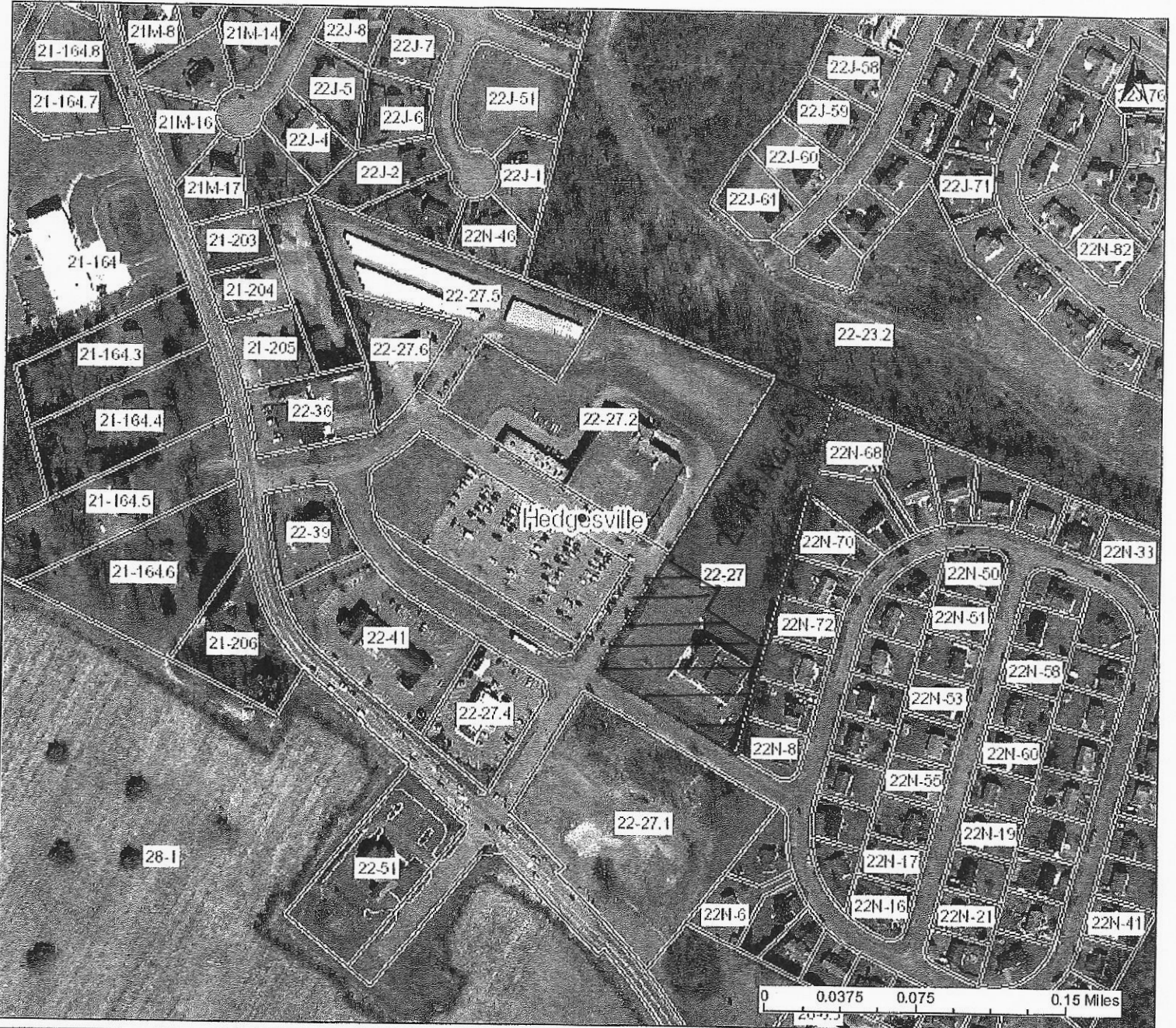


# PARCEL ID: 02-04-0022-0027-0000



## Legend

- Districts
- WWParcels

User Notes:

Map created on May 3, 2021

### Owner(s):

RANKIN & ASSOCIATES LLC

### Address:

181 ROARING LION DR

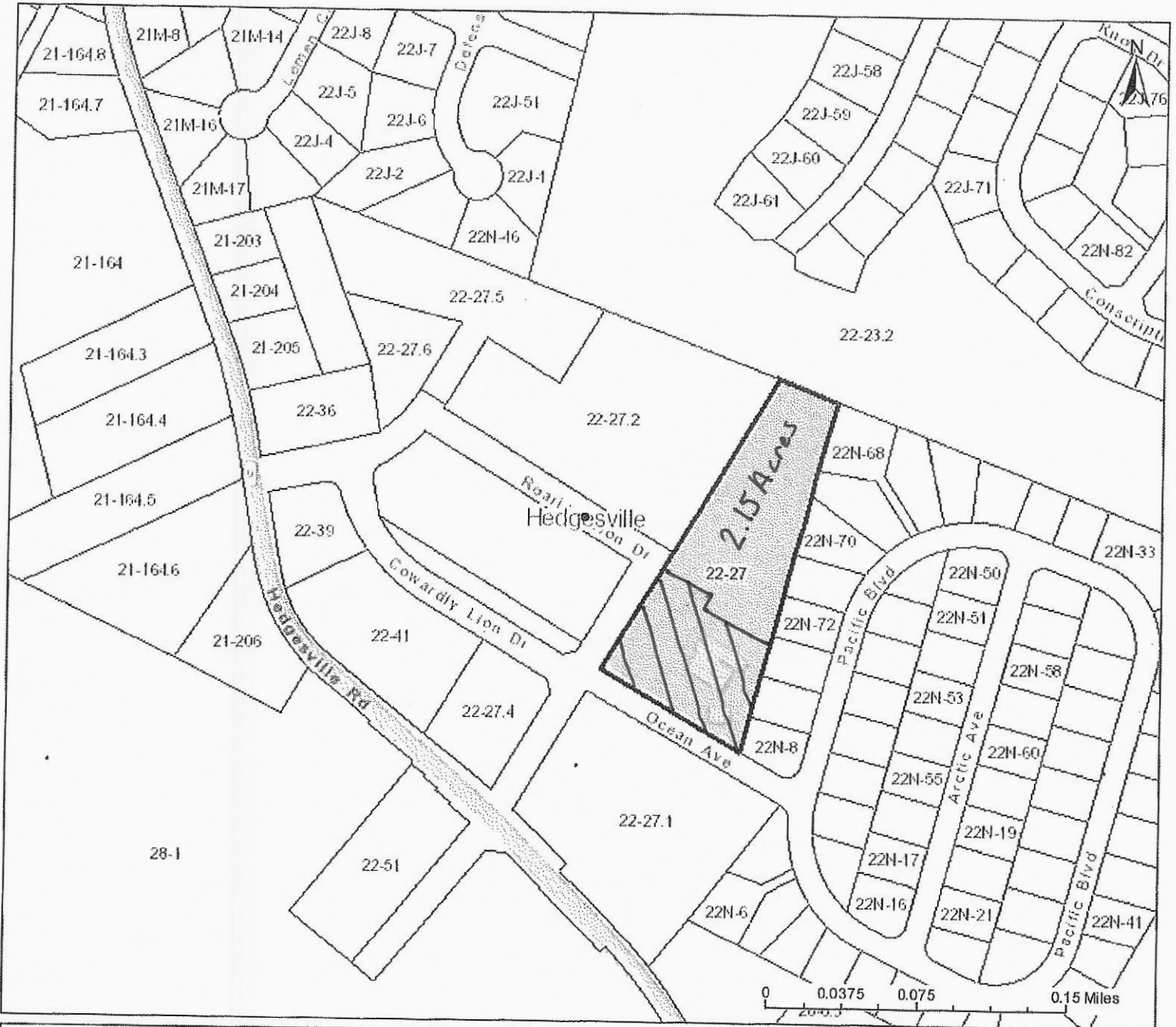
### Class Type:

Commercial

### Legal Description:

3.58 ACRES TIL BRANCH

# PARCEL ID: 02-04-0022-0027-0000



## Legend

- Districts
- WParcels

## User Notes:

Map created on May 3, 2021

### Owner(s):

RANKIN & ASSOCIATES LLC

### Address:

181 ROARING LION DR

### Class Type:

Commercial

### Legal Description:

3.58 ACRES TIL BRANCH

PROPERTY CARD - BERKELEY COUNTY WV 2024

GEOGRAPHIC LOCATION: DISTRICT 4 TOWN NAME HEDGESVILLE MAP 22 PARCEL 27 FILE TYPE A

OWNER: RANKIN & ASSOCIATES LLC  
688 GREEN HILL FARM LN  
SHEPHERDSTOWN, WV 25443

PROPERTY: 181 ROARING LION DR STREET VALIDITY 1  
DESCRIPTION: 3.58 ACRES TIL BRANCH 2.15 acres (part of) Lot ONLY

<del>TOTAL VALUE</del>	<del>\$2,114,900</del>	DEED BOOK/PAGE	1373/392
LAND VALUE	\$412,200	ACCOUNT	06029095
<del>BUILDING VALUE</del>	<del>\$1,702,700</del>	LAND SQ.FT.	155945
ASSESSED VALUE	\$2,114,942	ACREAGE	3.58
MAP FILE	HE22----	LAND USE	349
SALE PRICE	\$162,500	NEIGHBORHOOD	942
SALE DATE	7/6/12	PROPERTY TYPE	C
RECENT		TAX CLASS	3
SALE CODE	1	VACANT	
		ABSENT	A

YEAR BUILT	AIR	
BUILDING AREA	FIREPLACE	
STORIES	BUILDING STYLE	
BASEMENT	CONDITION	
ROOMS	SPECIAL ID	0000
BEDROOMS	SELLER	PHARES ROBERT W KELLEY RANKIN
BATHS	SALE PRICE 1	325000
EXTERIOR WALLS	SALES DATE 1	2004-07-01
HEAT TYPE	SALES PRICE 2	180000
FUEL TYPE	SALE DATE 2	2002-11-01
SKETCH:		

28977

THIS DEED, made and entered into this 6<sup>th</sup> day of July, 2011, by and between ROBERT W. PHARES AND KELLEY RANKIN, referred to as Grantors, and RANKIN & ASSOCIATES, LLC, party of the second part, hereinafter referred to as Grantee.

WITNESSETH: That for and in consideration of the sum of FIVE and 00/100 Dollars (\$5.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantors, do hereby grant, bargain, sell and convey, and by these presents have granted, bargained, sold and conveyed unto the Grantee, in fee simple, with covenants of general warranty, that certain lot or parcel of real estate, with the improvements and appurtenances thereunto belonging, situate in the Hedgesville District, Berkeley County, West Virginia, and more particularly described as follows:

Being all of 3.5792 acres, as shown on a Plat of Survey dated November 11, 2002, prepared by PC DiMagno, Engineers and Surveyors, dated November 11, 2002, and recorded in Deed Book 715, at page 598.

AND BEING the same real estate which was conveyed to Robert W. Phares and Kelley Rankin, by deed dated July 15, 2004 from Lionheart Hedgesville Limited Partnership, and recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 771, at page 507.

THIS CONVEYANCE IS MADE SUBJECT TO the condition that Grantee will grant and convey a portion of the property herein conveyed, consisting of approximately 0.3857 acre, for a storm water easement area located on the northwest corner of the property to an Association as required by a Storm Water Management Agreement and the November 1, 2002 "Agreed Order" of the Berkeley County Circuit Court in Civil Action 01-C-225. Grantee further agrees to comply with the terms of the above action in so far as the "Agreed Order" applies to the property herein conveyed. Additionally, this conveyance is subject to and together with the Declaration of Storm Water Management Facilities Easements and Covenant to Share Costs to which Grantee has received a copy.

THIS CONVEYANCE IS FURTHER SUBJECT TO a reservation by the Grantor, or his assigns, to have architectural review and approval of elevations of all improvements built on the property. Additionally, all improvements shall use similar building materials, colors and design criteria as the Food Lion Shopping Center located on the Grantor's adjacent property. Buyer shall send a request for approval via US Certified Mail, return receipt requested. Grantor shall have 10 days to respond to Grantee's request by US Certified Mail, return receipt requested.

Grantors failure to respond within 10 days shall be construed as consent to the proposed construction.

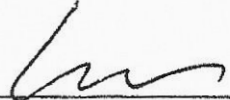
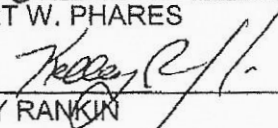
THIS CONVEYANCE IS FURTHER MADE SUBJECT TO AND TOGETHER WITH all those rights, reservations, restrictions, covenants, conditions, easements and rights-of-way and/or restrictions of record and in existence, including but not limited to those found in the aforesaid Clerk's office in Deed Book 625, page 512, Deed Book 679, page 471, Deed Book 645, page 7, Deed Book 666, page 350, Deed Book 649, page 457, and in Deed Book 715, at page 591.

**DECLARATION OF CONSIDERATION OR VALUE  
AND APPLICABILITY OF WITHHOLDING TAX**

Under the penalties of fine and imprisonment as provided by law, the undersigned Grantors hereby declare that the total consideration for the property transferred by the document to which this declaration is appended is \$162,500.00.

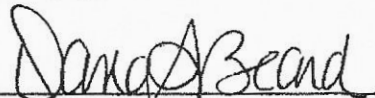
The undersigned Grantors further declare under the penalties of perjury that said Grantors are residents of the State of West Virginia, and therefore exempt from the requirement of withholding tax under West Virginia Code §11-21-71b.

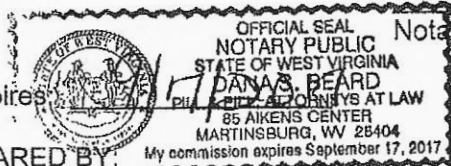
WITNESS the following signature and seal.

  
\_\_\_\_\_  
ROBERT W. PHARES  
  
\_\_\_\_\_  
KELLEY RANKIN

STATE OF WEST VIRGINIA  
COUNTY OF BERKELEY, to-wit:

The foregoing instrument was acknowledged before me this 6<sup>th</sup> of July, 2011, by Robert W. Phares and Kelley Rankin, the Grantors named herein.





My commission expires: 17/2017

THIS DEED PREPARED BY:  
David D. Pill, Esquire,  
PILL & PILL, PLLC  
85 Aikens Center  
P. O. Box 440  
Martinsburg, West Virginia 25402-0440

AFTER RECORDING, PLEASE RETURN TO:  
Rankin & Associates, LLC  
~~802 Rock Cliff Drive~~ 17 Victoria Drive  
Martinsburg, WV 25404-25403

JORN W  
BERKELE  
Instrum  
Date Re  
Documen  
Pages R  
Book-Pa  
Recorder  
Transfer  
REC-331 1  
Additor

29183  
INSPECTION AND MAINTENANCE AGREEMENT  
OF PRIVATE STORMWATER MANAGEMENT FACILITIES

THIS AGREEMENT, made this 13 day of June, 2013,

by and between Shenandoah Valley Physical Therapy + Sports Medicine, Inc.,  
hereinafter referred to as the "OWNER(S)" of the following property: \*(Provide address  
or legal property description. District, Tax Map, Parcel and Name of Project).\*

Hedgesville Map 22 Parcel 27  
Hedgesville Physical Therapy Center

\_\_\_\_\_, and The Berkeley County Council,  
hereinafter referred to as the "Council."

WITNESSETH:

We, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, and possessing all rights, titles, and interests in the property described above, do hereby covenant with the Council and agree as follows.

1. THE OWNER(S) shall provide for the maintenance of the stormwater management facility to ensure that the facility is and remains in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform necessary landscaping (grass cutting, etc.), trash removal and other regular maintenance.
2. If necessary, the OWNER(S) shall levy regular or special assessments against all present or subsequent owners of property served by the facility to ensure that the facility is properly maintained.
3. The OWNER(S) shall grant the Council or its agent and contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the facility.

**RECEIVED** Should the OWNER(S) fail to maintain the facility or correct any defects within a reasonable period of time (30 days maximum) after proper

JUN 13 2013

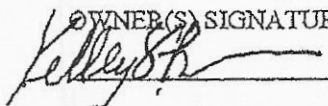
SCANNED

written notice by the Council, the Council is authorized to perform the necessary maintenance or repairs and may assess the OWNER(S) served by the facility for the cost of the work, any applicable penalties, and legal fees and court costs, if any. Said assessment shall be against all properties served by the facility and shall be a lien against such properties, amenable to execution and collection by any means provided by law. The OWNER(S) shall maintain perpetual access from public rights-of-way to the facility for the Council or its agent and contractor.

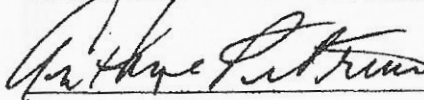
5. The OWNER(S) shall indemnify and save the Council harmless from any and all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the properties served by the facility.
7. The OWNER shall record this AGREEMENT in the land records of the COUNTY and provide proof of recordation to the Council or its agent prior to start of initial construction.

IN WITNESS WHEREOF, the OWNER(S) and the COUNCIL executed this

AGREEMENT as of this 13 day of June, 2013.

OWNER(S) SIGNATURE:  PRINTED NAME: Kelly Rarkin TITLE: Owner AFFILIATION: \_\_\_\_\_

SIGNATURE FOR THE COUNCIL:



John W Small Jr  
BERKELEY County 09:53:27 AM  
Instrument No 20130029183  
Date Recorded 06/19/2013  
Document Type AGRE  
Pages Recorded 3  
Book-Page 1040-508  
Recording Fee \$5.00  
Additional \$6.00

RECEIVED

JUN 13 2013

SCANNED

STATE OF West Virginia  
COUNTY OF Berkeley

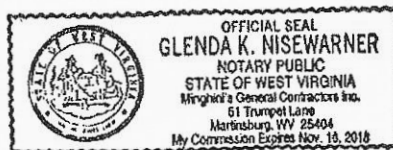
I hereby certify that on this 17th day of June, 2013,  
before the subscribed, a Notary Public of the State of West Virginia,  
and for the County of Berkeley, Kelly Rankin for the owners  
(Name)  
did acknowledge the foregoing instrument to be his/her Act.

In testimony whereof,  
I have affixed my official seal.

Glenda K. Nisewarner  
NOTARY PUBLIC

My Commission Expires: Nov 16, 2018

SEAL:



STATE OF WEST VIRGINIA  
COUNTY OF BERKELEY

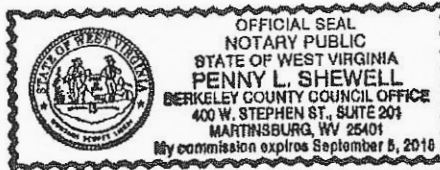
I hereby certify that on this 18th day of JUNE, 2013,  
before the subscribed, a Notary Public of the State of West Virginia, and for the County  
of Berkeley, personally appeared Anthony Petrucci for the Council  
and did acknowledge that he/she is duly authorized to sign the foregoing instrument and  
that such signature is a proper endorsement of their Act.

In testimony whereof,  
I have affixed my official seal.

Penny L. Shewell  
NOTARY PUBLIC

My Commission Expires: 9/5/2018

SEAL:



**West Virginia**  
**VOLUNTARY LAND PROPERTY DISCLOSURE STATEMENT**  
(This is not a warranty of the property condition.)

**Seller** Rankin & Associates LLC/Kelley S. Rankin  
**Property Address** Roaring Lion Drive, Hedgesville WV 25425  
**Legal Description** Remaining Lands Rankin & Associates LLC, 2.15 Acres

**NOTICE TO PURCHASER:** The information provided is the representation of the Sellers to the best of their knowledge as of the date noted.

**SELLER:** How long have you owned the property? 2004

**Property Systems:**

Please indicate to the best of your knowledge with respect to the following:

1. Sewage System:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Public                       | <input checked="" type="checkbox"/> Needs hookup |
| <input type="checkbox"/> Community                               | <input type="checkbox"/> Needs hookup            |
| <input type="checkbox"/> Septic                                  | <input type="checkbox"/> Needs to be installed   |
| <input type="checkbox"/> Septic System approved for _____ (#) BR | <input type="checkbox"/> Perc                    |

Is the septic system functioning properly?  Yes  No  Unknown  N/A  
When was the system last pumped? Date: \_\_\_\_\_  Unknown

Comments: \_\_\_\_\_

2. Water System:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Public | <input checked="" type="checkbox"/> Needs hookup |
| <input type="checkbox"/> Community         | <input type="checkbox"/> Needs hookup            |
| <input type="checkbox"/> Well              | <input type="checkbox"/> Needs to be drilled     |

Comments: \_\_\_\_\_

3. Exterior Drainage: Does water stand on the property for more than 24 hours after heavy rain?

Yes  No  Unknown  N/A

Any treatments or repairs?

Yes  No  Unknown

Any warranties?


Yes  No  Unknown

Comments: See Plat Proposed Drainage Easement

4. 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 \_\_\_\_\_

Initials Seller:  / Purchaser: \_\_\_\_\_ /

Sellers Land Disclosure 01-2018

Are you aware of any environmental concerns such as oil sheens in wet areas or discoloration of soil?  Yes  No  Unknown  N/A

If yes, please describe \_\_\_\_\_  
\_\_\_\_\_

5. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easements, right of way, except for utilities, on or affecting the property?  Yes  No  Unknown  N/A

If yes, please specify See Plat; Ingress/Egress Easement and Proposed Drainage Easement  
\_\_\_\_\_

6. If you or a contractor has made improvements to the property, were the required permits pulled from the county or local permitting office?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

7. Is the property located in a flood zone, farmland/conservation area, wetland area and/or historic district designated by locality?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

8. Is the property subject to any restrictions imposed by a Homeowners Association, community association or any deed restrictions?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

9. Any common area (co-owned in undivided interest with others), that you share, such as a pool, water access, water frontage, tennis courts, etc.?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

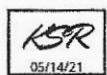
10. Please provide the following?

Plat of the property	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Copy of the Deed	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Copy of septic permits	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Covenants and Restrictions	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A

Comments: \_\_\_\_\_

11. Are there any other material defects, including latent defects, affecting the physical condition of the property?  Yes  No  Unknown  N/A

Comments: \_\_\_\_\_

Initials Seller:  / \_\_\_\_\_ Purchaser: \_\_\_\_\_ / \_\_\_\_\_  
05/14/21 4:09 PM EDT dotloop verified

**SELLER:**

**PURCHASER:**

<i>Kelley S Rankin</i>	dotloop verified 05/14/21 4:09 PM EDT WJJK-P0U0-28A7-LN3D
------------------------	---

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**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 LAND PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned Seller of the real property makes 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:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

The purchaser acknowledges receipt of this Disclosure/Disclaimer Document.

**PURCHASER:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date