

DEED

THIS DEED, made this day of March, 2010, by and between Dee STEWARD, GRANTOR; and Douglas S. ILES, GRANTEE;

WITNESSETH:

THAT, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell and convey, in fee simple and with General Warranty, unto the GRANTEE, the following described property:

ALL THAT certain lot or parcel of real estate, together with all rights, rights-of-way, privileges, improvements if any, and appurtenances thereunto belonging or in anywise appertaining, lying and being situate in Gore District, Hampshire County, West Virginia, containing 16.421 acres, more or less, situate one mile south of Hoy road, east of County Road #50/10 and west North River, and being more particularly bounded and described by courses and distances as shown on the attached survey description prepared by Richard L. Moreland, PS No. 2021, dated July 26, 2005, recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 446, at Page 460, a plat of survey having also been prepared by Richard L. Moreland, PS No. 2021, dated July 26, 2005, and recorded in the aforesaid County Office in Plat Book 10, at page 95.

AND BEING the same property conveyed to the Grantor herein by Deed recorded in Deed Book 446, at Page 640, in the aforesaid Clerk's Office.

This conveyance is made subject to covenants, conditions, restrictions, easements and rights of way of record.

The GRANTOR covenants that said GRANTOR has the right to convey the aforesaid property; that the GRANTOR has done no act to encumber said property; and that the GRANTOR will execute such further assurances as may be requisite.

DECLARATION OF CONSIDERATION OR VALUE

The GRANTORS do hereby certify that the total consideration paid for the property conveyed by the document to which this declaration is attached was \$43,000.00.

The undersigned Grantor further declares under the penalties of perjury that said Grantor is a resident of the State of West Virginia, and therefore exempt from the requirement of withholding tax under West Virginia Code Section 11-21-71(b).

WITNESS the following signature and seal:

Dee Steward (Seal)

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do certify that Dee Steward, whose name is signed to the foregoing document, acknowledged the same before me this ____ day of March, 2010.

Notary Public

Prepared by: Briel, P.C., Attorneys
201 N. George Street, Suite 101
Charles Town, WV 25414

File No.

Case Name:

INFORMED CONSENT

Briel P.C. Attorneys has been hired to conduct your Real Estate Closing. We are hereby informing you that we work on behalf of multiple parties to this transaction and that we do not represent nor do we provide legal service to any of the parties to this transaction. We receive our instructions from the Lender and incorporate the terms of the contract into your settlement documents. If an issue arises between the parties, you will need to seek independent legal advice as we cannot represent any one party in this transaction.

ATTORNEY WORK PRODUCT DISCLOSURE

- a. Briel P.C. Attorneys has retained a direct relationship with the client and that the client has been informed that Briel P.C. Attorneys is available to the client and that Briel P.C. Attorneys maintains control of all client matters.
- b. That Briel P.C. Attorneys informed the client that a non-lawyer may be conducting the title examination.
- c. That Briel P.C. Attorneys has informed the client that Briel P.C. Attorneys remains fully responsible for such representation, including all actions taken or not taken in connection therewith by the non-lawyer, to the same extent as if such representation had been furnished entirely by the Law Office of Michael E. Briel, P.C..
- d. That Briel P.C. Attorneys has ascertained the non-lawyer's abilities, limitations and training, and that Briel P.C. Attorneys has supervised the search throughout the title examination, and has limited the non-lawyer's duties and responsibilities to those that can be competently performed in view of those abilities, limitations, and training.

- e. That Briel P.C. Attorneys has educated and trained the non-lawyer with respect to the ethical standard which apply to attorneys and has instructed the non-lawyer concerning the standards of client confidentiality.
- f. That none of the services performed by the non-lawyer required the exercise of unsupervised legal judgment.
- g. That Briel P.C. Attorneys has continuously monitored and supervised the work of non-lawyer in order to assure that the service rendered by the non-lawyer were performed competently and in a professional manner.
- h. That Briel P.C. Attorneys is responsible for assuring that the non-lawyers do not engage in the unauthorized practice of law.
- i. That Briel P.C. Attorneys assumes responsibility for the improper conduct of non-lawyers and has, if applicable, assumed responsibility and taken appropriate action to prevent recurrence of improper behavior or activities.
- j. That Briel P.C. Attorneys has required all non-lawyers who deal directly with their clients to be identified to those clients as non-lawyers, and that Briel P.C. Attorneys is responsible for obtaining the understanding of the clients with respect to the role of those assistants and their limitations.
- k. That Briel P.C. Attorneys is responsible for monitoring and supervising the conduct of non-lawyers to prevent the violation of the ethical standards which apply to attorneys, and the Law Office of Michael E. Briel, P.C. is responsible for assuring that non-lawyers do not do anything which an attorney could not do.
- l. That Briel P.C. Attorneys agrees that the services performed by the non-lawyer supplement, merge with and become part of the attorney's work product.

m. That Briel P.C. Attorneys has complied with Rule 5.3 of the Rules of Professional Conduct.

Receipt of this document is hereby acknowledged this ____ day of _____, 200__.

Purchasers:

Sellers:

03/04/2010 14:28 FAX 304 822 6078

BOOK 446 PAGE 640

66624

Del. 9-16-05
Saulle & Stewart
Attorneys at Law

ROBERT J. LEONARD, single,
THEODORE J. JUST, single

THIS DEED, Made and entered into
this 18th day of August, 2005 by

and between ROBERT J. LEONARD,

TO: DEED

single, AND THEODORE J. JUST,

single, Grantors and Parties of the

First Part,

DEE STEWARD

AND

DEE STEWARD, of 111 Twinbrook

Circle, Winchester, Virginia 22602,

Grantee and Party of the Second Part.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration deemed valid in law, the receipt of all of which is hereby acknowledged, the said Grantors and Parties of the First Part do, by these presents, grant and convey with COVENANTS OF GENERAL WARRANTY OF TITLE and to be free and clear of all liens and encumbrances unto DEE STEWARD, her heirs or assigns, Grantee and Party of the Second Part, together with all rights, rights-of-way, privileges, improvements, if any, and appurtenances thereunto belonging or in anywise appertaining, the following described lot or parcel of real estate, lying and being situate in GORE DISTRICT, HAMPSHIRE COUNTY, WEST VIRGINIA, containing 16.421 Acres, more or less, situate one mile south of Hoy Road, east of County Road # 50/10 and west of North River, and being more particularly bounded and described by courses and distances as shown on the attached Survey Description prepared by Richard L. Moreland, PS No. 2021, dated July 26, 2005. A Plat of Survey has also been prepared by Richard L. Moreland, PS No. 2021, dated July 26, 2005 and to be recorded in the Office of the Clerk of the County Commission of HAMPSHIRE COUNTY, WEST VIRGINIA prior to or contemporaneously with the recordation of this Deed.

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Being the same real estate conveyed unto Robert J. Leonard, single, and Theodore J. Just, single, by Deed of Sharon P. Matter and Richard L. Matter, her Husband, dated the 2nd day of May, 1989 and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 309 at Page 285.

For the consideration aforesaid, the Grantors do hereby convey unto the Grantee, her heirs and assigns, all of their right, title and interest in and to all existing rights and rights-of-way which are appurtenant to this real estate. The Grantors do specifically convey unto the Grantee, her heirs and assigns, all of their right, title and interest in and to the right to use an access road which intersects County Road #50/19 and which extends east to the eastern-most portion of the tract of real estate herein conveyed as described in prior deeds in the chain of title.

Reference is further made to the Plat of this real estate, which Plat is to be recorded either prior to or contemporaneously with this Deed and for a more complete description of the real estate herein conveyed and also the access road described in the prior deed.

The real estate herein described is conveyed unto the Grantee subject to those certain covenants and restrictions which shall be deemed as covenants and restrictions running with the land and which are as follows:

1. No commercial chicken, poultry or hog farm shall be permitted on the subject real estate.
2. The use of recreational ATVS, more commonly referred to as four-wheelers, on the subject real estate is prohibited except for maintenance work around the property.
3. There is further reserved unto the two Grantors, Robert J. Leonard and Theodore J. Just, the permissive right to walk or hike on the roadway near the boundary line for recreational purposes only. This right is exclusive to the two above-named Grantors and does not extend to any other persons, and shall terminate upon the Grantee having no further interest in the adjoining property, either by death, conveyance or otherwise.

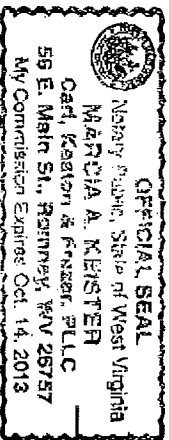
For the consideration aforesaid, the Grantors do hereby grant and convey unto the Grantee, her heirs and assigns, all of their right, title and interest in and to all mineral rights and timbers in and to the subject real estate.

BOOK 446 PAGE 643

STATE OF WEST VIRGINIA,
COUNTY OF HAMPSHIRE, TO WIT:

I, Marcia A. Keister, a Notary Public in and for the
aforesaid County and State, do hereby certify that THEODORE J. JUST, single, whose name
is signed to the foregoing and annexed writing bearing date of the 18th day
of August, 2005 has this day acknowledged the same before me in my County and
State.

Given under my hand this 19th day of August, 2005.
My commission expires: 10/14/13



Marcia A. Keister
NOTARY PUBLIC

DECLARATION OF CONSIDERATION

Under penalties of fine and imprisonment as provided by law, the undersigned does
hereby declare that the total consideration for the property conveyed by the document to
which this declaration is appended is \$ 40,000.00

Theodore J. Just
GRANTOR-GRANTEE

WITHOUT EXAMINATION OF TITLE

THIS INSTRUMENT WAS PREPARED BY SAVILLE & STEWART, P. L. L. C.
ROYCE B. SAVILLE ATTORNEY AT LAW
95 WEST MAIN STREET P. O. DRAWER 2000
ROMNEY, WEST VIRGINIA 26757-2000