



CHARLESTON LAND REUSE AGENCY

Tuesday, November 5, 2019

2:00 PM

AV Room #308

Agenda

- 1. Welcome and Introductions**
- 2. Review and Adoption of Bylaws**
attachment
- 3. Overview of Funds in CLRA Account**
- 4. Potential Jones property donation**
attachment
- 5. Potential donation of 1238 Washington Street West**
- 6. Discussion of property sold to state and upcoming County tax sale**
- 7. Overview of legislative priorities**
- 8. Setting date, time, and location for standing monthly meetings**
- 9. Any other business**
- 10. Adjournment**
- 11. THIS AGENDA WAS AMENDED 10-29-2019**

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**

CHARLESTON LAND REUSE AGENCY
Charleston, West Virginia
BYLAWS

Adopted November 5, 2019

I. PREAMBLE AND PURPOSE.

Pursuant to the authority granted by the Charleston City Council through Ordinance No. 7829 on August 19, 2019, and under the authority of West Virginia Code Chapter 31, Article 18E, the Charleston Land Reuse Agency (“CLRA”) was created and held its inaugural meeting on November 5, 2019. The CLRA has the stated purpose of promoting the productive use of property by identifying available properties suitable for public space, conservation, housing, and commercial use; and pursuing the acquisition, management, inventory, and disposition of those properties, according to the authority granted by state law and city code. These bylaws shall serve as further guidance to the CLRA and may be amended from time to time as stated herein.

II. BOARD OF DIRECTORS AND OFFICERS.

The CLRA Board of Directors (the “Board”) is composed of seven members. The members of the Board shall select annually from among their members the following officers: Chair, Vice Chair, Secretary, and Treasurer. The initial selection shall occur following the adoption of these bylaws and each subsequent selection shall occur on the first meeting of the Board in each fiscal year.

III. REQUIRED RULES.

As required by West Virginia Code §31-18E-5, the CLRA establishes the following rules:

(1) *Duties of officers.* The CLRA officers shall have the following duties:

- **Chair.** The Chair shall supervise all business and affairs of the CLRA, and shall be responsible for calling meetings, setting the agenda, presiding at the meetings, and any other duties granted by the CLRA.
- **Vice Chair.** The Vice Chair shall be responsible for all duties of the Chair in the absence of the Chair. In addition, the Vice Chair shall be responsible for coordinating reports during the meeting from the redevelopment division and conservation division of the CLRA.
- **Secretary.** The Secretary shall be responsible for keeping minutes of each meeting and ensuring the meetings comply with the posted agenda.
- **Treasurer.** The Treasurer shall be responsible for providing a financial report at each meeting and coordinate with the City’s Finance Director for all required financial reports.

(2) *Attendance and participation of members at regular and special meetings.* It shall be the responsibility of members to attend and participate as much as possible in all

regular and special meetings. The CLRA recognizes that members have other responsibilities and, therefore, may miss a meeting occasionally. However, with only seven members, it is critical for the business of the CLRA that members attend as much as possible. If a member is absent from three consecutive regular meetings, the CLRA shall discuss removal options pursuant to rule (3), below.

(3) *Removal procedure.* Any member may be removed from their position as an officer by a majority vote of the other members present for failure to comply with any rule. A member of the general public or a member of city council may be removed from the CLRA for failure to comply with any rule by a majority vote of the entire board membership (i.e., four votes are required).

(4) *Conduct.* The CLRA Board members shall conduct themselves in a professional manner both during meetings and outside of meetings. The Board members are subject to the West Virginia Ethics Act, Chapter 6B of the Code of West Virginia. In addition, if any Board member has a conflict of interest with any matter before the Board, it is the duty of the member to recuse themselves from the discussion on that matter.

IV. MEETINGS.

Regular meetings of the Board shall be held as determined by the Board, but no less frequently than quarterly at such places and times as shall be stated in the notice of the meeting posted on the City of Charleston website with the assistance of the Charleston Clerk's Office.

Special meetings may be called by the Board Chair or shall be called by the Secretary within ten days of a written request signed by the majority of the Board members sent to the Secretary and Clerk of the City of Charleston. Any such written request shall include the agenda for the special meeting. If the Secretary fails to call a meeting upon within ten days lawful written request, the Clerk of the City of Charleston shall notice the meeting. For purposes of these Bylaws, a member's signature may be evidenced by a written signature, a facsimile of a written signature, or an electronic signature.

Notice of meetings shall be provided to all members electronically by the Chair and shall be posted by the Clerk of the City of Charleston in a manner consistent with City Council meeting postings.

V. VOTING.

Members must be present in person in order to vote. Members may not vote by proxy, but the Mayor, City Manager, and City Attorney are permitted to send a designee to meetings (as authorized by City Code) who shall carry out the responsibilities of their designor.

An action of the board must be approved by the affirmative vote of a majority of the board present and voting, except in the following circumstances where a majority of the entire board membership: (1) Adoption or amendment of these bylaws; (2) Adoption of additional

rules related to Section III of these bylaws; (3) hiring or firing of an employee or contractor of the land reuse agency or delegating that authority to a specified officer or committee of the CLRA; (4) incurring of debt; (5) adoption or amendment of an annual budget; and (6) sale, lease, encumbrance or alienation of real property or personal property with a value of more than \$50,000.

Notwithstanding the preceding paragraph, a resolution to dissolve the CLRA must be approved by two-thirds of the entire board membership.

A member may request a recorded vote on any resolution or action of the CLRA.

VI. EXECUTIVE SESSION.

The Board may be called into Executive Session in the course of any meeting by vote of the majority of those members present, when and as permitted by the West Virginia Open Governmental Proceedings Act. The Executive Session will be limited to Directors and legal counsel, if any, and such persons invited by the motion approved by vote of the majority of those members present to enter executive session.

VI. PUBLIC INPUT.

In addition to the public members of the Board, the residents of Charleston shall have an opportunity to provide written or oral input into all decisions of the CLRA at the regular meetings held by the CLRA. In addition, any employees of the CLRA shall generally be available to answer resident questions and receive input.

The CLRA shall also hold at least two public meetings per year in a Charleston neighborhood where it listens to resident concerns and suggestions without a specific agenda of the CLRA.

VII. CONTRACTS AND OTHER BINDING DOCUMENTS.

In order to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the CLRA, the document shall be executed by and for the CLRA by the signature of (1) the chair or vice chair of the CLRA; and (2) the secretary or treasurer of the CLRA.

VIII. ANNUAL AUDIT.

The CLRA fiscal year runs with the City of Charleston's fiscal year from July 1 through June 30 of the following year. The CLRA shall annually, within one hundred twenty days after the end of the fiscal year, submit an audit of income and expenditures, together with a report of its activities for the preceding year, to the Charleston City Council and the West Virginia Housing Development Fund.

IX. ORDER OF BUSINESS.

For regular meetings of the CLRA following the adoption of these bylaws, the order of business shall be as follows (along with any additional information or clarifications made on the posted agenda):

- 1. Welcome and silent roll call
- 2. Adoption of minutes of previous meeting
- 3. Public comment
- 4. Report of Treasurer, Vice Chair, and Chair
- 5. Report of Redevelopment Division
- 6. Report of Conservation Division
- 7. Unfinished Business
- 8. New Business
- 9. Adjournment

X. COORDINATION WITH OTHER CITY DEPARTMENTS.

The CLRA shall strive to coordinate with other City of Charleston departments, including but not limited to the Planning Department, Building Commission, and Mayor’s Office of Community and Economic Development (the directors of which are *non-voting ex officio* members of the CLRA). In addition, the CLRA shall work with City of Charleston departments to assist in coordination and facilitation of other city ordinances, including but not limited to the vacant structures registry, rental registration requirements, and other ordinances regarding property usage.

Where existing and duly adopted comprehensive, community, and economic redevelopment plans exist the CLRA shall strive to incorporate the goals and findings of these reports, where practical and useful to its work.

Execution

These bylaws are hereby approved and adopted by the Charleston Land Reuse Agency on this 5th day of November, 2019.

Charleston Land Reuse Agency

_____ By: Its: Chair	And	_____ By: Its: Secretary
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This Deed made this ____ day of September, 2019, by and among CALLEN JONES MCJUNKIN, INDIVIDUALLY AND AS CO-TRUSTEE OF THE HERBERT E. JONES, JR. FAMILY SHARE TRUST, and CHRISTINE JONES HUBER, INDIVIDUALLY AND AS CO-TRUSTEE OF THE HERBERT E. JONES, JR. FAMILY SHARE TRUST, and CALLEN JONES MCJUNKIN, INDIVIDUALLY AND AS CO-TRUSTEE OF THE GLORIA CALLEN JONES REVOCABLE INTER VIVOS TRUST, and CHRISTINE JONES HUBER, INDIVIDUALLY AND AS CO-TRUSTEE OF THE GLORIA CALLEN JONES REVOCABLE INTER VIVOS TRUST, parties of the first part, and herein collectively referred to as "Grantor;" and the CITY OF CHARLESTON, party of the second part, herein "Grantee."

WITNESSETH:

That for valuable consideration and the desire of Grantor to make a contribution to the well-being of the City of Charleston, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby GRANT and CONVEY unto the Grantee 65.14 acres of land, comprised of three adjoining tracts of 32.88 acres, 15.75 acres and 16.51 acres, together with the improvements thereon and the appurtenances thereunto belonging, situate in the City of Charleston, Charleston South Annex Tax District, Kanawha County, West Virginia, and being more particularly bounded and described as follows:

PARCEL I – Tax Map 35 Parcel 1, 32.88 Acres

BEGINNING at a concrete monument on the east line of Lot No. 28 Block "A" of Hampton Heights Subdivision, said point being the beginning corner of Parcel Twelve described in deed from Amherst Coal Company to Herbert E. Jones, Jr., and Charles T. Jones, dated July 20, 1981, and recorded in the office of the Clerk of the Kanawha County Commission in Deed Book 1982, page 416, and running thence from said beginning point with the easterly line of Hampton Heights Subdivision, being more particularly bounded and described as follows:

North 17° 57' 23" West 1,384.03 feet to a concrete monument on east line of Lot "A" Block "A" of Hampton Heights Subdivision; thence leaving Hampton Heights Subdivision and running, North 59° 22' 17" East, passing a poplar tree corner at common corner to Parcels Five and Twelve described in Deed Book 1982, page 416 at 18.48 feet and continuing on in the same straight line in all a distance of 275.08 feet to a concrete monument at common corner in Deed Book 1982, page 416, and a tract of land containing 32.26 acres presently owned by Herbert E. Jones, Jr., and Gloria C. Jones, being described in Deed Book 2090, page 40, thence running with the easterly line of Parcels Five and Nine described in Deed Book 1982, page 416, South 52° 48' 33" East passing a concrete monument at 161.00 feet at common corner to Parcels Five and Nine and continuing on in the same straight line in all a distance of 1,162.31 feet to a concrete monument with 40 inch White Oak pointer at southwesterly

corner of Herbert E. Jones, Jr., 32.26 acre tract, thence running with southeasterly of said 32.26 acre tract, North 49° 34' 32" East 1,218.29 feet to a concrete monument formerly a "T" Rail washed out thence running with part of Parcel One being described in Deed Book 1982, page 416, South 13° 06' 43" East 164.41 feet to a "T" Rail; thence South 47° 29' 30" East 263.86 feet to a 1/2-inch iron pipe in concrete; thence South 70° 36' 30" East 253.06 feet to a roof bolt inside of 1/2 inch iron pipe at forks of Creek, said point being located in northerly line of the 59.34 acre tract of land conveyed to Hampton Corporation (now East Ridge Subdivision) by deed dated October 8, 1986, recorded in Deed Book 2137, page 190; thence running with northerly line of Lots Nos. 17 and 18 of East Ridge Subdivision South 56° 12' 04" West 190.36 feet to a point at common corner of Lot 16 and 17 of East Ridge Subdivision; thence running with northerly line of Lot No. 16, South 41° 00' 00" West 137.00 feet to a point at common corner to Lots 15 and 16 of East Ridge Subdivision; thence with northerly line of Lot No. 15, South 68° 45' 00" West 107.00 feet to appoint in the northerly line of Lot No. 15; thence with part of northerly line of Lot No. 15, all of Lot No. 14, and part of Lot No. 13 South 49° 20' 00" West 172.00 feet to a point in the northerly line of Lot No. 13; thence running with northerly line of Lots Nos. 13, 12, 11 and part of Lot No. 10 of said subdivision; South 64° 10' 00" West 417.00 feet to a point in the northerly line of Lot No. 10; thence continuing with northerly line of lot No. 10; South 84° 10' 00" West 100.00 feet to appoint at common corner to Lots Nos 9 and 10; thence running with northerly line of Lot No. 9, South 66° 50' 00" West 134.00 feet to a concrete monument at a common corner to Parcel Seven described in Deed Book 1982, page 416; thence continuing with a northerly line of Lot No. 9 and part of Lot No. 8, South 44° 20' 49" West 83.10 feet to a 1/2 inch iron pin; thence continuing along a northerly line of Lot No. 8 and part of Lot No. 7, South 33° 31' 49" West 193.26 feet to a 3/4 inch iron pin in the northerly line of Lot 7; thence running with part of a northerly line of Lot No. 7 and part of Lot No. 6, South 33° 20' 49" West 172.00 feet to a 3/4 inch iron pin in northerly line of Lot No. 6; thence running with parts of northerly line of Lot No. 5 said point also being a common corner to Parcels Eleven and Twelve being described in Deed Book 1982, page 416; thence running with part of northerly line of Lot No. 5 and all of the northerly lines of Lots 4, 3, 2, and 1 of East Ridge and the southerly line of Parcel Twelve, South 50° 55' 03" West 544.21 feet to a point of beginning, containing 32.88 acres, more or less, as more fully shown upon that certain plat made by David E. Thomas, L. L. S. of Field Surveying Company, Inc., dated the 14th day of February, 1996.

Being the same property an undivided 1/2 interest in which was conveyed to Herbert E. Jones by Deed dated July 20, 1981, and of record in the said Clerk's Office in Deed Book 1982, page 416. The said Herbert E. Jones died, testate, on July 8, 2010, and by the terms of his Last Will and Testament dated September 6, 2007, and of record in the said Clerk's Office in Will Book 818, page 837, Herbert E. Jones, Jr., devised the residue of his property, including this undivided 1/2 interest to the Trustees named

under the Herbert E. Jones, Jr., Revocable Trust dated September 6, 2007, and subsequently conveyed by Deed dated October 13, 2011, recorded December 8, 2011, of record in the aforesaid Clerk's Office in Deed Book 2807, page 324, by Callen Jones McJunkin and Christine Jones Huber, Co-Trustees of the Herbert E. Jones Jr., Revocable Inter Vivos Trust conveyed the Herbert E. Jones, Jr., Family Share Trust, the Trustees of which are the Grantors herein.

The remaining undivided 1/2 interest was conveyed to Herbert E. Jones, Jr., and Gloria C. Jones, husband and wife, as joint tenants with the right of survivorship, by Deed dated December 20, 1996, of record in the said Clerk's Office in Deed Book 2463, page 464. The said Herbert E. Jones, Jr., died July 8, 2010, and pursuant to the survivorship clause contained in the said deed, Gloria C. Jones, became vested with the entire undivided 1/2 interest conveyed in the said 1996 deed. The said Gloria C. Jones died, testate, on September 9, 2016, and by the terms of her Last Will and Testament dated September 6, 2007, recorded September 13, 2016, of record in the aforesaid Clerk's office in Will Book 903, page 153, Gloria C. Jones devised all the rest, residue and remainder of her estate, including the said undivided 1/2 interest, to the Trustees named under the Gloria Callen Jones Revocable Inter Vivos Trust dated September 6, 2007, the Trustees of which are the Grantors herein.

PARCEL II and PARCEL III – Tax Map 25 Parcel 1, 16-51/100 Acres and Tax Map 36 Parcel 15, 15-3/4 Acres

Beginning at an old concrete monument on the south right of way line of the Loudon Heights Road and the northeast corner of Lot 6 of the Chafon Place subdivision; thence leaving said subdivision and with the south right of way line of Loudon Heights Rd;

Thence North 39° 44' 26" East 129.92 feet to a concrete monument;

Thence North 41° 36' 45" East 29.04 feet to a concrete monument;

Thence North 47° 58' 14" East 49.96 feet to a concrete monument;

Thence North 54° 52' 40" East 49.71 feet to a 3/4" iron pipe;

Thence North 62° 47' 23" East 50.40 feet to a 3/4" iron pipe;

Thence North 67° 04' 04" East 49.76 feet to a 3/4" iron pipe;

Thence North 67° 17' 04" East 50.06 feet to a 3/4" iron pipe;

Thence North 66° 21' 12" East 49.88 feet to a 3/4" iron pipe;

Thence North 62° 58' 24" East 50.13 feet to a 3/4" iron pipe;

Thence North 58° 27' 18" East 50.20 feet to a 3/4" iron pipe;

Thence North 54° 45' 25" East 132.83 feet to a 3/4" iron pipe;

Thence North 56° 31' 51" East 21.26 feet to a 3/4" iron pipe;

Thence North 59° 50' 46" East 49.86 feet to a 3/4" iron pipe;

Thence North 64° 48' 43" East 49.82 feet to a concrete monument:

Thence North 69° 03' 10" East 46.44 feet to a concrete monument located on the northwest corner of the Charbonniez Lot; thence leaving Loudon Heights Road and with the Charbonniez lot;

Thence South 0° 06' 16" East 104.00 feet to a concrete monument located at the southwest corner of the Charbonniez Lot; thence continuing with the Charbonniez Lot;

Thence South 75° 57' 28" East 160.00 feet to a concrete monument being the southeast corner of the Charbonniez Lot and a point in the line of Lot 10 of the Jannie Louhoff subdivision, thence leaving the Charbonniez lot and with Lot 10;

Thence South 7° 19' 09" East 16.20 feet to a concrete monument in the southwest corner of the Lot 10; thence with the back line of Lot 10 and a 16' alley;

Thence North 63° 41' 20" East 368.12 feet to a concrete monument, passing a concrete monument at 200 feet in the root of a 16-foot wild cherry; thence down the right fork of Lick Branch and leaving the 16-foot alley and with seven of the back lines of the Nellie R. Chilton property; said Chilton property fronting on Thomas Circle;

Thence South 1° 46' 07" West 108.52 feet to a concrete monument in the Branch;

Thence South 12° 37' 18" West 74.52 feet to a 2" iron pipe in the Branch

Thence South 29° 56' 18" West 95.50 feet to a 2" iron pipe on west side of Branch;

Thence South 34° 36' 18" West 108.60 feet to a concrete monument on west side of Branch

Thence South 20° 18' 42" East 145.00 feet to a "T" Rail at the intersection of two hollows;

Thence South 67° 48' 42" East 37.00 feet to a concrete monument in the Branch;

Thence South 33° 43' 42" East 216.50 feet to a concrete monument on a high point on the east side of Branch and being a common corner between Chilton and Arthur A. Abplanalp, Sr.; thence leaving the Chilton property and continuing down the Branch;

Thence South 40° 42' 56" East 200.34 feet to a concrete monument ("T" Rail called for is now gone) in the Branch; thence leaving the Abplanalp property and with the property owned jointly by Herbert E. Jones, Jr., and Charles T. Jones;

Thence South 49° 34' 32" West 1,218.29 feet to a concrete monument on west side of an old road bed and east side of a Branch and on the east side

of 40" White Oak pointer, passing a 2" iron pipe at 783.29 feet on top of a ridge;

Thence North 52° 48' 33" West 779.81 feet to a concrete monument of west side of an old road bed (passing a concrete monument at 618.81 feet) being a point in the south line of Lot 7 of Chafton Place; thence leaving the jointly owned property of the Jones' property and with the Chafton Place subdivision;

Thence North 59° 22' 17" East 392.70 feet to a concrete monument near top of ridge and being one of the corners to Lot 5 of Chafton Place;

Thence North 8° 07' 40" East 61.15 feet to a concrete monument on top of ridge, being another corner of Lot 5;

Thence North 25° 36' 01" West 468.60 feet to the point of beginning, passing, a concrete monument at 667.50 feet (common corner to Lot 5 and 6), containing 32.26 acres, more or less, according to a survey made by L. G. Sturgill, LLC of Stag Engineering Services, Inc., and being all of Parcel 3 and part of Parcel 1 of that real property conveyed to Herbert E. Jones, Jr., and Charles T. Jones, by Amherst Coal Company and recorded in Kanawha County Clerk's Office in Deed Book 1982, page 416

Being the same property conveyed unto Herbert E. Jones, Jr., and Gloria Callen Jones, his wife, as joint tenants with rights of survivorship by Deed dated December 19, 1984, recorded April 16, 1985, of record in Deed Book 2090, page 40.

The said Herbert E. Jones, Jr., died July 8, 2010, and pursuant to the survivorship clause contained in the said deed, Gloria C. Jones, became vested with the entire interest. The said Gloria C. Jones died, testate, on September 9, 2016, and by the terms of her Last Will and Testament dated September 6, 2007, recorded September 13, 2016, of record in the said Clerk's office in Will Book 903, page 153, Gloria C. Jones devised all the rest, residue and remainder of her estate, including the tracts of 15.75 acres and 16.51 acres, to the Trustees named under the Gloria Callen Jones Inter Vivos Trust dated September 6, 2007, the Trustees of which are the Grantors herein.

The property conveyed herein is to be known, and is hereinafter referred to, as the "The Herbert and Gloria Jones Woodlands.",

This conveyance is made for the exclusive purpose of conserving and preserving the natural and wooded setting and for creating a passive recreation area on The Herbert and Gloria Jones Woodlands, and, accordingly, there is hereby IMPOSED, CREATED, AND RESERVED on the property a perpetual restriction and conservation easement running with the land, so that The Herbert and Gloria Jones Woodlands shall be maintained in a natural and wooded condition and may be used only for passive recreational purposes. In order to carry out this purpose and to define the uses of the property, Grantee is expressly authorized to employ good forestry practices in maintaining the trees, to cut, trim, and plant trees and other plants, shrubs and flowers as are determined to be desirable, to eliminate invasive vines and plants, to thin-out undesirable growth, to landscape and beautify the property, to construct and maintain trails for hiking, biking, jogging, horseback riding and similar recreational uses, to maintain all utilities and to construct new utilities as necessary to serve adjacent properties, to maintain drains and storm water control facilities, to install a small box on a pedestal for a little library, to provide for off-road parking

adjacent to public roads, and to take such other actions and protections as are consistent with the purposes and uses expressed herein. No dwellings or other buildings may be constructed on the said property, except only such sheds or barns as may be desirable for the uses and purposes expressed herein. No motorized vehicles shall be permitted on the property, except only as reasonably necessary for the purposes stated herein.

Grantors reserve the right to install a sign naming the property and honoring Herbert and Gloria Jones and to landscape the entrance and any sign erected, In addition, Grantors reserve for the lives of Christine Jones Huber, Callen Jones McJunkin, Adelyn Jones and Herbert Jones, Jr., the right to adopt a plan for plantings, landscaping, trails and other improvements and uses consistent with the conservation purposes stated herein and to approve any such plans proposed by Grantee.

The parties hereto do hereby declare that the transfer made by this deed is exempt from the excise tax on the privilege of transferring real property because it is a transfer to the City of Charleston, a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, Callen Jones McJunkin, Individually And As Co-Trustee Of The Herbert E. Jones, Jr. Family Share Trust, And Christine Jones Huber, Individually And As Co-Trustee Of The Herbert E. Jones, Jr. Family Share Trust, And Callen Jones McJunkin, Individually And As Co-Trustee Of The Gloria Callen Jones Revocable Inter Vivos Trust, And Christine Jones Huber, Individually And As Co-Trustee Of The Gloria Callen Jones Revocable Inter Vivos Trust has caused this deed to be executed by an officer who is duly authorized therefor.

Execution Pages Follow

Callen Jones McJunkin, Individually and as Co-
Trustee to the Herbert E. Jones, Jr. Family Share
Trust and Co-Trustee of the Gloria Callen Jones
Revocable Inter Vivos Trust

State of West Virginia)
 (To-Wit:
County of Kanawha)

I, _____, a Notary Public in and for said County and State, do
hereby certify that the Grantor, Callen Jones McJunkin, Individually and as Co-Trustee to the
Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable
Inter Vivos Trust, whose name is affixed as subscribing witnesses to the foregoing document
bearing the ____ day of June, 2019, have this day acknowledged the same before me in said
County.

Given under my hand this the ____ day of _____, 2019.

My Commission expires: _____

Notary Public

Christine Jones Huber, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust

State of West Virginia)
 (To-Wit:
County of Kanawha)

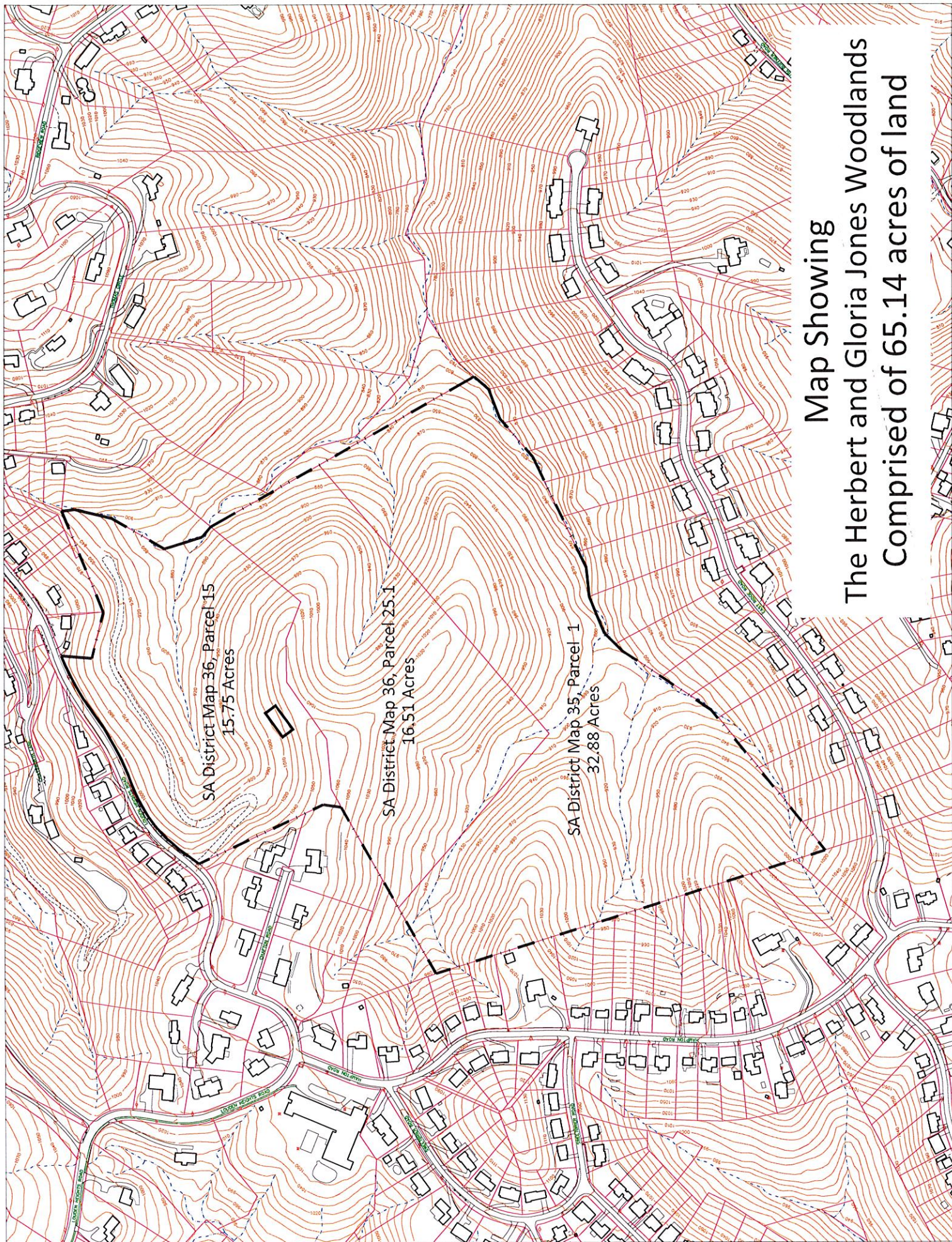
I, _____, a Notary Public in and for said County and State, do hereby certify that the Grantor, Christine Jones Huber, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust, whose name is affixed as subscribing witnesses to the foregoing document bearing the ____ day of June, 2019, have this day acknowledged the same before me in said County.

Given under my hand this the ____ day of _____, 2019.

My Commission expires: _____

Notary Public

This Deed prepared by:
J. Thomas Lane
Bowles Rice LLP
600 Quarrier Street
Charleston, WV 25301



Map Showing
The Herbert and Gloria Jones Woodlands
Comprised of 65.14 acres of land



This Deed made this ____ day of September, 2019, by and among CALLEN JONES MCJUNKIN, INDIVIDUALLY AND AS CO-TRUSTEE OF THE HERBERT E. JONES, JR. FAMILY SHARE TRUST, and CHRISTINE JONES HUBER, INDIVIDUALLY AND AS CO-TRUSTEE OF THE HERBERT E. JONES, JR. FAMILY SHARE TRUST, and CALLEN JONES MCJUNKIN, INDIVIDUALLY AND AS CO-TRUSTEE OF THE GLORIA CALLEN JONES REVOCABLE INTER VIVOS TRUST, and CHRISTINE JONES HUBER, INDIVIDUALLY AND AS CO-TRUSTEE OF THE GLORIA CALLEN JONES REVOCABLE INTER VIVOS TRUST, parties of the first part, and herein collectively referred to as “Grantor;” and the CITY OF CHARLESTON, party of the second part, herein “Grantee.”

WITNESSETH:

That for valuable consideration and the desire of Grantor to make a contribution to the well-being of the City of Charleston, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby GRANT and CONVEY unto the Grantee 65.14 acres of land, comprised of three adjoining tracts of 32.88 acres, 15.75 acres and 16.51 acres, together with the improvements thereon and the appurtenances thereunto belonging, situate in the City of Charleston, Charleston South Annex Tax District, Kanawha County, West Virginia, and being more particularly bounded and described as follows:

PARCEL I – Tax Map 35 Parcel 1, 32.88 Acres

BEGINNING at a concrete monument on the east line of Lot No. 28 Block “A” of Hampton Heights Subdivision, said point being the beginning corner of Parcel Twelve described in deed from Amherst Coal Company to Herbert E. Jones, Jr., and Charles T. Jones, dated July 20, 1981, and recorded in the office of the Clerk of the Kanawha County Commission in Deed Book 1982, page 416, and running thence from said beginning point with the easterly line of Hampton Heights Subdivision, being more particularly bounded and described as follows:

North 17° 57’ 23” West 1,384.03 feet to a concrete monument on east line of Lot “A” Block “A” of Hampton Heights Subdivision; thence leaving Hampton Heights Subdivision and running, North 59° 22’ 17” East, passing a poplar tree corner at common corner to Parcels Five and Twelve described in Deed Book 1982, page 416 at 18.48 feet and continuing on in the same straight line in all a distance of 275.08 feet to a concrete monument at common corner in Deed Book 1982, page 416, and a tract of land containing 32.26 acres presently owned by Herbert E. Jones, Jr., and Gloria C. Jones, being described in Deed Book 2090, page 40, thence running with the easterly line of Parcels Five and Nine described in Deed Book 1982, page 416, South 52° 48’ 33” East passing a concrete monument at 161.00 feet at common corner to Parcels Five and Nine and continuing on in the same straight line in all a distance of 1,162.31 feet to a concrete monument with 40 inch White Oak pointer at southwesterly

corner of Herbert E. Jones, Jr., 32.26 acre tract, thence running with southeasterly of said 32.26 acre tract, North 49° 34' 32" East 1,218.29 feet to a concrete monument formerly a "T" Rail washed out thence running with part of Parcel One being described in Deed Book 1982, page 416, South 13° 06' 43" East 164.41 feet to a "T" Rail; thence South 47° 29' 30" East 263.86 feet to a 1/2-inch iron pipe in concrete; thence South 70° 36' 30" East 253.06 feet to a roof bolt inside of 1/2 inch iron pipe at forks of Creek, said point being located in northerly line of the 59.34 acre tract of land conveyed to Hampton Corporation (now East Ridge Subdivision) by deed dated October 8, 1986, recorded in Deed Book 2137, page 190; thence running with northerly line of Lots Nos. 17 and 18 of East Ridge Subdivision South 56° 12' 04" West 190.36 feet to a point at common corner of Lot 16 and 17 of East Ridge Subdivision; thence running with northerly line of Lot No. 16, South 41° 00' 00" West 137.00 feet to a point at common corner to Lots 15 and 16 of East Ridge Subdivision; thence with northerly line of Lot No. 15, South 68° 45' 00" West 107.00 feet to appoint in the northerly line of Lot No. 15; thence with part of northerly line of Lot No. 15, all of Lot No. 14, and part of Lot No. 13 South 49° 20' 00" West 172.00 feet to a point in the northerly line of Lot No. 13; thence running with northerly line of Lots Nos. 13, 12, 11 and part of Lot No. 10 of said subdivision; South 64° 10' 00" West 417.00 feet to a point in the northerly line of Lot No. 10; thence continuing with northerly line of lot No. 10; South 84° 10' 00" West 100.00 feet to appoint at common corner to Lots Nos 9 and 10; thence running with northerly line of Lot No. 9, South 66° 50' 00" West 134.00 feet to a concrete monument at a common corner to Parcel Seven described in Deed Book 1982, page 416; thence continuing with a northerly line of Lot No. 9 and part of Lot No. 8, South 44° 20' 49" West 83.10 feet to a 1/2 inch iron pin; thence continuing along a northerly line of Lot No. 8 and part of Lot No. 7, South 33° 31' 49" West 193.26 feet to a 3/4 inch iron pin in the northerly line of Lot 7; thence running with part of a northerly line of Lot No. 7 and part of Lot No. 6, South 33° 20' 49" West 172.00 feet to a 3/4 inch iron pin in northerly line of Lot No. 6; thence running with parts of northerly line of Lot No. 5 said point also being a common corner to Parcels Eleven and Twelve being described in Deed Book 1982, page 416; thence running with part of northerly line of Lot No. 5 and all of the northerly lines of Lots 4, 3, 2, and 1 of East Ridge and the southerly line of Parcel Twelve, South 50° 55' 03" West 544.21 feet to a point of beginning, containing 32.88 acres, more or less, as more fully shown upon that certain plat made by David E. Thomas, L. L. S. of Field Surveying Company, Inc., dated the 14th day of February, 1996.

Being the same property an undivided 1/2 interest in which was conveyed to Herbert E. Jones by Deed dated July 20, 1981, and of record in the said Clerk's Office in Deed Book 1982, page 416. The said Herbert E. Jones died, testate, on July 8, 2010, and by the terms of his Last Will and Testament dated September 6, 2007, and of record in the said Clerk's Office in Will Book 818, page 837, Herbert E. Jones, Jr., devised the residue of his property, including this undivided 1/2 interest to the Trustees named

under the Herbert E. Jones, Jr., Revocable Trust dated September 6, 2007, and subsequently conveyed by Deed dated October 13, 2011, recorded December 8, 2011, of record in the aforesaid Clerk's Office in Deed Book 2807, page 324, by Callen Jones McJunkin and Christine Jones Huber, Co-Trustees of the Herbert E. Jones Jr., Revocable Inter Vivos Trust conveyed the Herbert E. Jones, Jr., Family Share Trust, the Trustees of which are the Grantors herein.

The remaining undivided 1/2 interest was conveyed to Herbert E. Jones, Jr., and Gloria C. Jones, husband and wife, as joint tenants with the right of survivorship, by Deed dated December 20, 1996, of record in the said Clerk's Office in Deed Book 2463, page 464. The said Herbert E. Jones, Jr., died July 8, 2010, and pursuant to the survivorship clause contained in the said deed, Gloria C. Jones, became vested with the entire undivided 1/2 interest conveyed in the said 1996 deed. The said Gloria C. Jones died, testate, on September 9, 2016, and by the terms of her Last Will and Testament dated September 6, 2007, recorded September 13, 2016, of record in the aforesaid Clerk's office in Will Book 903, page 153, Gloria C. Jones devised all the rest, residue and remainder of her estate, including the said undivided 1/2 interest, to the Trustees named under the Gloria Callen Jones Revocable Inter Vivos Trust dated September 6, 2007, the Trustees of which are the Grantors herein.

PARCEL II and PARCEL III – Tax Map 25 Parcel 1, 16-51/100 Acres and Tax Map 36 Parcel 15, 15-3/4 Acres

Beginning at an old concrete monument on the south right of way line of the Louden Heights Road and the northeast corner of Lot 6 of the Chafon Place subdivision; thence leaving said subdivision and with the south right of way line of Louden Heights Rd;

Thence North 39° 44' 26" East 129.92 feet to a concrete monument;

Thence North 41° 36' 45" East 29.04 feet to a concrete monument;

Thence North 47° 58' 14" East 49.96 feet to a concrete monument;

Thence North 54° 52' 40" East 49.71 feet to a 3/4" iron pipe;

Thence North 62° 47' 23" East 50.40 feet to a 3/4" iron pipe;

Thence North 67° 04' 04" East 49.76 feet to a 3/4" iron pipe;

Thence North 67° 17' 04" East 50.06 feet to a 3/4" iron pipe;

Thence North 66° 21' 12" East 49.88 feet to a 3/4" iron pipe;

Thence North 62° 58' 24" East 50.13 feet to a 3/4" iron pipe;

Thence North 58° 27' 18" East 50.20 feet to a 3/4" iron pipe;

Thence North 54° 45' 25" East 132.83 feet to a 3/4" iron pipe;

Thence North 56° 31' 51" East 21.26 feet to a 3/4" iron pipe;

Thence North 59° 50' 46" East 49.86 feet to a 3/4" iron pipe;

Thence North 64° 48' 43" East 49.82 feet to a concrete monument;

Thence North 69° 03' 10" East 46.44 feet to a concrete monument located on the northwest corner of the Charbonniez Lot; thence leaving Loudon Heights Road and with the Charbonniez lot;

Thence South 0° 06' 16" East 104.00 feet to a concrete monument located at the southwest corner of the Charbonniez Lot; thence continuing with the Charbonniez Lot;

Thence South 75° 57' 28" East 160.00 feet to a concrete monument being the southeast corner of the Charbonniez Lot and a point in the line of Lot 10 of the Jannie Louhoff subdivision, thence leaving the Charbonniez lot and with Lot 10;

Thence South 7° 19' 09" East 16.20 feet to a concrete monument in the southwest corner of the Lot 10; thence with the back line of Lot 10 and a 16' alley;

Thence North 63° 41' 20" East 368.12 feet to a concrete monument, passing a concrete monument at 200 feet in the root of a 16-foot wild cherry; thence down the right fork of Lick Branch and leaving the 16-foot alley and with seven of the back lines of the Nellie R. Chilton property; said Chilton property fronting on Thomas Circle;

Thence South 1° 46' 07" West 108.52 feet to a concrete monument in the Branch;

Thence South 12° 37' 18" West 74.52 feet to a 2" iron pipe in the Branch

Thence South 29° 56' 18" West 95.50 feet to a 2" iron pipe on west side of Branch;

Thence South 34° 36' 18" West 108.60 feet to a concrete monument on west side of Branch

Thence South 20° 18' 42" East 145.00 feet to a "T" Rail at the intersection of two hollows;

Thence South 67° 48' 42" East 37.00 feet to a concrete monument in the Branch;

Thence South 33° 43' 42" East 216.50 feet to a concrete monument on a high point on the east side of Branch and being a common corner between Chilton and Arthur A. Abplanalp, Sr.; thence leaving the Chilton property and continuing down the Branch;

Thence South 40° 42' 56" East 200.34 feet to a concrete monument ("T" Rail called for is now gone) in the Branch; thence leaving the Abplanalp property and with the property owned jointly by Herbert E. Jones, Jr., and Charles T. Jones;

Thence South 49° 34' 32" West 1,218.29 feet to a concrete monument on west side of an old road bed and east side of a Branch and on the east side

of 40" White Oak pointer, passing a 2" iron pipe at 783.29 feet on top of a ridge;

Thence North 52° 48' 33" West 779.81 feet to a concrete monument of west side of an old road bed (passing a concrete monument at 618.81 feet) being a point in the south line of Lot 7 of Chafton Place; thence leaving the jointly owned property of the Jones' property and with the Chafton Place subdivision;

Thence North 59° 22' 17" East 392.70 feet to a concrete monument near top of ridge and being one of the corners to Lot 5 of Chafton Place;

Thence North 8° 07' 40" East 61.15 feet to a concrete monument on top of ridge, being another corner of Lot 5;

Thence North 25° 36' 01" West 468.60 feet to the point of beginning, passing, a concrete monument at 667.50 feet (common corner to Lot 5 and 6), containing 32.26 acres, more or less, according to a survey made by L. G. Sturgill, LLC of Stagg Engineering Services, Inc., and being all of Parcel 3 and part of Parcel 1 of that real property conveyed to Herbert E. Jones, Jr., and Charles T. Jones, by Amherst Coal Company and recorded in Kanawha County Clerk's Office in Deed Book 1982, page 416

Being the same property conveyed unto Herbert E. Jones, Jr., and Gloria Callen Jones, his wife, as joint tenants with rights of survivorship by Deed dated December 19, 1984, recorded April 16, 1985, of record in Deed Book 2090, page 40.

The said Herbert E. Jones, Jr., died July 8, 2010, and pursuant to the survivorship clause contained in the said deed, Gloria C. Jones, became vested with the entire interest. The said Gloria C. Jones died, testate, on September 9, 2016, and by the terms of her Last Will and Testament dated September 6, 2007, recorded September 13, 2016, of record in the said Clerk's office in Will Book 903, page 153, Gloria C. Jones devised all the rest, residue and remainder of her estate, including the tracts of 15.75 acres and 16.51 acres, to the Trustees named under the Gloria Callen Jones Inter Vivos Trust dated September 6, 2007, the Trustees of which are the Grantors herein.

The property conveyed herein is to be known, and is hereinafter referred to, as the "The Herbert and Gloria Jones Woodlands.",

This conveyance is made for the exclusive purpose of conserving and preserving the natural and wooded setting and for creating a passive recreation area on The Herbert and Gloria Jones Woodlands, and, accordingly, there is hereby IMPOSED, CREATED, AND RESERVED on the property a perpetual restriction and conservation easement running with the land, so that The Herbert and Gloria Jones Woodlands shall be maintained in a natural and wooded condition and may be used only for passive recreational purposes. In order to carry out this purpose and to define the uses of the property, Grantee is expressly authorized to employ good forestry practices in maintaining the trees, to cut, trim, and plant trees and other plants, shrubs and flowers as are determined to be desirable, to eliminate invasive vines and plants, to thin-out undesirable growth, to landscape and beautify the property, to construct and maintain trails for hiking, biking, jogging, horseback riding and similar recreational uses, to maintain all utilities and to construct new utilities as necessary to serve adjacent properties, to maintain drains and storm water control facilities, to install a small box on a pedestal for a little library, to provide for off-road parking

adjacent to public roads, and to take such other actions and protections as are consistent with the purposes and uses expressed herein. No dwellings or other buildings may be constructed on the said property, except only such sheds or barns as may be desirable for the uses and purposes expressed herein. No motorized vehicles shall be permitted on the property, except only as reasonably necessary for the purposes stated herein.

Grantors reserve the right to install a sign naming the property and honoring Herbert and Gloria Jones and to landscape the entrance and any sign erected. In addition, Grantors reserve for the lives of Christine Jones Huber, Callen Jones McJunkin, Adelyn Jones and Herbert Jones, Jr., the right to adopt a plan for plantings, landscaping, trails and other improvements and uses consistent with the conservation purposes stated herein and to approve any such plans proposed by Grantee.

The parties hereto do hereby declare that the transfer made by this deed is exempt from the excise tax on the privilege of transferring real property because it is a transfer to the City of Charleston, a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, Callen Jones McJunkin, Individually And As Co-Trustee Of The Herbert E. Jones, Jr. Family Share Trust, And Christine Jones Huber, Individually And As Co-Trustee Of The Herbert E. Jones, Jr. Family Share Trust, And Callen Jones McJunkin, Individually And As Co-Trustee Of The Gloria Callen Jones Revocable Inter Vivos Trust, And Christine Jones Huber, Individually And As Co-Trustee Of The Gloria Callen Jones Revocable Inter Vivos Trust has caused this deed to be executed by an officer who is duly authorized therefor.

Execution Pages Follow

Callen Jones McJunkin, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust

State of West Virginia)
 (To-Wit:
County of Kanawha)

I, _____, a Notary Public in and for said County and State, do hereby certify that the Grantor, Callen Jones McJunkin, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust, whose name is affixed as subscribing witnesses to the foregoing document bearing the ____ day of June, 2019, have this day acknowledged the same before me in said County.

Given under my hand this the ____ day of _____, 2019.

My Commission expires: _____

Notary Public

Christine Jones Huber, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust

State of West Virginia)
 (To-Wit:
County of Kanawha)

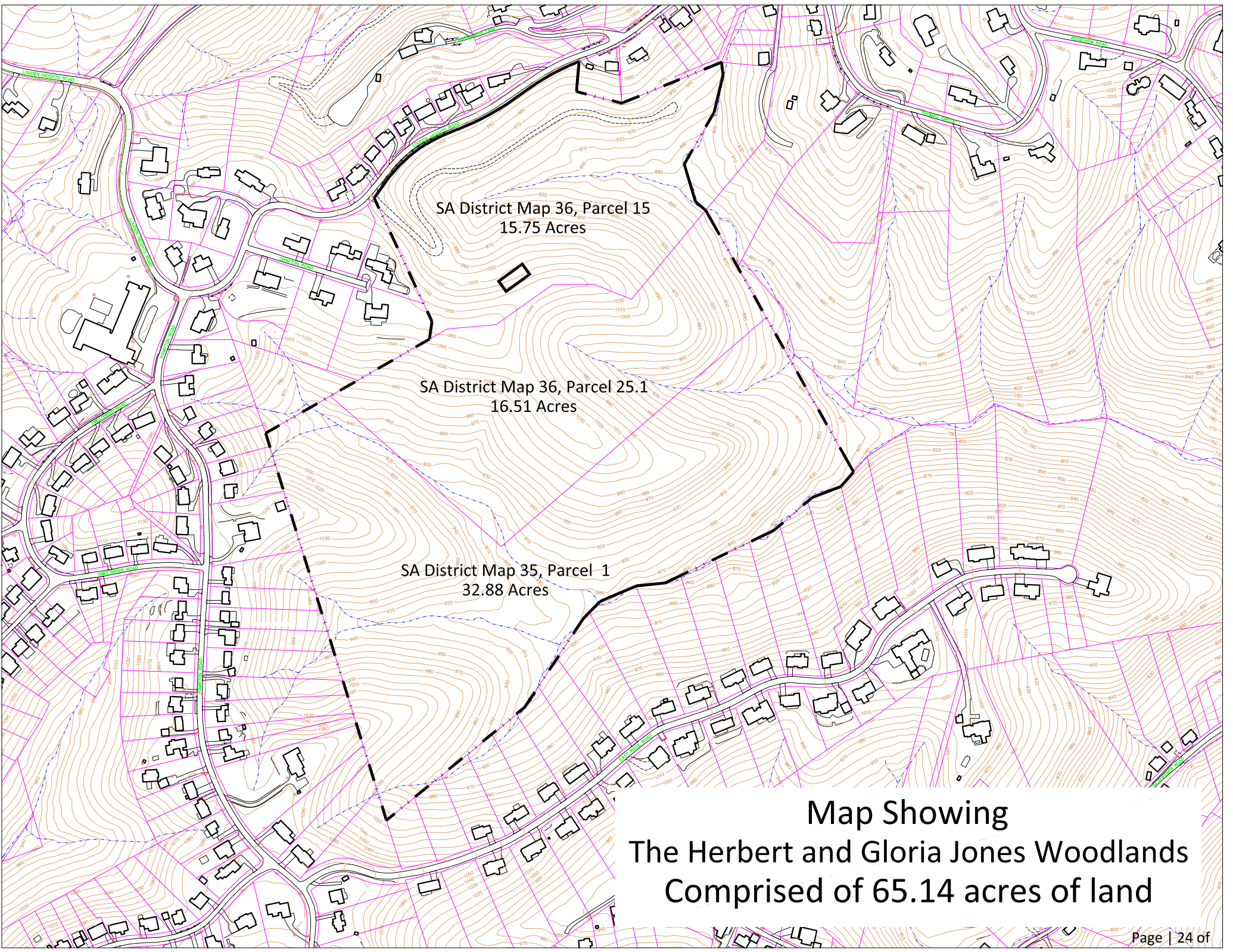
I, _____, a Notary Public in and for said County and State, do hereby certify that the Grantor, Christine Jones Huber, Individually and as Co-Trustee to the Herbert E. Jones, Jr. Family Share Trust and Co-Trustee of the Gloria Callen Jones Revocable Inter Vivos Trust, whose name is affixed as subscribing witnesses to the foregoing document bearing the ____ day of June, 2019, have this day acknowledged the same before me in said County.

Given under my hand this the ____ day of _____, 2019.

My Commission expires: _____

Notary Public

This Deed prepared by:
J. Thomas Lane
Bowles Rice LLP
600 Quarrier Street
Charleston, WV 25301



SA District Map 36, Parcel 15
15.75 Acres

SA District Map 36, Parcel 25.1
16.51 Acres

SA District Map 35, Parcel 1
32.88 Acres

Map Showing
The Herbert and Gloria Jones Woodlands
Comprised of 65.14 acres of land

