

TIMOTHY A. GAJEWSKI
DIANE LIMAS

TO: DEED
DIANE LIMAS

THIS DEED, made this 18th day of
October, 2022, by and between TIMOTHY A.
GAJEWSKI and DIANE LIMAS, Grantors,
parties of the first part, and DIANE
LIMAS, party of the second part, Grantee.

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 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 that certain lot or parcel of real estate lying and being situate in Romney District, Hampshire County, West Virginia, described and designated as **Lot No. 7 of Little Mountain Estates, containing 8.424 acres**, more or less, as shown on the plats of said subdivision prepared by Rickie C. Davy, LLS, dated 6/11/93, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book 7 at Pages 56, 57 and 58, to which reference is made for a more particular description of said real estate and for any and all pertinent purposes.

And being the same real estate which was conveyed to Timothy A. Gajewski and Diane Limas by deed of Shamrock Properties, L.C., dated the 18th day of March, 1997, of record in the aforesaid Clerk's Office in Deed Book 374 at Page 477.

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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, including, but not limited to, the rights of way, easements and obligations set forth on the Plat of Little Mountain Estates, of record in the aforesaid Clerk's Office in Map Book 7, Pages 56-58, and as set forth in the Revised Reservations and Restrictive Covenants of Little Mountain Estates, of record in the aforesaid Clerk's Office in Deed Book 345 at Page 107, Deed Book 346 at Page 1, Deed Book 357 at Page 303, and any and all amendments thereto.

For the consideration aforesaid, the Grantors do grant and convey unto the Grantee, her heirs and assigns, a right to use the rights-of-way of Little Mountain Estates that are more particularly set forth and described on the aforesaid plat. Said rights-of-way are to be used for purposes of egress and ingress to and from said lot; however, it is understood that it is not an exclusive right-of-way but is to be used with others having the legal right to use same. Said rights of way are to be used for other purposes as outlined and set forth in the aforesaid restrictive covenants and conditions.

It is understood and agreed that there is a water well located and situate on Lot No. 14 of Little Mountain Estates, and the subject real estate is conveyed together with a non-exclusive easement to said water well located on Lot No. 14, together with the right to tap onto the water

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well, and construct, maintain and repair a water line to and from the water well. Said water well is to be used for residential purposes only by each of the Lots which has the right to use the same. A prior grantor previously reserved an easement for Lots 12, 11, 8, 7 and 7B of Little Mountain Estates to use the water well on Lot No. 14 for residential purposes, together with a right of entry onto Lot No. 14 to the extent reasonably necessary to install, re-install, repair, and/or maintain the water well and/or the line and accessories appurtenant thereto. Said prior grantor reserved cross easements over each lot designated above to use or have the right to use the waterline for residential purposes, so that any of the six lots which is served or intended to be served by the water well has a right of entry over, across and through each other to the extent that it is reasonably necessary to install, re-install, repair, and/or maintain the water well, and/or the water line and accessories appurtenant thereto. It is further understood and agreed that each party will be responsible for the repair and maintenance of his/her own water line. However, the cost of the maintenance and repair of the water well pump and all necessary accessories thereto, including other matters associated with the upkeep of said well, shall be shared proportionately among those entitled to use it, including the cost of electricity.

The real estate herein conveyed is subject to any other rights, ways, easements, restrictions or reservations which may affect the same and which are of record in the aforesaid Clerk's Office.

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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.

We hereby certify, under penalties as prescribed by law that the actual consideration paid for the one-half interest in real estate conveyed by the foregoing and attached deed is \$7,500.00. Timothy A. Gajewski affirms that he is not a West Virginia resident and therefore subject to the tax withholding requirements of the West Virginia Code.

WITNESS the following signatures and seals:

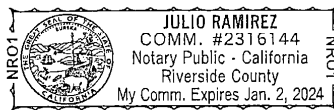
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Timothy A. Gajewski (SEAL)
TIMOTHY A. GAJEWSKI

STATE OF California,
COUNTY OF Riverside, TO WIT:

I, Julio Ramirez, a Notary Public, in and for the county and state aforesaid, do hereby certify that TIMOTHY A. GAJEWSKI, whose name is signed and affixed to the foregoing deed dated the 18th day of October, 2022, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 18 day of Oct, 2022.



Notarial Seal

[Signature]
Notary Public

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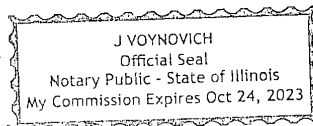
(Signatures and Notary provisions continue on the following page)

DIANE LIMAS (SEAL)
DIANE LIMAS

STATE OF FL,
COUNTY OF Cook, TO WIT:

I, J. Voynovich, a Notary Public, in and for the county and state aforesaid, do hereby certify that DIANE LIMAS, whose name is signed and affixed to the foregoing deed dated the 18th day of October, 2022, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 22nd day of October, 2022.



Notarial Seal

J. Voynovich
Notary Public

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\Limas from Gajewski Lot 7 Little Mountain Estates 2022.1463.wpd

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Hampshire County
Eric W. Strite, Clerk
Instrument 221834
10/27/2022 @ 09:07:49 AM
DEED
Book 590 @ Page 719
Pages Recorded 5
Recording Cost \$ 52.00
Transfer Tax \$ 41.25
Farm Land Tax \$ 16.50