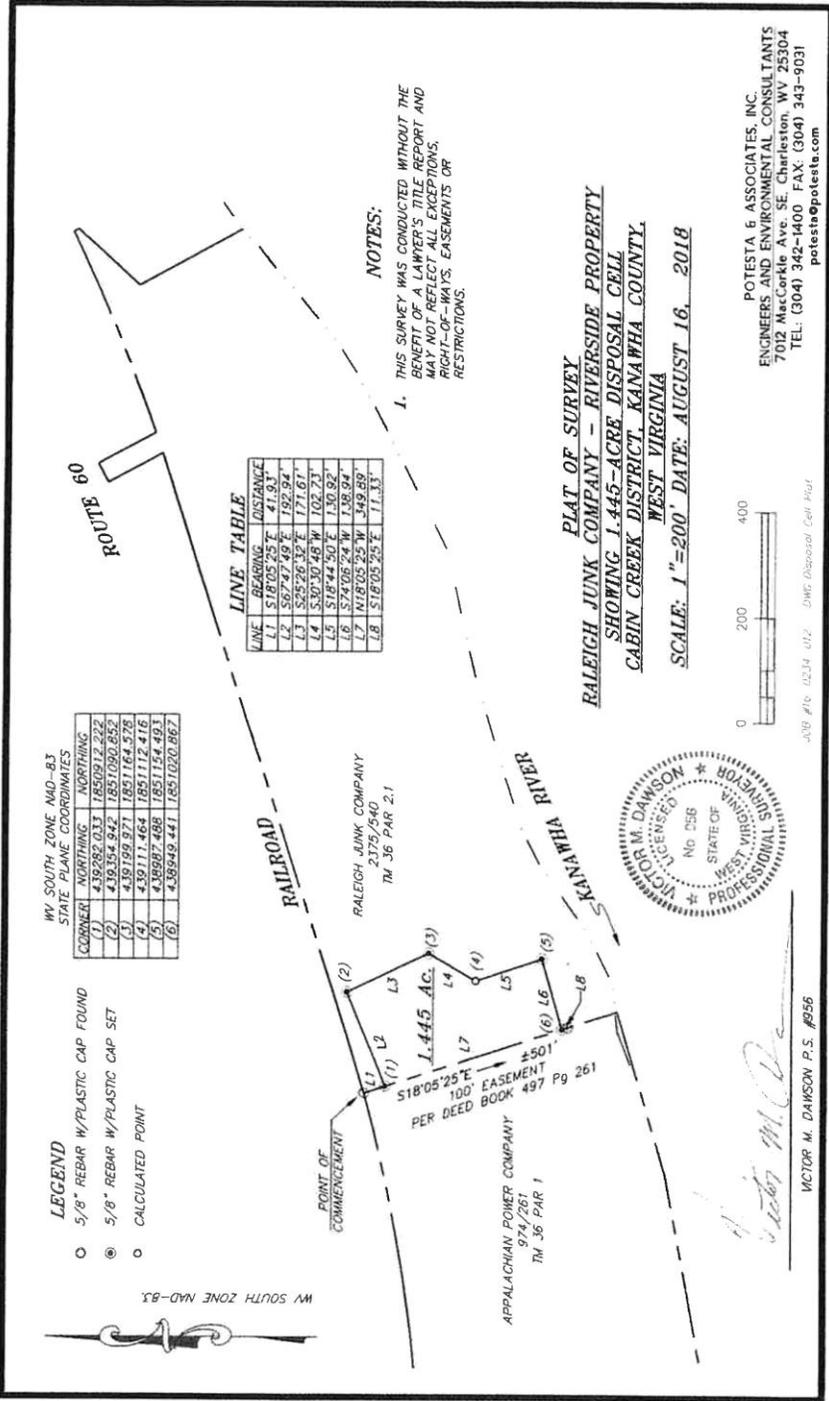
2. To the extent that the Agreement or any of the documents referenced in this certificate impose obligations that continue after the execution of this certificate, there shall be continued compliance with such obligations.
3. This certificate and covenant do not preclude the State of West Virginia from taking any unilateral action at the site, under any existing or future statutory authority, to protect human health and the environment; provided, however, in no event shall the State have a right of recovery against Poor Charlie & Company, Inc. or any other person to whom the covenant herein applies to the extent that such right of recovery arises under Chapter 22 of the West Virginia Code, and relates to matters covered by the Agreement.

4. This certificate and covenant do not preclude the State from seeking recovery of such sums as the Poor Charlie & Company, Inc. has agreed to pay the WVDEP under the Agreement.

**WHEREFORE**, the Secretary of the Department of Environmental Protection, on behalf of the State of West Virginia, issues this certificate and covenant, with all aforementioned privileges, responsibilities, conditions, and reservations, this date of January 2, 2019 to Poor Charlie & Company, Inc.



Secretary, Department of Environmental Protection



**Exhibit B**  
**List of Contaminants**  
**Raleigh Junk – Riverside Yard**  
**Poor Charlie & Company, Inc., Applicant**  
**Glasgow, Cabin Creek District, Kanawha County, West Virginia**  
**VRP #03829**

The following is a list of contaminants for which the remediation standards specified in the Agreement have been met:

Contaminants in Excess of Groundwater Standards

- Arsenic

Contaminants in Surface Soil in Excess of Residential Standards

- Lead
- Polychlorinated Biphenyls

Contaminants in Surface Soil in Excess of Industrial Standards

- None

Contaminants in Subsurface Soil in Excess of Residential Standards

- Lead
- Mercury
- Polychlorinated Biphenyls

Contaminants in Subsurface Soil in Excess of Industrial Standards

- None

Contaminants in the Disposal Cell in Excess of Residential Standards

- Arsenic
- Lead
- Mercury
- Polychlorinated Biphenyls
- Benzo(a)anthracene
- Benzo(a)pyrene
- Benzo(b)fluoranthene

Contaminants in Subsurface Soil in Excess of Industrial Standards

- Lead
- Mercury
- Polychlorinated Biphenyls

**Exhibit C**  
**Engineering and Institutional Controls**  
**Raleigh Junk – Riverside Yard**  
**Poor Charlie & Company, Inc.**  
**Glasgow, Cabin Creek District, Kanawha County, West Virginia**  
**VRP #03829**

Engineering controls have been used to remediate the Riverside Yard and will be maintained through institutional controls. The engineering controls consisted of the excavation, relocation, and capping of surface soil from designated areas into a disposal cell located on the western portion of the property and are further described as follows:

***DISPOSAL CELL AS-BUILT DESIGN****Error! Bookmark not defined.*

*Soil contaminated by PCBs and lead was placed in the on-site disposal cell and covered by an engineered cap to complete the project. The engineered cap was constructed by placing a 40-mil textured, HDPE geomembrane, covered by a 10-ounce per square yard non-woven geotextile fabric, topped with a layer of clean soil over the impacted material. The inclusion of the HDPE geomembrane resulted in a cap meeting the permeability requirements of federal regulations in 40 CFR §761.75. A drawing illustrating the boundaries of the disposal cell is included with the Certificate of Completion.*

*A Land Use Covenant was recorded citing the deed for the property requiring continuing maintenance of the cap. There will be annual inspection and reporting requirements for the cap and other use restrictions required by the West Virginia Department of Environmental Protection as part of the Voluntary Remediation and Redevelopment Rule.*

***Cell Size***

*An estimated 25,000 cubic yards of contaminated soil was placed in the disposal cell. The final cell design resulted in an earthen mound along the western property boundary approximately 15 feet in height with sloping sides.*

***Disposal Cell As-Built Design***

*The following describes the as-built design for the engineered cap over the disposal cell. The layers of the cap are presented from the bottom up, beginning with the layer directly over the contaminated material.*

***Intermediate Soil Fill***

*An intermediate soil fill layer consisting of clean soil from the disposal cell excavation was placed directly over the contaminated soil to a thickness of 6 inches.*

**40-Mil Textured HDPE Geomembrane**

*A geomembrane consisting of 40-mil textured HDPE was placed over the intermediate soil fill. Seams in the geomembrane were fusion bonded and tested for integrity. The geomembrane is designed to act as a hydraulic barrier layer.*

**Geotextile Cushion/Drainage Layer**

*A 10-ounce per square yard nonwoven geotextile layer was placed as a cushion/drainage layer over the 40-mil textured HDPE geomembrane.*

**Final Soil Cover**

*This layer consisted of an 18-inch vegetative soil cover of clean soil material. The soil was seeded and mulched to establish vegetation to provide stability and inhibit erosion.*

Poor Charlie & Company, Inc. recorded a Land Use Covenant citing the property deed as an institutional control that will be transferred with the property and be binding on current and future owners of the site that consists of the following:

*The following activities on and uses of the above described property may result in excessive human exposure or in the release of a contaminant that was contained as part of the remedial action related to this covenant. Therefore, the following activities on and uses of the real property are prohibited for all of Tax Parcels 2.1, 3, and 9:*

- 1. Use for residential purposes, as defined by W. Va. Code § 22-22-2(bb), including, but not limited to, schools, day care centers, nursing homes, or other residential-style facilities or recreational areas.*
- 2. Use or extraction of groundwater for any purpose, except for groundwater monitoring and/or remediation.*
- 3. Any activity that may interfere with the groundwater monitoring well network.*

*In addition to the use restrictions presented in Items 1, 2, and 3, the following activities on and uses of the real property are prohibited as described above for the 1.445-acre disposal cell illustrated in Exhibit A:*

- 4. Excavation, drilling, or penetration of the ground surface unless the following requirements are met:*
  - a. The activity is conducted by persons qualified and knowledgeable about releases and exposures to contaminants known to exist at the site.*

- b. The work is performed in accordance with applicable health and safety laws and regulations and a Soil Management Plan developed by a West Virginia Licensed Remediation Specialist or similarly qualified individual.*
- c. The disturbed area is restored in a manner which assures that an equivalent amount of exposure control is achieved at the conclusion of the work.*
- d. The owner of the real property provides written notice to the West Virginia Department of Environmental Protection (WVDEP) of the intent to conduct such work no less than five (5) days prior to beginning unless a waiver is granted by the WVDEP.*
- e. At the request of the WVDEP, the owner of the real property provides written evidence (including laboratory analytical data) showing the affected area continues to meet the remediation standard following completion of the work.*

**EXHIBIT D**

**LAND USE COVENANT**

This is an environmental covenant executed pursuant to the Voluntary Remediation and Redevelopment Act, W. Va. Code § 22-22, and the Uniform Environmental Covenants Act, W. Va. Code § 22-22B, to restrict the activities on, and uses of, the following described property:

Street Address: 7090 East DuPont Avenue  
City: Glasgow  
County: Kanawha County  
Tax District: Cabin Creek  
Tax Map: 136  
Tax Parcel: 2.1, 3, and 9  
Deed Book: 2375  
Page No.: 540  
Acres: 17.02

DEED 3017 169  
Recorded In Above Book and Page  
11/27/2018 02:59:46 PM  
Vera J. McCormick  
County Clerk  
Kanawha County, WV  
Deed Tax 0.00  
Recording Fee 18.00  
TOTAL 18.00

A map is attached as Exhibit A, which outlines the entire subject property and specifically illustrates the 1.445-acre disposal cell for which additional activity and use limitations apply, beyond those which are applicable to the entire property described above.

**FOLLOWING IS A METES AND BOUNDS DESCRIPTION OF THE  
1.445-ACRE RIVERSIDE DISPOSAL CELL.**

A tract of land, situate on the waters of the Kanawha River, Cabin Creek District, Kanawha County, West Virginia, more particularly described as follows:

Commencing at a 5/8-inch rebar with plastic cap found on the southern side of the railroad, at the common division corner between Appalachian Power Company, recorded in Deed Book 974 at page 261, and Raleigh Junk Company, recorded in deed Book 2375 at page 540, thence leaving said railroad and running with the line of said Appalachian Power,

S18°05'25"E, 41.93 feet to a 5/8-inch rebar with plastic cap set, said rebar being the POINT OF BEGINNING for the 1.445-acre tract herein described, thence leaving said Appalachian Power and running through and across the property of said Raleigh Junk Company, from which this conveyance is a part of

S67°47'49"E, 192.94 feet to a 5/8-inch rebar with plastic cap set, thence

S25°26'32"E, 171.61 feet to a 5/8-inch rebar with plastic cap set, thence

S30°30'48"W, 102.73 feet to a point, thence

S18°44'50"E, 130.92 feet to a 5/8-inch rebar with plastic cap set, thence

S74°06'24"W, 138.94 feet to a 5/8-inch rebar with plastic cap set in the common division line to said Appalachian Power, from which a 5/8-inch rebar found bears S18°05'25"E at 11.33 feet, thence running with said common division line.

N18°05'25"E, 349.89 feet to the POINT OF BEGINNING, containing 1.445 acres more or less as shown on a Plat of Survey by Potesta & Associates, Inc. entitled "PLAT OF SURVEY SHOWING THE 1.445-ACRE RIVERSIDE DISPOSAL CELL, CABIN CREEK DISTRICT, KANAWHA COUNTY, WEST VIRGINIA. SCALE: 1"=200', DATE: AUGUST 16, 2018", said plat is attached hereto and made a part of this description.

The subject property has been remediated in accordance with the Voluntary Remediation and Redevelopment Act, W. Va. Code § 22-22. Non-residential exposure assumptions were used to comply with the site-specific remediation standard. Contaminants of concern that exceed de minimis residential standards by media are as follows:

Groundwater: Arsenic  
Soil: Arsenic, Lead, Mercury, Benzo(a)anthracene, Benzo(a)pyrene,  
Benzo(b)fluoranthene, Indeno(1,2,3-cd)pyrene, Polychlorinated Biphenyls (PCBs)

The following activities on and uses of the above described property may result in excessive human exposure or in the release of a contaminant that was contained as part of the remedial action related to this covenant. Therefore, the following activities on and uses of the real property are prohibited for all of Tax Parcels 2, 1, 3, and 9:

1. Use for residential purposes, as defined by W. Va. Code § 22-22-2(bb), including, but not limited to, schools, day care centers, nursing homes, or other residential-style facilities or recreational areas.
2. Use or extraction of groundwater for any purpose, except for groundwater monitoring and/or remediation.
3. Any activity that may interfere with the groundwater monitoring well network.

In addition to the use restrictions presented in Items 1, 2, and 3, the following activities on and uses of the real property are prohibited as described above for the 1.445-acre disposal cell illustrated in Exhibit A:

4. Excavation, drilling, or penetration of the ground surface unless the following requirements are met:
  - a. The activity is conducted by persons qualified and knowledgeable about releases and exposures to contaminants known to exist at the site.

Applicant: Poor Charlie & Company, Inc.  
VRP Project No. 03829

- b. The work is performed in accordance with applicable health and safety laws and regulations and a Soil Management Plan developed by a West Virginia Licensed Remediation Specialist or similarly qualified individual.
- c. The disturbed area is restored in a manner which assures that an equivalent amount of exposure control is achieved at the conclusion of the work.
- d. The owner of the real property provides written notice to the West Virginia Department of Environmental Protection (WVDEP) of the intent to conduct such work no less than five (5) days prior to beginning unless a waiver is granted by the WVDEP.
- e. At the request of the WVDEP, the owner of the real property provides written evidence (including laboratory analytical data) showing the affected area continues to meet the remediation standard following completion of the work.

The following engineering control has been installed at the property as a part of the remedy and is necessary to attain the designated remediation standard and shall be operated and maintained as necessary to protect its/their functional integrity:

Engineering Control 1: Engineered cap over the 1.445-acre disposal cell depicted on Exhibit A.

As of the date of this Land Use Covenant, the current owner of record of the property, and associated contact information is:

Poor Charlie & Company, Inc., as successor in interest to Raleigh Junk Company  
Attn: Ann R. Starcher  
P. O. Box 886  
Charleston, West Virginia 25323

The term "owner" as used herein means the owner of record of the property, as the case may be. Any person, including a person that owns an interest in the real property, the state or federal agency determining or approving the environmental response project pursuant to which an environmental covenant is created, or a municipality or other unit of local government may be a holder of an environmental covenant. The following are all holders of this covenant:

Poor Charlie & Company, Inc.  
Attn: Ann R. Starcher, its President  
P. O. Box 886  
Charleston, West Virginia 25323

West Virginia Department of Environmental Protection  
Attn: Robert Rice, Director, Division of Land Restoration  
601 57<sup>th</sup> Street, S.E.  
Charleston, West Virginia 25304

The owner(s) of the property shall provide written notice to the WVDEP within ten (10) days following transfer of a specified interest in the property subject to this covenant, changes in use of the property, or applications for building permits or proposals for any site work affecting the contamination on the property. Any notice regarding transfer of a specified interest in the property subject to this covenant shall include the name, address, and contact information for the new owner.

The owner shall conduct inspections of the property in accordance with the Land Use Covenant Inspection Form provided as Exhibit B to monitor compliance with this Land Use Covenant at least once per year and shall submit the signed form to the WVDEP headquarters within thirty (30) days of the inspection.

This covenant relieves the applicant and subsequent successors and assigns from all civil liability to the State as provided under W. Va. Code § 22-22 and shall remain in effect so long as the property complies with the applicable standards in effect at the time this covenant was issued.

This covenant shall not be amended, modified, or terminated except by written instrument executed in accordance with W. Va. Code § 22-22B-10, by and between the owner at the time of the proposed amendment, modification, or termination; the WVDEP; and the holders of this covenant. Within five (5) days of executing an amendment, modification, or termination of this Land Use Covenant, the owner shall record such amendment, modification, or termination with the Clerk of the County Commission, and within five (5) days thereafter, the owner shall provide a true copy of the recorded amendment, modification, or termination to the WVDEP.

The administrative record for the environmental response project reflected in this covenant is maintained at the WVDEP headquarters, and is entitled:

Raleigh Junk – Riverside Yard, VRP #03829

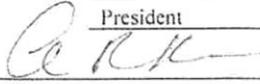
The WVDEP is granted full right of access to the property for the purpose of implementation or enforcement of this covenant.

All restrictions and other requirements described in this covenant shall run with the land and shall be binding upon all holders and their grantees, lessees, authorized agents, employees, or persons acting under their direction or control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

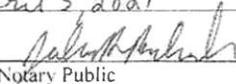
IN WITNESS WHEREOF, the following holders have executed this covenant on the dates indicated.

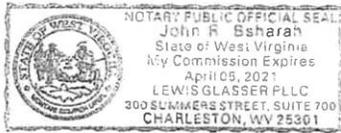
  
**Poor Charlie & Company, Inc.**

Printed Name: Ann R. Starcher  
Title: President  
 11/15/18  
Signature Date

I, John R. Bsharah, a Notary Public in and for the County of Kanawha, State of West Virginia, do hereby certify that the holder(s) whose name is signed above, this day executed this document in my presence or this day acknowledged same to be true act and deed of said holder(s).

Given under my hand this the 15<sup>th</sup> day of November, 2018.  
My commission expires April 5, 2021

  
Notary Public



**West Virginia Department of Environmental Protection**

Printed Name: Robert Rice  
Title: Director, Division of Land Restoration

[Signature] 11-20-18  
Signature Date

I, Jessica A. Henson, a Notary Public in and for the County of Kanawha, State of West Virginia, do hereby certify that the holder(s) whose name is signed above, this day executed this document in my presence or this day acknowledged same to be true act and deed of said holder(s).

Given under my hand this the 20<sup>th</sup> day of November, 2018.  
My commission expires April 7, 2020

Jessica A. Henson  
Notary Public



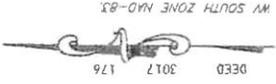
The Clerk will return the recorded document to:

[Handwritten mark] Office of Environmental Remediation  
West Virginia Department of Environmental Protection  
601 57<sup>th</sup> Street, SE  
Charleston, West Virginia 25304

# EXHIBIT A

This instrument was presented to the Clerk of the County  
Commission of Kanawha County, West Virginia, on *NOV 27 2018*  
and the same is admitted to record.

Teste: *Dana L. McCombs* Clerk  
Kanawha County Commission



**LEGEND**  
 ○ 5/8" REBAR W/PLASTIC CAP FOUND  
 ⊙ 5/8" REBAR W/PLASTIC CAP SET  
 ○ CALCULATED POINT

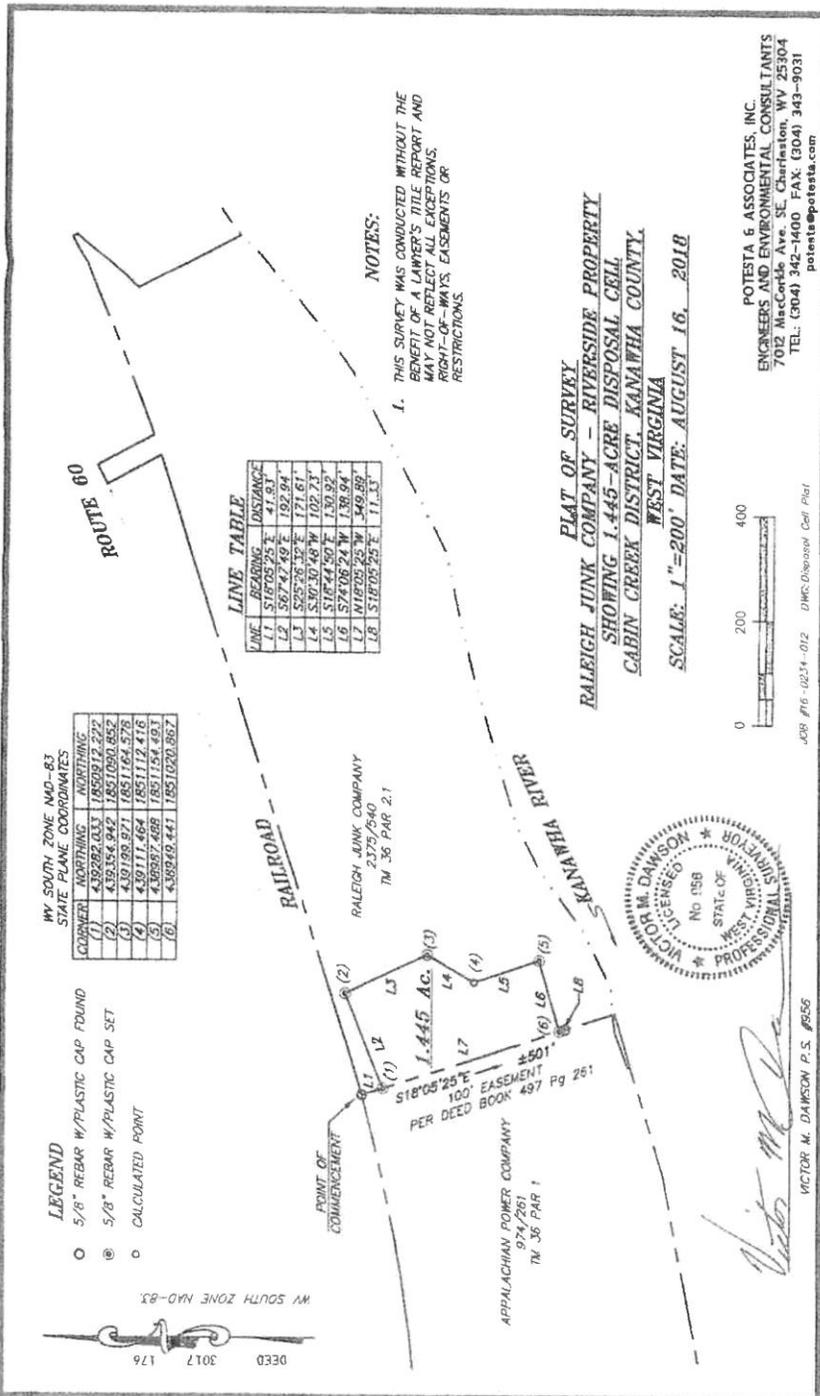
WV SOUTH ZONE NAD-83  
STATE PLANE COORDINATES

CORNER	NORTHING	EASTING
(1)	4382282.033	1850912.222
(2)	4393354.942	1851090.652
(3)	439199.971	1851164.575
(4)	439111.464	1851112.476
(5)	439997.488	1851154.493
(6)	438928.443	1851020.857

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S18°05'25"E	41.83
L2	S67°47'49"E	192.94
L3	S25°28'32"E	171.61
L4	S30°30'48"W	102.73
L5	S16°44'50"E	130.92
L6	S78°06'24"W	138.94
L7	S18°05'25"E	49.89
L8	S18°05'25"E	171.35

**NOTES:**  
 1. THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A LAWYER'S TITLE REPORT AND MAY NOT REFLECT ALL EXCEPTIONS, RIGHT-OF-WAYS, EASEMENTS OR RESTRICTIONS.



**PLAT OF SURVEY**  
**RALEIGH JUNK COMPANY - RIVERSIDE PROPERTY**  
**SHOWING 1.445-ACRE DISPOSAL CELL**  
**CABIN CREEK DISTRICT, KANAWHA COUNTY,**  
**WEST VIRGINIA**  
**SCALE: 1"=200' DATE: AUGUST 16, 2018**



VICTOR M. DAWSON P.S. #956  
 9/24/201  
 TM 36 PAR 1



POTESTA & ASSOCIATES, INC.  
 ENGINEERS AND ENVIRONMENTAL CONSULTANTS  
 7012 MacCordle Ave. SE, Charleston, WV 25304  
 TEL: (304) 342-1400 FAX: (304) 343-9031  
 potesta@potesta.com

# EXHIBIT B



# Land Use Covenants

West Virginia Department of Environmental Protection  
Office of Environmental Remediation

## LAND USE COVENANT INSPECTION FORM

<b>Inspection Date</b>	
<b>Site Information</b>	
Site ID Number:	VRP-03829
Site Name:	Raleigh Junk - Riverside
Street Address:	
City, State, ZIP:	Glasgow, WV 25086
County:	Kanawha
Site Status:	Abandoned <input type="checkbox"/> Active <input type="checkbox"/>
If active, describe current operations:	
<b>Person Conducting Inspection</b>	
Name:	
Relationship to Property:	
Mailing Address:	
Phone:	Email:
<b>Current Property Owner</b> (If multiple owners, provide list as attachment.)	
Owner:	
Contact Name:	
Mailing Address:	
Phone:	Email:
<b>Ownership Transfers</b>	
Property Owner on Recorded LUC:	
Has ownership transfer occurred? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, attach notification of ownership transfer.	

### Activity and Use Limitations (AULs)

Common AULs	Applicable? (Yes/No)	In Compliance? (Yes/No)	If not in compliance, describe non-compliance:
Residential Use	Yes		
Groundwater Use	Yes		
Excavation/Drilling	Yes		
Monitoring Well Network	Yes		
Other (Describe):			
Other (Describe):			

**Engineering Controls**

Common Engineering Controls	Applicable? (Yes/No)	In Compliance? (Yes/No)	If not in compliance, describe non-compliance:
Soil Cover	Yes		
Pavement (Asphalt/Concrete)			
Low Permeability Cap	Yes		
Vapor Barrier/Venting System			
Groundwater Pumping/Remediation			
Other (Describe):			
Other (Describe):			

**Notes, Comments or Concerns:**

<b>Inspector Signature:</b>	<b>Date:</b>
-----------------------------	--------------

Return signed and completed form to:  
 West Virginia Department of Environmental Protection  
 Office of Environmental Remediation  
 Attn.: LUC Inspections  
 601 57<sup>th</sup> Street SE  
 Charleston, WV 25304

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

NOV 27 2018  
 Teste: *[Signature]* Clerk  
 Kanawha County Commission

## KANAWHA RIVER RAILROAD - RAIL SWITCH ACTIVE



March 4, 2022

Jay Goldman, President  
Goldman Associates, Inc.  
1014 Bridge Road  
Charleston, WV 25314

**RE: Poor Charlie & Company Property- 7090 East Dupont Avenue, Glasgow, WV 25086**

Dear Jay,

This letter is to confirm that the 17+ acre parcel identified at 7090 East Dupont Avenue in Glasgow, WV 25086 is capable of being rail served by the Kanawha River Railroad ("KNWA"). The main line rail switch leading into the private industrial track is still in service and with minimal improvements and inspections can be placed into active service.

Please feel free to share my contact information with any interested party seeking additional information about freight rail services in the area.

Regards,



Chase Gunnoe  
Marketing & Sales Manager - BLU  
304.553.9409  
[chase.gunnoe@watco.com](mailto:chase.gunnoe@watco.com)

---

Kanawha River Railroad

1100 Dairy Lane • Belle, WV 25015 • Phone: 681-587-1431

## **MANNER OF SALE**

The property will be offered at public auction to be held on Tuesday, April 12, 2022 at 11:05 am. The auction will be held onsite at 7090 East Dupont Avenue, Glasgow, Kanawha County, West Virginia 25086. **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, May 12, 2022. 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 one percent (1%) referral fee will be paid by the Sellers 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 "7090 East Dupont Avenue Auction" and it must be faxed no later than Friday, April 8, 2022 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, April 8, 2022 **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, April 12, 2022 Auction of the property referred to as “7090 East Dupont Avenue, Glasgow, 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 one percent (1%) of the Final Bid Price from the Sellers 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 Sellers 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 Sellers and/or Auctioneer, Auctioneer and Sellers 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 Sellers, 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, APRIL 8, 2022.**

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, April 8, 2022.

**ABSENTEE BID FORM**

I/we \_\_\_\_\_ hereby submit a bid of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the property located at 7090 East Dupont Avenue, Glasgow, Kanawha County, West Virginia 25086, to be auctioned by Goldman Associates, Inc., on Tuesday, April 12, 2022 at 11:05 am.

Goldman Associates, Inc. is hereby authorized to place bids on my/our behalf to the previously stated 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 \_\_\_\_ of April, 2022, by and between the following parties: Poor Charlie and Company, a West Virginia Corporation and the Successor to Raleigh Junk Company, a West Virginia Corporation, as Seller 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 April 12, 2022, 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 7090 East Dupont Avenue, Glasgow, Kanawha County, West Virginia 25086, as described in Deed Book 2375 at Page 540 recorded in the Kanawha County Clerk's Office. The property is identified in the Kanawha County Assessor's Office in the Cabin Creek Tax District on Map 36 as Parcels 2.1 and 3, and on Map 36A as Parcel 19. 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 including the Buyer's Premium, 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, May 12, 2022, 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 Buyer'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 2021 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;

(c) All easements, restrictions, covenants, and agreements of record as of April 12, 2022; and

2. Condition of the Property - Buyer expressly understands and agrees that the property is sold "AS-IS". The property is sold "AS-IS", and Seller makes no warranties or representations as to the physical condition of the property or the improvements thereon or its location. Buyers accept the property in its present condition, with all defects whether known or unknown and whether disclosed or not disclosed by Seller and Broker/Auctioneer to Buyers. Seller and or Broker/Auctioneer shall have no liability whatsoever for any matter related to the condition of the property or any defects thereon from and after Closing, and Buyers shall have sole liability and responsibility thereon.

2.1 Representations of Buyer - Buyer hereby represents, warrants and covenants, as of this Contract and as of the Closing Date that:

2.1.1 Buyer has been urged, invited and directed to conduct due diligence review and analysis of (i) the Property, documentation related to the property, and such other related information, each of which has been made available for review, together with (ii) such records as are generally available to the public from local, county, state and federal authorities, record keeping offices and courts, as the Buyer deemed necessary, proper or appropriate in order to make a complete informed decision with respect to the purchase and acquisition of the Property.

- 2.1.2 Buyer is a sophisticated Buyer, has knowledge and experience in financial and business matters that enable it to evaluate the merits and risks of the transaction contemplated by this Contract.
- 2.1.3 Buyer's decision to purchase the Property pursuant to this Contract is based solely upon Buyer's own independent evaluation of information deemed relevant to Buyer. Buyer has made an independent investigation as Buyer deems necessary as to the Property and as to all other facts that Buyer deems material to Buyer's purchase. Buyer enters into this Contract solely on the basis of that investigation and Buyer's own judgment and the representations set forth herein, the warranties set forth herein, and the other information set forth here.
- 2.1.4 Buyer has had sufficient time to inspect and evaluate the Property. Buyer acknowledges that no agent, representative, or independent contractor of Seller was, is or has been authorized to make any representations or warranties related to the Property, and Buyer has not relied and will not rely upon, any statements other than those specifically contained in this Contract. Buyer has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or its representatives or agents with respect to the Property and agrees that no such representations or warranties have been made.

- 2.1.5 Seller has not represented, warranted or insured the accuracy or completeness of any information provided relative to the Property, or its source of information.
- 2.1.6 Seller and its representatives and agents have not made and are not now making, and Seller specifically disclaims, all warranties, representations or guarantees of any kind or character, expressed or implied, oral or written, past, present or future, with respect to the Property.
- 2.1.7 After the Closing Date, Buyer assumes all risk associated with the Property and the risk of all adverse matters related to the Property.
- 2.2 Representations of Seller - No warranties or representations, express or implied, have been made by Seller, or by anyone acting on its behalf, to Buyer. Without in any way limiting the generality of the foregoing, Seller specifically disclaims, all warranties, representations or guarantees of any kind or character, expressed or implied, oral or written, past, present or future, with respect to the Property or any documents or information related to the Property. Seller makes no warranties or representations regarding the marketability, title, condition, size, acreage, description, or value of any real property described in or associated with the Property.
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:

**POOR CHARLIE AND COMPANY**

\_\_\_\_\_

By: \_\_\_\_\_  
Ann R. Starcher  
Its: President

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April,  
2022, by \_\_\_\_\_.

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

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

[SEAL]

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April,  
2022, by \_\_\_\_\_.

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

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

[SEAL]

# NOTICE OF AGENCY RELATIONSHIP

## **NOTICE OF AGENCY RELATIONSHIP**

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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 <u>Poor Charlie &amp; Company</u>	Date	Buyer	Date
By: <u>Ann R. Starcher, President</u>			
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](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)