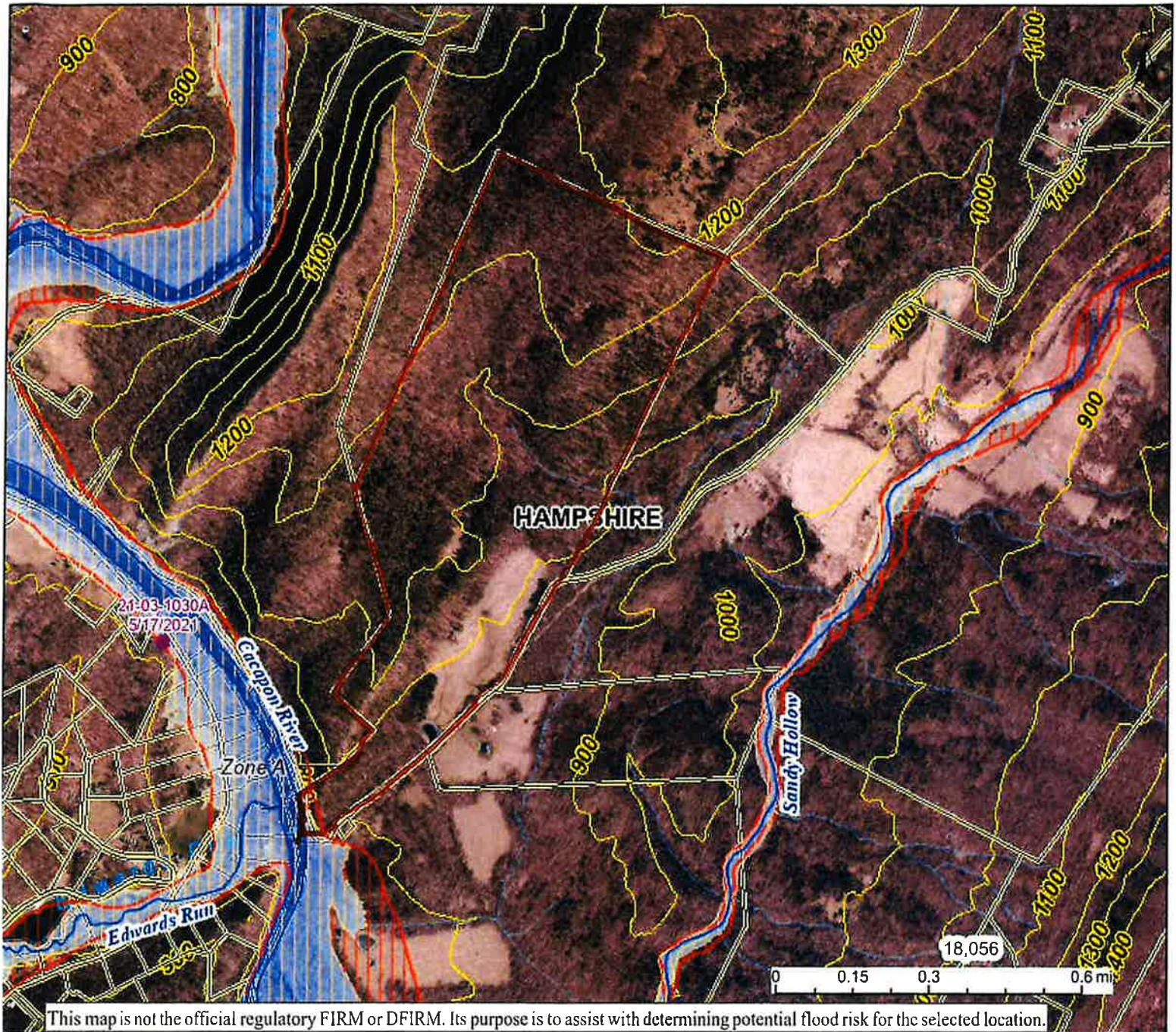




3500 sandy hollow road

Flood MAP



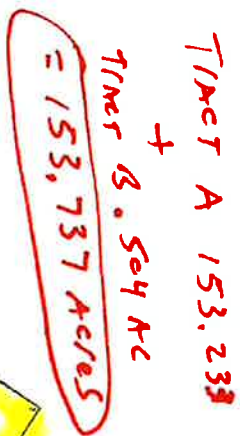
H I G H		1-Percent-Annual-Chance Flood Hazard Area With Base Flood Elevation (BFE)
		Regulatory Floodway in AE Zone
R I S K		1-Percent-Annual-Chance Flood Hazard Area Without BFE (may have Advisory Flood Heights)
		1-Percent-Annual-Chance High Risk Advisory

Download the Full Legend for all flood tool symbols
https://www.mapwv.gov/flood/map/docs/wv_flood_tool_legend.pdf

Disclaimer:

The online map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. Refer to the official Flood Insurance Study (FIS) for detailed flood elevation data in flood profiles and data tables. WV Flood Tool (<https://www.mapwv.gov/flood>) is supported by FEMA, WV NFIP Office, and WV GIS Technical Center.

Flood Info Location		Map created on 11/4/2022
User		
Notes		
Flood Hazard Area	Location is NOT WITHIN any identified flood hazard area. Unmapped flood hazard areas may be present.	
Flood Zone	Out of Flood Zone	
Stream		
Watershed (HUC8)	<n/a>	
Flood Height	Flood Height 6a N/A	
Water Depth		
Elevation	499.3 ft (Source: FEMA 2012) (NAVD88)	
Community & ID	<n/a>	
FEMA Map & Date	54065C0135E; Effective Date: 9/25/2009	
Location (lat, long)	(39.604842, -78.293657) (WGS84)	
Parcel ID	33-04-0009-0011-0000	
E-911 Address	1195 ROCKFORD RD, Great Cacapon, WV, 25422	

[illegible][illegible]

275.83 ft
of River Flats

76

There is also conveyed unto the grantees, parties of the second part, all minerals, oil and gas rights, timber, and all improvements, springs, wells and all fixtures and appurtenances incident to said real estate.

RIGHTS OF WAY

This real estate is served by a public State maintained road known as the Sandy Hollow Road leading from the underwater bridge which crosses Capon River to Route 45 at Bloomery, which public road

crosses the property herein conveyed. There is also a right of way for a road leading from the Sandy Hollow Road in a Northwesterly direction to the Pugh Property, however, the grantees are hereby granted all rights to the use of said roads and rights of way.

See
PLAT

This conveyance is subject to rights of way for certain utility lines, being the right of way granted Potomac Light and Power dated 28 June, 1960, recorded in Deed Book No. 146 at page 45, and the right of way granted American Telephone and Telegraph Company, dated 31 August, 1960, recorded in Deed Book No. 146 at page 386.

TAXES

The grantors herein covenant that they have paid the 1963 taxes and will assume the payment of the taxes for the year 1964. The grantees will assume and pay the taxes for the year 1965, which are assessed as of July 1, 1964, but payable in August of 1965.

POSSESSION

The grantees are to have immediate possession of said real estate.

It is the purpose and intention of this deed, and it is hereby accepted by the grantees, that this real estate is conveyed unto them with rights of survivorship, that is, if the said William D. Blair, Jr. should die before his wife, Jane Coleman Blair, then the entire estate in fee simple in and to the said property shall be and become the sole property of the said Jane Coleman Blair, and that if the said Jane Coleman Blair should die before her husband, William D. Blair, Jr., then the said entire estate in fee simple in and to the said property shall be and become the sole property of the said William D. Blair, Jr.

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1 MILE

APPROXIMATE BOUNDARY FOUND INSIDE OF A
STUMP ON EAST SIDE OF STEEP RIDGE.
DOUBLE MAPLE, MARKED CORNER FOUND ON
N HILL.
STONE FOUND ON FLAT GROUND
OF RIDGE.
IRON CAPPED DAVY IRON ROD SET IN THE CENTER
D
LUSH 58 INCH CAPPED DAVY IRON RODS SET
CAPPED DAVY IRON ROD SET IN A STONEPILE
NORTHWEST SIDE OF A RUN ON A FLAT AT THE FOOT
LL REFERENCE: A 6" WALNUT BEARS 80 DEGREES W
57 WALNUT BEARS N 21 DEGREES E AT 8 FEET 6 4"
S 33 DEGREES E AT 10 FEET
CONCRETE MONUMENT FOUND IN THE AT&T RW
0 INCH RED OAK, MARKED CORNER, FOUND
58 INCH CAPPED BIGGEST REBAR, FOUND
GRESSES - 36 SECONDS W AT 9 FEET
E 58" CAPPED BIGGEST REBAR, FOUND
LACK OAK, MARKED CORNER, FOUND
8 ARE CALCULATED POINTS IN THE CENTERLINE OF
ROUTE SECONDARY 457
CALCULATED POINTS IN THE APPROXIMATE
THE CAJON RIVER.
H 58 INCH CAPPED DAVY IRON RODS FOUND
OF A LARGE ROCK IN THE WATER
CONCRETE MONUMENT FOUND IN THE CENTER
SET IN THE CENTER OF THE STATE ROAD
LET FOUND ON WEST SIDE OF RIDGE
THE INTERSECTION OF TWO ROCK FENCES
CONCRETE MONUMENT FOUND WITH METAL FENCE
ETHE MONUMENT
F CAPPED DAVY REBAR, FOUND WITH A HICKORY
OWNER FOUND
ED DAVY REBAR, SET AT THE NORTHEAST BASE OF A
TREE NOW MARKED POINTER
CAPPED DAVY REBAR, SET ABOUT 12 FEET NORTHEAST
THE RIVER.
KISTING FENCELINE



TRACT A = 163.233 TOTAL ACRES
(MERGER) SEE NOTE D

This Right of Way is grown
shut in places and has not been
used by the Pughs for several years
and they have established roads elsewhere.

ROBERT B. FOSTER
& CLAUDIA FOSTER FORGES
291.396 ACRES
D.B. 413, PAGE 28
SEE D.B. 139, PAGE 44
TM 28, PARCEL 101 (CC CONS)

STANLEY RILEY, JR.
& BRENDA RILEY
0.60 ACRES
D.B. 318, PAGE 119

PUGH FAMILY TRUST
488 ACRES
D.B. 397, PAGE 504
SEE D.B. 136, PAGE 114
SEE D.B. 41, PAGE 97
(FOR 186 ACRES)
TM 28, PARCEL 12 & 15)

PUGH FAMILY TRUST
168 ACRES
D.B. 338, PAGE 22
TM 28, PARCEL 22

PUGH FAMILY TRUST
488 ACRES
D.B. 397, PAGE 504
SEE D.B. 136, PAGE 114
SEE D.B. 41, PAGE 97
(FOR 186 ACRES)
TM 28, PARCEL 101

PUGH FAMILY TRUST
488 ACRES
D.B. 397, PAGE 504
SEE D.B. 136, PAGE 114
SEE D.B. 41, PAGE 97
(FOR 186 ACRES)
TM 28, PARCEL 101

CENTERLINE OF WEST VIRGINIA
SECONDARY ROUTE 101
(100-FOOT WIDE RW)

CENTERLINE OF WEST VIRGINIA
SECONDARY ROUTE 101
(100-FOOT WIDE RW)

CENTERLINE OF WEST VIRGINIA
SECONDARY ROUTE 101
(100-FOOT WIDE RW)

CENTERLINE OF
EXISTING DIRT HIGHWAY

CENTERLINE OF
EXISTING HIGHWAY

HOUSE

OVERHEAD
UTILITY LINES TYP

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UTILITY LINES TYP

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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) Keenan Shasholtz, affiliated with

(firm name) WV LAND & HOME REALTY, 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>John Kooty</u>	<u>5-3-24</u>	Buyer	Date
<u>John Kooty</u>	<u>5-3-24</u>	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 JK

Date 5-3-24

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



**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 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) ☐ 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

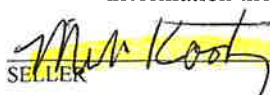


(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (*initial*)

(f) ☒ 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.

 SELLER	<u>5-3-24</u> DATE	 SELLER	<u>5-3-24</u> DATE
_____ PURCHASER	_____ DATE	_____ PURCHASER	_____ DATE
 AGENT	<u>5-3-24</u> DATE	_____ AGENT	_____ DATE

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: _____

Owner Mr. Cook Date 5-3-24
Owner Jane W. Cook Date 5-3-24

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 _____