

Grant County  
 Lora A. Bennett, Clerk  
 Instrument 202300002591  
 09/29/2023 @ 09:13:47 AM  
 DEED  
 Book 310 @ Page 412  
 Pages Recorded 3  
 Recording Cost \$ 32.00

THIS REVOCABLE TRANSFER ON DEATH DEED, Made this the 19<sup>th</sup> day of September, 2023, by and between **DEWARD VINCENT VIA**, Transferor and party of the first part, and **ELLEN SUE REXRODE and DOUGLAS REXRODE**, Beneficiaries and parties of the second part, as joint tenants with rights of survivorship, and not as tenants in common.

WITNESETH:

That pursuant to the provisions of the West Virginia Uniform Real Property Transfer of Death Act, West Virginia Code §36-12-1, et seq., **DEWARD VINCENT VIA**, Transferor and party of the first part, does hereby designate **ELLEN SUE REXRODE and DOUGLAS REXRODE**, Beneficiaries, as the designated beneficiaries to receive upon the death of the Transferor, as joint tenants with rights of survivorship, and not as tenants in common, jointly for life, and upon the death of either of them, the other or survivor, shall be seized in fee simple, absolute of the whole thereof, his or her heirs and assigns, forever, all of that certain tract or parcel of real estate, together with any and all improvements, rights of ways and appurtenances thereunto belonging, lying and situate approximately 500 feet west of Frye School Road, also known as Secondary Route 5/6, and 1.3 miles southeast of Lahmansville, in Grant District, Grant County, West Virginia, and being designated as Lot 9 of "Adkins Landing", containing 1.21 acres, more or less.

Reference is hereby made to those Descriptions of Survey and Plat of Survey prepared by Curtis E. Keplinger, PS No. 518, of record in the Grant County Clerk's Office in Deed Book 263 at page 128, all of which are incorporated herein for a more particular description thereof.

This being one of the tracts or parcels of real estate conveyed Vincent Via by James J. Adkins, et ux., in that deed dated August 31, 2017, and of record in the Grant County Clerk's Office in Deed Book 280 at page 117.

The conveyance is made subject to those "Declaration of Restrictions Adkins Landing Protective Covenants, Restrictions and Reservations" of record in the Grant County Clerk's Office in Deed Book 263 at page 125, which are incorporated herein for all purposes. Said

DEWARD VINCENT VIA  
 73 ADKINS LANDING  
 PETERSBURG WV 26847-7044

protective covenants, restrictions and reservations shall be deemed as covenants running with the land.

Included are those rights of ways as more particularly set forth and contained in prior deeds in the chain of title and incorporated herein for all purposes.

The Transferor does hereby covenant with the Beneficiaries, their heirs and assigns, that the white oak tree located on the lot is to be preserved as long as it is alive and viable.

The real estate is assessed on the 2023 Grant County Land Records in Grant District on Tax Map 310, Parcel 42.10.

Transferor has the right to revoke this transfer on death deed at any time before death in accordance with the provisions of West Virginia Law.

Reference is hereby made to all instruments in the chain of title for any and all pertinent purposes.

DECLARATION OF CONSIDERATION OF VALUE

AND AFFIRMATION OF RESIDENCY

Under the penalties of fine and imprisonment as provided by law, the undersigned do hereby declare that the transfer involved in the document to which this declaration is appended is not subject to the State excise tax upon the privilege of transferring real estate for the following reason: TRANSFER ON DEATH DEED.

The undersigned does state and affirm that he is exempt from the state tax withholding requirements of § 11-21-71b upon the reason that he is a resident of the State of West Virginia.

Witness the following signature and seal:

*Deward Vincent Via* (SEAL)  
Deward Vincent Via

STATE OF WEST VIRGINIA,

COUNTY OF GRANT, TO-WIT:

I, JAMES PAUL BEARD II, a Notary Public in and for the County and State aforesaid, do certify that DEWARD VINCENT VIA, who signed the foregoing and annexed writing, bearing date on the 19<sup>th</sup> day of September, 2023, have this day acknowledged the same before me in my said County.

Given under my hand this the 29<sup>th</sup> day of Sept., 2023.

My commission expires June 10, 2027



*[Handwritten Signature]*  
 \_\_\_\_\_  
 Notary Public

THIS INSTRUMENT WAS PREPARED BY GEARY AND GEARY, L.C.,  
 ATTORNEYS AT LAW, PO BOX 218, PETERSBURG, WEST VIRGINIA 26847  
 WITHOUT TITLE EXAMINATION

Grant County  
 Lora A. Bennett, Clerk  
 Instrument 20230000535  
 02/28/2023 @ 02:39:35 PM  
 DEED  
 Book 307 @ Page 136  
 Pages Recorded 3  
 Recording Cost \$ 32.00

THIS REVOCABLE TRANSFER ON DEATH DEED, Made this the 21<sup>st</sup> day of February, 2023, by and between **DEWARD VINCENT VIA**, Transferor and party of the first part, and **ELLEN SUE REXRODE and DOUGLAS REXRODE**, Beneficiaries and parties of the second part, as joint tenants with rights of survivorship, and not as tenants in common.

WITNESETH:

That pursuant to the provisions of the West Virginia Uniform Real Property Transfer of Death Act, West Virginia Code §36-12-1, et seq., **DEWARD VINCENT VIA**, Transferor and party of the first part, does hereby designate **ELLEN SUE REXRODE and DOUGLAS REXRODE**, the Beneficiaries, as the designated beneficiaries to receive upon the death of the Transferor, as joint tenants with rights of survivorship, and not as tenants in common, jointly for life, and upon the death of either of them, the other or survivor, shall be seized in fee simple, absolute of the whole thereof, his or her heirs and assigns, forever, all of those certain tracts or parcels of real estate, together with any and all improvements, rights of ways and appurtenances thereunto belonging, lying and situate west of Frye School Road, also known as Secondary Route 5/6, and 1.1 miles southeast of Lahmansville, in Grant District, Grant County, West Virginia, and being more particularly described as follows:

**Tract One:** Lot 2 of "Adkins Landing", containing 2.01 acres, more or less, being more particularly described by that Plat of Survey prepared by Curtis E. Keplinger, PS No. 518, of record in the Grant County Clerk's Office in Deed Book 293 at page 506, which is incorporated herein for a more particular description thereof.

This being a 1.97 acre tract conveyed Deward Vincent Via by Brandon R. Burket, et al., in that deed dated May 11, 2017, and of record in the Grant County Clerk's Office in Deed Book 278 at page 586 and also 0.04 acre conveyed Deward Vincent Via by James J. Adkins, et ux., in that deed dated June 29, 2020, and of record in the aforesaid Clerk's Office in Deed Book 293 at page 503. Said tracts were merged into Lot 2 now containing 2.01 acres, more or less.

**Tract Two:** Lot 8 "Adkins Landing", containing 1.43 acres, more or less, being more particularly described by that Description of Survey and Plat of Survey prepared by Curtis E.

VINCENT VIA  
 DEWARD  
 73 ADKINS LANDING  
 PETERSBURG WV 26847-7044

Keplinger, PS No. 518, of record in the Grant County Clerk's Office in Deed Book 263 at page 128.

This being the same tract or parcel of real estate conveyed Vincent Via by James J. Adkins, et ux., in that deed dated August 31, 2017, and of record in the Grant County Clerk's Office in Deed Book 280 at page 117.

The conveyance is made subject to those "Declaration of Restrictions Adkins Landing Protective Covenants, Restrictions and Reservations" of record in the Grant County Clerk's Office in Deed Book 263 at page 125, which are incorporated herein for all purposes. Said protective covenants, restrictions and reservations shall be deemed as covenants running with the land.

Included is those rights of ways as more particularly set forth and contained in prior deeds in the chain of title and incorporated herein for all purposes.

The real estate is assessed on the 2022 Grant County Land Records in Grant District on Tax Map 310, Parcel 42.3 and 42.9.

Transferor has the right to revoke this transfer on death deed at any time before death in accordance with the provisions of West Virginia Law.

Reference is hereby made to all instruments in the chain of title for any and all pertinent purposes.

DECLARATION OF CONSIDERATION OF VALUE

AND AFFIRMATION OF RESIDENCY

Under the penalties of fine and imprisonment as provided by law, the undersigned do hereby declare that the transfer involved in the document to which this declaration is appended is not subject to the State excise tax upon the privilege of transferring real estate for the following reason: TRANSFER ON DEATH DEED.

The undersigned does state and affirm that he is exempt from the state tax withholding requirements of § 11-21-71b upon the reason that he is a resident of the State of West Virginia.

Witness the following signature and seal:

Deward Vincent Via (SEAL)  
Deward Vincent Via

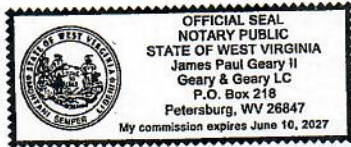
STATE OF WEST VIRGINIA,

COUNTY OF GRANT, TO WIT:

I, James Paul Geary II, a Notary Public in and for the County and State aforesaid, do certify that DEWARD VINCENT VIA, who signed the foregoing and annexed writing, bearing date on the 21<sup>st</sup> day of February, 2023, have this day acknowledged the same before me in my said County.

Given under my hand this the 21<sup>st</sup> day of February, 2023.

My commission expires June 10, 2027.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS PREPARED BY GEARY AND GEARY, L.C.;  
ATTORNEYS AT LAW, PO BOX 218, PETERSBURG, WEST VIRGINIA 26847  
WITHOUT TITLE EXAMINATION

U:\Deeds\Via, Deward Vincent - Rexrode, Ellen & Douglas -Revocable Transfer on Death Deed.docx

SS 177 7/96

STATE OF WEST VIRGINIA

Permit No.: ST- 1205026

INSPECTION TO BE PRINTED OR TYPED

Grant County HEALTH DEPARTMENT ON-SITE SEWAGE DISPOSAL SYSTEM INSPECTION FORM

Tax Map: 310 Parcel #: 42 County Road: 5/6

County: Grant

Name of Owner: Adkins, James Installer: Dayton, Tim

Address: HC 84 Box 77; Arthur, WV 26847

Property Location: Patterson Creek Rd. to Frye School Rd. about 2 mi. take right turn after white house

Type of Facility: Residence Facility is: New (X) Existing ( ) Lot Size: 2.0 Sq. Ft./Acres

Design Loading in gpd/No. Bedrooms: 3 bedrooms Source of Water Supply: Public

SEWAGE TANK COMPONENT

Capacity in Gallons: 1000 Material: PRECAST CONCRETE Manufacturer: JOWAN

Distances (in feet) of Tank to: Dwelling: 22 Private ( )/Public (X) Water Source: NONE TO RTE Property Line: >25'

ON-SITE DISPOSAL SYSTEM

Class I Systems: Standard Soil Absorption Trenches (X) or Bed ( ) Gravelless Pipe (X) Diameter: 10 Inches Chamber Soil Absorption Trenches ( ) or Bed ( ) Class II Systems: Pumped/Dosed Soil Absorption Trenches ( ) or Bed ( ) Evapotranspiration Trenches ( ) or Bed ( ) Shallow Soil Absorption Trenches ( ) or Bed ( ) Other: \_\_\_\_\_

No. of Lines: 3 Length (in feet) of Each: 100, 100, 100

Width of Trenches: 24 inches/feet Depth to Bottom of Field: 24 inches

If Bed, Dimensions (in Feet): \_\_\_\_\_ If Chamber System, Name: \_\_\_\_\_ No. of Units: \_\_\_\_\_

Approved and Adequate Materials Used? Yes (X) No ( ) Size Equates to: 900 Square Feet of Standard Gravel Field.

Distances (in feet) of System to: Dwelling: >30' Private ( )/Public (X) Water Source: NONE TO RTE Property Line: >25'

Remarks: \_\_\_\_\_

An inspection indicates that the sewage disposal system described above DOES MEET (X), DOES NOT MEET ( ), CANNOT BE DETERMINED TO MEET ( ) the minimum standards established by the West Virginia Bureau of Public Health.

To correct a health hazard, modifications to existing systems may be done to improve part of a system. Such modifications may not be able to be designated as a does meet system since inadequate information is known.

Although many factors contribute to the successful functioning of a sewage disposal system, this office recommends water conservation and maintaining an even usage of water throughout the week.

Sketch of Installation with Triangulation or Distance to Specific Landmarks:



Draw Arrow toward North

Visit Date(s): \_\_\_\_\_

Final Inspection Date: 12/6/05

Sanitarian: Robert Livingston

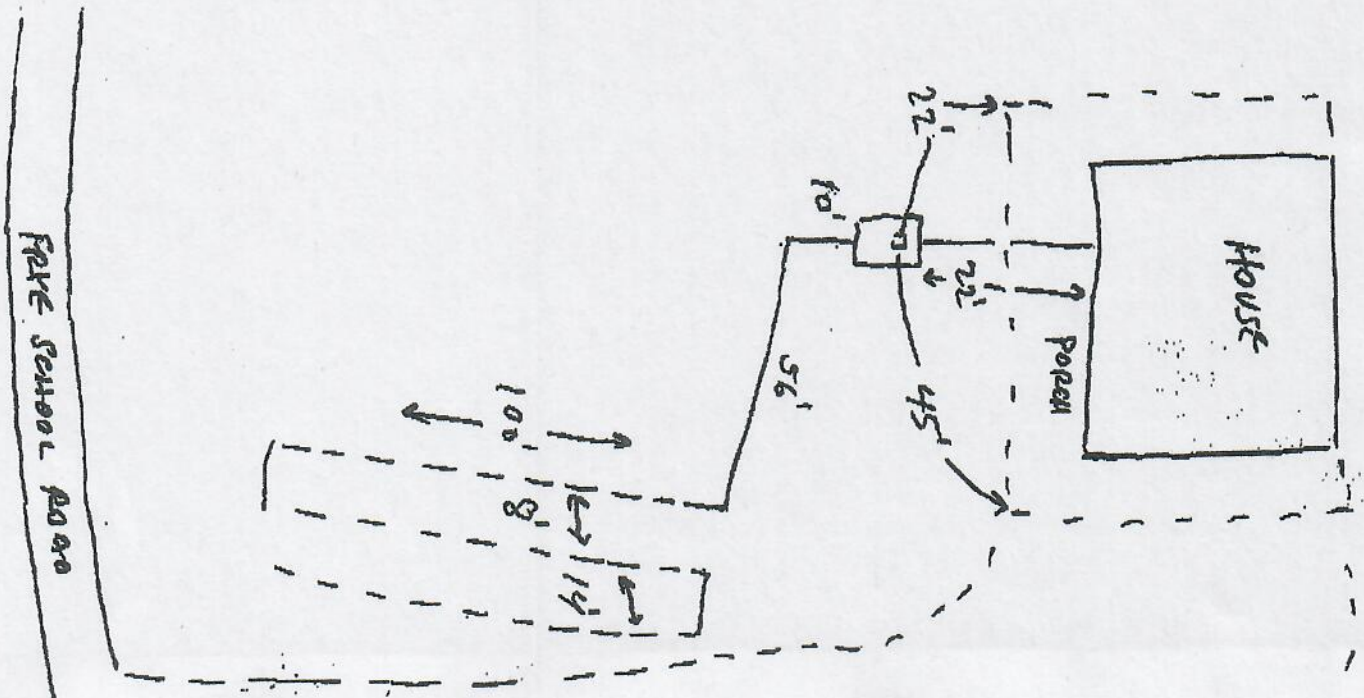
TO MOUNTAIN  
EMERGENCY ROAD



TRENCH 24" DEEP  
24" WIDE

10" PIPE

TANK 1000 GALLON



FAKE SCHOOL ROAD



DESCRIPTION OF MERGER SURVEY  
FOR  
JAMES J. ADKINS

LOT 3 MERGER, ADKINS LANDING, 0.04 ACRES OR 1548 SQUARE FEET  
PART OF TAX MAP 310-42.4

A parcel of land in the Grant District, Grant County, West Virginia 285 feet west of Pumpkin Center Road, Secondary Route 5/6 and 1.1 miles southeast of Lahmansville, WV with a north latitude of  $39.1152^\circ$  and a west longitude of  $79.0760^\circ$  at the beginning corner of Lot 3 and being more particularly described as follows: (All bearings are magnetic north and distances are horizontal unless noted)

**BEGINNING** at a 5/8"x30" capped rebar set, corner to Lot 2, Lot 8 and Lot 9 owned by Deward Via in Deed Book 278 Page 586 and Deed Book 280 Page 117 and original north west corner to Lot 3, thence leaving Lot 8 and 9 and with Lot 2

S  $66^\circ 31' 20''$  E 207.88 feet to a 5/8"x30" capped rebar set, a new division corner to James J. Adkins in Deed Book 190 Page 108, thence leaving Lot 2 and with new lines through Lot 3

N  $71^\circ 59' 31''$  W 102.07 feet to a 5/8"x30" capped rebar set, thence

N  $66^\circ 41' 49''$  W 106.67 feet to a 5/8" capped rebar set in the line of Lot 8, owned by Deward Via in Deed Book 280 Page 117, thence with Lot 8

N  $25^\circ 44' 22''$  E 10.06 feet to the **BEGINNING, a 5/8"x30" capped rebar**, containing 0.04 acres or 1548 square feet more or less as surveyed in May 2001 and June 2020 by L & W Enterprises, Inc. of Petersburg, WV and as shown on a plat attached hereto and made a part of this description.

Being a part of the land that Adkins Properties, Inc. conveyed to James J. and Judy C. Adkins by deed dated April 21, 1995 as recorded in the Office of the Clerk of Grant County, West Virginia in deed book 190 at page 108 and taxed as part of Parcel 42.4 on Tax Map 310.

Signed Curtis E. Keplinger, PS # 518  
For L & W Enterprises, Inc.

*Curtis E. Keplinger*



**DECLARATION OF RESTRICTIONS**

**ADKINS LANDING**

**PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS**

It is hereby declared by "DEVELOPER," that the following covenants, restrictions, reservations and easements shall constitute covenants to run with said land in said ADKINS LANDING.

1. Nothing but one single family private dwelling designed for occupancy by one family shall be erected on any tract in said Adkins Landing, nor shall said premises be used for any purpose other than private residential purposes, but the renting or leasing of a private dwelling shall not be considered commercial use, provided, however, that nothing herein contained shall be construed to prevent the use of one building site on two or more tracts, or the use as a building site of portions of two or more tracts.
2. All residences must contain a minimum of 900 square feet of living space excluding basement, porches, garages or carports.
3. No double wide trailers will be permitted on Adkins Landing.
4. Each tract owner shall construct and maintain suitable and adequate parking space on his tract for parking of his vehicles and parking of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in said Adkins Landing.
5. That before any dwelling on any tract is occupied, the owner thereof shall, at the owner's expense install a septic tank and drainage field or sewage disposal system approved by the Department of Health of the State of West Virginia, or other health authority having jurisdiction of such matter. Said septic tank, drainage field INCLUDING any reserve area, or other disposal system shall be installed in accordance with lawful rules and regulations established by the Department of Health of the State of West Virginia; further, that ANY activity or use of said tract shall not pollute or cause waste to any spring, drain, or stream situate on or traversing said tract.
6. No single travel trailer, motor home, bus, tent, garage, barn, shed, structure or facility erected or maintained on any tract shall at any time be used as a residence.
7. No tract shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said tract. Said rubbish, garbage or other waste shall be kept in sanitary containers, and all such containers or incinerators or other

0263 PAGE 126

equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. It is understood and agreed that there is no obligation on the part of DEVELOPER to provide garbage or trash removal services. Vehicles on blocks, unlicensed, or abandoned vehicles are limited to one per dwelling place.

8. No obnoxious or offensive use shall be made of any tract, nor shall any offensive trade or activity be carried on upon any tract, nor shall any activity of any nature whatsoever be conducted on a tract which may constitute a nuisance.

9. DEVELOPER reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement over, upon, across and under each tract, for the construction, maintenance, upkeep and repair of the roadways and right-of-ways, the locations or locations therefor are as shown on the plat of Adkins Landing, recorded as aforesaid in the Grant County Clerk's Office; that DEVELOPER agrees to maintain said roadways; that the use of said roadways and right-of-ways shall be in common by the tract owners, DEVELOPER and their respective heirs, successors, invitees and assigns.

10. DEVELOPER reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits and other suitable equipment for the conveyance of electricity, CATV and use of telephone equipment, water or other public conveniences of utilities but with the understanding that said easement for the aforesaid utilities and related necessities shall be confined to an area within fifteen (15) feet adjacent to any roadway or right-of-way, and ten (10) feet on each side of any tract's other boundary lines; providing, however, the fifteen (15) foot easement for any lines adjacent to a roadway or right-of-way would commence at the edge of any roadway or right-of-way not at the centerline thereof; and DEVELOPER may further cut drainways for surface water wherever and whenever such action may appear to DEVELOPER to be necessary in order to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any agent, employee, or licensee of DEVELOPER, but this reservation shall not be considered an obligation of DEVELOPER to provide or maintain any such utility or service.

11. No tract shall be subdivided, or its boundary lines changed in any way.

12. Each lot owner or owners, their heirs or assigns, agree to pay to DEVELOPER, his heirs or assigns or such legal entity as may be hereafter designated by DEVELOPER, his heirs or assigns,

BOOK 0263 PAGE 127

a fee to be set at formation of the lot owner association, which said funds collectively shall be used for road maintenance and repair, drainage control, beautification projects and any other projects which may be necessary or desirable. Rates will be prorated as necessary.

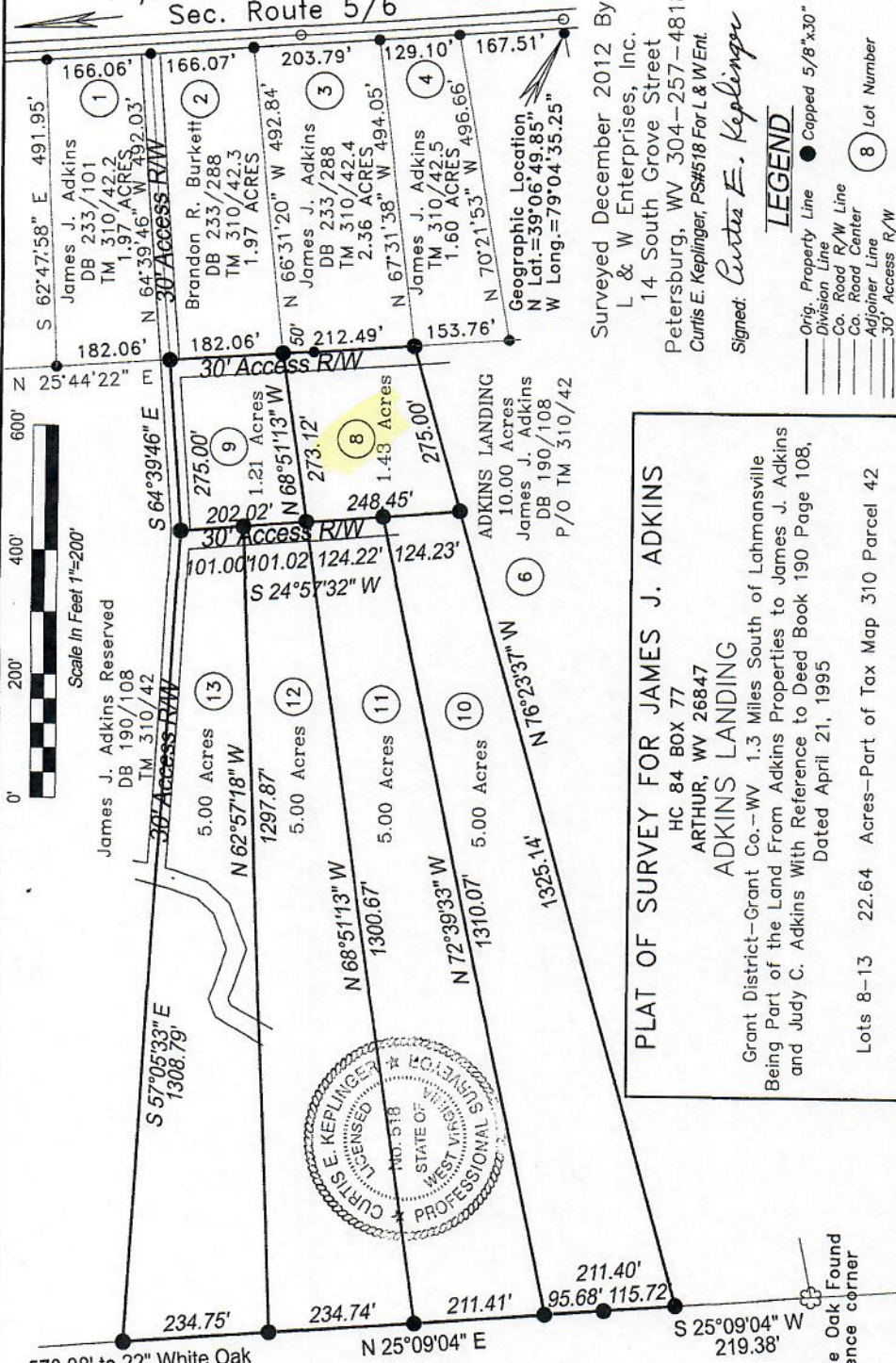
As to said Adkins Landing, it is agreed that as soon as ten (10) tracts have been sold in this development, a non-stock property owners' Association, can be formed with one membership, one vote, for each tract, and that this Association shall establish reasonable annual assessment charges for common areas, road maintenance and other maintenance relative to a subdivision of this type. All lot owners, in accepting a deed or contract in Adkins Landing or by assuming ownership thereof, shall become a member of, and subject to the obligations and bylaws of the Association. Tracts not yet conveyed by DEVELOPER shall not be subject to assessment.

13. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any tract owner or DEVELOPER to discriminate or attempt to discriminate against any person, whether a tract purchaser or prospective purchaser, upon resale by a tract owner, upon basis of race, creed, color, or national origin.

14. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of tracts in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event.

15. The invalidation by any court of any restrictions in the Declaration of Protective Covenants and Restrictions contained shall in no way affect any of the other restrictions, and they shall remain in full force and effect.

1.1 Mile to Route 5  
Frye School Road 30' R/W  
Sec. Route 5/6



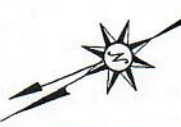
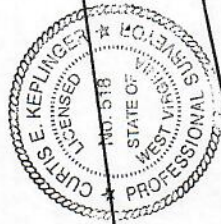
Surveyed December 2012 By  
L & W Enterprises, Inc.  
14 South Grove Street  
Petersburg, WV 304-257-4818  
Curtis E. Keplinger, PS#518 For L & W Ent.

Signed: *Curtis E. Keplinger*

**LEGEND**

- Orig. Property Line
- Division Line
- Co. Road R/W Line
- Co. Road Center
- Adjoiner Line
- 30' Access R/W
- Capped 5/8"x30" Rebar Set
- Lot Number

**PLAT OF SURVEY FOR JAMES J. ADKINS**  
 HC 84 BOX 77  
 ARTHUR, WV 26847  
**ADKINS LANDING**  
 Grant District—Grant Co.—WV 1.3 Miles South of Lahmansville  
 Being Part of the Land From Adkins Properties to James J. Adkins  
 and Judy C. Adkins With Reference to Deed Book 190 Page 108,  
 Dated April 21, 1995  
 Lots 8-13 22.64 Acres—Part of Tax Map 310 Parcel 42



08°40' West Dec.  
Grant Co. Meri.  
Petersburg, WV  
Sept. 1994  
Christina L. Goldizen  
DB 246/486  
TM 310/39

40" White Oak Found  
in a fence corner

