



BURCH REAL ESTATE GROUP

200 S. George Street
Charles Town, WV 25414
681-252-3002 Office
JW Wohlever - Broker

ADDENDUM – “AS IS” SALE

To Agreement dated 2-10-2025 between JACOB R. NELSON, Seller, and
TERESA EVANS-JOHNSON, Buyer, concerning property commonly
known as 108 W. MAIN STREET, HEDGESVILLE, WV 25427 (“Property”).

The Property being sold is not new and neither Seller nor Seller's agent warrant the condition of the property, which is sold in its present “AS IS” condition. Buyer understands and agrees that Seller, his or her agents or assigns, will not, prior or subsequent to close of escrow, be responsible for the repair, replacement, or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship, or mechanical components of the structures, improvements, or land, including but not limited to: heating, plumbing, electrical or sewage disposal system, well or other water supply system, drainage or moisture conditions, foundations, air conditioning, hot water heater, pools, spas, solar systems, appliances, roof or damage by pests or other organisms. This provision supersedes all other provisions in the Purchase Agreement regarding maintenance and condition of the Property (except those relating to destruction of improvements, risk of loss, and leaving property free of debris and personal property). However, Seller agrees the Property (including all structures, pool, spa, grounds and landscaping) will be delivered to Buyer at close of escrow in the same or better condition than as of the date of acceptance or, if there is an inspection contingency, as of the time the inspection contingency is removed.

Buyer has been advised to carefully inspect the Property personally, and to obtain inspection reports from qualified experts regarding all systems and features of the Property including boundary lines, lot and dwelling size roof, plumbing, electrical, appliances, sewers, septic system, soil conditions, foundation, heating, air conditioning, structural components, pool and related equipment, and any possible environmental hazards or pest infestation or infection.

Seller agrees to permit Buyer and Buyer's representatives reasonable access to the Property to complete the inspections.

Unless another time limit is specified in the Purchase Agreement, Buyer will notify Seller in writing, **within fifteen (15) calendar days** from date of acceptance, that the condition of the Property is either acceptable or unacceptable. If the Buyer finds the Property acceptable, Buyer agrees to take the Property in its present “AS IS” and “WHERE IS” condition as of the time the inspection condition is satisfied. Should Buyer find the Property unacceptable, the Buyer has the option of terminating the Purchase Agreement.

Buyer is not relying upon Seller or Seller's agent to investigate and report on the condition of the Property other than condition known by the Seller or Seller's agent and noted on any disclosure statements that have been provided. In all other respects, Buyer agrees that he or she is relying exclusively upon Buyer's own inspection and that of experts retained by Buyers as to the condition of the physical features of the Property.

The parties understand that, even though this is an “AS IS” sale, the Seller is obligated by law to reveal all known defects of a material nature of which the Seller is aware. The parties do not intend by this Addendum to waive any provision of the law requiring that the Seller or the agents furnish disclosure statements, nor do the parties intend to waive any provisions of local laws requiring inspections or reports.

SELLER:

PURCHASER:

2-11-25 [Signature]
Date Signature

Date Signature

Date Signature

Date Signature



BURCH REAL ESTATE GROUP
200 S. George Street
Charles Town, WV 25414
681-252-3002
JW Wohlever, Broker

ADDENDUM

Special provisions attached to and hereby made a party thereof, the Contract dated _____

between _____ Purchaser(s), and

JACOB R. NELSON Seller(s), for subject

property located at: 108 W. MAIN STREET., HEDGESVILLE, WV 25427;

All parties mutually agree:

JACOB R. NELSON HAS ASSIGNED HIS FATHER, ROBERT L. NELSON, AS POWER OF ATTORNEY.
ROBERT NELSON WILL SIGN ALL FORMS ON BEHALF OF JACOB R. NELSON AS ATTORNEY-IN-FACT.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

SELLER:

2-14-25, [Signature]
DATE SIGNATURE

/
DATE SIGNATURE

PURCHASER:

/
DATE SIGNATURE

/
DATE SIGNATURE



NOTICE OF AGENCY RELATIONSHIP

When working with a real estate licensee in buying, selling, or leasing real estate, West Virginia Law requires that you be informed of whom the licensee is representing in the transaction. The licensee may represent the seller/lessor, the buyer/lessee, or both. The party represented by the licensee is known as the licensee's principal and as such, the licensee owes the principal the duty of utmost care, integrity, honesty, and loyalty.

Regardless of whom they represent, the licensee has the following duties to all consumers in any transaction:

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

The licensee 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 licensee 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 licensee, the licensee can provide more information upon your request.

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

TERESA EVANS-JOHNSON (printed name of licensee), affiliated with
BURCH REAL ESTATE GROUP (brokerage name), is acting as the agent of:

☒ The Seller/Lessor. ☐ The Buyer/Lessee.
☐ The Seller/Lessor as a Designated Dual Agent. ☐ The Buyer/Lessee as Designated Dual Agent.
☐ The undersigned Seller/Agent is unrepresented. ☐ The undersigned Buyer/Lessee is unrepresented.
☐ Both the Seller/Lessor and Buyer/Lessee, as a Limited Dual Agent

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>[Signature]</u> Seller/Lessor ROBERT L. NELSON AS ATTORNEY IN FACT	<u>2-14-25</u> Date	 Buyer/Lessee	 Date
 Seller/Lessor	 Date	 Buyer/Lessee	 Date
 Seller/Lessor	 Date	 Buyer/Lessee	 Date

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

Licensee's Signature Teresa Evans Johnson Date 2-14-2025
Licensee's Signature _____ Date _____



West Virginia
Real Estate Commission
300 Capitol Street
Charleston, WV 25301
(304) 558-3555
<http://rec.wv.gov>



**BURCH REAL ESTATE GROUP**

200 South George St.
Charles Town, WV 25414
681-252-3002 Office
JW Wohlever - Broker

EASTERN PANHANDLE BOARD OF REALTORS®
ITEMS TO CONVEY/FINAL WALK-THROUGH INSPECTION

Seller: JACOB R. NELSON
Street Address: 108 W. MAIN STREET
City: HEDGESVILLE West Virginia, Zip: 25427

YES	#	ITEMS	YES	#	ITEMS	YES	#	ITEMS
☐		Alarm System	☐		Garage Opener	☐		Storage Shed
☒	1	Microwave	☐		w/Remote	☒	1	Stove or Range
☒	1	Ceiling Fan	☐		Heating Stove	☐		Wall Mount Brackets
☒	1	Clothes Dryer	☐		(Type)	☐		Wall Oven
☒	1	Clothes Washer	☐		Hot Tub, Equip & Cover	☐		Water Treatment System
☐		Cooktop/Counter	☐		Playground Equipment	☒		Window A/C Unit
☐		Dishwasher	☐		Pool, Equip, & Cover	☐		Window Blinds/Shades/Hardware
☐		Disposal	☐		Refrigerator w/o Icemaker	☐		Window Treatments Installed
☐		Freezer	☒	1	Refrigerator w/ Icemaker			

A. Smart Devices: _____

B. As-Is Items: Seller will not warrant the condition or working order of the following items and/or systems:

ALL ITEMS AS-IS

C. Other Items to Convey: NEGOTIABLE STORE CONTENTS

SELLER:

[Signature]
Signature ROBERT L. NELSON AS ATTORNEY IN FACT Date

BUYER:

[Signature]
Signature Date

Signature Date

Signature Date

FINAL WALK-THROUGH INSPECTION

Final Walk-Through Inspection made on: _____

Buyer has inspected the property and found it to be in accordance with the terms of the Contract. All items are in acceptable condition (see Residential Sales Contract #10). Exceptions are noted below:

- ☐ Seller to credit the Buyer \$ _____
☐ Repairs to be paid from escrow as per escrow agreement.
☐ Seller to correct discrepancies within _____ days.

The Agent shall not be liable for any breach of any agreement made by the Seller and Buyer above.

SELLER:

Signature Date

Signature Date

Signature Date

Signature Date

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

For the sale of Property at: 108 W. MAIN STREET. HEDGESVILLE. WV 25427

SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed): 1840

 Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)
mw Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
 Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

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.

II. Seller Disclosure (each Seller complete items 'a' and 'b' below)

(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.

III. Purchaser Acknowledgment (each Purchaser/Tenant initial and complete items c, d, e, and f below)

c. _____ Purchaser has read the Lead Warning Statement above.

d. _____ Purchaser has received copies of all information listed above. _____ (If none listed, initial here.)

e. _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

f. Purchaser has (each Purchaser initial (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.

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

IV. Agent's Acknowledgment (initial item 'g' below)

g. TEJ Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller and the Purchaser of their obligation under this law as evidenced by the Seller and the Purchaser having completed this form.

V. 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.

mw _____
Seller Date 2-14-25
JACOB R. NELSON

Purchaser Date

Seller Date
Teresa Evans-Johnson 2-14-2025
Agent Date
TERESA EVANS-JOHNSON

Purchaser Date

Agent Date

EPBR Lead Paint 8/2017

WEST VIRGINIA VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

(This is not a warranty of property condition)

Property Address: 108 W. MAIN STREET, HEDGESVILLE, WV 25427

Legal Description: LOT TOWN OF HEDGS 35 X 122 X 40.91 X 132

Notice to Purchaser: The information provided is the representation of the Sellers to the best of their knowledge as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

SELLER:

1. Year Built: 1840
2. How long have you owned the property? 8/15/2019 - CURRENT
3. Dates lived in the property: USED AS STORE, NOT RESIDENTIAL

Property Systems: Water, Sewage, Heating & Air Conditioning (answer all that apply)

Water Supply	☒ Public	☐ Well	☐ Other _____
Sewage Disposal	☒ Public	☐ Septic System approved for _____ (#) BR	
Heating	☐ Oil	☒ Natural Gas	☒ Electric ☐ Bottled ☐ Heat Pump Age _____ ☐ Other
Air Conditioning	☐ Oil	☐ Natural Gas	☒ Electric ☐ Bottled ☐ Heat Pump Age _____ ☐ Other
Hot Water	☐ Oil	☐ Natural Gas	☐ Electric Capacity _____ Gallons Age _____ ☐ Other
Internet Access in Home:	☐ Yes	☐ No	Current Provider: _____
Comments: _____			

Please indicate to the best of your knowledge with respect to the following:

1. **Foundation:** Any settlement or other problems? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 Comments: _____
2. **Basement/Crawlspace/Cellar:** Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 Comments: _____
3. **Roof:** Any leaks or evidence of moisture? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 Type of Roof: SHINGLE Age: 5 YRS 2019 NEW ROOF
 Is there any existing fire-retardant treated plywood? ☐ Yes ☐ No ☐ Unknown ☐ N/A
 Comments: _____
4. **Other Structural Systems:** (Including exterior walls and floors). Any defects (structural or otherwise)? ☐ Yes ☐ No ☒ Unknown ☐ N/A
 Comments: _____
5. **Plumbing System:** Is the system in operating condition? ☒ Yes ☐ No ☐ Unknown ☐ N/A
 Comments: UPDATED 2019
6. **Heating System:** Is heat supplied to all finished rooms? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown ☐ N/A
 Comments: _____
7. **Air Conditioning System:**
 Is cooling supplied to all finished rooms? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown ☐ N/A
 Comments: _____

8. **Electric System:** Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

☐ Yes ☐ No ☒ Unknown ☐ N/A

Comments: UPGRADE 2019

9. **Septic Systems:** Is the septic system functioning properly?

☐ Yes ☐ No ☐ Unknown ☒ N/A

When was the system last pumped? Date: _____

☐ Unknown

Comments: _____

10. **Water Supply:**

Any problem with water supply?

☐ Yes ☒ No ☐ Unknown ☐ N/A

Home water treatment system:

☐ Yes ☒ No ☐ Unknown ☐ N/A ☐ Leased

Fire sprinkler system:

☐ Yes ☒ No ☐ Unknown ☐ N/A

Are the systems in operating condition?

☐ Yes ☐ No ☐ Unknown ☒ N/A

Comments: _____

11. **Insulation:**

In exterior walls?

☐ Yes ☐ No ☒ Unknown ☐ N/A

In ceiling/attic?

☐ Yes ☐ No ☒ Unknown ☐ N/A

In other areas? Where? _____

☐ Yes ☐ No ☒ Unknown ☐ N/A

Comments: _____

12. **Exterior Drainage:** Does water stand on property for more than 24 hours after heavy rain?

☐ Yes ☐ No ☒ Unknown ☐ N/A

Are gutters and downspouts in good repair?

☐ Yes ☐ No ☒ Unknown ☐ N/A

Comments: _____

13. **Wood-destroying insects:**

Any infestation and/or prior damage?

☐ Yes ☐ No ☒ Unknown

Any treatments or repairs?

☐ Yes ☐ No ☒ Unknown

Any warranties?

☐ Yes ☐ No ☒ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, methamphetamine lab, radon gas, lead-based paint, underground storage tanks, any mining operations or other past contamination) on the property?

☐ Yes ☐ No ☒ Unknown

If yes, please specify: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☐ No ☒ Unknown

Comments: _____

16. Are there fireplace(s)/Woodstove(s)/chimneys(s)?

☐ Yes ☒ No ☐ Unknown ☐ N/A

In good working condition?

☐ Yes ☐ No ☐ Unknown ☒ N/A

Comments: _____

17. Are there any zoning violations, non-conforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

☐ Yes ☐ No ☒ Unknown ☐ N/A

If yes, please specify: _____

18. If you or a contractor has made improvements to the property, were the required permits pulled from the county or local permitting office?

☐ Yes ☐ No ☒ Unknown ☐ N/A

Comments: _____

19. Is the property located in a flood zone, farmland/conservation area, wetland area and/or historic district designated by locality?

☐ Yes ☒ No ☐ Unknown ☐ N/A

Comments: _____

20. Is the property subject to any restrictions imposed by a Homeowner's Association, community association or any deed restrictions?

☐ Yes ☐ No ☒ Unknown ☐ N/A

Comments: _____

21. Are there any other material defects, including latent defects, affecting the physical condition of the property?

☐ Yes ☐ No ☒ Unknown ☐ N/A

Comments: IN BASEMENT. EXTRA SUPPORT WAS INSTALLED BECAUSE OF
HEAVY COMMERCIAL REFRIGERATORS ON MAIN FLOOR.

NOTE: Seller may wish to disclose the condition of other buildings on the property on a separate VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.


SELLER ROBERT L. NELSON AS ATTORNEY-IN-FACT

2-14-25
DATE

SELLER

DATE

PURCHASER

DATE

PURCHASER

DATE

DISCLAIMER

NOTICE TO SELLER: Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provide din the contract of sale and in the listing of latent defects set forth below; otherwise, please sign the VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned Seller 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.

The Seller has actual knowledge of the following latent defects:

 RLN
SELLER ROBERT L. NELSON AS ATTORNEY-IN-FACT

 2-14-25
DATE

SELLER

DATE

The purchaser acknowledges receipt of this Disclosure/Disclaimer document.

PURCHASER

DATE

PURCHASER

DATE



WEST VIRGINIA PROPERTY TAXES

West Virginia property tax bills are mailed in the middle of July. This bill is for January through December of the year in which you receive the bill. The assessment is based on what is on the land (i.e. house or vacant property) and the use (i.e. owner occupied or non-owner occupied) as of the first of July of the prior year.

The use and condition of the property on July 1 determine the tax classification and the amount of the taxes for the next calendar year.

One of the downfalls of this method of assessment is that it is difficult to determine the amount of the taxes that the purchaser will have to pay for the coming year, especially if the property has been rented, has been vacant, or there has been new construction. *For instance, if the property was not previously owner occupied, the taxes could be doubled.*

The following is an example of the timeline of West Virginia taxes:

JULY 1, 2023	JULY 15, 2024	SEPTEMBER 30, 2024	MARCH 31, 2025
County assesses the calendar year 2024 taxes based on the current property use and condition as of July 1, 2023.	Tax bill mailed for the calendar year 2024, which was assessed based on the property use and condition as of July 1, 2023.	1 ST Half 2024 Due. 2.5% discount if paid by September 1 st . Additional fees if paid after September 30 th .	2 nd Half 2024 Due. 2.5% discount if paid by March 1 st . Additional fees if paid after March 31 st .

Real estate contracts call for the pro-ration of the taxes for the current calendar year. No provisions are typically made for subsequent years.

Please consult your settlement agent with any questions you may have regarding this matter.

SELLER:

DATE _____ SIGNATURE  ROBERT L. NELSON AS ATTORNEY-IN-FACT

DATE _____ SIGNATURE _____

PURCHASER:

DATE _____ SIGNATURE _____

DATE _____ SIGNATURE _____

Berkeley County Sheriff's Tax Office

Berkeley County Real Property



Tax Year: 2024

Account Number: 06015153

Ticket #: 0000036846

Taxpayer I.D.:

District: 05 - HEDGESVILLE TOWN

Property Owner	Property Description
NELSON JACOB 1030 CONNOR BOWERS RD HEDGESVILLE, WV 25427 Lending Institution:	LOT TOWN OF HEDGS 35X122X40.91X132 Map/Parcel: 1 / 0066 0000 0000 Lot Size: Acreage: Book: 1259 Page: 534

Tax Class: 4

Homestead Exemption: None

Back Tax: None

Exoneration: None

Prior Delinquents: None

Special Disposition: None

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	20100	20100	
Building	26100	26100	
Total	46200	46200	620.38

DUE: First Half: none due Second Half: none due Total Due: none due

PAYMENTS RECEIVED:

	First Half	Second Half
Net	620.38	620.38
Discount	.00	15.51
Interest	.00	.00
Total	620.38	604.87
Date	09/12/2024	09/12/2024

Please Remit Payment (if any) to: Berkeley County Sheriff's Tax Office

400 W Stephen Street

Suite 104

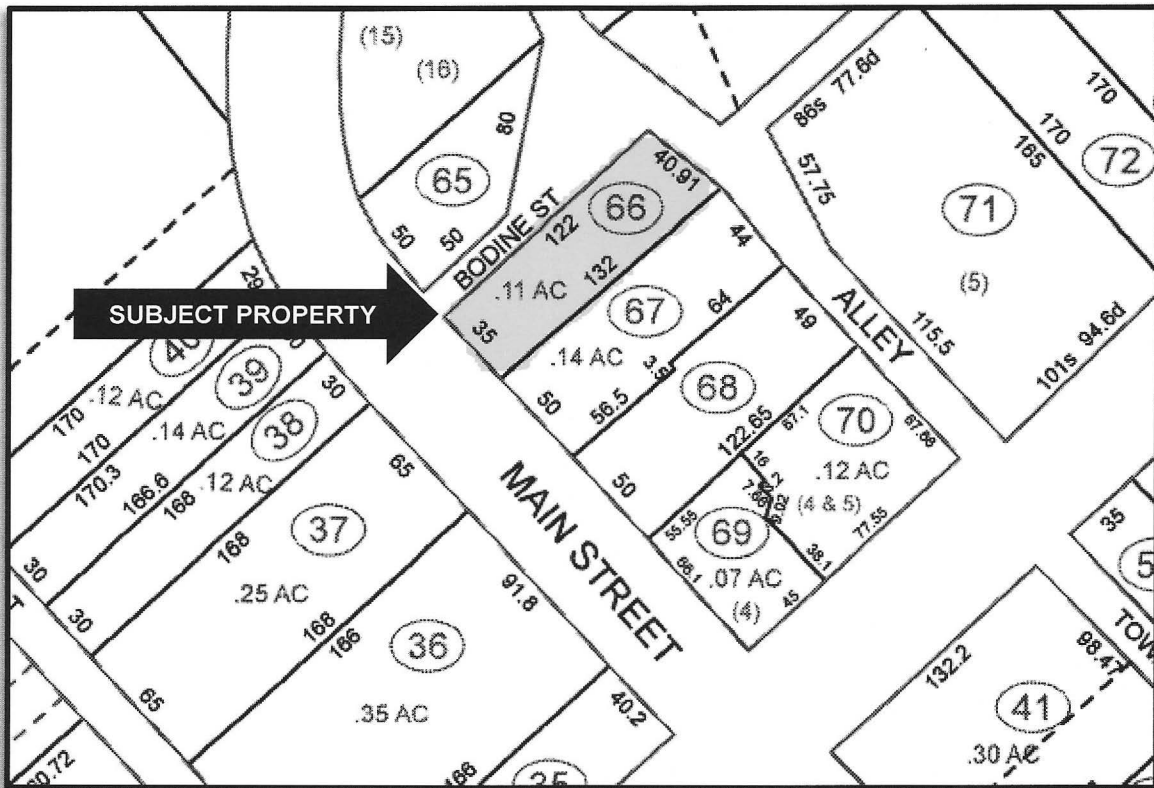
Martinsburg, WV 25401

Or call (304) 264-1982 with questions.

SUBJECT PROPERTY

Jacob R. Nelson
108 West Main Street
Hedgesville, WV 25427

District: 5 Hedgesville City Map: 1 Parcel: 66
Deed Book/Page: 1259/534
Description: Lot Town of Heds 35x122x40.91 x 132



[Signature]
SELLER

2-17-78
DATE

BUYER

DATE

SELLER

DATE

BUYER

DATE

PROPERTY CARD - BERKELEY COUNTY WV 2024

GEOGRAPHIC LOCATION: DISTRICT 5 TOWN NAME HDGSV CTY [MAP 1](#) PARCEL 66 FILE TYPE A

OWNER: NELSON JACOB
1030 CONNOR BOWERS RD
HEDGESVILLE, WV 25427

PROPERTY: 108 W MAIN ST STREET VALIDITY 1
DESCRIPTION: LOT TOWN OF HEDGS 35X122X40.91X132

TOTAL VALUE	\$77,000	DEED BOOK/PAGE	1259/534
LAND VALUE	\$33,500	ACCOUNT	06015153
BUILDING VALUE	\$43,500	LAND SQ.FT.	4818
ASSESSED VALUE	\$77,000	ACREAGE	0.1106
MAP FILE	HT01----	LAND USE	105
SALE PRICE	\$100,000	NEIGHBORHOOD	951
SALE DATE	8/15/19	PROPERTY TYPE	C
RECENT		TAX CLASS	4
SALE CODE		VACANT	
		ABSENT	A

YEAR BUILT	AIR	
BUILDING AREA	FIREPLACE	
STORIES	BUILDING STYLE	
BASEMENT	CONDITION	
ROOMS	SPECIAL ID	0000
BEDROOMS	SELLER	WARREN DANNY R CONNIE S
BATHS	SALE PRICE 1	
EXTERIOR WALLS	SALES DATE 1	0000-00-00
HEAT TYPE	SALES PRICE 2	
FUEL TYPE	SALE DATE 2	0000-00-00

SKETCH:

MAP 1
PARCEL 66
ACCOUNT 06015153

NO FOOTPRINT SKETCH IS AVAILABLE FOR THIS PROPERTY.

108 W MAIN ST

KW

JACOB NELSON
1030 CORNOR BOWERS ROAD
HEDGESVILLE WV 25427-7519

Berkeley County
John W Small Jr. Clerk
Instrument 201900024418
08/19/2019 @ 11:24:37 AM
DEED
Book 1209 @ Page 534
Pages Recorded ?
Recording Cost \$ 45.00
Transfer Tax \$ 150.00
Farm Land Tax \$ 220.00

24418
THIS DEED, made and entered into this 15 day of August, 2019, by and between

DANNY R. WARREN and CONNIE S. WARREN, parties of the first part, hereinafter referred to as Grantors, and JACOB NELSON, party of the second part, hereinafter referred to as Grantee,

WITNESSETH: That for and in consideration of the sum of FIVE and 00/100 Dollars (\$5.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantors do hereby grant, bargain, sell and convey, and by these presents have granted, bargained, sold and conveyed unto the Grantee, in fee simple, with covenants of general warranty, that certain lot or parcel of real estate, with the improvements and appurtenances thereunto belonging, situate in the Hedgesville District, Berkeley County, West Virginia, and more particularly described as follows:

"All that certain lot, piece or parcel of land situate in the Hedgesville Town District, Berkeley County, West Virginia, and known and designated on the Berkeley County Tax Map HT 1 Parcel 66 (formerly 2 Par 5), located on Main Street and being 35 x 130 feet." Known for postal purposes as 108 W. Main St., Hedgesville, WV.

AND BEING the same real estate conveyed to Danny R. Warren and Connie S. Warren by deed dated July 8, 1998, from Grand Lodge of the Independent Order of Odd Fellows of West Virginia, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 602, at page 264.

This conveyance is made subject to and together with any other covenants, conditions, agreements, easements, rights, rights-of-way and/or restrictions of record and in existence, including, but not limited to, those of record in the aforesaid Clerk's Office in Deed Book 397, at page 394.

DECLARATION OF CONSIDERATION OR VALUE

Under the penalties of fine and imprisonment as provided by law, the undersigned Grantors hereby declare that the total consideration for the property transferred by the document to which this declaration is appended is \$100,000.00.

J.R.

J.W.
C.S.W.
K

The undersigned Grantors further declare under the penalties of perjury that said Grantors are residents of the State of West Virginia, and therefore exempt from the requirement of withholding tax under West Virginia Code §11-21-71b.

WITNESS the following signatures.

Danny R. Warren
Danny R. Warren

Connie S. Warren
Connie S. Warren

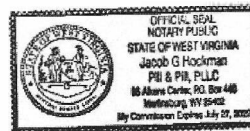
STATE OF WEST VIRGINIA
COUNTY OF BERKELEY, to-wit:

The foregoing instrument was acknowledged before me this 15 day of August, 2019, by Danny R. Warren and Connie S. Warren, Grantors named herein.

Jacob G. Hockman
Notary Public

My commission expires:

July 27, 2022



THIS DEED PREPARED BY:
David D. Pill, Esquire
PILL & PILL, PLLC
P.O. Box 440, 85 Aikens Center,
Martinsburg, West Virginia 25405

AFTER RECORDING, PLEASE RETURN TO:

Jacob Nelson
1030 Conner Bowers Rd.
Hedgesville, WV 25427

kli/79239 Nelson Deed

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DEED OF EASEMENT AND RIGHT OF WAY

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THIS DEED made 16 day of JANUARY, 1986 by and between THE BOARD OF TRUSTEES OF HEDGESVILLE REBEKAH LODGE #65, INDEPENDENT ORDER OF ODD FELLOWS, as GRANTORS, and Berkeley County Public Service Sewer District, a public corporation and political subdivision of the State of West Virginia, as GRANTEE.

VERSIS, the Grantee, Berkeley County Public Service Sewer District, was duly created by The County Commission of Berkeley County, for the public purpose of providing sewerage service conducive to the preservation of public health, comfort and convenience to its territory, on April 10 1979, by Order entered in Minute Book 25, page 235, pursuant to the provisions of 16-131-1 thru 16-131-25 of the West Virginia Code of 1931, as amended, and;

VERSIS, the Grantee, Berkeley County Public Service Sewer District, in exercise of its powers for the acquisition of lands, rights or easements granted to it by 16-131-8 of the West Virginia Code of 1931, as amended, and pursuant to its rules and regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, enacted by the Ninety-First Congress of the United States of America, (42 States Code 4651-4655), and the Act Providing for Implementation of the Act of Congress entitled "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", Acts of the Legislature of West Virginia, Chapter 53, Regular Session 1972, (52-3-1 thru 54-3-5 of the West Virginia Code of 1931, as amended), and in furtherance of its public purpose, and;

VERSIS the Grantee, Berkeley County Public Service Sewer District, in implementing the provisions and policies of such federal act, and further pursuant to a resolution of the public service board, at a meeting duly called and at which a quorum was present, does enter into this deed for the acquisition of real property from the Grantors, and by the payment of the consideration, as hereinafter set forth, and the acceptance of this deed, the Grantee warrants that the real property acquired by this deed is situate within its authorized territory.

WITNESSETH, that for and in consideration of the sum of ten Dollars (\$10.00), cash in hand paid, the receipt of all of which is hereby acknowledged, the said GRANTORS, THE BOARD OF TRUSTEES OF HEDGESVILLE REBEKAH LODGE #65, INDEPENDENT ORDER OF ODD FELLOWS, do hereby grant and convey, with covenants of general warranty, unto the GRANTEE, Berkeley County Public Service Sewer District, those certain permanent and temporary rights of way and easements, as described and shown on a sketch plat attached hereto, or in, upon or along those certain parcels of lots, situate in the HEDGESVILLE TOWN District, Berkeley County, West Virginia, more particularly described as follows:

See Attached Exhibit

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AND BEING a portion of the same real estate conveyed to the
 GRANTORS by deed dated 14 JUNE 1979 from GRAND LODGE OF THE INDEPENDENT
ORDER OF ODD FELLOWS OF WEST VIRGINIA and on record in the
 Office of the Clerk of the County Commission of Berkeley County, West
 Virginia, in DGED Book 334, page 421

The said permanent right of way and easements as described and shown on the sketch plat attached hereto, herein conveyed shall be for the purpose of constructing, installing, operating, and maintaining, replacing, and enlarging sewer lines, extensions, and branch or tributary sewer lines including necessary fixtures, meters, manholes, and necessary pumps and structures, electric and telephone lines, in, over, through and under the above described real estate. Grantee, its successors and assigns, contractors, employees and agents shall have right of ingress at any time for the operation, repair, maintenance, replacement and enlargement of said sewer lines and appurtenances.

The said temporary right of way and easements, as described and shown on the sketch plat attached hereto, herein conveyed shall be for the use by the Grantees, its successors, and assigns, contractors, employees and agents for all necessary purposes in the initial construction and installation of public sewer lines, including extensions, branches, and all necessary fixtures. It is agreed by the parties hereto that said temporary construction easement shall cease and terminate and all right to said easement shall revert to Grantors upon notice of completion of construction.

TOGETHER WITH a surface water drainage easement over the remaining lands of the Grantors for drainage of collected surface waters during and arising out of the construction, repair and maintenance of the said sewer lines and appurtenances. SUBJECT TO the obligation of the Grantee, its successors and assigns, contractors, employees and agents to remove any soil or other matter deposited upon said lands by erosion as a result of such water drainage.

It is an express condition of the granting of this easement that the surface or subsurface of the soil as may be disturbed in the construction, operation, use, maintenance and repair (including reconstruction) of such sanitary sewer will, at the expense of the Grantee, be replaced in a condition as good or better than the condition immediately before construction. Grantee agrees that it will replace all fences and that tree removal and tree damage will be kept to a minimum.

THE GRANTORS reserve the right to use the surface of the land herein conveyed, subject to the aforesaid easements and rights of way, provided that the Grantor shall not erect or construct a temporary or permanent structure in the permanent easement area. The Grantors shall not change the grade, reduce the ground cover to less than five feet, or interfere with sewer lines or attachments of sewer lines. If the Grantor attaches any improvements or vegetation to the surface of the lands subject to the aforesaid permanent easement and right of way, the Grantee, its successors and assigns, contractors, employees and agents, shall not be liable for its destruction or replacement which arises out of the repair, maintenance, replacement and enlargement of said sewer lines and appurtenances.

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AND FURTHER SUBJECT TO the limitation of the right of the Grantors to make any claim for damages as a result of the exercise of the construction, repair and maintenance easement granted above or the surface water drainage easement granted above, by the Grantee, its contractors, employees and agents, unless Grantors file a verified claim for damages with the public service board of Berkeley County Public Service Sewer District, its successors and assigns; within ninety (90) days from the date restoration has been completed.

Grantors acknowledge that they have received a copy of the appraisal, that part of the compensation they are receiving is in the nature of increasing the value of their property, that they are satisfied with the price and have received said compensation.

DECLARATION OF CONSIDERATION OR VALUE

We hereby declare that the total consideration paid for the property conveyed by the document to which this declaration is appended is \$ 1.00. This transfer is exempt from the excise tax on the privilege of transferring real property imposed under Section 11-22-2 of the West Virginia Code of 1931, as amended, for the reason that it is a transfer to a political subdivision of the State of West Virginia, and is not a document as defined in Section 11-22-1 of the West Virginia Code of 1931, as amended, and is valid for evidentiary and other purpose without documentary tax stamps being affixed.

WITNESS the following signatures:

Frances V. Ludwig, trustee

Frances V. Ludwig, trustee

STATE OF WEST VIRGINIA, COUNTY OF BERKELEY, to-wit:

I, BRAD B. HANSEN, a notary public of and for the County and State aforesaid, do hereby certify that FRANCES V. LUDWIG & FRANCES V. LUDWIG, husband and wife, whose names are signed to the foregoing writing bearing date 16 JAN. 1986, have this day acknowledged the same before me, in my said County.

Given under my hand this 16 day of JANUARY, 1986.

Brad B. Hansen
Notary Public

My Commission Expires:

26 January, 1994

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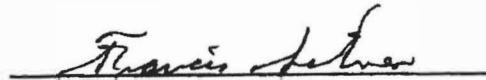
Manhole No. E-1-9

Berkeley County Public Service Sewer District
a Public Corporation of the State of West Virginia

OWNER: THE BOARD OF TRUSTEES OF HEDGESVILLE REBEKAH
LODGE #65 INDEPENDENT ORDER OF ODD FELLOWS
PROJECT: OPEQUON- HEDGESVILLE
Deed Book: 334 Page: 421 Magisterial District: HEDGESVILLE TOWN
Assessors Map: HT 2 Parcel No. 5
Date Signed: _____ Scale: 1"= 100'

Reviewed and Certified By

Francis Silver
Registered Land Surveyor No. 206
State of West Virginia



The following description is for a TEMPORARY sewer easement;

Beginning at 1), located in the EAST corner of property belonging to I.O.O.F. and the S.W. R/W OF A PUBLIC R/W; thence, running in a SOUTHWESTERLY direction with the N.W. PROPERTY LINE OF ASHTON 10ft. to 2); thence, running in a NORTHWESTERLY direction parallel to S.W. R/W OF A PUBLIC R/W 35ft. to 3); thence, running in a NORTHEASTERLY direction with the S.E. R/W OF SPRING STREET 10ft. to 4); thence, running in a SOUTHEASTERLY direction with the S.W. R/W OF A PUBLIC R/W 35ft. to 1); being the point of beginning.

In addition, NO manhole(s) shall be permitted to be constructed and maintained on Grantor's land, as shown on a plat attached hereto and made a part of this description.

Reference is hereby made to Contract No. HV-1. A more detailed set of plans is filed at the Offices of the Berkeley County Public Service Sewer District, a Public Corporation of the State of West Virginia.

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On Jan. 17, 1986 the foregoing Document was produced in this
office and duly admitted to record at 12:45 P M.
Teste: John W. Small, Jr. Clerk of said Court



200 S. George Street
Charles Town, WV 25414
681-252-3002
JW Wohlever, Broker

AFFILIATED BUSINESS DISCLOSURE STATEMENT

To: JACOB R. NELSON
From: TERESA EVANS-JOHNSON
Property: 108 W. MAIN ST., HEDGESVILLE, WV 25427
Date: 2-11-2025

This is to inform you that **Burch Real Estate Group, LLC** has a business relationship with **Capital First Mortgage LLC**. Capital First Mortgage LLC, a mortgage lender, which is a service provider that you may choose to use in the purchase of your real estate investment. The owner of Burch Real Estate Group, LLC has a 50% ownership interest in Capital First Mortgage LLC.

Because of this relationship, the referral to Capital First Mortgage LLC may provide Burch Real Estate Group, LLC and its affiliated agents with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services provided by Capital First Mortgage LLC. Please note that you are not obligated to use Capital First Mortgage LLC as a condition for the purchase, sale, or refinance of the subject property. You have the freedom to shop around and select the best services and rates available to you.

CAPITAL FIRST MORTGAGE LLC MORTGAGE LOAN ORIGATION AND PROCESSING	
CHARGE OR RANGE OF CHARGES	
Origination:	Per program
Discount:	Per program
Prepaid Interest:	0-31 days
Interest:	See Broker for quotes
Processing:	\$495.00
Underwriting:	N/A
Credit Report:	\$62.00 per applicant
Appraisal:	\$450.00 - \$895.00
Appraisal Final Inspection:	\$150.00
Flood Certification:	\$15.00

Please note that the charges mentioned above are estimates and may vary based on the specific loan product, property, and other factors.

It is important to emphasize that you have the right to explore other settlement service providers who offer similar services. You are free to shop around to ensure that you receive the best services and rates for your specific needs.

If you have any questions, or require further clarification, please do not hesitate to contact us.

ACKNOWLEDGEMENT

I have read this disclosure form and understand that Burch Real Estate Group, LLC is referring me to purchase the above-described property with the services provided by Capital First Mortgage, LLC and may receive a financial or other benefit as the result of this referral.

CLIENT SIGNATURE: [Signature] DATE: 2-14-25

CLIENT SIGNATURE: _____ DATE: _____