

**SMITH & MASON APPLE FARMS LLC,  
A West Virginia Limited  
Liability Company**

**TO: DEED**

**FRANK ESCOBEDO, JR.**

THIS DEED, Made this 24<sup>th</sup> day of  
September, 2013, by and between Smith  
& Mason Apple Farms LLC, a West  
Virginia Limited Liability Company,  
Grantor, party of the first part, and  
Frank Escobedo, Jr., Grantee, party of  
the second 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 party of the first part does, by these presents, grant and convey unto the said party of the second part, with covenants of General Warranty of Title, together with all rights, rights of way, improvements and appurtenances thereunto belonging, all those two certain tracts or parcels of real estate situate in Gore District of Hampshire County, West Virginia, designated as **Revised Lot No. Twenty-Three (23), containing 8.85 acres, more or less, and Lot No. Twenty-Four (24), containing 6.98 acres, more or less, of Section 1, Levels View Subdivision**, as shown on the *Plat of Survey for Peter E. Kephart and Michelle S. Walshe, Lots 21 through 24 Levels View Subdivision*, as prepared by Gary A. Hedrick, Geodetic Positioning Services, dated October 11, 2006, attached to the deed of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book No. 475, at page 125, and by this reference made a part hereof as if set out in full;

And Lot 23 being the same property conveyed to Smith & Mason Apple Farms LLC by deed of Madelyn I. Marrero, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 488 at Page 232.

And Lot 24 being the same property conveyed to Smith & Mason Apple Farms LLC by deed of Madelyn I. Marrero, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 492 at Page 397.

The Revised Lot 23 conveyed herein is comprised of the 7.60 acres of the original Lot 23 and 1.25 acres taken from Lot 22. The 1.25 acre tract was merged with the adjoining 7.60 acre tract, for a total of 8.85 acres. Any further modification of this land area shall be in compliance with the

county subdivision ordinance.

The real estate herein conveyed is subject to the following restrictions, which shall be deemed covenants running with the land:

1. *Residential Only* - This property is for residential purposes only and only one home may be built per lot. New homes are to be a minimum of 1,800 square feet of heated finished living space.
2. *Trailers and doublewides* - Mobile homes and double-wide mobile homes are not permitted on this property. Recreational Vehicle trailers are permitted for no more than 30 days at a time and no more than 60 days per year, except that one Recreational Vehicle trailer may remain on the premises for up to 9 months while active home construction is underway.
3. *Hunting* - Hunting and trapping of wildlife are not permitted on this property.
4. *Junk or junk vehicles* - All visible vehicles must be in operable condition and with current registration. Vehicles being stored without registration must be housed in a garage.
5. *Commercial uses* - No commercial use of this property is permitted. In-home occupations that cannot be detected from off the property are permitted.
6. *Subdividing* - Subdividing of this property is not permitted. However, minor boundary-line changes which do not increase the number of lots may be permitted, if in accordance with other laws.
7. *Commercial logging* - Commercial logging or any clear-cutting of the trees on this property is not permitted.
8. *Animals* - Farm animals and commercial dog breeding are not permitted on this property. Owners are responsible for maintaining their domestic animals in a manner that does not become a nuisance to other owners.
9. *Setbacks* - No new home or building may be closer than 50 feet from any lot line, unless such owner owns both affected lots.
10. *Offensive uses* - Any other offensive use of the property is hereby prohibited, even if not listed. Any owner can pursue damages and/or the cessation of such behavior in the courts.

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.

Although the real estate taxes may be prorated between the parties as of the date of the closing for the current tax year, the grantee agrees to assume and be solely responsible for the real estate taxes for calendar year 2014 and subsequent years, although same may still be assessed in the name of the grantor.

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

I hereby certify, under penalties as prescribed by law that the actual consideration paid for the real estate conveyed by the foregoing and attached deed is \$-0-, with the value of Lot 23 conveyed herein being \$200,000.00, and the value of Lot 24 conveyed herein being 49,900.00. The grantor affirms that it is a resident entity of the State of West Virginia and is therefore exempt from the tax withholding requirements of WV Code § 11-21-71b.

WITNESS the following signature and seal:

SMITH & MASON APPLE FARMS, LLC  
A West Virginia Limited Liability Co.

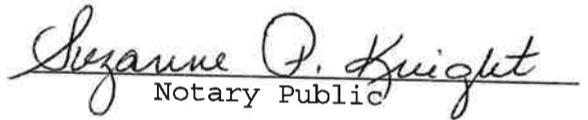
 (SEAL)  
Tyrone Krantz Sole Member

STATE OF West Virginia,  
COUNTY OF Hampshire, TO WIT:

I, Suzanne P. Knight, a Notary Public, in and for the county and state aforesaid, do hereby certify that Tyrone Krantz, in his capacity as Sole Member of Smith & Mason Apple Farms, LLC, whose name is signed and affixed to the foregoing deed dated the 24<sup>th</sup> day of September, 2013, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 25<sup>th</sup> day of September, 2013.



  
Notary Public

Notarial Seal

This instrument was prepared by W. Joseph Milleson, Jr., Attorney at Law, Romney, West Virginia, without the benefit of a title examination, title report, title certificate or title insurance commitment and neither the preparer nor Keaton, Frazer & Milleson, 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 for 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:\Frankie\Deeds\Escobedo fromSmith & Mason Apple Farms LLC.wpd  
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