

IAS Portal





LEGEND:

CORNER NO. 1 IS A FLUSH 8.5" BY 8.5" PLANTED STONE, FOUND ON THE WEST SIDE OF A DRIVEWAY FROM WHICH A FLUSH 5/8" CAPPED DAVY REBAR, SET BEARS N 37 DEGREES - 33 MINUTES - 52 SECONDS E AT 0.80 FEET.

CORNER NO. A IS A POINT MARKED ON TOP OF A WATER METER LID FROM WHICH ITS CENTER BEARS S 56 DEGREES - 01 SECONDS E AT 0.25 FEET AND IS AT END OF MAPLE AVENUE.

CORNER NO. 2 IS A FLUSH 5/8" REBAR, FOUND BENT OVER BESIDE A 2" PIPE, FOUND ON WEST BOUNDS OF MAPLE AVENUE (BEING AN AGREEMENT CORNER).

CORNER NO. 3 IS A FLUSH 5/8" CAPPED (GREEN) REBAR, FOUND FROM WHICH THE NORTHWEST CORNER OF THE CHURCH NEW ADDITION BEARS S 24 DEGREES - 02 MINUTES E AT 10.7 FEET (BEING AN AGREEMENT CORNER).

CORNER NO. 4 IS A FLUSH 5/8" (GREEN) REBAR, FOUND AT THE NORTHEAST BASE OF AN 11" CHERRY TREE.

CORNER NO. 5 IS A 5/8" CAPPED DAVY REBAR, SET AT THE CORNER OF THE ALLEY.

CORNER NO. B IS A POINT AT CORNER OF SEARS LOT AND THE ALLEY.

CORNER NO. C IS A 1/2" REBAR, FOUND WITH A METAL T-POST SET BESIDE IT.

CORNER NO. 6 IS A FLUSH CUTOFF METAL T-POST, FOUND.

CORNER NO. 7 IS A 1/2" REBAR, FOUND AT TOP OF A BANK.

CORNER NO. D IS A 1/2" REBAR, FOUND.

CORNER NO. 8 IS A 5/8" CAPPED DAVY REBAR, SET IN BOUNDS OF 16.5 FOOT WIDE MATHIAS STREET.

CORNER NOS. AA AND BB ARE FLUSH 5/8" CAPPED DAVY REBARS, SET.

CORNER NO. 9 IS A FLUSH 6" BY 8" PLANTED STONE, FOUND IN SAID BOUNDS.

CORNER NO. 10 IS THE TOP OF A LEANING 5/8" CAPPED DAVY REBAR, SET.

CORNER NOS. CC AND DD ARE POINTS IN THE PROPERTY LINE ON THE SHED.

CORNER NO. E IS A FLUSH 5/8" CAPPED DAVY REBAR, SET ON THE PROPERTY LINE NEAR DRIVEWAY.

CORNER NO. F IS A FLUSH 5/8" REBAR (NOW DAVY CAPPED), FOUND ON THE SOUTHEAST BOUNDS OF ROUTE 259/55 AT 20 FEET FROM ITS CENTERLINE, (BEING AN AGREEMENT CORNER).

CORNER NOS. G AND H ARE POINTS AT CORNER OF THE ALLEY AND LOTS IN BOUNDS OF THE STATE ROAD.

CORNER NO. J IS A POINT IN THE BOUNDS OF STATE ROAD AT CORNER OF THE TWO SEARS LOTS.

CORNER NO. K IS A FLUSH BENT OVER 1/2" REBAR, FOUND AT CORNER OF LOTS IN SAID BOUNDS.

CORNER NO. L IS THE BASE OF A CORNER FENCE POST, FOUND AT INTERSECTION OF FENCES.

CORNER NOS. M AND O ARE 3/4" CAPPED WHETZEL REBARS, FOUND.

CORNER NO. N IS A 5/8" CAPPED DAVY, REBAR, FOUND ABOUT ONE FOOT WEST OF FENCELINE.

CORNER NO. P IS A FLUSH 5/8" REBAR, FOUND.

COURSE AND DISTANCE CHART

Line	Bearing	Distance
1-A	S6°59'26"W	25.00'
A-2	S6°59'26"W	68.00'
2-3	N83°05'36"W	182.43'
3-4	N25°24'31"E	199.70'
4-5	N51°40'39"W	40.92'
5-B	N38°14'51"E	12.50'
B-C	N38°14'51"E	39.61'
C-6	N38°14'52"E	50.39'
6-7	S51°40'41"E	63.32'
7-D	N37°58'47"E	97.43'
D-8	N37°58'47"E	0.88'
8-AA	S51°13'27"E	64.50'
AA-9	S51°13'27"E	63.90'
9-10	S37°33'52"W	98.32'
10-CC	S37°33'52"W	42.46'
CC-DD	S37°33'52"W	9.63'
DD-E	S37°33'52"W	8.38'
E-1	S37°33'52"W	62.86'
10-BB	N51°13'27"W	64.55'
BB-7	N51°13'27"W	64.56'
3-F	N55°28'26"W	149.95'
5-G	N52°59'14"W	70.03'
G-H	N38°14'52"E	12.50'
B-H	N52°59'14"W	70.03'
H-J	N38°14'52"E	39.61'
J-C	S52°59'14"E	70.03'
6-K	N52°59'14"W	70.03'
K-J	S38°14'52"W	50.39'
9-L	S51°13'27"E	222.80'
L-M	S6°40'44"W	0.76'
M-N	S6°40'44"W	98.24'
N-P	N82°54'37"W	274.66'
P-A	N82°54'37"W	28.00'
N-O	S6°40'44"W	162.21'

NOTES:

NOTE A: A PORTION OF THE FISHELS' SHED WHICH LIES NORTHWEST OF LINE CC-DD ENCROACHES ON THE HEISHMAN LOT AND A PORTION OF THE FISHELS' DRIVEWAY ALSO ENCROACHES ON THE HEISHMAN LOT.

NOTE B: THIS SURVEY MAKES NO ATTEMPT TO LOCATE ANY RIGHTS-OF-WAY, EASEMENTS, DRAINS OR STRUCTURES EXCEPT THOSE SHOWN ON THIS PLAT.

NOTE C: TRACT A WHICH CONTAINS 12,657.1 SQ. FT. OR 0.2905 TOTAL ACRES WHICH IS A PART OF A 1 ACRE, 54 POLE TRACT OWNED NOW BY NORMAN R. HEISHMAN (BY RESURVEY FOUND TO CONTAIN 1.3027 TOTAL ACRES -SEE D.B. 274, PG. 355; SEE D.B. 202, PG. 231; SEE D.B. 92, PG. 159 AND SEE TM 02, PCL 17) IS TO BE MERGED WITH THE ADJOINING 0.3 ACRE TRACT OWNED NOW BY VETERANS OF FOREIGN WARS OR "VFW" IN D.B. 139, PG. 588 AND SEE D.B. 44, PG. 19 AND SEE TM 02, PCL 19. THE NEW TRACT WILL NOW CONTAIN 0.5905 TOTAL ACRES. ANY FURTHER MODIFICATION OF THIS LAND SHALL BE IN COMPLIANCE WITH THE HARDY COUNTY SUBDIVISION ORDINANCE.

NOTE: THIS PLAT IS COMPOSED OF TWO (2) SHEETS OR PAGES AND IS ONLY VALID WHEN BOTH SHEETS ARE USED TOGETHER AS AN UNIT. (ALL SHEETS)

SEE NOTE A FOR TITLE:

GIVEN UNDER MY HAND THIS 17TH DAY
OF APRIL, 2020

Rickie C. Davy
SURVEYOR

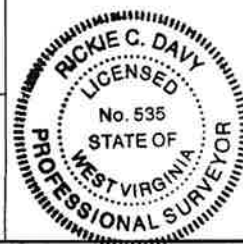
PLAT NO. D12-022

DATE: 04/17/2020

SCALE: N/A

SHEET 2 OF 2

R & S SERVICES, INC.
RICKIE C. DAVY, PS NO. 535
P.O. BOX 97 CAPON BRIDGE, WV 26711
(304) 856-3165



Plat of Survey for
Eugene R. & Nilah J. Heishman
Capon Corp. Hardy County
West Virginia

Reference: Will Book 39 Page 248
Deed Book 353 Page 837 (Plat)
Tax Map 2 Parcel 17

Bearings on this map are based on a survey
recorded in Deed Book 353 at Page 837.

Scale 1" = 40'



Merger Note

The 1085.49 Sq. Feet or 0.025 Acre Tract, part of Tax Map 2, Parcel 17, is to be merged with the adjoining tract Tax Map 2, Parcel 51. Any further modification of this land area shall be in compliance with the Hardy County Subdivision Ordinance.

Remaining land of
Eugene R. Heishman
Nilah J. Heishman
WB 39/248
353/837 (Plat)
TM 2-17

Veterans of Foreign Wars
353/835
139/588
TM 2-19

Mary E. Fishel (Life)
Robert K. Stewart
Jason B. Fishel
344/888
TM 2-51

**1085.49 Sq. Feet
or 0.025 Acres**

See Merger Note

Course and Distance Chart

Line	Bearing	Distance
L1	N3°22'37"E	45.87'
L2	N33°10'47"E	23.02'
L3	N47°34'33"E	85.25'
L4	S37°33'52"W	60.47'
L5	S37°33'52"W	62.06'
L6	S37°33'52"W	0.80'
L7	S6°59'26"W	25.00'
L8	N51°13'27"W	64.55'
L9	S6°59'26"W	66.00'

Point on a
Water Meter

Flush Planted
Stone Found

James D. Mathias, II
Jay Michael Mathias
WB 23/512
91/349
TM 2-50

"W Maple Lane"

5/8" Rebar
Found Bent

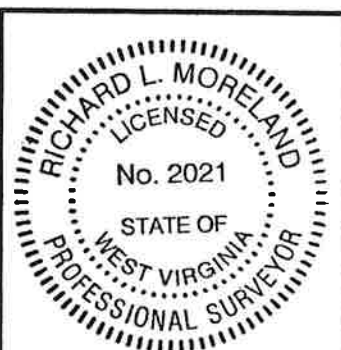
Legend

- 5/8" Re-bar with Yellow Plastic Cap
Labeled "Moreland PS 2021" Set
- 5/8" Capped Davy Rebar Found
or as Labeled

**Moreland's Surveying
& Consulting, Inc.**

22331 Northwestern Pike
Romney, WV 26757
(304) 822-4441

Richard L. Moreland



Date: August 8, 2024

Map No.: 24-035-01



**EUGENE R. HEISHMAN and
NILAH JANE HEISHMAN**

TO: DEED

**MARY E. FISHEL,
life tenant**

and

**ROBERT K. STEWART and
JASON B. FISHEL,
remainder interest**

THIS DEED, made this 28th day of August, 2024, by and between Eugene R. Heishman and Nilah Jane Heishman, Grantors, parties of the first part; and Mary E. Fishel, Grantee, party of the second part; and Robert K. Stewart and Jason B. Fishel, parties of the third 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 party of the second part a full life estate for and during her natural lifetime, and then to the parties of the third part, the remainder interest in fee simple, as tenants in common, and with covenants of General Warranty of Title, together with any improvements thereon, and all rights, rights of way, easements, waters, minerals, oil and gas, and appurtenances thereunto belonging, and to be free and clear from all liens and encumbrances, all that certain tract or parcel of land, containing **1,085.49 square feet or 0.025 of an acre, more or less**, lying and being situate in Capon Corporate District of Hardy County, West Virginia, and being more particulary bounded and described by that certain Plat of Survey prepared by Richard L. Moreland, Professional Surveyor, dated August 8, 2024. Said Plat of Survey shall be attached hereto and made a part hereof for all pertinent and proper reasons.

And being a portion of the same real estate conveyed unto Norman R. Heishman by deed of Eugene R. Heishman, Katheryn A. Forsythe, and Gertrude Kibler, dated November 10, 2002, and of record in the Office of the Clerk of the County Commission of Hardy County, West Virginia, in Deed Book 274 at Page 355.

The said Norman R. Heishman died testate on February 20, 2024, and by the terms of his Last Will and Testament, dated May 22, 2020, and probated March 7, 2024, he did devise said real estate unto Eugene R. Heishman and Nilah Jane Heishman, the Grantors herein.

Said real estate is taken together with and subject to that certain Merger Note on the aforesaid plat, as follows:

"The 1,085.49 Sq. Feet or 0.025 Acre Tract, part of Tax Map 2, Parcel 17, is to be merged with the adjoining tract Tax Map 2, Parcel 51.

Any further modification of this land area shall be in compliance with the Hardy County Subdivision Ordinance."

There is specifically conveyed unto the party of the second part, a full **Life Estate** interest in and to the real estate herein conveyed, so that for and during the natural lifetime of the party of the second part herein, she shall have the right to live in and upon said real estate for and during the term of her natural lifetime, and to collect any and all rents, royalties, profits or emoluments arising therefrom or appertaining thereto for the term of her natural lifetime, and upon the death of the party of the second part herein, said property shall vest solely in the parties of the third part.

The Hardy County Subdivision Ordinance does not apply to this conveyance because said conveyance will not result in a formation of a new tract of land not previously on record.

The real estate herein conveyed is subject to any rights, ways, easements, restrictions or reservations which may affect the same and which are of record in the aforesaid Clerk's Office, and the Grantors reserve the right of way over Maple Lane for ingress, egress, and for all lawful purposes.

The Grantees agree to assume and be solely responsible for the real estate taxes beginning with the calendar year 2024, although same may still be assessed in the names of the Grantors.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantees, 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.

The Grantors hereby certify, under penalties as prescribed by law, that the actual consideration paid for the interest in real estate being conveyed by the foregoing and attached deed is \$10.00, as this is a conveyance in the nature of a boundary line agreement between neighbors with no further consideration being necessary, therefore, this conveyance is exempt from excise tax on the privilege of transferring real property. The grantors further affirm that they are residents of West Virginia, and are therefore exempt from the withholding tax on West Virginia source income of nonresidents, pursuant to West Virginia Code.

WITNESS the following signatures and seals:

Eugene R. Heishman (Seal)
Eugene R. Heishman

Nilah Jane Heishman (Seal)
Nilah Jane Heishman

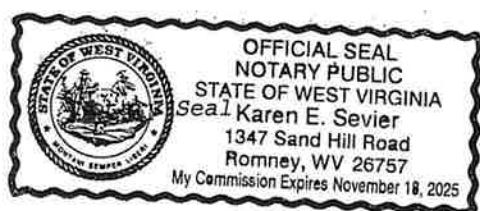
STATE OF WEST VIRGINIA,

COUNTY OF Hampshire, TO WIT:

I, Karen E. Sevier, a Notary Public, in and for the county and state aforesaid, do hereby certify that Eugene R. Heishman and Nilah Jane Heishman, whose names are signed and affixed to the foregoing deed dated the 28th day of August, 2024, have this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 5th day of September, 2024.

Karen E. Sevier
Notary Public



This instrument was prepared by Holly E. Dante without the benefit of a title examination, title report, title certificate, or title insurance commitment and neither the preparer nor Keaton, Frazer, Milleson & Dante, PLLC, by the preparation of this instrument make any express or implied warranties, representations, or affirmations of any kind, nature, or character, including, without limitation, warranties, representations, or affirmations relating to the quality of title, the nature of title, possession, quiet enjoyment, merchantability, fitness or a particular purpose, the condition of the property, access to the property, or the capacity of any of the grantors to grant or convey title.

Z:\Janiel\DEEDS\E - F\Fishel & Stewart fr Heishman Eugene & Nilah Jane.0.025 ac.2024.984.wpd

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 Eugene R. Heichman Date 10/7/24
Owner Nilah Jane Heichman Date 10/7/24

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 _____

**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>Eugene R. Heishman</u>	DATE	<u>10/7/24</u>	SELLER	<u>Nicola Jane Heishman</u>	DATE	<u>10/7/24</u>
PURCHASER	_____	DATE	_____	PURCHASER	_____	DATE	_____
AGENT	<u>1/</u>	DATE	<u>10-7-24</u>	AGENT	_____	DATE	_____

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 Shucholtz, affiliated with

(firm name) WV LAND & HOME REALTY, LLC, 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>Eugene R. Heishman</u>	<u>10/7/24</u>		
<small>Seller</small>	<small>Date</small>	<small>Buyer</small>	<small>Date</small>
<u>Nelak Jane Heishman</u>	<u>10/7/24</u>		
<small>Seller</small>	<small>Date</small>	<small>Buyer</small>	<small>Date</small>
<small>Seller</small>	<small>Date</small>	<small>Buyer</small>	<small>Date</small>

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 1C

Date 10-7-24

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.

