# 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:

hate Mazelvach			
Pioneer Ridge Reathy	(printed name of licensee), affiliated with		
- Toyler pluge rearry	(brokerage name), is acting as the agent of:		
The Seller/Lessor	□_The Buyer/Lessee		
$\Box$ 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.		
D Both the Seller/Lessor and Buyer/Lessee, as a Limited			
<b>CERTIFICATION</b> 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.			
Seller/Lessor Date	Buyer/Lessee Date		
Seller/Lessor Date	Buyer/Lessee Date		
Seller/Lessor Date	Buyer/Lessee Date		
	Buyer/Lessee Date		

Licensee's Signature

Date



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



 http://rec.wv.gov

 THIS FORM HAS BEEN PROMULGATED BY THE WVREC FOR THE REQUIRED USE BY ALL WEST VIRGINIA REAL ESTATE LICENSEES

ITEMS TO CONVEY (AT NO VALUE)			
seller Mary C. Jacobse	n		
Street Address 149 W. Birch	County Hampshire		
City_Romney	, West Virginia Zip 57		
Image: Alarm System       Image: Alarm System       Image: Alarm System         Image: Alarm System       Image: Alarm System       Image: Alarm System         Image: Alarm System       Image: Alarm System       Image: Alarm System       Image: Alarm System         Image: Alarm System <t< td=""><td>Furnace Humidifier       Image Control       Image Contro       Image Control       Image Cont</td></t<>	Furnace Humidifier       Image Control       Image Contro       Image Control       Image Cont		
	n or working order of the following items and/or systems:		
B. Items That <u>Do Not</u> Convey:			
SELLER:	PURCHASER:		
Signature Jacobson 1/18/-	عج العليم الع العليم العليم ا		
Signature Da	te Signature Date		
<b>Final Inspection</b> (see Residential Sales Contract #8) of FINAL PROPERTY INSPECTION made on The items to convey and the following items are acceptable: Roof, Structure, Heating System, Plumbing, Water Heater, Exhaust fans, Lights/Outlets, Central Air, Attic Fans, Smoke Detectors, Door Keys, Blinds/Shades, etc. All items are in acceptable condition (see Regional Sales Contract #7) or are noted below			
<ul> <li>Seller to credit the Purchaser \$</li> <li>Repairs to be paid from escrow as per escrow agreement.</li> <li>Seller to correct discrepancies within days.</li> </ul>			
	h of any agreement made by the Seller and Purchaser above.		
SELLER:	PURCHASER:		
Signature Dat	te Signature Date		
Signature Dat	te Signature Date		
EPBR ITEMS TO CONVEY 7/2019 App	endix A		

#### West Virginia

## VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

i.

(This is not a warranty of the property condition)

Property Address 149 W. Birch in Romney WV. 20757			
Legal Description 22 +/- Int 22			
<b>NOTICE TO PURCHASER:</b> 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?			
<ol><li>How long have you owned the property?</li></ol>			
3. Dates lived in the property.			
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			
Hot Water Oil 🗋 Natural Gas 🗋 Electric Capacity Age Other			
Internet Access in Home 🗌 Yes or 🔲 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?			
Comments:			
3. Roof: Any leaks or evidence of moisture?			
Type of Roof: Age			
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)?			
Comments:			
Sellers Disclosure 7.2024 Page 1 of 4			

5. Plumbing System: Is the system in operating condition?	Yes No Unknown N/A
Comments:	
6. Heating Systems: 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
Is the system in operating condition?	Yes No Unknown N/A
Comments:	
8. Electric Systems: Are there any problems with electrical	fuses, circuit breakers, outlets or wiring?
0	☐ Yes ☐ No ☐ Unknown ☐ N/A
Comments:	
9. Septic Systems: Is the septic system functioning properly When was the system was last numbed? Detail	y? ☐ Yes ☐ No ☐ Unknown ☐ N/A
When was the system was last pumped? Date: Comments:	
10. Water Supply: Any problem with water supply?	Yes No Unknown N/A
Fire sprinkler system:	
Are the systems in operating condition?	
Comments:	
11. Public Service Connections: Has Seller received any content	ommunication regarding public convice
connection requirements?	
Comments:	
12. Insulation:	
In exterior walls?	
In ceiling/attic?	Yes No Unknown N/A
In any other areas? Where?	Yes No Unknown N/A
Comments:	
13. Exterior Drainage: Does water stand on the property for r	
	Yes No Unknown N/A
Are gutters and downspouts in good repair?	Yes No Unknown N/A
Comments:	
14. Wood-destroying insects: Any infestation and/or prior dan	nage?
	Yes No Unknown N/A
Any treatments or repairs?	Yes No Unknown
Any warranties?	Yes No Unknown
Comments:	
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15. 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 ☐ N/A

If yes, please specify	
16. If the property relies on the combustion of a fossil dryer operation, is a carbon monoxide alarm insta	lled in the property?
	🗋 Yes 🗋 No 🗋 Unknown 🗋 N/A
Comments:	
17. Are there Fireplace(s)/Woodstove(s)/Chimney(s)	Yes No Unknown N/A
In good working condition?	Yes 🗋 No 🗋 Unknown 🗋 N/A
Comments:	
18. Are there any zoning violations, nonconforming us requirements or any recorded or unrecorded ease property?	es, violation of building restrictions or setback ment, except for utilities, on or affecting the ☐ Yes ☐ No ☐ Unknown ☐ N/A
If yes, please specify	
19. If you or a contractor has made improvements to t from the county or local permitting office?	he property, were the required permits pulled ☐ Yes ☐ No ☐ Unknown ☐ N/A
Comments:	
20. Is the property located in a flood zone, farmland/c district designated by locality?	
Comments:	
21. Is the property subject to any restrictions imposed association or any deed restrictions?	
Comments:	
22. Are there any other material defects, including late the property?	nt defects, affecting the physical condition of ☐ Yes ☐ No ☐ Unknown ☐ N/A
Comments:	hand hand hand hand hand hand hand

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

Seller		Date
Seller		
		Date
Purchaser		Date
Purchaser		Date
Sellers Disclosure 7.2024	Page 3 of 4	

#### 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 provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and 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:

Seller	Date
D Mary C. Jacobson	1/18/25

Seller

Date

Date

Date

The purchaser acknowledges receipt of this Disclosure/Disclaimer Document.

Purchaser

Purchaser

Sellers Disclosure 7.2024

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

For the sale of Property at: 149 W. Birch Un Rosnney	INV 26757
SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UP initial ONE of the following and state Year Constructed):	ON REGARDING THE ABOVE PROPERTY, THAT (each Seller
Property (all portions) was constructed after January 1, 1978. (If in Property (any portion) was constructed before January 1, 1978. (If Seller is unable to represent and warrant the age of the property. (I	initialed, complete all sections )
SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD	D-BASED PAINT HAZARD REDUCTION ACT OF 1992.
Lead Warning Statement. Every purchaser of any interest in residential real property of that such property may present exposure to lead from lead-based paint that may place y poisoning in young children may produce permanent neurological damage, including lead problems, and impaired memory. Lead poisoning also poses a particular risk to pregnar required to provide the buyer with any information on lead-based paint hazards from risk notify the buyer of any known lead-based paint hazards. A risk assessment or inspection purchase.	voung children at risk of developing lead poisoning. Lead rrning disabilities, reduced intelligence quotient, behavioral nt women. The seller of any interest in residential real property is assessments or inspections in the seller's persential real property is
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	v): s 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 reconnected and/or lead-based paint hazards in the housing (list document)	rds and reports pertaining to lead- based paint
X(ii)	
III. Purchaser Acknowledgment (each Purchaser initial and complete items c, d, e a	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 Lea	d in Your Home.
fPurchaser has (each Purchaser initial (i) or (ii) below): (i)Received a 10-day opportunity (or mutually agreed upor presence of lead-based paint and/or lead-based paint ha (ii)Waived the opportunity to conduct a risk assessment or lead-based paint hazards	n period) to conduct a risk assessment or inspection for the azards. inspection for the presence of lead-based paint and/or
IV. Agent's Acknowledgment (initial item 'g' below)	
g. KIN Listing and Selling Sales Associates are aware of their duty to ensur informed the Seller and the Purchaser of their obligations under this law as evidenced by	re compliance with 42 U.S.C. 4852d. These Associates have 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 accurate.	knowledge, that the information they have provided is true and
Mary C. Jacobsen 4/18/25	
Seller Date	Purchaser Date
Seller Date	Purchaser Date
MAA - 4/18/25	
Agent Date	Agent Date

EPBR Lead Paint 8/2017