

DISTRICT: Springfield
TAX MAP: 17
PARCEL: 16.3

DEED OF EASEMENT AND RIGHT-OF-WAY

THIS DEED OF EASEMENT AND RIGHT-OF-WAY made this 11th day of September, 2018, by and between **GARY S. HAINES and BONNIE L. HAINES**, as GRANTORS, and the **CENTRAL HAMPSHIRE PUBLIC SERVICE DISTRICT**, a public corporation and political subdivision of the State of West Virginia, as GRANTEE:

WITNESSETH, that for and in consideration of the sum of ONE and 00/100 Dollars (\$1.00), cash, and/or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey, with covenants of special warranty, unto the Grantee, those certain permanent and temporary rights-of-way, easements and such other adjacent space as shall be necessary for construction of water main lines and appurtenances, as more particularly described and shown on a plat attached hereto as "Exhibit A," over, in, upon and along that/those certain parcel(s) or lot(s), situated in **Springfield District**, Hampshire County, West Virginia, and being the same or a portion of the same real estate conveyed to the Grantor(s) by a deed dated January 29, 1993, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book/Page No. 350/370.

The permanent easement and right-of-way conveyed herein shall be fifteen (15) feet in width, located as shown on the attached plat, with the centerline of said permanent easement and right-of-way being the middle of the water main lines and appurtenances as constructed, herein conveyed for the purpose of constructing, installing, operating, maintaining, replacing, and enlarging water lines, extensions, bore pits, fire hydrants, gate valves, air relief valves and other appurtenances. Grantee, its successors and assigns, contractors, employees and agents shall have the right of ingress and egress at any time for the operation, repair, maintenance, replacement, extension and enlargement of said water main lines and appurtenances.

The temporary easement and right-of-way conveyed herein shall be thirty (30) feet in width, adjacent to the permanent easement and right-of-way, and such additional adjacent construction space, as needed for construction, are herein conveyed for use by the Grantee, its successors and assigns, contractors, employees and agents for all necessary purposes in the initial construction and installation of the public water main lines, including extensions, enlargements, bore pits and all necessary fixtures and appurtenances. It is agreed by the parties hereto that said temporary construction easement and right-of-way shall cease and terminate and all rights to said temporary easement and right-of-way shall revert to the Grantor(s) upon notice of completion of construction.

Together with a surface water drainage easement for drainage of collected surface waters during and arising out of the construction, repair and maintenance of the said water main lines and appurtenances, subject to the obligation of the Grantee, its successors and assigns, contractors, employees and agents to remove any soil or other matter deposited upon said lands by erosion as a result of such water drainage.

It is an express condition of the granting of these easements and rights-of-way that the surface or subsurface of the soil as may be disturbed in the construction, operation, use, maintenance, repair (including reconstruction), extension and enlargement of said water main lines and appurtenances, will, at the expense of the Grantee, be placed in a condition comparable to the condition immediately before construction. Grantee agrees that it will repair or replace any affected fences, retaining walls or culverts and that tree removal and tree damage will be kept to a minimum, as reasonable and necessary to accommodate construction equipment and operations.

The Grantor(s) reserve(s) the right to use the surface of the land herein conveyed, subject to the aforesaid easements and rights-of-way, provided that the Grantor(s) shall not erect or construct a temporary or permanent structure in the permanent easement area. The Grantor(s) shall not reduce the ground cover over the water pipe to less than four (4) feet nor increase the cover without the prior consent of the Grantee, nor interfere with water lines, attachments, appurtenances or fixtures. If the Grantor(s) attach(es) any improvement or vegetation to the surface of the lands subject to the aforesaid permanent easement and right-of-way, the Grantee, its successors and assigns, contractors, employees and agents, shall not be liable for the destruction or replacement of said improvement or vegetation which arises out of the repair, operation, maintenance, replacement, extension, and enlargement of said sewer lines and appurtenances.

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DECLARATION OF CONSIDERATION OR VALUE

The undersigned hereby declare(s) that this transfer is exempt from the excise tax on the privilege of transferring real property imposed under W. Va. Code §11-22-2, as amended, for the reason that it is a transfer to a political subdivision of the State of West Virginia, and is not a document as defined in W. Va. Code §11-22-1, as amended.

WITNESS the following signature(s):

X *Gary S. Haines*

Gary S. Haines, Grantor

X *Bonnie L. Haines*

Bonnie L. Haines, Grantor

STATE OF WEST VIRGINIA, COUNTY OF HAMPSHIRE, to wit:

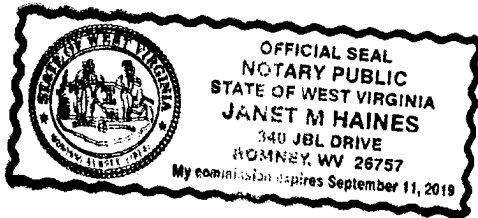
I, Janet M Haines, a notary public of and for the County and State aforesaid, do hereby certify that **Gary S. Haines and Bonnie L. Haines**, whose authorized signature(s) is/are signed to the foregoing writing, bearing date September 11, 2018, has/have this day acknowledged the same before me, in my said County.

Given under my hand this 11th day of September, 2018:

Janet M Haines
Notary Public

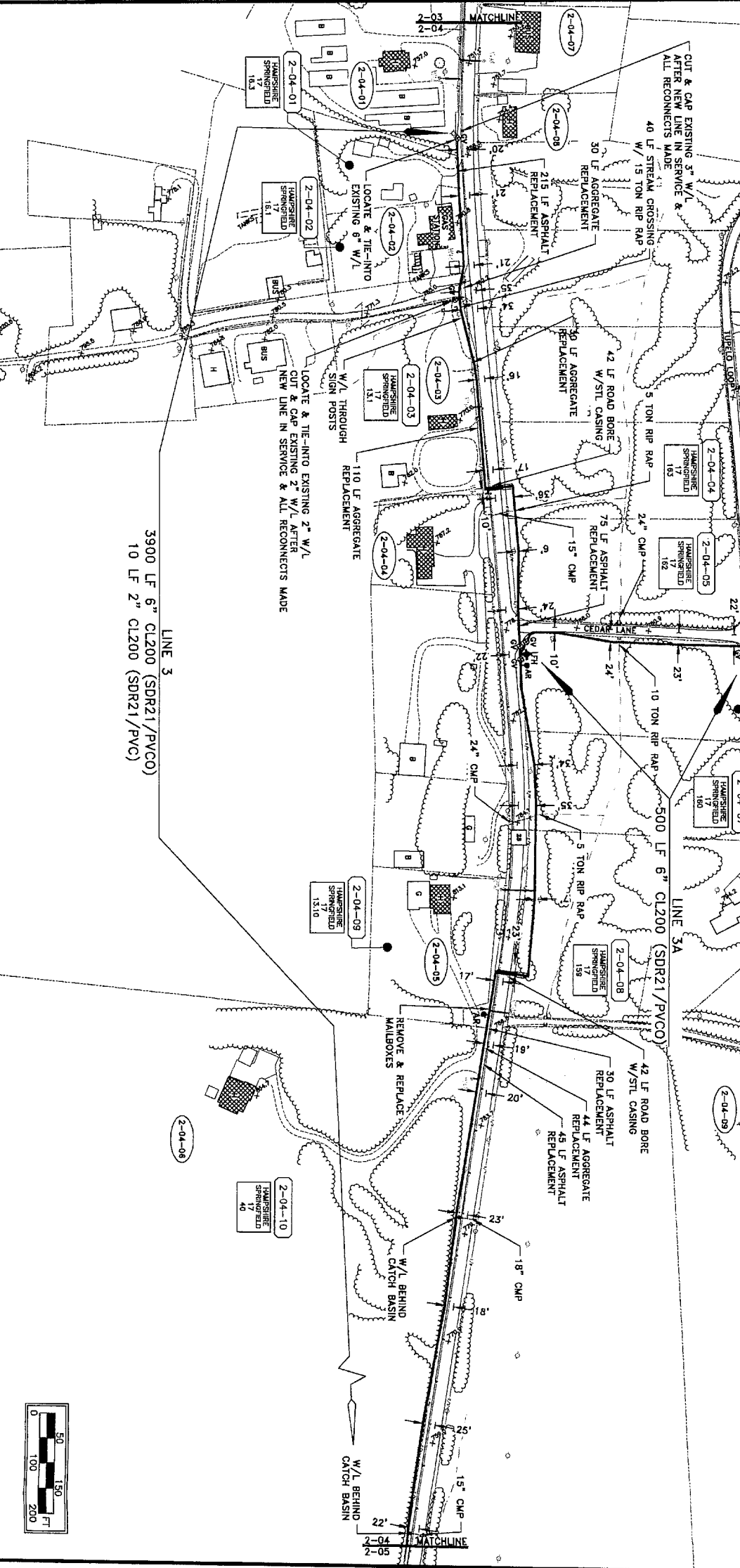
My Commission Expires: September 11, 2019

[SEAL]

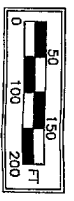


This document was prepared by:
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| CUSTOMER NUMBER | CUSTOMER NAME | DECLINATION SIGNED | PRESS. REG. | NOTES |
|-----------------|---------------|--------------------|-------------|---------------------------------|
| 2-04-01 | | | | EXISTING RECONNECT |
| 2-04-02 | | | | EXISTING RECONNECT |
| 2-04-03 | | | | EXISTING RECONNECT |
| 2-04-04 | | | | EXISTING RECONNECT |
| 2-04-05 | | | | EXISTING RECONNECT |
| 2-04-06 | | | | EXISTING RECONNECT |
| 2-04-07 | | | | EXISTING RECONNECT/LOCATE METER |
| 2-04-08 | | | | EXISTING RECONNECT |
| 2-04-09 | | | | EXISTING RECONNECT |



ERIC W STITTE
 HAMPSHIRE COUNTY 01-53-59 AW
 Instrument No 191431
 Date Recorded 01/09/2019
 Document Type ROW
 Pages Recorded 3
 Book-Page 554-490-482
 Recording Fee \$5.00
 Additional \$6.00



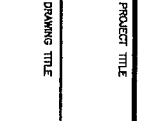
| NO. | DATE | REVISION | BY |
|-----|----------|----------|----|
| 1 | 11/11/19 | | JT |

THIS DRAWING REPRESENTS THE DESIGN AND ENGINEERING EFFORTS OF CERRONE ASSOCIATES, INC. THE DESIGN AND ASSOCIATED DOCUMENTS WERE PREPARED BY THE DESIGNER AND SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED ON THESE DOCUMENTS. ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF CERRONE ASSOCIATES, INC.



CERRONE ASSOCIATES, INC.
 CONSULTING ENGINEERS • WATER & WASTEWATER SYSTEMS
 87-14TH STREET, WHEELING, WV 26003-2487

| | |
|-------------------|-------------|
| DESIGNED BY | DRWING DATE |
| CHECKED BY | ISSUE DATE |
| RECORD CHECKED BY | |



PROJECT TITLE
CENTRAL HAMPSHIRE PSD
 HAMPSHIRE COUNTY, WEST VIRGINIA
 WATER SYSTEM IMPROVEMENTS
 LINES 3 & 3A
 STATE ROUTE #28 & CEDAR LANE

SCALE GRAPHIC
 PROJECT NO. CE10-4W
 DRAWING NO. 2-04