

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

SALES

Lead Warning Statement

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

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (*Check (i) or (ii) below*):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (*explain*).
.....
.....
.....
- (ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
.....
.....
.....
- (b) Records and reports available to the seller (*Check (i) or (ii) below*):
- (i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (*list documents below*).
.....
.....
.....
- (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
.....
.....
.....

Purchaser's Acknowledgment (*initial*)

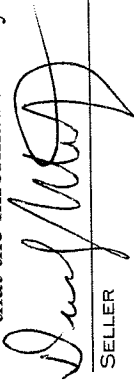
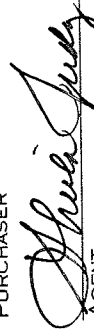
- (c) pbj Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) _____ Purchaser has (*check (i) or (ii) below*):
- (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (*initial*)

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

Certification of Accuracy

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

<u></u> SELLER	<u>3-18-14</u> DATE	_____ SELLER	_____ DATE
_____ PURCHASER	_____ DATE	_____ PURCHASER	_____ DATE
<u></u> AGENT	<u>3-18-14</u> DATE	_____ AGENT	_____ DATE



219/326
206/746

JOSEPH L. & SYLVIA P. BUTTS, et. ALS
289/143

CACAPON BLUFFS
SUBDIVISION
177/69
302/168
26.886 AC.

Loan Number: 7115755261

Date: JANUARY 25, 2012

Property Address: HC 60 BOX 113-4 C
POINTS, WEST VIRGINIA 25437

EXHIBIT "A"

LEGAL DESCRIPTION

All of that certain lot or parcel of real estate, with all improvements situate thereon, lying and being situate on the Little Cacapon River and County Route 3/3 and known as **Tract B**, containing **4.59 acres, more or less**, and being located in Gore District of Hampshire County, West Virginia, and being more particularly described on a Plat of Survey as prepared by Edward J. Mayhew, Professional Surveyor, dated December 7, 2009, which is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 488 at Page 173, and reference is hereby made to said plat for a more particular description of the real estate herein. Said real estate is depicted on the 2011 Hampshire County Land Books and being Tax Map 24, Parcel 20.

And being the same real estate containing 4.1333 acres, more or less, which upon resurvey was found to contain 4.59 acres, more or less, which was conveyed unto Dudley B. Whetzel, a married man as his sole and separate property, by deed of Elisabeth C. Brower, widow, dated December 11, 2009, recorded in the aforesaid Clerk's Office in Deed Book 487 at Page 629.

A.P.N. # : MAP 24 PARCEL 20

ELISABETH C. BROWER, widow

THIS DEED, made this 11th day of December, 2009, by and between Elisabeth C. Brower, widow, grantor, party of the first part, and, Dudley B. Whetzel, a married man as his sole and separate property, grantee, party of the second part,

TO: DEED

**DUDLEY B. WHETZEL,
a married man as his sole
and separate property**

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration deemed valid in law, receipt whereof being hereby acknowledged, the said party of the first part does, by these presents, grant and convey unto the said party of the second part, with covenants of General Warranty of Title, all of that certain lot or parcel of real estate, with all improvements situate thereon, lying and being situate on the Little Cacapon River and County Route 3/3 and known as **Tract B**, containing **4.133 acres, more or less**, and being located in Gore District of Hampshire County, West Virginia, and being more particularly described on a Plat of Survey as prepared by Stultz & Associates which is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Map Book 5 at Page 130, to which reference is now made.

And being the same real estate which was conveyed unto Elisabeth C. Brower and Michael J. Brower, her husband, by deed of Elisabeth C. Brower, formerly known as Elisabeth Cromwell-Brower, dated December 13, 2006, of record in the aforesaid Clerk's Office in Deed Book 461 at Page 86. And further being the same real estate in which full, fee simple title did vest in Elisabeth C. Brower upon the death of her husband, Michael J. Brower, on March 12, 2007, per the survivorship clause in said deed. The death certificate for the said Michael J. Brower is of record in the aforesaid Clerk's Office in Death Record Book 6 at Page 439.

The grantor hereby grants and conveys unto the grantee, his heirs and assigns, a non-exclusive fifty (50) foot right of way over the road as shown upon the plat of survey that was recorded in the aforesaid Clerk's Office on October 2, 1989, for purposes of obtaining ingress and egress with County Route 3/3. A prior grantor, her successors and assigns, also reserved the right to use the 50-foot right of way from West Virginia 3/3 to the Cacapon River in order to obtain full ingress to all of the prior grantor's real estate which she obtained from Daniel Miller, et ux (now owned by James Steptoe). Said right of way shall be open and may never be obstructed nor gated by the grantee, his heirs and

assigns, unless agreed to in writing by all of the parties having the right to use the same, which writing should be recorded in the Hampshire County Clerk's Office. Said right of way is not presently 50 feet in width, but the prior grantor, her successors and assigns, reserved the right to enlarge and widen said road; ditch on either side thereof within the easement; and to install culverts under same, as the prior grantor, her successors and assigns believe desirable. In the event that the prior grantor, in developing and selling the prior grantor's residue, should elect not to increase the width of the existing road to a 50 foot width, nothing will prevent the prior grantor or her successors and assigns, or grantee, his heirs and assigns, from utilizing the entire width of the right of way in the future, provided however, that he/she/it, who would desire to widen or upgrade the access provided by the right of way, shall do so at his/her/its own expense, unless agreed to by the appurtenant parties. Reference is made to the plat of survey for a description of the fifty (50) foot right of way.

The grantee, his heirs and assigns, agrees to contribute \$50.00 per year to the maintenance of the foregoing right of way. In the event Tract B should be subdivided, any additional tract thereby created shall be under a similar duty to contribute to the road maintenance. Tract B is not a part of any subdivision.

The grantee further understands that a prior grantor has reserved an easement for river access on Tract B, which is shown on the plat of survey of Tract B. Said easement area is for the exclusive benefit of the owners, guests and invitees of Lot 11 and 12 of Cacapon Meadows Subdivision, Section II. The owners of Lots 11 and 12 of said subdivision, their guests and invitees, shall have the right to utilize the easement to access Little Cacapon River, on foot, as pedestrians, by utilizing the fifty (50) foot right of way (as shown on the plat of survey recorded on October 2, 1989), to said twenty (20) foot easement area which leads to the Little Cacapon River.

The grantee, in accepting this deed, covenants that he will not place, nor allow to be placed upon the real estate, any house trailers or mobile homes. This covenant shall bind the grantee, his heirs and assigns.

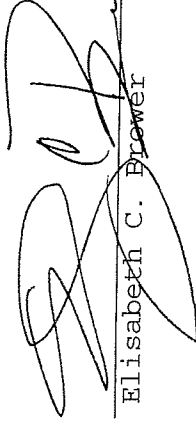
Dixie K. Harvey, a prior grantor in the chain of title, her heirs and assigns, previously reserved a utility easement under the surface of

the fifty (50) foot right of way which provides ingress and egress for Tract B with County Route 3/3, and said prior grantor may grant utility easements under said fifty (50) foot right of way to any utility companies, cable television company, for the benefit of any and all of the prior grantor's adjoining real estate. Installation of any utilities or other services pursuant to the easement shall be made at such place in the right of way so as to cause as little inconvenience as possible to the persons having the right to use the same.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantee, together with all rights, ways, buildings, houses, improvements, easements, timbers, waters, minerals and mineral rights, and all other appurtenances thereunto belonging, in fee simple forever.

I hereby certify, under penalties as prescribed by law, that the actual consideration paid for the real estate conveyed by the foregoing and attached deed is \$184,000.00. And the grantor affirms that she is exempt from the tax withholding requirements of WV Code § 11-21-71b, for the following reason: And the grantor affirms that she is exempt from the tax withholding requirements of WV Code § 11-21-71b, for the following reason: Transferor is resident of the State of West Virginia.

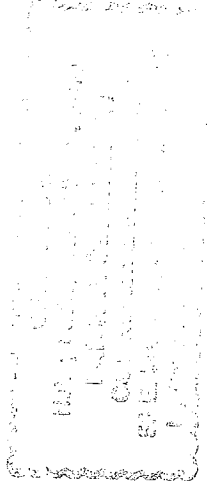
WITNESS the following signature and seal:


Elisabeth C. Brower (SEAL)

STATE OF WEST VIRGINIA
COUNTY OF HAMPSHIRE, TO WIT:

I, Faith E. Clemenson, a Notary Public in and for the county and state aforesaid, do hereby certify that Elisabeth C. Brower, widow, whose name is signed and affixed to the foregoing deed dated the 11th day of December, 2009, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 11th day of December, 2009.


Faith E. Clemenson
Notary Public

CARL, KEATON
FRAZER, PLLC
ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757

THIS INSTRUMENT WAS PREPARED BY JULIE A. FRAZER, ATTORNEY AT LAW,
CARL, KEATON & FRAZER, PLLC,
56 E. MAIN ST., ROMNEY, WV 26757.