

@WVGLISTOL Leaf-Off Mixed-Resolution Imagery



Part of 58/501, 66 Ac. Tract,  
which no conveyance was  
found

TM 8-1  
87/59  
P/O 7/4/09

Existing  
Road

N63°29'06"W  
346.50'

Neighbor  
Survey  
2025  
Just  
This  
Side

1534.50'

1887.00'

Daniel T. Sweitzer  
Tonia L. Sweitzer  
461/5  
85/438, P/O 5/5/01  
TM 37-1  
Sherman District

David L. Summerfield  
Sue A. Summerfield  
512/196  
MB 8-133  
TM 37-29  
Sherman District

Mark W. Renick  
602/686  
MB 10/29  
TM 37-2.1  
Sherman District

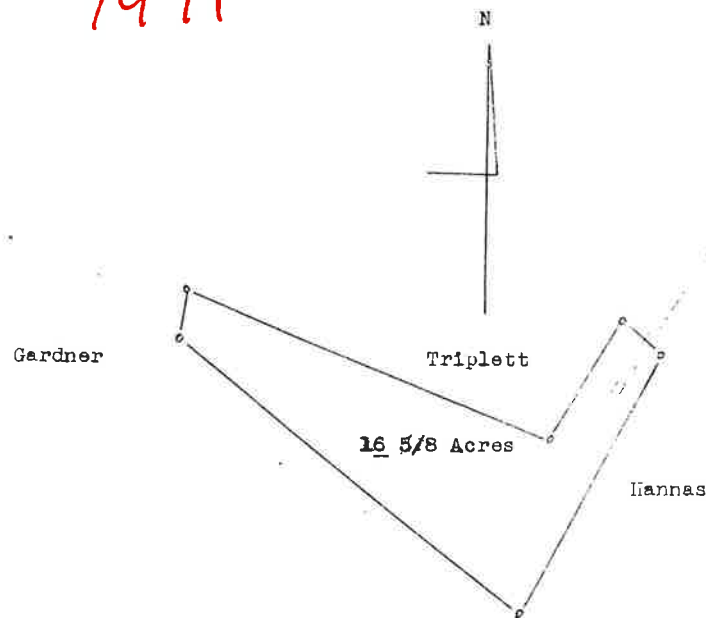
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Lot 1 -  
Jacks  
489/74  
MB 10/1  
TM 36-  
Sherman District

Lot 2 - Big Sky R  
Scott Michael Ca  
Lisa M. Carlin  
581/539  
MB 10/172  
TM 36-127.1  
Sherman District

"Dans Way"  
3/8" Capped Whitmore  
Rebar Found 50'  
From Corner  
5/8" Capped Whitmore  
Rebar Found

BALD HILL, SHEPARD DISTRICT, HAMPSHIRE COUNTY, WEST VIRGINIA

Survey From  
1971

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

Be it remembered that on the 8th day of April, 1971, at 3:04 P. M.,  
 this Deed of Plot was presented in the Clerk's Office of the County Court of said County and  
 with the certificate thereto annexed, admitted to record.

Attest Nancy C. Feller Clerk  
 County Court/Hampshire County, W. Va. 6/11

19087

295

AFTON R. MALICK AND  
GEORGIA P. MALICK, HIS WIFE;  
ADRIAN L. MALICK, SINGLE

TO: DEED

LYLE P. SMITH AND  
SHIRLEY N. SMITH, HIS WIFE

THIS DEED, made this  
7th day of April, 1971, by and  
between Afton R. Malick and  
Georgia P. Malick, his wife;  
Adrian L. Malick, single,  
grantors, parties of the first  
part, and Lyle P. Smith and  
Shirley N. Smith, his wife,  
grantees, parties of the second  
part,

WITNESSETH: That for and in consideration of the sum of  
Four Thousand Nine Hundred Fifty Dollars (\$4,950.00), of which  
said amount One Thousand Fifty Dollars (\$1,050.00) has been cash  
in hand paid, receipt whereof being hereby acknowledged, the  
balance thereof being represented by a promissory note executed  
by parties of the second part herein and payable unto parties of  
the first part, the said parties of the first part do, by these  
presents, grant and convey unto the said parties of the second  
part as joint tenants with full rights of survivorship as herein-  
after enumerated, and with covenants of General Warranty of title,  
all that certain tract or parcel of real estate situate on Bald  
Hill approximately three miles southeast of the Town of Romney,  
in Sherman District, Hampshire County, West Virginia, and more  
particularly bounded and described as follows:

"Beginning at the end of a wire fence in Tripplet's  
line; thence with the wire fence S. 29 57 W., 32.8  
poles; thence N. 67 32 W., 93 poles to a stonepile;  
thence with Fred Gardner's line S. 03 30 W., 6.6  
poles to the end of a wire fence and stonepile;  
thence S. 49 53 E., 102.5 poles to the corner of  
an old peach orchard; thence with the line of the  
Hannas realty N. 30 E., 68 poles; thence N. 62 30  
W., 12 poles to the beginning, containing 16-5/8  
acres, more or less."

And being a part of the same real estate that was conveyed  
unto the grantors herein by deed of Sunrise Orchard Company dated  
the 21st day of May, 1969, and of record in the Office of the



296  
Clerk of the County Court of Hampshire County, West Virginia, in  
Deed Book No. 181, at Page 573.

There is attached hereto and made a part hereof a map or  
plat of the real estate above conveyed.

For the consideration aforesaid there is further granted  
and conveyed unto parties of the second part, their heirs and  
assigns, the perpetual right to use that certain right of way  
or roadway leading from the northern end of the property herein  
conveyed in a northerly direction to the Bald Hill Road; thence  
down said Bald Hill Road to the end of a street which is shown  
on the plat or map of the Sunrise Summit Subdivision; thence  
along said street to the point where another road leads to the  
public road known as the Hannas Road, said right of way to be  
used for the purposes of ingress and egress, but same is not to  
be exclusive to the use of parties of the second part herein but  
may be used by the grantors herein, their heirs and assigns.

This conveyance is made unto the said parties of the second  
part as joint tenants with full rights of survivorship, which is  
to say, if the said Lyle P. Smith should predecease his wife,  
Shirley N. Smith, then the entire fee simple title in and to said  
real estate to vest wholly in Shirley N. Smith; and if the said  
Shirley N. Smith should predecease her husband, Lyle P. Smith,  
then the entire fee simple title in and to said real estate to  
vest wholly in Lyle P. Smith.

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.

WITNESS the following signatures and seals:

Adrian L. Malick (SEAL) Afton R. Malick (SEAL)  
Adrian L. Malick Afton R. Malick  
Georgia P. Malick (SEAL)  
Georgia P. Malick



WILLIAM M. ANSEL, JR.  
ATTORNEY AT LAW  
BOMMEY, WEST VIRGINIA

Right  
of way  
to  
Public  
Road

## 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

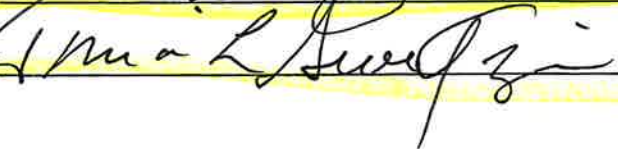
Owner



Date

12-1-25

Owner



Date

12-1-25

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*).

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(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*).

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(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

12/1/25  
DATE

  
SELLER

12-1-25  
DATE

\_\_\_\_\_  
PURCHASER  
  
AGENT

\_\_\_\_\_  
DATE  
12-1-25  
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DATE

# 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:

Keenan Shulholtz (printed name of licensee), affiliated with  
West Virginia Land & Home Realty (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/Lessor 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>	<u>12/1/25</u>		
Seller/Lessor	Date	Buyer/Lessee	Date
<u>[Signature]</u>	<u>12/1/25</u>		
Seller/Lessor	Date	Buyer/Lessee	Date
	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 [Signature] Date 12-1-25

Licensee's Signature \_\_\_\_\_ Date \_\_\_\_\_



300 Capitol Street  
Charleston, WV 25301  
(304) 558-3555

<http://rec.wv.gov>

