

NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- * Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- * A duty of honest and fair dealing and good faith.
- * Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- * Must promptly present all written offers to the owner.
- * Provide a true legible copy of every contract to each person signing the contract.

The agent 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 agent 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 agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) Jonathan Adam Shively, affiliated with

(firm name) Samson Properties, is acting as agent of:

- The Seller, as listing agent or subagent. The Buyer, as the buyer's agent.
 Both the Seller and Buyer, with the full knowledge and consent of both parties.

CERTIFICATION			
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.			
<u>Philip C. Galladay</u> Seller	<u>11/4/2024</u> Date		
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature Jonathan Adam Shively

Date 11/03/2024, 08:35:16 AM EST

WV Real Estate Commission
 300 Capitol Street, Suite 400
 Charleston, WV 25301
 304.558.3555
<http://rec.wv.gov>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.




PARCEL ID: 19-10-003A-0043-0000



Shepherdstown Corp

Legend

District

 Districts

Parcel

 WVParcels

User Notes:



Map created on November 3, 2024

Owner(s):

SALLADAY PHILIP C

Address:

126 E GERMAN ST

Class Type:

Commercial

Legal Description:

1 LT-GERMAN ST

National Flood Hazard Layer FIRMette

77°48'37"W 39°26'3"N



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. Zone X
	Future Conditions 1% Annual Chance Flood Hazard. Zone X
	Area with Reduced Flood Risk due to Levee. See Notes. Zone X
	Area with Flood Risk due to Levee. Zone D
	NO SCREEN
	Area of Minimal Flood Hazard. Zone X
	Effective LOMRS
	Area of Undetermined Flood Hazard. Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Digital Data Available
	No Digital Data Available
	Unmapped
	The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



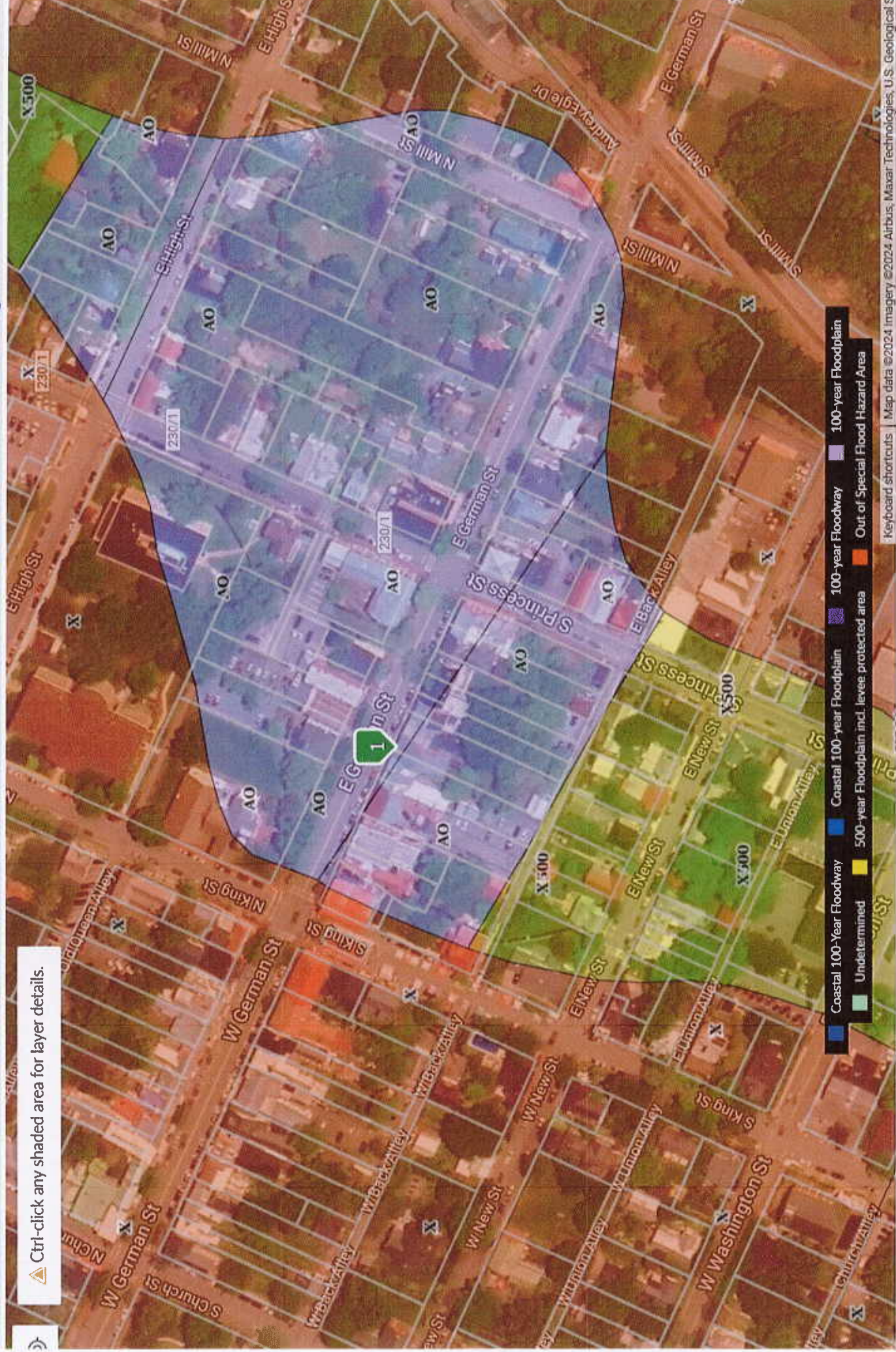
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **11/3/2024 at 2:03 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRW effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Philip C. Selladay

▲ Ctrl-click any shaded area for layer details.





Jefferson County Sheriff's Tax Office • 110 N. George Street • Charles Town, WV 25414
(304) 728-3220

[Pay your taxes online](#)



Jefferson County Real Property - Tax Year: 2024

Ticket Number: 0000031457

Account Number: 00030904

District: 10 - SHEPHERDSTOWN CORP

More Info: [Details](#)

Owner Name: SALLADAY PHILIP C In Care of: Address: PO BOX 3357 SHEPHERDSTOWN WV 25443 Lending Inst:		Property: 1 LT-GERMAN ST Map: 3A Parcel: 0043 0000 0000 Lot Size: Acreage: Book: 986 Page: 12			
Tax Class: 4	Homestead Exemption:	Back Tax:	Exoneration:	Prior Delinquents:	Special Disposition:

DUE: First Half: none due Second Half: 7644.48 If paid by: 03/01/2025 Total Due: 7644.48 If paid by: 03/01/2025

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	193700	193700	
Building	390800	390800	
Total	584500	584500	7840.49

PAYMENTS RECEIVED:

	First Half	Second Half
Net	7840.49	.00
Discount	196.01	.00
Interest	.00	.00
Total	7644.48	.00
Date	08/15/2024	none paid

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PCS /

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West Virginia

VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

(This is not a warranty of the property condition)

Property Address 120 -126 E German St, Shepherdstown, WV 25443

Legal Description 1-LT German St. 19 10 003A 0043 0000

NOTICE TO PURCHASER: 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? 1830/1906 Estimated
- 2. How long have you owned the property? 2004
- 3. Dates lived in the property. Never lived in 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 See Other

Air Conditioning Oil Natural Gas Electric Bottled Heat Pump Age Below Other

Hot Water Oil Natural Gas Electric Capacity See Age Varies Other

Internet Access in Home Yes or No; Current Provider Comcast/X-Finity Available

Comments HVAC - Bryant 4 Ton 16 Seer (Bas) - 5/30/2022, Bosch 5 Ton 18 seer inverter Heat P-mp/AH (rest/kitchen) - 3/10/2023, Bosch 18 Seer 4 Ton inverter Heat P-mp/AH (Apartment) - 7/27/2023, Rheem 2 Ton 14 Seer Heat Pump (office) - 10/23/2023

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? Yes No Unknown N/A

Comments: _____

- 3. Roof: Any leaks or evidence of moisture? Yes No Unknown N/A

Type of Roof: Metal/Rubber Age 2016 metal 2010 Rubber

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)? Yes No Unknown N/A

Comments: _____

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: Rear Dining Room uses heat from main area

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: Rear Dining uses AC from main area

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

Yes No Unknown N/A

Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown N/A

When was the system last pumped? Date: _____ Unknown

Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown N/A

Home water treatment system: Yes No Unknown N/A Leased

Fire sprinkler system: Yes No Unknown N/A

Are the systems in operating condition? Yes No Unknown N/A

Comments: Ages of Water Heaters -> Vary but replaced over time

11. Public Service Connections: Has Seller received any communication regarding public service connection requirements? Yes No Unknown N/A

Comments: _____

12. Insulation:

In exterior walls? Yes No Unknown N/A

In ceiling/attic? Yes No Unknown N/A

In any other areas? Yes No Unknown N/A

Where? _____

Comments: Below attic above second floors

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

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 damage?

Yes No Unknown N/A

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: 2004 Treatment for powder post beetles

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 One area in Architects office has an encapsulated pipe for heat that was wrapped in asbestos.

16. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed 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: One in apartment, one closed in rear dining rm.

18. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

Yes No Unknown N/A

If yes, please specify _____

19. 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: No permits needed in Shepherdstown. Electrical was inspected

20. 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: 100 yr Downtown Floodplain - Insurance when mortgaged was 2400 annually w/ 50k Deduct

21. Is the property subject to any restrictions imposed by a Home Owners Association, community association or any deed restrictions?

Yes No Unknown N/A

Comments: _____

22. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes No Unknown N/A

Comments: _____

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

Philip C. Salladay
Seller

11/4/2024
Date

Seller

Date

Purchaser

Date

Purchaser

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 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: NONE

Philip C. Salladay _____ 11/4/2024 _____
Seller Date

Seller Date

The purchaser acknowledges receipt of this Disclosure/Disclaimer Document.

Purchaser Date

Purchaser Date

Kitchen Equipment

Aldcraft Food Warmer (electric) 14" x 23"
Blodgett single deck propane pizza oven
Vulcan 36" W grill (")
T-C Char Broiler (")
Star 4 burner cooktop 24" W (propane)
Pitco Frislator double well deep fat fryer (propane)
Scotsman Ice Machine
CMA Dish Machine
Holart H600 mixer w/ bowl + attachments*
Artic Air Commercial Freezer 22 CF
True 52" W sliding glass door unit (non-working, dry storage use)

Kitchen Tables (all stainless steel tops)

24" x 72" x 34" H (on wheels)
24" x 48" x 23" H (base for Char Broiler + 4 burner cooktop)
30" x 42" x 36" H (w/ backsplash)
30" x 48" x 35" H
30" x 72" x 36" H
30" x 84" x 35" H (w/ corner backsplash)
24" x 60" x 36" H (in rear dining room)
24" x 80" x 33" H (w/ 5 baking sheets)

Also

Garland Master 200 Double Electric Oven
on wheels (not installed, negotiable)*

Basement Bar

10 - Chrome bar stools w/ red vinyl swivel seat
2 - 30" round high top tables
8 Black metal bar stools

PLW
11/4/24

Front + Rear Dining Rooms

- 2 - Double bench seat units
- 1 - Single bench seat unit
- 2 - 22" x 42" bench tables (oak)
- 3 - 24" x 36" oak tables
- 5 - 36" x 36" oak tables
- 3 - 30" x 30" tables
- 2 - 24" x 30" tables
- 8 - Chrome/red vinyl bar stools
- 20 - Black metal/red vinyl seat Bistro chairs
- 9 - Wood dining chairs

PCS
1/4/24

Eastern Panhandle Board of REALTORS®

West Virginia Disclosure of Dual Agency Explanation

The undersigned do hereby acknowledge that the licensee _____
(Broker/Licensee) associated with Samsan Properties (Brokerage Firm)
For the sale or lease of 120 -126 E German St, Shepherdstown, WV 25443 (Property)
represents more than one party in this real estate transaction as follows:

A. The Broker/Licensee represents **BOTH**

Seller **AND** Purchaser

Landlord **AND** _____
Tenant

B. Brokerage Firm discloses and Consumer acknowledges one of the following –
Select One:

____ Both clients are existing clients

Brokerage Firm represents two existing clients in the transaction and the undersigned
acknowledge the following:

The undersigned client(s) understand that the foregoing disclosed dual agent representative
may not disclose to either client any information that has been given to the disclosed dual agent
representative by the other client within the confidence and trust of the brokerage relationship.

OR

____ One Existing client and one new client

Brokerage Firm represents one existing client and one new client in the transaction and the
undersigned acknowledge the following:

The undersigned understand:

1. Following the commencement of disclosed dual agency or representation, the licensee cannot advise either party as to the terms to offer or accept in any offer or counteroffer. The licensee may have advised one party as to such terms prior to the commencement of the disclosed dual agency or representation.
2. The licensee cannot advise the buyer client as to the suitability of the property and its condition (other than to make any disclosures required by WV law of any licensee representing a seller) and cannot advise either party as to what repairs of the property to make or request.

3. The licensee cannot advise either party in any dispute that arises relating to the transaction.
4. The licensee may be acting without knowledge of the clients' needs, client's knowledge of the market, or client's capabilities in dealing with real estate transactions. **And**
5. That either party may engage another licensee or attorney to represent their respective interest (there may be additional cost). The undersigned by signing this notice do hereby acknowledge their consent to the disclosed dual agency representation by the Brokerage/Licensee.

Seller/Landlord

11/14/2024 / Philip C. Salladay
Date

Purchaser/Tenant

/ _____
Date

Seller/Landlord

/ _____
Date

Purchaser/Tenant

/ _____
Date

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

For the sale of Property at: 120 -126 E German St, Shepherdstown, WV 25443

SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed): 1830/1906 est.

- PCS Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)
- PCS Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- _____ Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

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 are present in the housing (explain). _____
 - (ii) PCS 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 records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____
 - (ii) PCS Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser Acknowledgment (each Purchaser initial and complete items c, d, e 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 Lead in Your Home.
- f. _____ Purchaser has (each Purchaser initial (i) or (ii) below):
 - (i) _____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
 - (ii) _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards

IV. Agent's Acknowledgment (initial item 'g' below)

g. JAS Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller and the Purchaser of their obligations under this law as evidenced by 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 knowledge, that the information they have provided is true and accurate.

Philip C. Salladay 11/4/2024
Seller Date

Purchaser Date

Seller Date

Purchaser Date

Jonathan Adam Shively 11/03/2024
Agent Date

Agent Date