WEST VIRGINIA:

At a regular meeting of the Raleigh County Commission held on the 17th day of March, 2020 in the Commission Courtroom thereof:

CALL TO ORDER

Acting President Hedrick called the meeting to Order.

-0-

ROLL CALL

Present: David Tolliver, President - absent
Linda K. Epling, Commissioner
Ron Hedrick, Acting President
Carl Roop, County Attorney
Jeff Miller, County Administrator
Billy Michael, Assistant County Administrator

-0-

INVOCATION AND PLEDGE OF ALLEGIANCE

Meeting was opened with the invocation by Doc Adkins of First Baptist Church and the recitation of the Pledge of Allegiance.

-0-

NEW BUSINESS

A motion was made by Commissioner Epling to approve the State of Emergency Proclamation presented by the Raleigh County Emergency Services Authority regarding the Coronavirus. Seconded by Commissioner Hedrick and motion carried.
(SEE EXHIBIT A)

-0-

EXONERATIONS

Commissioner Epling made a motion to approve 7 exonerations, 3 cancellations and 4 refunds for personal property; and 0 exonerations, 0 cancellations and 0 letters of correction for real property as presented today. Motion was seconded by Commissioner Hedrick and motion carried unanimously.

-0-

BUDGET REVISIONS

A motion was made by Commissioner Epling to approve the Law Enforcement Budget Revision of Sheriff VanMeter in the amount of $11,208.36. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT B)

-0-

APPROVAL OF 2020-2021 BUDGET

Commissioner Epling moved to approve the Levy Estimate for the Fiscal Year 2020-2021. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT C)

-0-

NEW EMPLOYEE – RALEIGH COUNTY ASSESSOR'S OFFICE – PETER SILOSKY - DEPUTY ASSESSOR

A motion was made by Commissioner Epling to approve the hiring of Peter Silosky to fill a position as Deputy Assessor. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT D)

-0-

REQUEST BY COUNTY CLERK FOR APPROVAL OF PAY INCREASE FOR ELECTION OFFICIALS/ POLL WORKERS

A motion was made by Commissioner Epling to approve the $50.00 increase for all election officials for the May 2020 Primary and all subsequent elections. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT E)

-0-

APPROVAL OF REGION ONE PLANNING & DEVELOPMENT COUNCIL ANNUAL PRIORITY LIST

Commissioner Epling moved to approve the Annual Prioritization of Projects of the Region I Planning Development Council. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT F)

-0-

RALEIGH COUNTY COMMUNITY CORRECTIONS MONTHLY GRANT REPORT

A motion was made by Commissioner Epling to approve the Drawdown for February 2020 in the amount of $36,250.00. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT G)

-0-

RALEIGH COUNTY COMMUNITY CORRECTIONS FY2021 GRANT REQUEST

Commissioner Epling moved to approve the request for State funds in the amount of $181,087.08. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT H)

-0-

APPROVAL OF 2020 WVU EXTENSION SERVICE MEMORANDUM OF AGREEMENT ($20,000)

A motion was made by Commissioner Epling to approve the Annual Memorandum of Agreement with West Virginia University Cooperative Extension Service in the amount of $20,000.00. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT I)

-0-

CLEAR FORK RAIL TRAIL PROJECT

PURCHASE SALE AGREEMENT WITH CSX TRANSPORTATION

A motion was made by Commissioner Epling to approve the Purchase Sale Agreement with CSX Transportation for the Clear Fork Rail Trail in the amount of $255,000.00. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT J)

VOLUNTARY REMEDIATION PROGRAM (VRP) SERVICES AGREEMENT

Commissioner Epling moved to approve the Voluntary Remediation Program Services Agreement with The Thrasher Group Inc. Seconded by Commissioner Hedrick and motion carried. (SEE EXHIBIT K)

-0-

OLD BUSINESS

None

-0-

PUBLIC PARTICIPATION

None

-0-

APPROVAL OF MINUTES

Commissioner Epling moved to approve the February 18, 2020 and March 3, 2020 minutes of this Commission. Seconded by Commissioner Hedrick and motion carried.

-0-

VACATION ORDERS

Commissioner Epling moved to approve the Vacation Orders from March 3, 2020 to March 16, 2020, inclusive. Seconded by Commissioner Hedrick and motion carried unanimously. (SEE EXHIBIT L)

-0-

FINAL ACCOUNTINGS AND WAIVERS OF FINAL SETTLEMENT

The following Final Accountings and Waivers of Final Settlement of the County Clerk (SEE EXHIBIT M) and Final Accountings and Waivers of Final Settlement of the Fiduciary Supervisor (SEE EXHIBIT N) were read into the minutes and approved.

-0-

ADJOURNMENT

Commissioner Epling moved to adjourn this meeting until the next Commission Meeting on April 7, 2020 at 10:00 a.m. Seconded by Commissioner Hedrick and motion carried.

s/s_____
David Tolliver
President

-000-

911 CENTER

Raleigh County Emergency Services Authority

162 Industrial Park Road, Beaver, WV 25813

John S. Zilinski
Director

Administration
304-255-0911

raleigh911@suddenlinkmail.com
www.raleigh911.org

Addressing/Alarms
304-255-0970

Fax Line
304-255-9117

PROCLAMATION

WHEREAS, Beginning on **Tuesday, March 17, 2020 at 08:00** hours and proceeding the State of West Virginia's Declaration of Emergency issued on Monday, March 16. 2020 due to the Coronavirus Outbreak, otherwise known as COVID-19 and;

WHEREAS, This event poses a great threat to the health, safety, welfare, and property of the citizens of Raleigh County, West Virginia and;

WHEREAS, The Raleigh County Emergency Operations Center will fully support the efforts of all Medical Healthcare Facilities including but, not limited to the: Beckley-Raleigh County Board of Public Health, Hospitals, Emergency Response Agencies, including: Fire, EMS, and Law Enforcement Organizations and other Medical Facilities.

THEREFORE, Be it resolved that I, **Ron Hedrick**, County Commissioner, under the authority vested in me by the Constitution and laws of the State and the Governor of West Virginia, and in recognition of the gravity of the situation, do hereby find and declare a State of Emergency to exist in Raleigh County.

The State of Emergency shall exist for the duration of the prevention, response and recovery period of the above incident or as otherwise needed.

THEREFORE, Set forth by my hand this 17th day of **March**, in the year of the Lord, Two **Thousand Twenty** in the Office of the Raleigh County Commission.

Ron Hedrick,
Raleigh County Commission, Commissioner

Sheriff - Treasurer of Raleigh County
Raleigh County Courthouse
215 Main Street
Beckley, West Virginia 25801

Telephone: 304-255-9195
Fax: 304-255-9307

SCOTT VAN METER

TO: Jeff Miller, County Administrator

FROM: Sheriff Scott Van Meter SVM

DATE: March 16, 2020

RE: Law Enforcement Budget Revision

I have attached a list of monies receipted for reimbursement in the amount of $11,208.36 for services provided by our office and request the Law Enforcement Budget for FY 2019-2020 to be funded as follows:

01-700-41	Materials & Supplies	$ 8,571.41
01-700-53	Computer Software	$ 2,636.95

Thank you for your assistance in this matter.

Approved By: _____ Commissioner

_____ Commissioner

_____ Commissioner

SVM:ab
cc: R. Tolliver

RALEIGH COUNTY SHERIFF'S OFFICE

FISCAL YEAR 2019/2020

Supplement Vendor / Receipt List

VENDOR	AMOUNT	DESCRIPTION
Law Enforcement	$ 7,435.00	Employee purchased guns
Schools	$ 3,773.36	Ballgame Security
	$ 11,208.36	**(Total Receipted Reimbursements)**

Raleigh County Commission Levy Estimate (Budget)
2020 - 2021 Fiscal Year

STATE OF WEST VIRGINIA
County of: Raleigh, West Virginia

In accordance with WV Code §11-8-10, as amended, the Raleigh County Commission proceeded to make an estimate of the amounts necessary to be raised by a levy of taxes for the current year, and doth determine and estimate the several amounts to be as follows:

General Fund		**Estimated Revenues**
Fund Balance	$	3,024,700
Property Taxes Current year		13,315,881
Prior Year Taxes		5,000
Tax Penalties, Interest & Publication Fees		250,000
Property Transfer Tax		300,000
Gas and Oil Severance Tax		115,000
Wine & Liquor Tax		100,000
Hotel Occupancy Tax		1,100,000
Payment in Lieu of Taxes		20,000
Building Permits		100,000
Miscellaneous Permits		1,000
Sheriff's Service of Process		50,000
Sheriff's Earnings		18,000
County Clerk's Earnings		254,706
Circuit Clerk's Earnings		75,000
Prosecuting Attorney's Earnings		2,000
Accident Reports		9,000
Motor Vehicle License Fee		10,000
Rents & Concessions		75,000
IRP Fees (Interstate Registration Plan)		100,000
Regional Jail Operations Partial Reimbursement		150,000
Interest Earned		50,000
Miscellaneous Revenue		300,000
Sheriff's Commission		15,000
General School Reimbursements		350,000
Payroll Reimbursements		600,000
Transfers Assessor's Valuation Fund		100,000
Total Estimated General Fund Revenues	$	20,490,287

Coal Severance Tax		**Estimated Revenues**
Assigned Fund Balance	$	998,030
Coal Severance Tax		900,000
Interest Earned on Investment		30,000
Total Coal Severance	$	1,928,030

Raleigh County Commission Levy Estimate (Budget)
2020 - 2021 Fiscal Year

ESTIMATED EXPENDITURES	General Fund	Coal Severance Tax Fund
GENERAL GOVERNMENT		
County Commission	$ 948,602	$ 100,000
County Clerk	1,032,760	-
Circuit Clerk	1,153,651	-
Sheriff - Treasurer	665,480	-
Prosecuting Attorney	1,414,878	-
Assessor	932,493	-
Assessor's Valuation Fund	100,000	-
Statewide Computer Network	78,808	-
Fiduciary Supervisor	127,070	-
Elections - County Clerk	411,254	-
Purchasing Department	102,500	-
Civil Service	5,000	-
Insurance Program (Self Insured)	170,000	-
Courthouse	1,325,368	200,000
Other Buildings	715,000	370,350
Data Processing	105,000	-
Regional Development Authority	30,623	30,623
Geographic Information Systems (GIS)	98,904	-
Rehabilitation of Property	145,402	-
Building Inspection	280,430	-
Transfers/Reimbursements	289,000	-
TOTAL GENERAL GOVERNMENT	10,132,223	822,922
PUBLIC SAFETY	-	-
Sheriff - Law Enforcement	4,710,941	-
Sheriff - Service of Process	128,733	-
Regional Jail	2,500,000	-
Home Confinement	183,591	-
Communication Center	-	36,000
Fire Coordinator	73,485	-
Ambulance Authority	-	40,000
Dog Warden/Humane Society	-	53,980
Central Garage	375,366	200,000
Flood Control	-	98,128
Community Based Corrections Program	594,913	-
TOTAL PUBLIC SAFETY	8,567,029	428,108
HEALTH AND SANITATION	-	-
Local Health Department	-	63,000
Mental Health	26,700	40,000
Other Health Programs	-	10,000
Water	-	490,000
Litter Control	113,816	-
TOTAL HEALTH & SANITATION	140,516	603,000

Raleigh County Commission Levy Estimate (Budget)
2020 - 2021 Fiscal Year

CULTURE AND RECREATION	-	-
Parks & Recreation	650,000	-
4 - H Camp	-	9,000
Fair Associations/Festivals	3,000	-
Visitor's Bureau	550,000	-
Library	420,000	-
TOTAL CULTURE & RECREATION	1,623,000	9,000
SOCIAL SERVICES	-	-
Social Services	-	20,000
Senior Citizens	-	15,000
Public Transit	27,519	30,000
TOTAL SOCIAL SERVICES	27,519	65,000
Total Expenditures	$ 20,490,287	$ 1,928,030

STATE OF WEST VIRGINIA
RALEIGH COUNTY, WEST VIRGINIA, WEST VIRGINIA

I, DANIEL W MOORE, CLERK OF THE COUNTY COMMISSION OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING ARE TRUE COPIES FROM THE RECORD OF ORDERS MADE AND ENTERED BY SAID COMMSSION ON THE 17th DAY OF MARCH 2020.

(Signature)

County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522

March 17, 2020

At a regular session of the Raleigh County Commission on the 17th day of March, 2020, Peter Silosky, was presented to the Commission by Linda Sumner, Assessor, to fill a position as Deputy Assessor within the Assessor's Office, for employment by Raleigh County.

David L. Tolliver, President

Linda K. Epling, Commissioner

Ronald R. Hedrick, Commissioner

Phone 304-255-9146 Fax 304-255-9166 ralcom@raleighcounty.com

County Commission of Raleigh County

116 ½ North Heber Street
Beckley, West Virginia 25801-4522

Date: March 17, 2020

Mr. Jason Roberts, Executive Director
Region I Planning and Development Council
1439 East Main Street, Suite 5
Princeton, WV 24740

RE: ANNUAL PRIORITIZATION OF PROJECTS

Dear Mr. Roberts:

This letter is to certify that the attached priority revisions for the Raleigh County Commission have been adopted by formal resolution by the elected governing body of Raleigh County on (date) March 17, 2020.

The undersigned being duly qualified on behalf of Raleigh County Commission certifies that the attached priority revisions are a true and correct copy that has been passed by resolution of the governmental entity.

Signature

Commissioner
Title

March 17, 2020
Date

Phone 304-255-9146 Fax 304-255-9166 ralcom@raleighcounty.com

COMMUNITY PRIORITY REVISIONS

Name of Community: Raleigh County **Date:** March 17, 2020

PRIORITY RANKING	PROJECT NAME	ESTIMATED COST	IS SERVICE NOW PROVIDED	NUMBER OF PERSONS BENEFITTING	AMOUNT OF FUNDING COMMITTED	AREA TO BE SERVED
	Regional Broadband	*N/A*	*Yes Some areas however have connectivity below 25 Mbps.*	*Service will be targeted to areas where download speed is under 25 Mbps.*	*$0*	*Areas of the county in need of upgrades to their current broadband speeds.*
	Harper-Eccles Sewer	*$8,917,398*	*No*	*375*	*$50,000 Local*	*Rte. 3 West from the intersection of Harper Road and Bridge Lane to Jehu Branch in Eccles.*
	North Beckley PSD – Sewer Plant Upgrade	*$12,910,000*	*Yes*	*3,873*	*$0*	*Upgrade of PSD's Wastewater Treatment Plant.*
	Cool Ridge-Flat Top PSD – White Oak Waterline Extension	*$1,799,351*	*No*	*75*	*$68,000 Local*	*White Oak Mountain Road from intersection with Mount View Rd. to Hinton Road, and 1 mile on Hinton Road in each direction from intersection with White Oak Mountain Road.*
	Marsh Fork Sewer (Glen Daniel to Fairdale)	*$15,500,000*	*132 Existing 265 New*	*397*	*$700,000 Local*	*Marsh Fork area of Raleigh County between the communities of Glen Daniel and Fairdale along Rte. 3.*
	Bradley PSD – West Raleigh Sewer	*N/A*	*No*	*176*	*$0*	*Northwest Raleigh County from border with Boone County approximately 4.5 miles down Clear Fork Rd. (Route 1) to Dorothy, and 2.5 miles down Coal River Road (Rte. 3) to Eunice.*
	Raleigh County PSD – Maple Meadow Water Treatment Plant & Service Upgrade	*$15,000,000*	*Yes*	*6,856 Existing*	*$0*	*Project includes both painting and replacing of storage tanks, replacing leaking lines, refurbishing the filters at its Coal City water plant, providing a supplemental water source for the Arnett Water System, connecting the Clear Creek Water System to the Arnett System.*
	Coal City Sewer	*$18,416,000*	*811 Existing 440 New*	*1,251*	*$0*	*Extension of sewer service by the Town of Sophia to the surrounding community of Coal City.*
	Amigo Sewer	*$1,600,000*	*No*	*60*	*$0*	*Extension of sewer service by the Crab Orchard MacArthur PSD to the community of Amigo in Raleigh County.*
	Rhodell Sewer	*$4,500,000*	*No*	*100*	*$0*	*Residences within the former town of Rhodell's corporate limits.*
	Grandview Area Sewer	*$12,000,000*	*No*	*750*	*$0*	*Extension of sewer service to residents in the Grandview community in Raleigh County.*

CATEGORY PRIORITY RANKING

Name of Community Raleigh County **Date** March 17, 2020

Please rank these categories in priority order 1 - 8 as they relate to your community.

RANK 1 - 8	CATEGORY
1	Community Facilities & Service (water, sewer, neighborhood improvements, libraries, recreation, public safety, solid waste)
2	Economic Development (travel and tourism, industrial development, small business development)
3	Environment and Natural Resources (flood prevention, land use)
4	Human Resources (health, education, child development, aging)
5	Energy
6	Government
7	Housing
8	Transportation (air, rail, highway, water, public transportation)

WEST VIRGINIA Division of Administrative Services, Justice & Community Services	Request for Funds

RECEIVED (For JCS Use Only)		
	Subgrantee:	Raleigh County Commission
	Address:	116 1/2 N. Heber Street
		Beckley, WV 25802
		304-255-9100
	Project #:	20-CC-22
	FEIN#:	55-6000389
	Funds are hereby requested to cover expenditures to be made:	
	FROM: February 1, 2020 TO: February 29, 2020	

PROJECT CASH EXPENDITURES

Payment No. 1

Expenditure Category	Amount
Personnel/Contractual	**$36,250.00**
Travel/Training	
Equipment	
Other	
TOTAL:	**$36,250.00**

CERTIFICATION:

I certify that the funds requested will be used for expenditures in accordance with the approved budget for this grant.

All documentation is available at our office.

BY: David L. Tolliver, Commission President
TYPED NAME & TITLE

3-17-20
SIGNATURE DATE

(Authorized Official or Grant Financial Officer ONLY)

JCS USE ONLY

ADMINISTRATIVE APPROVAL:

This request is approved in the amount of $ _____ _____ _____

Initials Date

Pursuant to the authority vested in me, I certify that this request is correct and proper for payment.

Date **Program Accountant**

Extension Service
West Virginia University

Raleigh County Extension Service
410 Neville Street
Beckley WV 25801

March 5, 2020

David Tolliver
County Commission
116½ N. Heber Street
Beckley WV 25801

Dear Mr. White

Attached is the Memorandum of Agreement approved by the Raleigh County Extension Service Committee.

Please sign this document and return the original back to me and thank you as always for your continued support of the West Virginia University Extension Service in Raleigh County.

Sincerely,

David R. Richmond, CPC
Extension Agent

Enclosure: 2020 County Commission Memorandum of Agreement

3/18/20 mailed

County Commission ANNUAL MEMORANDUM OF AGREEMENT
WEST VIRGINIA UNIVERSITY COOPERATIVE EXTENSION SERVICE, AND THE COUNTY EXTENSION SERVICE COMMITTEE

This is the ANNUAL MEMORANDUM OF AGREEMENT for the fiscal year beginning July 1, 2020, supplementing the cooperative agreement covering Cooperative Extension work in __RALEIGH__ County, in accordance with the Code of West Virginia, 1931, Chapter 19, Article 8, as amended and reenacted by the 1963 legislature.

The Cooperative Extension Service of West Virginia University and the County Extension Service Committee recommends the following budget:

Category	Current Appropriation FY 19-20	Amount Requested FY 20-21	Amount Approved	In-Kind Supplemental Services Not Inclusive
Salaries & Fringe (County Paid Employees)				
Clerical				
Program Assistant				
Contracted Services (WVU Paid Employees)				
Agent Salary (Match)	$3,600.00	$3,600.00		
Program Assistant	$16,400.00	$16,400.00		
Clerical				
Capital Outlay & Equipment				
Current Expenses ☐ Check if retained locally				
Travel				
Faculty/Staff Prof Development				
Office Supplies				
Postage				
Utilities				
Telephone				
Maintenance & Repair - Expenses				
Office Space & Equipment Rental				
Dues & Subscriptions				
TOTALS	$20,000.00	$20,000.00		

Recommended by the Cooperative Extension Service

Approved by the following members of the County Extension Service Committee at a meeting held on MARCH 04, 2020

County Commission APPROVAL

Approved by the County Commission of RALEIGH **County on this** 17th **day of** MARCH, 2020.

Please check a billing increment: ☐ **Annually** ☐ **Semi-Annually** ☑ **Quarterly**

Original Copy: Extension Finance & Business
2nd Copy: County Commission
3rd Copy: County Extension Service Comm

President

PURCHASE SALE AGREEMENT

THIS AGREEMENT, hereinafter called the "Agreement", made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o Real Estate and Facilities Management, 500 Water Street, J-180, 12th Floor, Jacksonville, Florida 32202, hereinafter called the "Seller", and THE RALEIGH COUNTY COMMISSION, the economic development entity for Raleigh County, West Virginia, whose address is 116 ½ North Heber Street, Beckley, WV 25801, hereinafter called the "Buyer", provides:

1. PURCHASE AND SALE: For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the land or property rights shown or identified on Exhibit "A", attached hereto and made a part hereof, ("Premises"), containing 284.65 acres, more or less, pursuant to and in accordance with the terms and conditions of this Agreement. The Premises is located in Raleigh County, State of West Virginia.

2. PRICE:

2.1 The purchase price for the Premises is TWO HUNDRED FIFITY FIVE THOUSAND AND NO/100 U.S. DOLLARS ($255,000.00) (hereinafter the "Purchase Price").

3. DEPOSIT:

3.1 A non-interest bearing deposit payable to CSX Transportation, Inc. in the amount of TWENTY FIVE THOUSAND FIVE HUNDRED AND NO/100 U.S. DOLLARS ($25,500.00) (hereinafter the "Deposit") shall be received by Seller within five (5) business days upon Buyer's receipt of this fully executed Agreement. The balance of the Purchase Price shall be paid at settlement or closing of the transaction (hereinafter the "Closing"), in cash, by certified or cashier's check, or by other readily available funds acceptable to Seller. If the Deposit is not received within five (5) business days, Seller shall have the right to terminate this Agreement.

4. OFFER, ACCEPTANCE, CONTRACT:

4.1 Until accepted by Seller, Buyer's offer to purchase the Premises (hereinafter the "Offer") as evidenced by its execution and delivery of this Agreement shall be a firm offer for a period of thirty (30) days from the date of Buyer's acceptance of this Agreement. Seller's acceptance of the Offer is to be evidenced by its execution of this Agreement (the "Execution Date"). Failure of Seller to accept Buyer's Offer and execute this Agreement within the above-mentioned period shall render the Offer null and void, and the Deposit shall be returned to Buyer.

4.2 This Agreement, when accepted by Seller, shall constitute a contract and the entire agreement between the parties hereto, and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

4.3 Neither the Buyer's Offer nor, upon its execution by all parties, this Agreement may be changed, altered or modified except by an instrument in writing signed by Buyer and Seller.

4.4 The Buyer's Offer and this Agreement shall be executed in duplicate, each of which may be treated as an original.

5. DUE DILIGENCE PERIOD:

5.1 Buyer shall have a period of sixty (60) days from the Execution Date to complete all inspections and investigations, (hereinafter the "Due Diligence Period").

5.2 If for any reason Buyer is not satisfied with the results of any inspection or investigation, the Buyer must, within the Due Diligence Period, deliver to Seller written notice of cancellation cancelling this Agreement, and the Deposit shall be refunded to Buyer. If terminated, Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

5.3 Buyer's failure to deliver a notice of cancellation to Seller within the Due Diligence Period shall be considered Buyer's acceptance of the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition.

6. DEED:

6.1 As early as practicable after the Execution Date, Seller will prepare and submit to Buyer, for Buyer's comments, a form of deed in conformance with the terms of this Agreement to convey the Premises to Buyer. Buyer shall have a period of five (5) business days after receipt of said deed to examine same and notify Seller of any comments. If no comments are received within the five (5) day period, Buyer shall be deemed to have approved the deed in the form submitted. Seller shall have no obligation to modify the deed to conform to Buyer's comments if the deed otherwise conforms to the terms of this Agreement.

6.2 The conveyance shall be by quitclaim deed conveying all of Seller's right, title and interest in the Premises, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which Buyer assumes and agrees to pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Premises; the items or matters identified in Section 10.1 of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The provisions of this Section shall survive Closing.

6.3 The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Premises, and to be binding upon Buyer, Buyer's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Premises through Buyer:

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as industrial or commercial property. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than industrial or commercial purposes and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human) or (e) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

NO ACCESS: Grantee, by acceptance of this deed, covenants and represents that Grantee owns property adjoining the Premises and has access to the Premises through Grantee's adjoining property or through other property

not owned by Grantor. Grantee, on its behalf, its heirs, personal representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Premises through land now owned or subsequently acquired by Grantor. Should Grantee ever convey the Premises, or any portion thereof, to a third party, Grantee will provide access to the Premises through Grantee's adjoining property or through other property not owned by Grantor.

FENCING: Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guardrails, or the absence thereof.

Prior to commencement of any development or construction on the Premises, Grantee shall construct and maintain, at Grantee's sole cost and expense, an adequate and suitable fence along the NORTHERN line of the Premises in Jarrolds Valley, West Virginia, which adjoins Grantor's railroad track for so long as a railroad track exists on the adjoining railroad operating property. The fence shall be of a type satisfactory to Grantor and reasonably sufficient to keep persons and vehicles from trespassing on Grantor's adjoining operating property.

DRAINAGE: Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the adjacent railroad operating property or other lands and facilities of Grantor. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of Grantor.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, and assigns, shall maintain that portion of the existing slope and toe of slope located on the Premises in such a manner as to insure that the slope does not fall, slide or otherwise undermine Grantor's tracks, operating corridor, roadbed, or other lands and facilities of Grantor. Grantee further covenants to insure lateral and subjacent support of railroad tracks, the operating corridor, roadbed, and land.

Grantee acknowledges that this deed is made upon Grantee's solicitation and request, and was not in any way initiated by Grantor. Grantor does not represent or warrant to Grantee any ownership or estate in the Premises or any specific title or interest in the Premises, which constituted a strip of Grantor's former railroad operating property; and Grantee hereby releases Grantor, its officers and agents, from any claim or demand resulting from this deed, or from any failure of or defect in Grantee's title to the Premises.

Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

NOISE, LIGHT, FUME, VIBRATION ABATEMENT: Grantee, its successors and assigns, by acceptance of this deed, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any noise, light, fume or vibration abatement or reduction structure along any boundary lines between the Premises and the adjacent land(s) of Grantor or any other company affiliated with Grantor; or be liable for or required to pay any

part of the cost or expense of erecting or maintaining such abatement or reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise, light, fume or vibration abatement or reduction structures. Grantee assumes all liability and responsibility respecting noise, light, fume or vibration abatement or reduction structures and covenants not to sue Grantor, its successors or assigns for existence of the noise, light, fumes and vibrations from Grantor's operations. Grantee acknowledges that the Grantor's adjacent railroad operation is a 24-hour a day, seven day a week continuous operation that may create noise, vibration, light, smoke and other inconveniences.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

6.4 Seller shall except and reserve unto itself as Grantor, its successors and assigns, the following easements, rights and interests:

EXCEPTING unto Grantor all mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Premises; and RESERVING the right for Grantor, its successors and assigns, to remove the same; HOWEVER, Grantor will not drill or permit drilling on the surface of the Premises without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

EXCEPTING unto Grantor the ownership in and to all existing signal and/or communication poles, wires, guys, etc., within or on the Premises and located generally along or near the northern boundary line in Jarrolds Valley thereof; and RESERVING unto Grantor a perpetual easement to maintain said existing signal and/or communication pole line, wires, guys, etc., and to reconstruct same, or to construct new poles, wires, guys, etc., sufficient in number and type to meet Grantor's present and future communication and/or signal needs, generally along the alignment of said existing pole line, TOGETHER WITH the right of ingress and egress to and from the reserved signal easement.

RESERVING unto Grantor a perpetual non-exclusive roadway easement, hereinafter "the Roadway Easement", thirty feet (30') in width, for the purpose of access over and across the Premises in Beckley WV near the southern boundary line for access from McDowell Hollow Rd to Grantor's property located adjacent thereto, which Roadway Easement is more particularly described in Exhibit "A-1" attached hereto and incorporated herein.

RESERVING unto Grantor, its successors and assigns, a utility easement, hereinafter "the Utility Easement", in, over, and under the Premises for existing occupancies, future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities including, but not limited to, water, sewer, natural gas, electric, telephone, fiber optics and petroleum products, consisting of cables, lines, pipes or facilities beneath the surface of the Premises and all ancillary equipment or facilities (both underground and surface), and the rights to attach the same to existing bridges or poles on the Premises, and such surface rights necessary to accomplish the same TOGETHER WITH the further right to assign the Utility Easement, rights and facilities, in whole or in part, and to lease, license or permit third parties to use the Utility Easement, rights and facilities; PROVIDED that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Premises, or any improvements thereon, by Grantee.

6.5 Seller may or may not have entered into general agreements with utility companies for utility crossings over or under the Premises. Such general agreements may require Seller to reserve a permanent easement for the utility. If Seller determines that the Premises has existing utilities constructed pursuant to such general agreements, Seller shall have the right to reserve an easement or easements for such utility crossing or crossings. The format for such a reserved utility easement shall be as follows:

RESERVING unto Grantor, for itself, its successors and/or assigns, a perpetual * easement, * feet (*') in

width, hereinafter the "Easement", upon and along, over, under or across as the case may be, the Premises, together with ancillary surface rights, for the purpose of maintaining, operating, inspecting, repairing, reconstructing, renewing and/or replacing existing overhead and/or underground * facilities and necessary appurtenances (poles, guys, anchors, ducts, fixtures, appliances) devoted solely to such existing * usage, herein collectively the "Facility(ies)"; TOGETHER WITH the further rights to convey or assign said reserved Easement, in whole or in part, and to lease, license or permit third parties to occupy the same solely for the Facility(ies).

6.6 The deed shall contain the following clause:

FURTHER RESERVING unto Grantor, its successors and assigns, a perpetual exclusive utility easement, hereinafter "the Utility Easement", in, over, under and along the entirety of the Premises for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities including, but not limited to, water, sewer, natural gas, electricity, telephone, internet, fiber optics, communications systems and systems for the transmission of petroleum-based and other liquid and gaseous products, consisting of cables, wires, lines, pipes or other facilities beneath the surface of the Premises and all ancillary equipment and facilities (both underground and surface), and the rights to attach the same to existing bridges or poles on the Premises, and such surface rights as are reasonably necessary to accomplish the same, TOGETHER WITH the further right to assign the Utility Easement, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Utility Easement and/or the rights reserved pursuant thereto; PROVIDED that the exercise of such rights does not materially and unreasonably interfere with the safe and efficient use of the Premises, or any improvements thereon, by Grantee.

PROVIDED, that Grantee, its successors and assigns shall not disturb any existing facilities located within the Occupancy Easement or any facilities subsequently placed within the Utility Easement reserved hereunder, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Occupancy Easement or the Utility Easement, EXCEPT that Grantee (or any third party claiming through Grantee) may, with the prior written approval of Grantor or its successors or assigns, as the case may be, and the owner of the occupancy in question, which such approval may not be unreasonably withheld, relocate such occupancy within the Premises at the sole risk, cost and expense of Grantee or its successors or assigns, as the case may be.

7. TITLE SEARCH, INSURANCE:

7.1 Buyer has the option of arranging and paying for such examination of title or title insurance on the Premises as Buyer may desire, at Buyer's sole cost.

7.2 Irrespective of whether Buyer obtains a title examination or insurance, Buyer shall, if Buyer closes on the Premises, accept the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition. The provisions of this Section shall survive Closing.

7.3 As information, Seller's source of title to the Premises is believed to be as shown Exhibit B, attached hereto. This information is provided solely to assist Buyer in reviewing title to the Premises and is not intended to, and shall not be relied upon, by Buyer.

8. SURVEY:

8.1 Buyer shall have the option of obtaining a survey of the Premises conforming to applicable State minimum technical requirements at Buyer's expense. The survey and/or legal description must include state plane coordinates. To expedite the Seller's review and approval of the survey, it is recommended Buyer consider utilizing one of the survey firms on the attached Survey Services Provider List.

8.2 If Buyer elects to obtain a survey, then within the Due Diligence Period, Buyer shall furnish Seller with a metes and bounds description in Microsoft Word format and Survey of the Premises in electronic CAD format,

with one (1) print of a final survey plat acceptable to Seller and to the Recorder of Deeds for the County or City in which the Premises is located, certified to Buyer and Seller, for use by Seller in preparation of the deed and other papers.

8.3 If Buyer elects not to obtain a survey, Buyer shall, at Buyer's expense and prior to the expiration of the Due Diligence Period, furnish Seller with a description of the Premises in a form acceptable to Seller and to the Recorder of Deeds for Raleigh County, West Virginia. Seller disclaims any responsibility for the accuracy of any description based on Exhibit "A" and railroad valuation maps.

9. CLOSING: Closing hereunder shall be held within thirty (30) days of following expiration of the Due Diligence Period. Seller and Buyer agree that the Closing may occur via delivery of funds and closing documents or at such other place as may be mutually agreeable to Seller and Buyer. The time and date for Closing may be extended only by Seller in writing, time expressly being of the essence in this Agreement.

10. POSSESSION: Buyer shall obtain possession of the Premises at Closing, subject to the limitations, terms and conditions of Section 6 of this Agreement, and such other leases, licenses, easements, occupancies or other limitations which are identified by Section 10.1, or which are discovered by Seller during the term of this Agreement (which may not necessarily be stated in the deed), unless canceled by Seller or otherwise terminated (whether by notice, expiration, nonrenewal or any other reason) prior to Closing.

10.1 Seller believes that the Premises is currently subject to the following leases, licenses, easements, occupancies and/or limitations (which may or may not be of record) listed on Exhibit C, attached hereto and made a part hereof.

10.2 During the term of this Agreement, Seller will research its archives for, and shall advise Buyer if Seller discovers, any additional leases, licenses, easements, occupancies and limitations affecting the Premises. As to any items discovered as a consequence of such research, Seller may elect, in its sole discretion, to either retain, cancel or otherwise terminate such items or, pursuant to Section 10.3, to assign or to partially assign, if such item is applicable to an area greater than the Premises, to the Buyer at Closing.

10.3 At Closing, Seller shall assign to Buyer, and Buyer shall assume, Seller's right, title and interest in all items with Assignment shown in the Action column of Exhibit C, or which are subsequently discovered by Seller, unless retained, canceled or otherwise terminated, at or prior to Closing. However, if such item is applicable to an area greater than the Premises, the Buyer shall be included as party to a partial assignment of the item(s), which may be executed after Closing.

10.4 If, prior to Closing, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and either Buyer or Seller shall have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. If neither Seller nor Buyer elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Premises or such portion thereof.

10.5 ***INTENTIONALLY OMITTED***

10.6 Buyer may, at its option and at its sole cost, secure a policy of Fire and Extended Coverage Insurance on the buildings or Structures, provided that Buyer's liability for damage to or destruction of the buildings or structures during the term of this Agreement shall not be limited by the amount of such insurance.

11. ANNUAL TAXES; RENTS; LIENS; CHARGES:

11.1 All annual or periodic taxes or assessments on the Premises, both general and special, shall be prorated as of the Closing. Any proration shall be based on the taxes assessed against the Seller in the year of the delivery of possession to or entry by Buyer and shall allow the maximum discount permitted by law. If current taxes assessed against the Seller are not available at the time of Closing, Buyer and Seller agree to prorate taxes based upon the latest tax information available to the parties and equitably adjust the proration when taxes for the year of entry or possession become available.

11.2 Any certified governmental assessments or liens for improvements on the Premises which are due and payable at the time of Closing shall be paid in full by Seller, and any pending liens or assessments for improvements not yet due and payable at Closing shall be thereafter paid in full by Buyer.

11.3 Any rents and license fees (individually in excess of $1,000.00 prorated amount on annual rental) accruing to the Premises shall be prorated at Closing, with rents and fees prior to the date of Closing retained by Seller.

12. TAXES ON TRANSFER; CLOSING COSTS:

12.1 Buyer shall pay all transfer taxes, however styled or designated, all documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Premises or necessary to record the deed.

12.2 Buyer shall be solely responsible for and shall pay any reassessments or taxes generated by reclassification of the Premises resulting from conveyance of the Premises.

12.3 If any state or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Premises, (whether under statute, regulation or rule), Buyer assumes all responsibility for and shall pay the same, directly to said authority, and shall hold Seller harmless from such tax(es) and any interest or penalty thereon. Seller shall cooperate (at no expense to Seller) with Buyer in the prosecution of any claim for refund, rebate or abatement of said tax(es).

12.4 Seller shall pay the cost of recording any release of Seller's mortgage(s) or lien(s). In the event Buyer finances any portion of the Purchase Price (whether through third parties or from Seller), Buyer shall pay all costs thereof, including recordation, intangible taxes, etc.

12.5 Buyer represents and warrants that neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto."

12.6 The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit under penalty of perjury, that Seller is not a "foreign person", as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement", as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate any instrument, affidavit and statement, and to perform

any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder. Buyer and Seller shall each indemnify and hold harmless the other with respect to any financial loss caused by the indemnifying party's failure to fulfill its obligations under this Paragraph.

13. BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS:

13.1 Subject to and upon compliance with the terms of this Section 13, during the term of this Agreement, Buyer and/or its agents may be permitted to access the Premises, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Premises, in order to make surveys, make measurements, conduct environmental or engineering tests (including drilling and coring for preconstruction soil analysis), and to make such physical inspections and analyses thereof as Buyer shall deem necessary; PROVIDED, however, that Buyer, and/or its agents, hereby assumes all risks of such entry and agrees to defend, indemnify and save Seller harmless from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Premises or any improvements thereon) and any injury to or death of any person(s), arising from the acts or omissions of Buyer and/or its agents in the exercise of this right-of-entry. Buyer agrees to do no act which would encumber title to the Premises in exercising this right-of-entry. Any drilling and coring holes shall be filled upon completion of testing. All investigation-derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, all at Buyer's sole cost.

13.2 Buyer shall give Seller ten (10) days prior written notice of any entry onto the Premises under this Section 13 and provide Seller with a schedule and scope of work for each of the activities Buyer proposes to undertake during such entry. Upon receipt of the foregoing, Seller reserves the right, in Seller's sole discretion, to terminate this Agreement or if Seller permits the testing, Seller reserves the right to monitor and approve all procedures in the conduct of any environmental assessments, tests, studies, measurements or analyses performed by or for Buyer in, on, to or with respect to the Premises. Buyer shall provide in any contract or bids for site assessment or environmental inspections of the Premises a "confidentiality clause", limiting disclosure of the results and any report only to Buyer and Seller, and an "insurance clause," requiring the company selected by the Buyer to perform the work to produce a certificate of insurance naming the Seller and Buyer as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than FIVE MILLION DOLLARS ($5,000,000) Combined Single Limit per occurrence for bodily injury and property damage.

- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any surveying or work, including but not limited to surveying or assessment activities, within fifty (50) feet of any Seller track or any Seller bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Seller as the insured, with coverage of not less than FIVE MILLION DOLLARS ($5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS ($10,000,000). Such policy must be written on the current ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 00 35. At Seller's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Seller a Construction Risk Fee,), and thereby be relieved of any obligation to purchase said RPL insurance.

- Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Seller.

- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering all owned, non-owned and hired vehicles.

- Professional Errors and Omissions (E&O) insurance with coverage of not less than ONE MILLION DOLLARS ($1,000,000) Combined Single Limit per occurrence for professional errors and omissions.

Buyer shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all such environmental work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. If requested by Seller, Buyer shall prepare split samples (which may then be separately tested at Seller's sole option and cost) for delivery to Seller and shall deliver to Seller, at no cost to Seller, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise, resulting from any tests or inspections conducted by Buyer pursuant to this Section 13 or otherwise in accordance with this Agreement. At or before Closing, Buyer shall provide Seller a reliance letter from Buyer's consultant, in form and substance reasonably acceptable to Seller, granting Seller the right to rely on the environmental data and reports generated as part of Buyer's environmental due diligence, including without limitation, any Phase I and Phase II Environmental Site Assessment Reports. The reliance letter shall not impose any additional limitations or restrictions on Seller's reliance on said data and reports except as may be specified within the report documents themselves.

13.3 Buyer acknowledges that Seller makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and Seller expressly disclaims any and all obligation and liability to Buyer regarding any defects which may exist with respect to the condition of the Premises.

13.4 If environmental contamination of the Premises is revealed by the studies and tests conducted by Buyer pursuant to this Section 13, in an amount and/or concentration beyond the minimum acceptable levels established by current applicable governmental authorities, or, if Buyer is unwilling to accept the environmental condition of the Premises as a result of such tests or assessments, Seller's and Buyer's sole and exclusive remedy shall be to terminate this Agreement and refund the Deposit to the Buyer. Under no circumstances shall Seller be required to correct, remedy or cure any condition or environmental contamination of the Premises, which Buyer's tests and studies may reveal, as a condition to Closing or other performance hereunder.

13.5 Provided Seller does not elect to terminate this Agreement as provided herein, if Buyer elects not to secure environmental tests or inspections, or fails to terminate after receipt of test results, Buyer shall take the Premises "as is" at Closing; assumes all risks associated with the environmental condition of the Premises, regardless of the cause or date of origin of such condition; and releases all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition. Buyer expressly assumes all obligations, liability and responsibility for physical and/or environmental conditions of the Premises, and agrees to defend, protect, indemnify and hold Seller harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses, remediation and/or removal costs), arising out of any claim(s), present, past or future, for (a) loss or damage to any property, including the Premises (b) injuries to or death of any person(s), (c) contamination of or adverse effects upon the environment (air, ground or water), or (d) any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, hazardous waste, pollutant or contaminant (including petroleum products) in, on or under the Premises or any migration, escape or leakage of such materials, substances, wastes, pollutants or contaminants therefrom. Buyer acknowledges that the provisions of this Section are deemed to be additional consideration to Seller and the condition of the Premises has been considered as part of the Purchase Price.

13.6 Prior to any recreational use, , Buyer shall provide Seller at least six (6) months prior written notice, of its intent to initiate the process together with plans of its proposed development and thereafter receive written consent from Seller, which consent may be commercially reasonably withheld or conditioned. Upon completion of the foregoing, Buyer must: (a) submit the Premises into a voluntary or other cleanup program administered by the

Environmental Agency in the state in which the Premises is located; (b) complete remediation of any environmental contamination of the Premises to comply with the applicable standards for residential use required by such agency; and (c) receive a formal Closure from the State Environmental Agency stating that the Premises has been remediated to a degree that allows residential use. If Buyer satisfies these conditions, Seller will release the recreational deed restrictions contained in Section 6.3 of this Agreement ("Recreational Use Restrictions"), provided that Buyer will protect, indemnify, and hold harmless Seller from and against any and all damages, penalties, fines, claims, demands, causes of action, liens, suits, liabilities, and expenses of every kind and nature suffered by, incurred by or asserted against Seller of Buyer as a direct or indirect result of any hazardous materials, hazardous substances, wastes or other environmentally regulated materials located on, in, at or under the Premises. NOTWITHSTANDING THE FOREGOING, ALL OTHER RESTRICTIONS INCLUDING THE GROUND WATER USE RESTRICTION AND SINGLE FAMILY RESIDENTIAL RESTRICTION CONTAINED IN SECTION 6.3 CONTINUE AND SHALL NOT BE REMOVED OF RECORD.

13.7 ***INTENTIONALLY OMITTED***

13.8 The Buyer's environmental investigation shall be completed within the Due Diligence Period.

13.9 The provisions of this Article 13 shall survive Closing or termination of this Agreement.

14. SUBDIVISION APPROVAL; ZONING:

14.1 Any subdivision approval needed to complete the transaction herein contemplated shall be obtained by Buyer at Buyer's sole risk, cost, and expense. Seller shall cooperate with Buyer in obtaining said approval, to the extent necessary or required, but Buyer shall reimburse Seller for any and all charges, costs and expenses (including portions of salaries of employees of Seller assigned to such project) which Seller may incur in such cooperation.

14.2 Seller makes no guarantee or warranty that any subdivision approval will be granted and assumes no obligation or liability for any costs or expenses if same is not approved.

14.3 Costs and expenses shall include all fees, including reasonable attorneys' fees, of obtaining subdivision plats, or filing same with the applicable governmental body(ies), or recordation thereof, including attorneys' fees, and all other related and/or associated items.

14.4 Seller makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by Buyer under existing zoning of the Premises or as to any ability to secure any rezoning for Buyer's use.

15. BROKER'S FEES: The Buyer and the Seller each represent and warrant to the other that neither has introduced into this transaction any person, firm or corporation who is entitled to compensation for services as a broker, agent or finder. The Buyer and the Seller each agree to indemnify the other against and hold the other harmless from any and all commissions, finder's fees, costs, expenses and other charges claimed by real estate brokers or sales persons by, through or under the indemnifying party. Seller shall be under no obligation to pay or be responsible for any broker's or finder's fees, commissions or charges in connection with handling this transaction, or Closing.

16. ASSIGNMENT, LIMITS, SURVIVAL:

16.1 (a) This Agreement may not be assigned by Buyer without the prior written consent of Seller, which shall not be unreasonably withheld, provided that if Buyer wishes to cause the Premises to be conveyed directly from Seller to a third party through an exchange of like-kind real estate on escrow terms qualifying under Section 1031 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder,

Seller shall, at Buyer's expense, cooperate in accomplishing Buyer's objective.

(b) Buyer hereby agrees that closing on the disposition of the transfer of the Premises pursuant to this Agreement may be structured by Seller to qualify as part of an exchange of like-kind property under Section 1031 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder (a "like-kind exchange"). Accordingly, Seller shall have the right to assign its rights and interests hereunder to a qualified intermediary or qualified escrow agent, an exchange accommodation titleholder, or such other person as may be necessary to qualify the transaction as a like-kind exchange. Buyer agrees to cooperate with Seller in executing such documents as may be reasonable necessary to implement a like-kind exchange, including, but not limited to, making the proceeds check payable as directed by Seller.

16.2 As limited above, this Agreement shall be binding upon the parties, their successors and permitted assigns, or upon their heirs, legal representatives and permitted assigns, as the case may be.

16.3 Any provision calling for obligations continuing after Closing or termination of this Agreement shall survive delivery of the deed and not be deemed merged into or replaced by any deed, whether or not the deed so states.

17. DEFAULT:

17.1 In the event of a default by Buyer under this Agreement (including, but not limited to payment of the Deposit within the time specified), Seller may elect to terminate this Agreement by delivery of notice to Buyer and to retain the Deposit and any other money paid by Buyer to or for the account of Seller, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement.

17.2 In the event of a default by Seller under this Agreement, Buyer's sole and exclusive remedy shall be to terminate this Agreement by delivery of notice to Seller and to receive an immediate return of the Deposit and reimbursement for any reasonable third-party expenses incurred by Buyer pursuant to this Agreement, not to exceed $10,000, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement. Buyer irrevocably waives any and all right to pursue specific performance of this Agreement or any other legal or equitable remedy otherwise available to Buyer.

17.3 Upon the termination of this Agreement pursuant to this Article 17, Buyer and Seller shall be relieved of all obligations under Agreement, including the duty to close, other than (a) any liability for breach of any of the provisions of Section 13 shall remain as obligations of Buyer and (b) Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

17.4 "Default" shall include not only the failure to make prompt payment of any sums when due under this Agreement, but also the failure to fully and timely perform any other acts required of Buyer under this Agreement.

18. NOTICES:

18.1 Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

18.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day

delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

18.3 Notices to Seller shall be sent to:

CSX Transportation, Inc.
c/o Real Estate and Facilities Management – J180
500 Water Street, 12th Floor
Jacksonville, FL 32202
Attn: Sarah Watson
E-mail: Sarah_Watson@csx.com
Phone: (904) 279-3924

With a copy to:

CSX Transportation, Inc.
c/o Real Estate and Facilities Management – J180
500 Water Street, 12th Floor
Jacksonville, FL 32202
Attn: Dona Jadwin
E-mail: Dona_Jadwin@csx.com
Phone: (904) 279-4263

Notices to Buyer shall be sent to:

The Raleigh County Commission
Attn: Jeff Miller
116 ½ North Heber Street
Beckley, WV 25801
Email: ralcom@raleighcounty.com
Phone: (304) 255-9146, Ext. 7

18.4 Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

19. RULES OF CONSTRUCTION:

19.1 In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

19.2 All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

19.3 The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

19.4 Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

19.5 This Agreement shall be governed and construed in accordance with the laws of the state in which the Premises is located, without regard to conflict of law rule.

20. TIME OF ESSENCE: Time shall be considered of the essence both to the Buyer and the Seller for all activities undertaken or required pursuant to this Agreement.

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

22. TRAIL USE:

If the STB imposes Notice of Intended Trail Use, ("NITU"), conditions on the Premises, the following shall constitute the Interim Trail Use Agreement:

22.1 By Decision and Notice of Interim Trail Use or Abandonment served November 3, 2015, in STB Docket No. AB-55(Sub.-No.741X), the Surface Transportation Board ("STB") imposed a time period for Buyer to negotiate an interim trail use/rail banking agreement with Seller for the Premises.

22.2 Buyer agrees that upon acceptance of a quitclaim deed conveying the Premises to Buyer pursuant to the STB's aforementioned order, Buyer or its designee or assignee shall assume full responsibility for management of the Premises; Buyer shall be responsible for any and all taxes that may be levied or assessed against the Premises after Closing; and Buyer shall assume full responsibility for and will indemnify Seller against any potential legal liability arising out of transfer or use of the Premises pursuant to this Agreement. The provisions of this paragraph shall survive the Closing or termination of this Agreement.

22.3 Buyer acknowledges that the Premises remains subject to the jurisdiction of the STB for purposes of reactivating rail service. As an inducement to Buyer to enter into this Agreement, and in the event action is taken to reactivate rail service on the Premises , Seller agrees to compensate Buyer, or assist Buyer as follows:

A.) In the event the STB, or any other entity of the United States Government compels Seller, its successors or assigns, to reactivate rail service on the Premises, or in the event Seller, its successors or assigns, voluntarily takes steps to reactivate rail service on the Premises by seeking to vacate the Notice of Interim Trail Use (the "NITU"), and if the STB approves the vacation of the NITU and reactivation of rail service requiring conveyance of the Premises by the Interim Trail Manager to the Seller, then, in such event, Seller, its successors or assigns, shall pay to the Interim Trail Manager at the time of reactivation a sum equivalent to the Purchase Price as adjusted by the same percentage of increase reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). The amount to be paid by Seller to the Interim Trail Manager shall be calculated in accordance with the following:

(Current Price Index*/Base Price Index**) X Purchase Price = Amount paid to Interim Trail Manager

* Effective average annual CPI for the most recent year ending prior to reactivation.

** Effective average annual CPI for the year of Closing.

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the adjustment shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by Seller and the Interim Trail Manager.

In the event that rail service is reactivated and reimbursement is required by Seller as set out herein, Buyer shall re-convey the Premises together with all improvements located thereon to Seller

B.) In the event a party other than Seller, its successors or assigns, seeks to reactivate rail service by petitioning the STB to vacate the NITU, and the STB in consideration of its decision to reactivate requires a letter of concurrence to be provided by Seller, its successors or assigns, supporting the vacation of the NITU and reactivation of rail service by such third party, then Seller, its successors or assigns, covenants and agrees that it shall withhold such letter of concurrence until it has received a letter from the Interim Trail Manager stating the Interim Trail Manager's support for reactivation of rail service and vacation of the NITU, and that the Interim Trail Manager has reached a satisfactory agreement with such third party petitioning for reactivation of rail service for the depreciated value of trail related improvements and compensation for transfer and conveyance of the Premises, provided that such compensation shall not be greater than the fair market value of the Premises at that time.

22.4 This Agreement shall be deemed to be the interim trail use agreement between Buyer and Seller for purposes of 16 U.S.C. 1247(d) and all STB orders relating to same pertaining to the Premises.

22.5 The provisions of this paragraph shall survive Closing, termination of this Agreement and/or acceptance of the deed by Buyer.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the 17th day of March, 2020, in duplicate, each of which shall be considered an original.

WITNESS(ES):

BUYER(S): THE RALEIGH COUNTY COMMISSION

Print Name: ~~David Tolliver~~ Ron Hedrick
Print Title: ~~President~~ Commissioner

NOTICE OF SELLER'S ACCEPTANCE

Buyer's Offer to purchase the Premises is accepted by Seller this _____ day of _____, 20___.

WITNESS(ES):

CSX TRANSPORTATION, INC.

By: _____
Print Name: _____
Print Title: _____

SURVEY SERVICES PROVIDER LIST

AECOM – (DE, MD, NJ, PA, VA, WV)
Les Odom, RPLS
Senior Surveyor/ALTA Coordinator
DCS Americas, Northeast Region
(904) 635-7136

ARCADIS – (AL, FL, GA, MD, NC, NY, OH, SC, TN (East), VA)
Gordon Strout, PLS
Vice President, Rail, North America
5420 Wade Park Blvd. Suite 350
Raleigh, NC 27607
(919) 415-2339 Office
(919) 218-5271 Mobile

GONZALES-STRENGTH & ASSOCIATES, INC. – (AL)
Derek Meadows, PLS
1550 Woods of Riverchase Drive, Suite 200
Hoover, AL 35244
(202) 942-2486

JOHNSON SURVEYING & MAPPING – (North FL, SC, TN)
10250 Normandy Blvd. #604
Jacksonville, FL 32221
(904) 619-6630

MASER CONSULTING, P.A. (NJ, NY, PA, VA)
Mark DeLor, LS
Regional Director NE
Senior Pricipal
18 Computer Drive East, Suite 203
Albany, NY 12205
(518) 459-3252 ext: 3614 Office
(518) 390-2321 Mobile

THRASHER

ARCHITECTURE
ENGINEERING
FIELD SERVICES

March 11, 2020

Region I Planning and Development Council
1439 East Main Street
Suite #5
Princeton, WV 24740

RE: ***Modification #1 for Proposal for Environmental Assessment on Former Clear Fork Rail Corridor, dated January 14, 2019***
CSX Transportation Rail Corridor
Milepost CLP 0.0 to CLP 15.2
Whitesville, WV to Clear Creek, WV

Region 1 Planning and Development Council:

The Thrasher Group (Thrasher) is pleased to provide this cost estimate for Modification #1 to the Proposal for Environmental Assessment on Former Clear Fork Rail Corridor, dated January 14, 2019, to Region I Planning and Development Council (Region I) for Environmental Assessment services for an approximate 15-mile long decommissioned rail corridor. These services include costs associated with project management of the Voluntary Remediation Program (VRP) and oversight of the remediation project as the Licensed Remediation Specialist (LRS).

Tasks 1 through 3 were conducted under the approved Proposal for Environmental Assessment on former Clear Fork Rail Corridor, which was dated January 14, 2019. This Modification #1 details the scope and estimated costs for Tasks 4 through 13.

Task 4: Pre-application coordination with West Virginia Department of Environmental Protection (WVDEP) and Project Management

Thrasher will coordinate with the WVDEP to organize and supervise the assessment and remediation of the decommissioned rail corridor. A Phase II ESA was completed in January 2020. A pre-application meeting with the WVDEP was held on March 5, 2020, prior to preparing the WV VRP application to ascertain the site's eligibility for the program.

Task 5: WV VRP Application

Upon completion of the pre-application meeting, Thrasher will prepare the WV VRP Application which documents the legal description of the site, a description of the site's physical characteristics, the general operational history of the site, and any available information concerning the nature, location, and extent of any known contamination on or near the site. In addition, the Applicant will be required to submit the proper application fee (included as an estimated $5,000 in this cost estimate) that is based upon the following:

- the size of the property;

- years of operation; and
- the North American Industry Classification System (NAICS) Code for activities conducted on the property.

Task 6: WV Voluntary Remediation Agreement

The WV Voluntary Remediation Agreement (VRA) will be executed between the applicant, the LRS, and the Director of the WVDEP. This Agreement establishes the following:

- the services of an LRS;
- recovery of costs incurred by the WVDEP in excess of fees submitted by the applicant;
- a schedule for payment of recoverable costs;
- a schedule and descriptions of the work plans and reports that will be submitted;
- a listing of applicable environmental requirements for the site;
- dispute resolution;
- technical standards for work at the site; and,
- criteria for reopening and modification of the agreement.

Once the VRA is executed, the Director is barred from initiating any enforcement actions against the applicant for the site and contamination under the agreement, unless there is an imminent threat to the public.

Task 7: Public Notification

The applicants in the VRP are required to inform interested members of the public about the project. Thrasher will prepare the public notification, submit the notification to the WVDEP for review. Once approved, the notice will appear in the newspaper and will list basic site information and who to contact for questions or concerns.

Task 8: Site Visit with WVDEP

The WVDEP may request a site visit with the LRS and applicant to discuss sampling locations, sampling media, and sample analytes. Based off information discussed during this site visit, Thrasher will prepare the site assessment work plan. During the site visit, potential contaminants and exposure pathways will be discussed. There is no exposure pathway for subsurface soils or groundwater on the site. Therefore, Thrasher does not anticipate the WVDEP to require subsurface or groundwater sampling activities.

Task 9: Supplemental Site Assessment Work Plan

Recent environmental samples were collected along the rail corridor. Based on the intended use of the property as a recreational trail, the main exposure pathway will be recreational users having direct contact with surface soils. This eliminates the exposure pathway for groundwater. The data collected for the Phase II ESA was not collected using standard Data Quality Objectives (DQO), such as rinsate blanks, matrix spike/matrix spike duplicate or third-party data validation. Thus, new data will need to be collected, but only 10% of the data needs to be validated at a Level 4 quality control standard. Additional soil samples need to be collected to meet the overall 10% requirement. Additional surface and subsurface soil samples need to be collected at or near every road crossing, where construction/utility work is likely to happen, at a frequency high enough to achieve the 10% data validation requirement. This additional data can be used to

assess exposures to both Recreators and Construction/Utility Workers. All supplemental site assessment activities will be performed with a WVDEP-approved Sampling and Analysis Work Plan (SAWP).

The supplemental site assessment work plan will include the Quality Assurance Program Plan (QAPP) and Field Sampling Plan (FSP) for the site. Thrasher will prepare the supplemental site assessment work plan to identify actual or potential contaminants at the site based on exposure pathways. The work plan includes field procedures, site locations, laboratory analytical requirements, and sample location maps. The goal of the site assessment work plan is for WVDEP to accept the site characterization and conclude that the site has been sufficiently characterized.

Task 10: Supplemental Site Assessment

Supplemental Site Assessment will include the collection and analysis of the following environmental samples:

- 15 surface soil samples analyzed for polycyclic aromatic hydrocarbons (PAH), arsenic, and lead.
- 10 surface soil quality control samples to meet overall 10% quality control goal (equipment rinsate blank, field blank, field duplicate, matrix spike, matrix spike duplicate).
- 15 subsurface soil samples analyzed for PAH, arsenic, lead, and Synthetic Precipitation Leaching Procedure (SPLP).
- 10 subsurface soil quality control samples to meet overall 10% quality control goal (equipment rinsate blank, field blank, field duplicate, matrix spike, matrix spike duplicate).
- Third party data validation.

Task 11: Site Assessment Report

A report detailing the procedures and findings of the site assessment will be developed and will include the following information:

- Site History - A brief description of historical operations and regulatory status.
- Conceptual Site Model - Identifies actual and expected chemicals of potential concern (COPCs), the nature and extent of contamination, the pathways for migration of contamination, and the potential receptors.
- Sampling and Analysis Plan – Description of the sampling and analysis methodologies, quality control procedures and any deviations from the supplemental site assessment work plan.
- Analytical Data - Analysis of environmental media in order to describe the physical and environmental setting of the site and to support the conceptual model.

Task 12: Expedited Rail Trail De Minimis Risk Assessment and Remedial Action Work Plan

Following approval of the Site Assessment Report, a De Minimis Risk Assessment will be written and submitted to the WVDEP. Risk assessment is a requirement of the WV VRP and is used to decide whether a site needs to be cleaned up to reduce risk to human health. According to Appendix G: Rail Trail Guidance in the West Virginia Voluntary Remediation Program Guidance Manual, an expedited rail trail risk assessment process helps move these sites through the WV VRP. This process circumvents calculations of Uniform Standards or Site-Specific Standards. COPCs are compared to the residential De Minimis standard.

Remediating risks associated with rail trail sites are well established. The proposed remedial action can be incorporated into the De Minimis Risk Assessment. It is anticipated the remedial actions will be

implementing a cap and cover and using a land use covenant to limit the types of activities and uses of the property. Thrasher will develop the Remedial Action Work Plan and insert it as an appendix to the De Minimis Risk Assessment.

Task 13: Final Report, Certificate of Completion and Closeout Documentation

When the remedy is implemented, the Final Report will be prepared. The Final Report will include all data and information necessary to document and verify that all applicable standards have or will be met. In addition, any ongoing work and monitoring will be described and appropriate supporting documentation will be included. For purposes of this proposal, a land-use covenant (LUC) is assumed to be necessary and is included in the costs.

If the Director determines that the Final Report was properly issued, a Certificate of Completion (COC) will be issued within 30 days of his/her decision. The COC will incorporate the following information:

- site description;
- description of contaminants for which the standards have been met;
- Voluntary Remediation Agreement (VRA);
- Final Report prepared by the LRS; and
- any land use covenant (LUC) or deed restrictions including a description of the specifications and location of the cap.

COST ESTIMATE AND LIMITATIONS:

This cost estimate is presented on a time & materials basis. Below is a breakdown of the estimated costs to perform this scope-of-work, by task. The costs below are broken down for Region I to review. These tasks do not include costs for data validation or additional site characterization. It should be noted that if any additional contaminants are discovered other than polycyclic aromatic hydrocarbons, arsenic, or lead, the site must continue through the VRP and the site is no longer qualified for the expedited rail trail risk assessment and remedial action work plan.

Task 4: Pre-application coordination with West Virginia Department of Environmental Protection (WVDEP) and Project Management	$2,900
Task 5: WV VRP Application	$6,300
Task 6: WV Voluntary Remediation Agreement	$1,100
Task 7: Public Notification	$800
Task 8: Site Visit with WVDEP	$2,200
Task 9: Supplemental Site Assessment Work Plan	$3,200
Task 10: Supplemental Site Assessment	$17,020
Task 11: Site Assessment Report	$4,200
Task 12: Expedited Rail Trail De Minimis Risk Assessment and Remedial Action Work Plan	$13,400
Task 13: Final Report, Certificate of Completion, LUC and Closeout Documentation	$5,100
TOTAL:	**$56,220**

SCHEDULE AND COMPENSATION:

Thrasher is prepared to initiate the proposed work scope upon receiving written authorization to proceed. Payment is due no more than sixty (60) days following receipt of our monthly invoices unless the provisions of our contract set forth an alternate schedule. We appreciate this opportunity to provide you with our services and we look forward to working with you on this project. If the above work scope and associated costs are acceptable, please return an authorized copy of this proposal to our attention by email to lkunkel@thethrashergroup.com.

If you have any questions regarding this proposal, please do not hesitate to contact me at (304) 423-5298.

Sincerely,
THE THRASHER GROUP, Inc.

Lafe Kunkel, WV LRS
Project Manager

THE THRASHER GROUP, Inc.

Stephanie A. Warino, WV LRS, P.G.
Environmental Division Leader

Enclosure: Terms and Conditions

TERMS AND CONDITIONS

Let it be known that, "Consultant" means The Thrasher Group, Inc. "Client" means Client and your successions or assigns.

Period of Performance: Services provided under this Work Order are proposed to be completed within a reasonable amount of time from execution of this document, unless a separate schedule is attached.

Payment: Client will be billed monthly for Services provided under Work Order. Invoices shall be payable within thirty (30) days of receipt of invoice. Client agrees to pay a 1.5% per month late payment charge after thirty (30) days. Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within seven (7) days of the date of the invoice.

In the event of nonpayment of the account within sixty (60) days after invoices are rendered, Consultant shall have the right to cease all further Services on the project and pursue legal methods of collection.

Existing Information and Subsurface Conditions: Client will provide Consultant with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities or structures, all upon which we can rely.

Hazardous Materials: If hazardous materials are discovered at the project site, Consultant can terminate our obligations under this Agreement.

Limitations on Liability: Consultant's liability, and the liability of the Consultant's employees and/or subcontractors to the Client for damages arising from service provided or from the Agreement shall be limited for any and all claims, losses, costs, damages, and expenses including attorney's fees and cost for expert witness fees to the Consultant's total fee for services received under this Agreement.

Insurance: Consultant shall maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which Client has an insurable interest. Client and Consultant waive any claims against each other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

Mediation: Prior to any litigation, arbitration or other proceeding, Client and Consultant shall attempt to mediate any dispute arising from services provided under this Agreement. The American Arbitration Association will conduct the mediation, unless otherwise agreed. Client and Consultant will equally share all fees and costs of mediation.

Termination: Client or Consultant may terminate this Agreement for convenience by giving fourteen (14) days written notice, or may terminate this Agreement for cause by giving seven (7) days written notice. If this Agreement is terminated by Client, Client shall pay Consultant, in addition to any other compensation due under this Agreement, any amount incurred by Consultant in performing services, in preparing to perform services, and in orderly terminating Services.

Full and Final Agreement: This Agreement is the full and final agreement between Client and Consultant, supersedes any prior agreements, and may not be modified except by in writing executed by both Client

and Consultant. Should no action be taken by Client within 90 days of the date of submission, this proposal shall be considered null and void.

INDEMNIFICATION

Subject to Limitations of Liability, Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the client harmless from damage or liability to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from damage or liability to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors, or consultants or anyone for whom the client is legally liable and arising from the project that is the subject of this Agreement.

Neither Party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

STANDARD OF CARE

Consultant shall provide its services pursuant to the Agreement in accordance with current, accepted professional standards, appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Agreement, Consultant makes no express or implied warranty of any sort. All warranties including warranty or merchantability or warrant of fitness for a particular purpose, are expressly disclaimed.

ACCEPTANCE

Upon reviewing this Agreement, should Client find all matters satisfactory, this Agreement shall be considered a binding contract which shall be signed by authorized representatives of Client and Consultant. Signing and returning this agreement shall be considered as a notice to proceed for Consultant to commence work on the project and constitutes acceptance of the Terms and Conditions of this Agreement without modification, addition, or deletion.

CLIENT

Signature: _____

Name: Rod Hedrick

Title: Commissioner

Date: 3-17-20