

**CARL CHANEY  
AND  
BARBARA CHANEY, his wife,  
PARTIES OF THE FIRST PART**

**THIS INTERPARTIES WATER RIGHTS  
AGREEMENT made and entered into this**

**14 day of September 2020, by and between n**

**TO: INTER PARTIES WATER  
RIGHTS AGREEMENT**

**Carl Chaney and Barbara Chaney, his wife, Parties  
Of the First Part and Taylor Gap, LLC, Party of**

**The Second of 100 South Branch River Road,**

**TAYLOR GAP, LLC,  
GRANTEE  
PARTIES OF THE SECOND PART**

**Romney, West Virginia 26757**

**WHEREAS, the Parties of the First Part have been using a water well and supply lines  
on the real estate of the party of the Second Part; and,**

**Whereas, the Parties of the First Part are selling their real estate as described in Deed  
Book 492 at page 230; and,**

**Whereas, the Parties to this Agreement now desire to establish their rights regarding the  
ownership, usage and maintenance of the well and supply lines situated on the real estate of the  
Party of the Second Part located in Mechanicsburg Gap in Mill Creek District of Hampshire  
County, West Virginia known as the "Quarry Property".**

**NOW THEREFORE THIS INTER PARTIES WATER RIGHTS AGREEMENT  
WITNESSETH: that for and in consideration of the sum of \$10.00 cash in hand , and other  
good and valuable consideration hereby acknowledged the Parties of the Second part convey  
unto the Parties of the First Part, their heirs or assigns, the right to the permanent use of water  
from said well and access the same through supply lines now in place or hereafter placed or  
replaced to access said Well and the water therein.**

**It is agreed and understood that the Parties of the First Part, heirs or assigns, shall be  
solely responsible for any and all maintenance and upkeep of every type or description,  
including the existing structure or its replacement, that houses the well and its equipment.**

Said well and well house lies to the east of the Chaney property lines leading approximately 75 feet to the well house and approximately 70 feet north of the centerline of U. S. Route 50 (Northwester Turnpike).

It is further agreed and understood however, that the Party of the Second Part its or its assigns may also use and access water from the same well for any and all proper usage; however, the Parties of the Second Part will bear absolutely no expense toward upkeep unless water is used by the Parties of the Second Part in the future. Only, in said event, will the Party of the Second Part pay for the cost of accessing or installing supply lines for its use in the future.

It is also the purpose and intent of this Inter Parties Water Rights Agreement to release and save harmless the Parties of the Second Part from any cost or liability whatsoever including, but not limited to, well collapse, well failure or contamination, electrical, mechanical or otherwise of every type and description. In this regard the Parties of the First Part, their heirs or assigns, will maintain all elements of the well and its appurtenances in safe manner and assume strict liability for any use of the same.

#### **RELEASE OF FORMER SPRING WATER RIGHTS.**

As further consideration for this grant of water rights to the Party of the First Part, said Party does hereby release and relinquish any and all rights to use the water and supply lines leading from the spring which formerly supplied water to the real estate of the Party of The First Part as described in certain Deeds in the chain of title, noticing those Deeds dated the 21<sup>st</sup> day of November 1930 by and between C. Earl Moss and wife, and W. E. Borrer of record in the aforesaid Clerks Office in Deed book 93 at Page 453 such that all rights to said spring shall revert to the sole usage of the "Burg" real estate.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Carl Chaney  
Carl Chaney Party of the First Part

Barbara Chaney  
Barbara Chaney Party of the First Part

Eugene H. Williams Managing Member Taylor Gap LLC  
Managing Member: Eugene H. Williams  
For Taylor Gap, LLC, Party of the  
Second Part.

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Camilla B. Fout, a Notary Public in and for the State and County  
aforesaid, do hereby certify that Carl Chaney, whose name is signed and affixed to the foregoing  
Agreement dated the 14th day of September, 2020 has this day acknowledged the same before me  
in my said County and State.

Given under my hand this October 28, 2021 day of October 2020.



Camilla B. Fout  
NOTARY PUBLIC

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Camilla B. Fout, a Notary Public in and for the State and County  
aforesaid, do hereby certify that Barbara Chaney, whose name is signed and affixed to the foregoing  
Agreement dated the 14th day of September, 2020 has this day acknowledged the same before me  
in my said County and State.

Given under my hand this October 28, 2021 day of October 2020.

My commission expires: May 28, 2024.



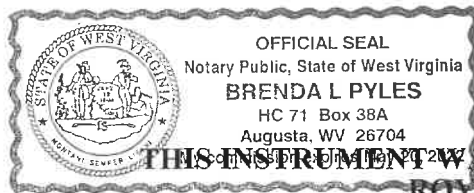
Camilla B. Fout  
NOTARY PUBLIC

STATE OF WEST VIRGINIA,  
COUNTY OF HAMPSHIRE, TO WIT:

I, Brenda L. Pyles, a Notary Public in and for the State and County aforesaid, do hereby certify that Eugene H. Williams, Managing Member for Taylor Gap, LLC, whose name is signed and affixed to the foregoing Agreement dated the 14<sup>th</sup> day of September, 2020 has this day acknowledged the same before me in my said County and State.

Given under my hand this 14<sup>th</sup> day of September, 2020.

My commission expires: May 20, 2022



*Brenda L. Pyles*  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY: ROYCE B. SAVILLE  
ROYCE B. SAVILLE, L.C.  
95 WEST MAINS STREET  
POST OFFICE BOX 2000  
ROMNEY, WEST VIRGINIA 26757

William water agreement