

NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- * Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- * A duty of honest and fair dealing and good faith.
- * Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- * Must promptly present all written offers to the owner.
- * Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) Cheryl A. White, affiliated with

(firm name) WV Land Farm & Home Realty, Inc, is acting as agent of:

- ☒ The Seller, as listing agent or subagent. ☐ The Buyer, as the buyer's agent.
☐ Both the Seller and Buyer, with the full knowledge and consent of both parties.

CERTIFICATION

By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.

<u>Benny J. Wilmoth, Jr.</u>	<u>4-1-21</u>		
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature

Date

WV Real Estate Commission
300 Capitol Street, Suite 400
Charleston, WV 25301
304.558.3555
<http://rec.wv.gov>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.





CONSENT TO A DISCLOSED LIMITE DUAL AGENCY

Property Address 1122 Otter Lick Rd, Ivydale, WV 25113

Seller's Name Benny J. Wilmoth, Jr.

Buyer's Name _____

Seller's Agent Cheryl A. White

Buyer's Agent _____

Dear Clients:

When you became a client of this company, you signed an agency disclosure consenting to disclose limited dual agency. For that reason, we have permitted a sales agent from this company to show the undersigned seller's property to our buyer client. The buyer is interested in negotiating to purchase the seller's property. Now that an actual dual agency situation has occurred, with your consent, as shown by your signature below, we will continue to represent both the buyer and seller as clients. In order to facilitate the transaction between our clients, we will practice what is known as "Consensual Dual Agency".

WVLEH Realty, Inc. will provide the following to both Clients:

- We will treat the seller and buyer fairly and equally in all matters.
- We will respond accurately to all relevant questions concerning the sale and purchase of said property.
- We will, as required by WV state law, disclose all material facts about the property, including hidden defects.
- We will act as a source of information concerning financing options, financial qualifications, closing procedures and similar matters.
- When requested, we will help the buyer and seller arrange for any tests or inspections that may be desired by either party. However, we will not be liable for any injury or damages caused by the firms recommended to you by this company.
- We will assist in preparation of the offer to purchase and or counteroffers. We will present all offers and counteroffers in an unbiased manner.
- We will act as mediator and make recommendations for compromise if a dispute or impasse arises between the buyer and seller.
- We will work diligently to facilitate the sale and final closing. This company will advise all parties when experts should be retained for the protection of the parties.
- We will disclose to the seller, to the best of our ability with information furnished to us, whether the buyer is qualified for the financing necessary to complete the sale.
- We will provide to all parties, information about comparable properties WHICH HAVE CLOSED within the past 90 days, as available from the Multiple Listing Service, so you can make an educated decision about the price to accept or offer. We will not disclose to either party data from any other source.

Things that will remain confidential:

- We cannot, and will not, disclose confidential information that we may know concerning either party, without their handwritten consent. Confidential information is that information that would adversely affect one party one party or the other's bargaining position.
- We cannot, and will not, disclose the price the seller will accept for the property or the amount that the buyer is willing to pay.
- We cannot, and will not, suggest a price or specific terms for the buyer to offer or for the seller to accept.

The responsibilities of the Buyers and Sellers in Consensual Limited Dual Agency:

The buyer and seller recognize that because of the limitations placed on the Company by consensual limited dual agency, they themselves will be responsible for the following items without the assistance of the company.

- You will negotiate and make your own decisions as to what terms and price will satisfy you as a buyer or seller.
- You will use your own resources or those of an independent expert to determine what terms or price you will offer or accept.
- You will use your own judgement or seek independent legal counsel, if you desire, before executing this consent.
- Understand that this company and its sales persons will not aggressively represent the interests of either party to the detriment of the other.

This agreement is intended to apply only to the property at the address shown above. Upon termination of this negotiation, the company will resume its services to the buyer and the seller as clients of this company in accordance with any Exclusive Listing or Buyer's Agency Agreement previously executed by the parties. This company is only entitled to one commission for this sale. Accordingly, our fee, which shall be paid from the transaction, shall be the same commission set out in the Exclusive Listing Agreement and that amount shall be deducted from the seller's gross proceeds. This should be considered when making and accepting offers.

BY THEIR SIGNATURES, THE BELOW SIGNED BUYERS AND SELLERS CONSENT TO THIS COMPANY ACTING AS DISCLOSED LIMITED DUAL AGENT FOR BOTH PARTIES. THEY FURTHER CONSENT AND AGREE TO THE TERMS OF THIS CONSENSUAL LIMITED DUAL AGENCY AS SET OUT ABOVE FOR THE ABOVE DESCRIBED PROPERTY.

Seller Benny J. Wilmoth, Jr. Executor 4-1-21
Date _____

Buyer _____

Date _____

Seller _____

Date _____

Buyer _____

Date _____

Seller _____

Date _____

Buyer _____

Date _____

Seller _____

Date _____

Buyer _____

Date _____

SELLER'S PROPERTY CONDITION DISCLOSURE

Please INITIAL each box

PROPERTY ADDRESS: 1122 Otter Lick Rd, Ivydale, WV 25113

DATE: 4-1-21

APPLIANCES

	NO	YES	WORKING	UNKNOWN
Dryer				✓
Washer				✓
Dishwasher				✓
Disposal				✓
Oven/Range				✓
Range Hood				✓
Microwave oven				✓
Refrigerator				✓
Ice Maker				✓
Freezer				✓
Internet Service				✓
Satellite System				✓
Window A/C				✓
Trash Compactor				✓
Mounted Appliances				✓
Water Filtration				✓

ROOF

	NO	YES	UNKNOWN
Age of roof:			✓
Does roof leak?			✓
Is there present damage?			✓
Is roof under warranty?			✓
Expiration of warranty:			✓

HAZARDOUS CONDITIONS

	NO	YES	UNKNOWN
Are there any current hazardous conditions on the property?			✓
Methane Gas			✓
Lead-based Paint			✓
Radon Gas (House or Well)			✓
Landfill			✓
Mineshaft			✓
Expansive Soil			✓
Urea Formaldehyde Insulation			✓
Toxic Materials			✓
Asbestos Insulation			✓
Mold			✓

ELECTRICAL SYSTEM

	NO	YES	WORKING	UNKNOWN
Air Purifier				✓
Security System				✓
Ceiling Fan(s)				✓
Smoke Alarm(s)				✓
Inercom				✓
200 Amp Service				✓
Circuit Breakers				✓
Fuses				✓
Switches & Outlets				✓
Light Fixtures				✓
Vent Fan(s)				✓
Interior Phone Wiring				✓
Sauna				✓

OTHER DISCLOSURES

	NO	YES	UNKNOWN
Public Water System?			✓
Private Water System?			✓
Has well ever gone dry?			✓
Public Sewer?			✓
Private Sewer?			✓
Do structures have aluminum wiring?			✓
Are trees/shrubs dead or diseased?			✓
Are there any encroachments?			✓
Are there any violations of zoning, building codes or restrictive covenants?			✓
Have you received notice from any governmental agency affecting the property?			✓
Are there any structural problems?			✓
Have there been any substantial additions or alterations made?			✓
Has there ever been moisture or water problems in basement or crawl space?			✓
Is there any damage due to wind, fire, pests or animals?			✓
When was fireplace/wood burner/last cleaned?			✓
Has flooding occurred on property or on access roads?			✓

SELLER'S PROPERTY CONDITION DISCLOSURE

Please INITIAL each box

HEATING/COOLING SYSTEMS

	NO	WORKING	NOT WORKING	UNKNOWN
Attic Fan				✓
Central Air Conditioning				✓
Dishwasher				✓
Disposal				✓
Oven/Range				✓
Range Hood				✓
Microwave oven				✓
Refrigerator				✓
Ice Maker				✓
Freezer				✓
Internet Service				✓
Satellite System				✓
Window A/C				✓
Trash Compactor				✓
Mounted Appliances				✓
Water Filtration				✓

Does seller(s) own coal rights?

YES

NO

Do coal rights convey?

Does seller(s) own gas rights?

Do gas rights convey?

Does seller(s) own oil rights?

Does oil rights convey?

COMMENTS:

Property sold "AS IS, WHERE IS". Seller to make no repairs. *All Mineral Rights if Any, owned by Seller to Transfer.*

Seller and Purchaser both understand that WV Land Farm & Home Realty, Inc in no way warrants or guarantees the information on the property. Property inspection reports and/or home protection plans may be purchased. The information contained in this disclosure has been provided by the seller who certifies to the truth thereof based upon the seller's current knowledge.

Has the property ever been used to produce illegal drugs?

YES

NO

UNKNOWN

By J. Williams Jr. Exco to
Seller

Seller

Seller

Seller

Seller

Seller

Buyer

Buyer

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

Lead Warning Statement

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

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- BW (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).
- BW (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

<u>Benny J. Wilmoth, Jr.</u>	<u>4-1-21</u>		
Seller Benny J. Wilmoth, Jr.	Date	Seller	Date
<u>Cheryl A. White</u>			
Purchaser	Date	Purchaser	Date
Agent Cheryl A. White	Date	Agent	Date



SEPTIC AND WELL DISCLOSURE

PROPERTY DESCRIPTION _____

SEPTIC SYSTEM - Circle One

Plastic

Concrete

Metal

Block

Other*

If other, please explain: _____

Is the system approved by the Health Department? Yes _____ No _____ Comments _____

When was the last time the septic tank was cleaned? _____

WELL

Depth _____ Type of Pump (submersible, above ground) _____

Ever gone dry? _____ Does your water ever run low? _____

Any minerals present in the water? (Gas, sulfur, iron, other) _____

Additional comments: SELLER INHERITED PROPERTY - NEVER LIVED THERE
5-1/5 145-13

Sketch location of septic and well in relation to the home

SELLER Benny J. Wilmoth, Jr. 4-1-21 PURCHASER _____
Date

Date

SELLER Brandon Yates 4-1-21 PURCHASER _____
Date

Date



MOLD ADDENDUM

PROPERTY DESCRIPTION 1122 Otter Lick Rd, Ivydale, WV 25113

Purchaser must inspect the property for the presence or absence of any biohazard, including, but not limited to mold, mildew, spores and/or allergens (collectively referred to in this agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of cleaning or repairing the Property. The Purchaser acknowledges that, if the Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated mold contamination, Seller does not, in any way, warrant the cleaning, repairs or remediation, if any. Purchaser accepts full responsibility for all hazards that may result from presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property and Purchaser has not in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

This is a legal document. If you do not understand the terms contained herein, you should consult your attorney before signing.

PURCHASER _____	DATE _____	SELLER <u>Benny J. Wilmoth, Jr.</u>	DATE <u>4-1-21</u>
PURCHASER _____	DATE _____	SELLER <u>Brandon Yates</u>	DATE <u>4-1-21</u>
PURCHASER _____	DATE _____	SELLER _____	DATE _____
PURCHASER _____	DATE _____	SELLER _____	DATE _____
PURCHASER _____	DATE _____	SELLER _____	DATE _____
PURCHASER _____	DATE _____	SELLER _____	DATE _____



**OIL, GAS & MINERALS, FREE GAS RIGHTS, LEASING RIGHTS,
TIMBER OR TIMBER RIGHTS
NOTICE TO BUYERS AND SELLERS OF REAL ESTATE**

This Real Estate Brokerage firm(s) and its agent(s) are limited in the assistance they can offer when you sell or purchase real estate with oil, gas and mineral rights, free gas rights, leasing rights, timber or timber rights.

When listing real estate for sale, we must rely on the Seller's knowledge of any such rights they own and whether they wish to convey those rights. It is beyond the area of expertise of this Brokerage and its agents to recommend a fair market value for any oil, gas and minerals, free gas rights, leasing rights, timber or timber rights. If you are selling or buying real estate with any such rights, we recommend that you seek expert advice on the value of such rights.

When purchasing real estate, you may be purchasing only the surface rights, or you may be purchasing the surface with some part of or all the oil, gas and mineral rights which the seller owns. To determine that ownership requires a title examination back to or before the Civil War era. A title search for the transfer of real estate generally provides certification from the Title Company that you are receiving good, marketable title to the SURFACE, AND ONLY THE SURFACE, which certification is generally based on a 60-year title examination.

If you purchase real estate, there may be oil, gas and mineral leases in place that affect that ownership. Further, if someone else owns the oil, gas and minerals, they may have leased or in the future may lease the oil, gas and mineral and may mine or drill to develop the oil, gas and minerals, and may have certain rights to use the surface to extract the oil, gas and minerals. If, before making a purchase, you want to know more about the oil, gas and minerals or about surface owners' rights, you may find these websites informative.

<http://www.wysoa.org> or <http://www.oogeep.org>

The owners of the surface and the owners of the oil, gas and minerals have correlative rights to use the same property; however, in the exercise of those rights, each owner has duties to accommodate one another and to act with due regard for the rights of one another; to avoid unreasonable interference; to use methods which are least destructive to the other owner; and in some instances, adopt alternate means where other means reasonably exist.

READ, UNDERSTOOD, AND AGREED

SELLER <u>Benny J. Wilmoth, Jr.</u>	Executor 44-21	BUYER _____
Benny J. Wilmoth, Jr.	Date _____	Date _____
SELLER _____	Date _____	BUYER _____
_____	Date _____	Date _____
SELLER AGENT <u>Al White</u>	_____	BUYER AGENT _____
_____	Date _____	Date _____