

60ft

App State

Click on a parcel to view the map and view the details of the parcel.

Reference: Deed Book 477 Page 313
Deed Book 319 Page 260 (Plat)
Tax Map 37 Parcel 55

Thelma E. Gladden
1600514
TM 37-41 1

5.111 Acres

Green Pine Estates Drive
30' Right of Way

Legend

- Calculated Point in Centrine of Right of Way or as Labeled
- Building Set Back Lines
- 30' From Center of Right of Way
- 15' From Side Lines
- Right of Way Limits of 30' Whole Right of Way

Theima E. Glasziou
160514
TM 37-41 1

NOTE: This NE is a copy of the metal lined enclosure on 8' high of Way of Green Pine Estates Drive by 2.15.

Gaern A. McDonald
Carol Anne McDonald
445/712
TM 37-36.2

Edward D. Dehn
Mary Ann Dehn
205/497-
TMA 37-365

**Moreland's Surveying
& Consulting, Inc.**
Sunrise Professional Building
22331 Northwestern Pike
Romney, WV 26757
(304) 822-4441
Richard L. Moreland

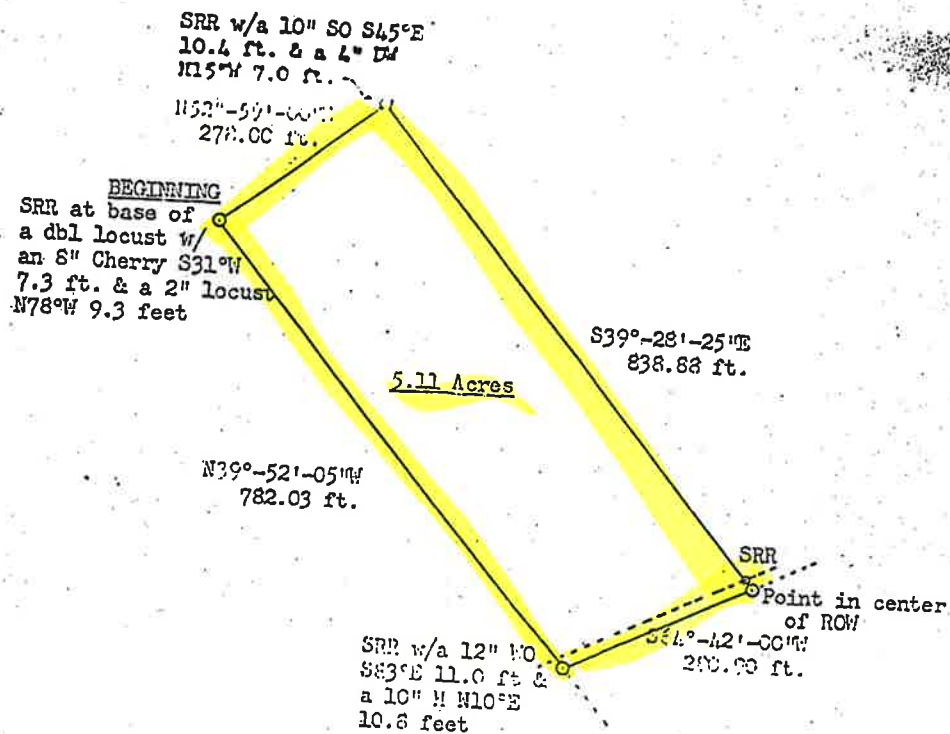
Date August 20, 2015
Map No. 15-036-01

Aggravated Assault on a Child - 2nd Degree
 1st Offense - 1 h. 2nd Offense - 1 y.
 3rd Offense - 2 y.
 4th Offense - 3 y.
 5th Offense - 4 y.
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Bloomery District, Hampshire County, West Virginia
Deed Book 213 Page 452 Tax Map 37 Parcel 36

260

Hampshire
County
Meridian
1977



LEGEND

SRR = steel reinforcing rod
dbl = double
w/ = with
SO = scarlet oak
DW = dogwood
ROW = right-of-way
H. = hickory
WO = white oak

SCALE
1 inch = 200 feet

Surveyed August 1977
by David O. Heishman
Licensed Land Surveyor
Martinsville, WV. 26151

David O. Heishman

This conveyance is subject to the following protective covenants running with the land:

1. Lots shall be used for residential purposes only. No dwellings shall be less than 960 square feet in the first section, and no building shall be erected on said lot except for, residential purposes, only for a family garage or storage shed; five acre tracts and up, 600 square feet in cabins, plus barn, garage or shed is permitted.
2. Any building constructed of wood must have at least two coats of paint, varnish or stain, unless the wood is of self-sealing nature such as redwood or cedar.
3. If a family car garage or storage shed is built, it must conform in general appearance to the dwelling.
4. No house trailers, travel trailers, or motor homes shall be used for permanent habitation or other uses except they may be parked on premises temporarily for weekend use or for vacations and hunting seasons, for a thirty (30) day period during any one year.
5. No building may be constructed within thirty (30) feet from center of road which it faces nor closer than Fifteen (15) feet from side of lot.
6. All buildings and dwellings shall be of substantial building construction. All exterior construction shall be completed within eight (8) months from the date of the beginning of construction. No temporary shacks, trailers or basement shall be used as a residence.
7. All material used for exterior walls of dwellings or buildings shall be of brick, stone, aluminum, masonite, redwood or wood siding. No composition asphalt siding or shingles shall be used. All roofs shall be a 4-12 pitch or better.
8. Premises shall be maintained in a neat and orderly manner at all times.
9. There shall be no open discharge of sewage or water. All water and sewage to be disposed of as directed by West Virginia Department of Health.
10. No right of ways or easements shall be granted or created upon or across owners acreage except for public utilities.
11. Culverts must be used in all driveways leading from subdivision roads.
12. Garbage and trash disposal shall be the responsibility of the landowner.
13. No junk cars or abandoned vehicles to be parked on property.
14. No livestock shall be allowed on tracts of 2 acres or less, except house pets.
15. The grantees are to pay \$50.00 per year for the maintenance of roads and any facilities dedicated to lot owners in common.
16. No tracts containing 10 acres or less may be re-subdivided.

H. W. HAINES
ATTORNEY AT LAW
HAY, W. VA.
26727

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 8th day of June, 1990, at 3:55 P.M., this Need & Plat was presented in the Clerk's Office of the County Commission of said County and with the certificate thereof annexed, admitted to record.

Attest

Nancy C. Zeller Clerk
County Commission, Hampshire County, W. Va.

WEST VIRGINIA RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations.

The owner(s) has actual knowledge of the following latent defects: _____

DocuSigned by:
Owner David Carr - POA for Sherwyn T. Carr Date 4/29/2022
DocuSigned by:
Owner Melyssa Davis - POA for Sherwyn T. Carr Date 4/28/2022
F350A53C5111492...

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations.

Purchaser _____ Date _____

Purchaser _____ Date _____

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 Real Estate Brokers License Act of West Virginia, all parties are hereby notified that

(printed name of agent) Keenan Shurholtz affiliated with

(firm name) WEST VIRGINIA LAND & HOME REALTY, LLC is acting as an agent of:

- ☒ The Seller, as listing agent or subagent. ☐ The Buyer, as the Buyer's agent.
☐ Both Seller & Buyer, with the full knowledge & 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>David Carr - POA for Sherwyn</u>	<u>4/28/2022</u>		
<small>0085856608647740F</small>	Seller	Buyer	Date
<u>Melissa Davis - POA for Sherwyn</u>	<u>4/28/2022</u>		
<small>F350A53C5111492</small>	Seller	Buyer	Date
	Seller	Buyer	Date

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

Agent's Signature [Signature]

Date 4-28-22

WV Real Estate Commission
 300 Capitol Street, Suite 400
 Charleston, WV 25301
 (304)348-3555

www.wvrec.org



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

73700

SHARON S. KERNS and
ROGER LEE KERNS, her husband

THIS DEED, Made this 20th day of
August, 2008, by and between Sharon

S. Kerns and Roger Lee Kerns, her

TO: DEED

husband, grantors, parties of the

first part, and Sherwyn T. Carr,

SHERWYN T. CARR

grantee, party of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt whereof being hereby acknowledged, and other good and valuable consideration, deemed valid at law, the said parties of the first part do, by these presents, grant and convey unto the said party of the second part, with covenants of General Warranty of Title, all that certain tract or parcel of real estate containing **5.11 acres, more or less**, together with the improvements thereon, and all rights, rights-of-way, easements, waters, minerals, oil and gas and appurtenances thereunto belonging, situate in Bloomery District, Hampshire County, West Virginia, located on the drains of Mill Branch near the intersection of County Routes 6 and 6/2, and being more particularly described by metes and bounds according to a survey by David O. Heishman, Licensed Land Surveyor, as follows:

"Beginning at a steel reinforcing rod at the base of a double locust, corner to the original from which an 8 inch cherry bears S. 31 deg. W. 7.3 feet and a 2 inch locust bears N. 78 deg. W. 9.3 feet thence N. 52 deg. 59' 00" E. 278.00 feet to a point, set a steel reinforcing rod corner to a 5.11 acres tract, from which a 10 inch scarlet oak bears S. 45 deg. E. 10.4 feet and a 4 inch dogwood bears N. 15 deg. 14.34. Acre tract, thence with said 14.34 acre tract and the center of said right of way S. 64 deg. 42' 00" W. 280.90 feet in a line of Gladden, set a steel reinforcing rod from which a 12 inch white oak bears S. 83 deg. E. 11.0 feet and 1 0 inch hickory bears N. 10 deg. E. 10.8 feet, thence with a line of Gladden N. 39 deg. 52' 05" W. 782.03 feet to the beginning containing **5.11 acres, more or less**, as surveyed by David O. Heishman, Licensed Land Surveyor."

And being the same real estate conveyed unto Sharon S. Kerns and Roger Lee Kerns, her husband, by deed of Donald E. Davis, dated the 21st day of October, 2005, and is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 449, at page 384. Said real estate is shown on the 2008 Hampshire County Land Books as being 5.11 acres in Green Pine Estates, Tax Map 37, parcel 55.

A Plat of said real estate as prepared by David O. Heishman, Licensed Land Surveyor, and dated August, 1977, is of record in the aforesaid Clerk's Office in Deed Book No. 319, at Page 260.

There is conveyed with this property a right of way as shown on the aforesaid plat, which right of way is 30 feet wide with 15 feet thereof being within the bounds of the tract herein conveyed, and there is also reserved said right of way as an open road across part of the tract herein conveyed for the use and benefit of the grantee, together with all other persons legally entitled to the use of same; it being understood that the present roadway is located within the bounds of the 30 foot right of way as shown on the aforesaid plat, but may not necessarily be located in the center thereof.

This lot may not be subdivided.

The grantee is to pay \$100.00, per deed tract per year for the maintenance of the roads and any facilities dedicated to lot owners in common.

The real estate herein conveyed is taken by the grantee herein subject to all those certain covenants and restrictions, which are covenants running with the land relative to Green Pine Estates Subdivision, a copy of which said covenants are recorded in said Clerk's Office in Deed Book No. 319, at page 261.

The real estate herein conveyed is further subject to any and all rights, rights of way, easements, covenants, conditions, etc., which affect same, and which are duly recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia.

Although the real estate taxes may be prorated between the parties as of the day of closing for the current tax year, the grantee agrees to assume and be solely responsible for the real estate taxes beginning with the calendar year 2009, although same may still be assessed in the names of the grantors.

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

We 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 \$163,000.00. The grantors further affirm that they are residents of the State of West Virginia, and are therefore exempt from the "withholding tax on West Virginia source income of nonresidents" pursuant to West Virginia Code § 11-21-71b.

WITNESS the following signatures and seals:

Sharon S. Kerns (SEAL)
Sharon S. Kerns

Roger L. Kerns (SEAL)
Roger Lee Kerns

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Suzanne P. Knight, a Notary Public in and for the county and state aforesaid, do certify that Sharon S. Kerns and Roger Lee Kerns, her husband, whose names are signed and affixed to the foregoing deed, dated the 20th day of August, 2008, have each this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 27th day of August, 2008.



Suzanne P. Knight
Notary Public

This instrument was prepared by William C. Keaton, Attorney at Law, Romney, West Virginia.
Njh/deeds/GreenPineEst.5.11acres,Carr.Kerns.2008
spk/8-20-08

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

GREEN PINE
HAMPSHIRE COUNTY 09:49:30 AM
Instrument No 10943
Date Recorded 08/28/2008
Document Type DEED
Book-Page 477-313
Recording Fee \$11.00
Transfer Tax \$717.20
HRA/STL Tax \$358.50
Additional \$25.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 8/28/08 9:49AM

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste

Sharon H. Link

Clerk