

JONATHAN G BRILL PLLC  
PICK UP  
**DEED OF CONSERVATION EASEMENT**

This **DEED OF CONSERVATION EASEMENT** (“Easement”) is made this 20<sup>th</sup> day of August, 2024, by, Larry A. Saville, having an address at 1401 Horn Camp Road, Rio, WV 26755 (“Grantor”), to the Hampshire County Farmland Protection Board (“HCFPB”, “Grantee”) having its mailing address at PO Box 806, Romney, WV 26757 and The West Virginia Agricultural Land Protection Authority, a public board authorized under West Virginia Code §8A-12-1, et. Seq. and a 501-c-3 organization (“Authority”, “Grantee” or “Co-holder”) having a mailing address of 1900 Kanawha Boulevard East, Charleston, WV 25305. For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantees apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Hampshire County, West Virginia, consisting of 490.247 acres of land, more or less, and more particularly described in Exhibit A, incorporated herein by reference (the “Property”). The Property is also described in a deed of record in the office of the Clerk of the County Commission, Hampshire County at Deed Book 191, Page 575 and Deed Book 263, Page 694;

WHEREAS, the Property possesses agricultural, including prime, unique and significant soils; open space and natural values (collectively, “Conservation Values”) of great importance to Grantor, the people of Hampshire County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, HCFPB has provided \$374,195 and the Authority has provided \$508,250 to purchase a conservation easement on 490.247 acres of the Property;

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantees and incorporated by reference (“Baseline Documentation”), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantor and Grantees have the exclusive common purpose of preserving the agriculture and open space character of the Property;

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantees the right to preserve and protect the Conservation Values of the Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia (“Legislature”) has recognized the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land. The legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs and to accept qualifying properties voluntarily entered into the program;

WHEREAS, the County Commission of Hampshire County, West Virginia (“County Commission”) has declared that the agriculture community of Hampshire County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Hampshire County an opportunity to voluntarily protect agricultural land by creating the Hampshire County Farmland Protection Board and authorizing it to create and administer the Hampshire County Farmland Protection Program;

## DEED OF CONSERVATION EASEMENT

WHEREAS, HCFPB is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Hampshire County by the voluntary placement of conservation or preservation easements on eligible property;

WHEREAS, Grantees affirm that this Easement represents a unique and valuable asset to the quality of life in Hampshire County and the state of West Virginia and that by the acceptance of this Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. They agree by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come in the future.

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantees a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, agricultural, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, including its qualifying (prime, unique, state, locally important, etc.) soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth.

### I. TERMS, CONDITIONS AND RESTRICTIONS

Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from his ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. The following terms, conditions and restrictions clarify and govern the intent of Grantor and Grantees:

1. **Use and Quiet Enjoyment.** Grantor has the right to reside on the Property and to benefit from all aspects of the quiet enjoyment of the Property. Grantor has the right to engage in any and all personal recreational uses of the Property, including but not limited to hiking; touring; swimming; camping, biking; hunting and fishing; that require no development of the land and are consistent with the Conservation Values.

2. **Agricultural Uses of the Land.** Grantor may engage in any and all agricultural uses of the Property. For example, the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits, nuts, and vegetables of all kinds; nursery, floral and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Property are permitted. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such activities or businesses must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

3. **Agricultural Structures.** Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Property. Agricultural structures shall be limited by the maximum square footage as described in *Terms, Conditions and Restrictions - Maximum Impervious Surface Coverage*.

4. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Property that are supportive and agriculturally compatible may be established on the Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products

## DEED OF CONSERVATION EASEMENT

**5. Activities for Religious, Charitable or Educational Purposes or to Foster Tourism.** Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Property in order to foster rural economic uses while protecting the rural character of the Property. Such activities or businesses must be compatible with and supportive of the rural character of the Property, and must remain incidental to the agricultural and open space character of the Property.

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under Agricultural Structures or Residential Dwellings; no other structures are permitted on the Property.
- (b) The stables, horseback riding arenas both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be limited by the maximum square feet as described in Terms, Conditions and Restrictions-Maximum Impervious Surface Coverage.
- (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (d) Accommodation of overnight guests is permitted, but only within permitted residential structures.
- (e) Commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

**6. Home-based Businesses.** Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Property, provided that:

- (a) The occupation or business use must be conducted entirely within the single residential dwelling or appurtenances allowable under *Terms, Conditions and Restrictions - Residential Dwellings*.
- (b) The use of the dwelling for the home-based business occupation shall be clearly incidental and subordinate to the use of the dwelling for residential purposes.

**7. Residential Dwellings.** The Grantor, Grantee, and Co-holder acknowledge the existence of no (0) single residential dwelling(s) ("Existing Dwellings") currently existing on the Property, as more fully described in Exhibit B. In addition, the Grantor may construct two (2) additional single residential dwellings ("Retained Development Rights") on the Property to be located within a building envelope, as more fully described in Exhibit C. No other single residential dwellings shall be constructed or placed on the Property.

- (a) Each existing single residential dwelling shall be contained in a building envelope ("Residential Area") no greater than two (2) acres per each dwelling as described in Exhibit B. Each Retained Development Right may be constructed anywhere within the building envelopes described in Exhibit C.
- (b) Grantor has the right to maintain, repair, enlarge or replace each allowed single residential dwelling as they may so desire, except that the impervious surface of each such single residential dwelling is limited to 5,000 square feet.
- (c) Grantor has the right to construct appurtenances such as garages, sheds and recreational facilities within each building envelope, except that the total allowed impervious surface within each building envelope, including the single residential dwelling(s), shall not exceed 9,000 square feet.
- (d) The single residential dwelling may house one or more families or occupants, but shall not be converted to a multi-tenant commercial dwelling.

**8. Transfer of Development Rights.** All other development rights not specifically reserved under this Easement are hereby extinguished and shall not be transferred to any other

## DEED OF CONSERVATION EASEMENT

property pursuant to a transfer of development rights program or any other means or used to calculate permitted development density.

9. **Subdivision.** It is the intention of Grantor to protect the open space values of the Property. Accordingly, subdivision of land is prohibited except the single residential dwellings permitted above in *Terms, Conditions and Restrictions – Residential Dwellings*, may be subdivided to create the Residential Areas as described in Exhibits B and C, attached. The Residential Areas may not be conveyed separately from the remainder of the Property.

10. **Maximum Impervious Surface Coverage.** The total surface coverage of impervious surfaces on the Property shall be subject to the limitations defined below.

- (a) Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of storm water directly into the soil, including, but not limited to, buildings, roofs, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.
- (b) See *Terms, Conditions and Restrictions - Residential Dwellings (b) & (c)* for residential impervious surface limits.
- (c) The total surface coverage of the Property by all impervious surfaces, including all single residential dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways and parking areas, shall not exceed 427,103 square feet, which is less than 2% of the total Conservation Easement area.

11. **Removal of Natural Resources.** Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Easement, are in accordance with a conservation plan, do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction of minerals, oil, gas or any other hydrocarbon substance from the surface of the Property is prohibited.

12. **Management of Woodland Resources.** Easement property with contiguous forest that exceeds the greater of 40 acres of the easement area will have a Forest Management Plan. The agricultural use of timber and woodland products on the Property is permitted under a current forest management plan subject to approval by the Grantees. The use of timber and woodland products of not more than one percent (1%) in any two-year period on site is permitted without a Forest Management Plan and will not require acceptance by the Grantees.

Forest Management Plan shall not be required for the following permitted non-commercial activities and do not require prior approval of the Grantees:

- (a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;
- (b) cutting of trees for firewood, or for other domestic uses of Grantor;
- (c) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or for access otherwise permitted in this Easement;
- (d) removal of trees for the maintenance or the improvement to existing pastures or fence lines;
- (e) removal of invasive species both plant and insect.

The Grantor reserves the right to remove all trees on a portion of the Protected (eased) Property as indicated in the Baseline Documentation that has a Conservation Value of qualifying soil (prime, unique, state, locally important soils, etc.), but was forested at the time this Deed of Conservation Easement was recorded. Such tree removal shall be carried out under a Conservation Plan.

Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and be consistent with this Deed of Conservation Easement and the protection of Conservation Values of the Property.

## DEED OF CONSERVATION EASEMENT

Such forest management and timber harvesting must be performed in accordance with a written Forest Management Plan consistent with this Conservation Easement Deed prepared and signed by a licensed professional forester. The Grantees will approve the plan to ensure it is consistent with the agricultural conservation value of the easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

**13. Other Construction.** Except as specifically permitted above, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or facility on or above the premises. Existing roads as identified in the Baseline Documentation Report may be maintained and repaired in their current state. New roads may be constructed only if they are necessary for agricultural operations or access to the retained development rights (Exhibit C) on the Property. Macadam and pavement, gravel and stone driveways, and parking areas are subject to the impervious surface limitations referenced above.

**14. Fences.** Existing fences may be repaired and replaced and new fences may be built on the Property as necessary for agricultural operations on the Property, including customary management of livestock and to delineate the boundary of the Property.

**15. Signs.** Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

**16. Wastes.** Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines or other material on the Property is prohibited. However, composting of biodegradable material used or produced on the Property to improve gardens and pastures on the Property is permitted so long as composting and its application is consistent with a Conservation plan.

**17. Granting of Easements.** The granting or modification of easements for utilities or roads is prohibited when the utility or road will adversely affect the Conservation Values of the Protected Property as determined by the Grantees. With the concurrence of the Grantor, the Grantees may, with good cause, permit the installation of fiber optics under a Conservation Plan where the installation would not have an adverse impact on the current agricultural use nor future agricultural viability; and would not adversely affect the Conservation Values of the Protected Property. Such Conservation Plan shall address both the location and depth of the fiber optics installation. Notwithstanding the foregoing, subject to prior written approval by the Grantees, which approval shall not be unreasonably withheld, the Grantor may grant, after the Effective Date, non-exclusive rights for ingress, egress, and utilities within the identified 60-foot Right of Way, described in Exhibit A, provided that said rights explicitly reference and require compliance with this Easement and are consistent with the Purposes and other requirements described herein.

**18. Utilities.** Except as set forth in Section 17, Grantor shall not sell, lease, or grant an easement covering any portion of the Protected Property where such sale, lease, or easement is for the purpose of construction or installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers, except where such easement is for the sole purpose of serving approved buildings or structures on the Protected Property. Utilities to serve approved buildings or structures on the Protected Property that neither individually nor collectively have an adverse impact on the agricultural use and future viability and related conservation values of the Protected Property may be built or installed outside of the Building Envelopes with prior written approval of the Grantees provided that said utilities are consistent with a Conservation Plan. Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the Conservation Values of the Protected Property and consistent with the purposes of the Easement.

## DEED OF CONSERVATION EASEMENT

**19. Streams, Wetland and Water Bodies.** There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity or which could alter natural water level and/or flow in or over the Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and allow the reasonable use of the available water of the Property for agricultural purposes permitted by this easement. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property shall be considered an agricultural use. Expansion and construction of ponds and structures shall be in accordance with the conservation plan. Farm ponds shall not exceed two (2) acres in area.

### II. GENERAL PROVISIONS

1. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

2. **Rights of the Grantees.** To accomplish the purpose of this Easement the following rights are conveyed to Grantees or their agent by this Easement:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter upon the Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantees shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to *General Provision - Grantees' Remedies*.

3. **Grantee Notification/Approval.** Grantor reserves for himself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantees.

#### 4. **Grantees' Remedies.**

(a) **Notice of Violation: Corrective Action.** If Grantees determine that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantees shall give written notice to Grantor of such violation and demand corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantees.

(b) **Injunctive Relief.** The Grantees, their successors or assigns, jointly or severally shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantees' rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantees shall be entitled to the injunctive relief in addition to such other relief to which Grantees may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) **Costs of Enforcement.** Any costs incurred by Grantees in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees, and costs or restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantees. Costs incurred by Grantees in enforcing the terms of this Easement against a third party shall be borne by Grantees.

## DEED OF CONSERVATION EASEMENT

(d) **Forbearance.** Forbearance by Grantees to exercise their rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantees' rights under this Easement. No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(e) **Holder and Co-holders Rights and Obligations.** Holder shall have the primary responsibility for the stewardship and monitoring of this easement, determining if a violation has occurred, and for approving any amendments to the Deed of Conservation Easement. These duties may be fulfilled directly by Holder or their agent or the Holder may arrange to have the Co-holder fulfill these duties. Holder will share with the Co-holders monitoring and stewardship information, including but not limited to written notices to Holder and monitoring reports.

The Holder is responsible for any costs incurred in enforcing the terms of the easement, including any attorney's fees and any costs of the suit. Holder can recover costs from Grantor or third party as described in Grantees' Remedies above. The Holder and Co-holders shall make every good faith effort to determine a unified course of action should a potential or actual violation of the easement arise.

Co-holders shall have the right to enforce the terms of the Easement if Holder becomes unable or refuses to enforce the Easement, or if the Co-holders in their sole discretion find that the Holder's enforcement action or consent fails to protect the conservation purposes of the Easement. In such cases the Co-holders are responsible for any costs incurred in enforcing the terms of the easement, including attorney's fees and any costs of suit.

(f) **Conservation Plan.** A record of decisions and supporting information for the treatment of the natural resources on the Property prepared by a qualified conservation planner.

5. **Acts beyond the Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantees to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantees have the right to pursue enforcement action against the responsible parties.

6. **Costs, Legal Requirements and Liabilities.** Grantor, his heirs, successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

7. **Control.** Nothing in this Easement shall be construed as giving rise to any right or ability of Grantees to exercise physical or managerial control over the day-to-day operations of the Property, or any responsibility to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

8. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

9. **Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantees and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: an injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause,

## DEED OF CONSERVATION EASEMENT

unless due solely to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection.

**10. Environmental Warranty.** Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" " or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

**11. Proceeds for Extinguishment.** The conveyance of this Easement gives rise to a property right immediately vested in the Grantees. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. At the date the Conservation Easement was purchased, the proportionate values were as follows: Grantor is 25% of the appraised fair market value of the subject Property. Grantees is 75% of the appraised fair market value of the subject Property. The Grantees proportionate investment of the subject Property are as follows: Authority 58%, HCFPB 42%.

In making this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantor and Grantees intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

**12. Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to compensation at not less than the fair market value of the Property determined without regard to the existence of the Easement. Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Property, shall notify the Grantee in writing, within fifteen (15) days of receipt of said notification.



## DEED OF CONSERVATION EASEMENT

**13. Assignment.** This Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. In the event that the Hampshire County Farmland Protection Board ceases to operate or exist, the rights of the Grantee under this Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (WV Code 20-12-1, et seq., 1995).

Any Co-holder to the Easement may assign its rights and obligations under the Easement only with the written approval of both the Grantee and the Grantor.

The Grantees further covenant and agree that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the Easement was originally intended to advance. The transfer of the easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantor.

**14. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

**15. Estoppel Certificates.** Upon request by Grantor, Grantees shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

**16. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantor: Larry A. Saville  
1401 Horn Camp Road  
Rio, WV 26755

To Grantees: Hampshire County Farmland Protection Board  
PO Box 806  
Romney, WV 26757

The West Virginia Agricultural Land Protection Authority  
1900 Kanawha Boulevard East  
Charleston, WV 25305

or to such other address as either party from time to time shall designate by written notice to the other.

**17. Recordation.** Holder shall record this instrument in timely fashion with the Office of the Clerk of Hampshire County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

**18. Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor, Grantees are free to jointly amend this Easement; provided that no amendment shall be allowed that will invalidate this Easement or be inconsistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.

### **19. Other Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia.

(b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this

**DEED OF CONSERVATION EASEMENT**

Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantor’s title in any respect.

(d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(e) **Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

(f) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.

(g) **Title Warranties.** Grantor warrants that Grantor has good title to the Property; that Grantor has the right to convey this Easement, and that the Property is free and clear of any encumbrances.

(h) **Merger.** If Grantees at some future time acquire the underlying fee title in the Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the conservation easement deed set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the local grantee, or any successor or assignee will be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of “merger” or any other legal doctrine.

DECLARATION OF CONSIDERATION OF VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to state and/or county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantor and Grantees have set their hand:

GRANTOR:

Larry A. Saville  
*Larry A. Saville*  
Signature  
8-20-2024  
Date

GRANTEE:

Hampshire County Farmland Protection Board  
*Alison C. Jewell*  
Signature  
8/20/2024  
Date

West Virginia Agricultural Land Protection Authority

*Sam Pack*  
Signature  
8-20-24  
Date

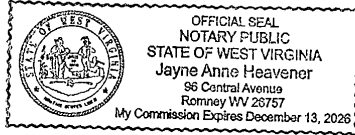
DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, to-wit:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2024, by Larry A. Saville.

My commission expires: 12-13-2026



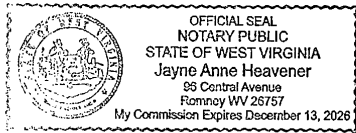
Jayne A. Heavener  
Notary Public

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, to-wit:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2024, by Alison Jewell, Director on behalf of the Hampshire County Farmland Protection Board.

My commission expires: 12-13-2026



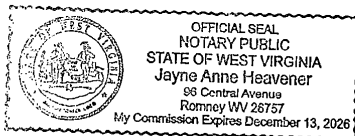
Jayne A. Heavener  
Notary Public

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, to-wit:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2024, by Lavonne Paden, Director on behalf of the West Virginia Agricultural Land Protection Authority.

My commission expires: 12-13-2026



Jayne A. Heavener  
Notary Public

# DEED OF CONSERVATION EASEMENT

## SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- B. Residential Dwelling(s)-Intentionally Omitted
- C. Retained Development Rights


## DEED OF CONSERVATION EASEMENT

### LANDOWNER DISCLOSURE

West Virginia state law allows landowners to exclude any portion of their property from easement. All residential dwellings, including retained development rights, must have a survey and separate legal parcel.

Under the language prohibiting the parcels from being conveyed separately, multiple home parcels can no longer be owned separately by family members. In addition, financial institutions that participate in the secondary mortgage market typically loan only on a residence and a limited number of acres. The prohibition against separate conveyance may cause title issues. In the event of a foreclosure, the financial institution may be in a position of not being able to foreclose and sell the house and separate parcel apart from the larger easement parcel in which they may have no legal interest.

I acknowledge that I have read this statement and agree that any surveyed residential areas, even if legally considered to be subdivided, may not be conveyed separately.

  
Larry B. Saville

8-20-2024  
Date

DESCRIPTION OF SURVEY NO. 23-012-01

Tract 1 314.231 Acres

(Total Easement Area)

January 17, 2024

A tract of land in Sherman District, Hampshire County, West Virginia, lying on the southeastern side of West Virginia County Numbered Route 7, "Ford Hill Road", at the intersection of said Route 7 and West Virginia County Numbered Route 7/4, "Ash Ruckman Road", being more particularly described as follows:

Beginning at corner 'A', a flush ½" rebar found in the center of an existing road, on the southeastern bounds of said Route 7, corner to Brooke N. Robinson, thence with said Robinson and continuing with J. Scott and Cynthia R. McDaniel

S 60°13'44" E passing a set 5/8" capped Moreland rebar at 1020.34 feet, corner to Exhibit C, thence continuing 195.40 feet, in all 1215.74 feet to a found ½" rebar, corner to Ronald R. and Burma Omps, thence with said Omps

S 29°29'09" E passing a set 5/8" capped Moreland rebar at 109.34 feet, thence continuing 859.26 feet, in all 968.60 feet to a found ½" rebar, corner to William Baldwin Clay, Sr. and Sherry Timbrook, thence with said Clay and Timbrook for two lines

S 29°29'05" E 969.11 feet to a found ½" rebar, thence

S 30°31'14" E 1476.94 feet to a found ½" rebar, corner to Dianna Lynn Beery, thence with said Beery for two lines

S 69°47'24" W 632.95 feet to a found ½" rebar, thence

S 69°43'05" W 718.39 feet to a found 48" white oak, corner to Tract 2D, of the Ethel Ruckman Tract, thence with said Tract 2D and with the said Ethel Ruckman Tract for six lines

S 61°25'50" W 168.47 feet to a found 5/8" rebar, corner to Tract 2C, thence with said Tract 2C

S 61°09'07" W 161.50 feet to a found 5/8" rebar, corner to Tract 2B, thence with said Tract 2B

S 61°08'36" W 193.97 feet to a found 5/8" rebar, corner to Tract 2A, thence with said Tract 2A and continuing with Tract 3B

S 61°09'36" W 342.60 feet to a found 5/8" rebar, corner to Tract 3A, thence with said Tract 3A and continuing with Tract 4B

S 61°11'01" W 363.95 feet to a found 5/8" rebar, corner to Tract 4A, thence with said Tract 4A

S 61°09'50" W 152.15 feet to a set 5/8" capped Moreland rebar, common corner to Tract 5B and the Heirs of Ray W. and Neva E. Emmart, from which a found 1 ¼" iron pipe bears S30°34'13"E 3.02 feet, thence with said Heirs for five lines

N 30°34'13" W 307.99 feet to a set 5/8" capped Moreland rebar, thence

N 37°30'46" W 317.64 feet to a found corner fence post, from which a found ½" rebar bears S46°35'13"W 1.11 feet, thence

S 46°35'13" W 393.68 feet to a found corner fence post, thence

N 59°19'41" W 444.97 feet to a set 5/8" capped Moreland rebar, from which found ½" rebar bears S59°19'41"E 3.00 feet and N38°58'38"W 2.95 feet, thence

N 38°58'38" W 712.69 feet to a found 28" black oak, corner to Allen D., Karen S. and Melanie J. Hott, thence with said Hott for five lines

N 46°15'00" E 133.07 feet to a found large white oak stump, thence

N 30°29'22" W 847.87 feet to a 5/8" capped Moreland rebar set in the stump hole of a fallen white oak, thence

S 56°18'46" W 587.00 feet to a found ½" rebar, thence

N 17°23'14" W 1164.60 feet to corner 'D' a found ½" rebar, thence

S 56°00'09" W 94.27 feet to a ½" rebar found on the southeastern bounds of said Route 7, thence with said bounds for twenty lines

N 30°13'25" E 122.37 feet to a found ½" rebar, thence

N 29°38'04" E 347.98 feet to a found ½" rebar, thence

N 26°54'47" E 160.63 feet to a found ½" rebar, thence

N 30°56'58" E 96.52 feet to a point, thence

N 37°12'22" E 62.29 feet to a point, thence

N 54°21'03" E 67.10 feet to a point, thence

N 62°06'58" E 93.58 feet to a found ½" rebar, thence

N 68°59'30" E 194.87 feet to a found ½" rebar, thence

N 68°04'47" E 149.07 feet to a found ½" rebar, thence

N 62°17'59" E 100.92 feet to a found ½" rebar, thence

N 56°42'03" E 60.39 feet to a found USGS concrete monument, thence

N 53°06'29" E 139.23 feet to a found ½" rebar, thence

N 51°48'41" E 393.30 feet to a point, thence

N 53°09'28" E 246.52 feet to a point, thence

N 52°21'30" E 394.18 feet to a found ½" rebar, thence

N 52°26'21" E 205.41 feet to a found ½" rebar, thence

N 52°26'21" E 139.97 feet to a found ½" rebar, thence

N 49°45'36" E 148.14 feet to a found ½" rebar, thence

N 47°51'59" E 99.77 feet to a point, thence

N 46°00'14" E 75.55 feet to the beginning, containing 314.231 Acres, more or less, as surveyed by Moreland's Surveying and Consulting, Inc. and shown on a plat dated January 17, 2024, to be recorded in the office of the Clerk of Hampshire County in the Map Book.

Being the same tract of land conveyed from Gloria F. Saville and Zanna E. Alkire, Attorneys in Fact for Riley T. Malick Heirs to Harold D. Saville and Larry A. Saville, by deed dated July 12, 1983, recorded in the office of the Clerk of Hampshire County, Romney, West Virginia, in Deed Book 263 at Page 694.

Respectfully Submitted,  
Moreland's Surveying & Consulting, Inc.  
Richard L. Moreland  
STATE OF WEST VIRGINIA  
PROFESSIONAL SURVEYOR  
RICHARD L. MORELAND PS NO. 2021



DESCRIPTION OF SURVEY NO. 23-012-01

Tract 2 176.016 Acres

(Total Easement Area)

January 17, 2024

A tract of land in Sherman District, Hampshire County, West Virginia, lying on the northwestern side of West Virginia County Numbered Route 7, "Ford Hill Road", and on both sides of West Virginia County Numbered Route 7/4, "Ash Ruckman Road", being more particularly described as follows:

Beginning at a point, the intersection of the bounds of said Routes 7 and 7/4, thence with the bounds of said Route 7 for forty-five lines

S 63°39'41" W 76.56 feet to a found ½" rebar, thence

S 68°03'56" W 145.76 feet to a point, thence

S 68°58'16" W 196.72 feet to a point, thence

S 62°06'03" W 102.96 feet to a found 1/2:" rebar, thence

S 49°36'05" W 76.82 feet to a point, thence

S 38°48'19" W 67.07 feet to a point, thence

S 30°52'59" W 97.80 feet to a found ½" rebar, thence

S 28°05'23" W 172.45 feet to a point, from which a found ½" rebar bears N24°12'51"W 33.44 feet, thence

S 29°38'34" W 335.38 feet to a point, thence

S 30°13'25" W 122.16 feet to a point, thence

S 29°47'38" W 113.28 feet to a point, thence

S 27°44'29" W 66.05 feet to a point, thence

S 25°55'03" W 81.43 feet to a point, thence

S 24°22'12" W 81.38 feet to a point, thence

S 23°36'35" W 186.14 feet to a point, thence

S 24°07'47" W 115.08 feet to a point, thence

S 24°33'45" W 155.34 feet to a point, thence

S 24°34'55" W 216.57 feet to a point, thence

S 24°05'29" W 119.27 feet to a point, thence

S 23°52'41" W 139.51 feet to a point, thence

S 24°26'31" W 156.25 feet to a point, thence

S 25°48'26" W 68.08 feet to a point, thence

S 28°38'27" W 55.64 feet to a point, thence

S 31°45'10" W 54.58 feet to a point, thence

S 33°34'35" W 88.23 feet to a point, thence

S 29°18'21" W 54.95 feet to a point, thence

S 22°25'04" W 68.73 feet to a point, thence

S 15°58'25" W 62.37 feet to a point, thence

S 9°59'44" W 56.49 feet to a point, thence

S 6°33'45" W 100.75 feet to a point, thence

S 9°35'23" W 45.76 feet to a point, thence

S 13°19'07" W 38.51 feet to a point, thence

S 17°59'12" W 57.82 feet to a point, thence

S 22°28'35" W 65.96 feet to a point, thence

S 26°23'41" W 92.38 feet to a point, thence

S 28°47'11" W 206.38 feet to a point, thence

S 30°59'30" W 96.02 feet to a point, thence

S 33°13'41" W 169.03 feet to a point, thence

S 34°38'16" W 72.70 feet to a point, thence

S 37°25'37" W 54.69 feet to a point, thence

S 42°56'32" W 45.75 feet to a point, thence

S 49°46'59" W 40.36 feet to a point, thence

S 55°21'59" W 35.06 feet to a point, thence

S 61°33'17" W 45.34 feet to a point, thence

S 66°24'18" W 31.44 feet to a point, corner to Lowell H. Hott and Dorothy F. Eddis, from which a found corner fence post bears S61°11'56"E 2.72 feet, thence with said Hott and Eddis

N 61°11'56" W 1240.18 feet to a point in the center of said Route 7/4, corner to Andrew Hott, from which a corner fence bears S61°11'56"E 12.86 feet, thence with said Hott for twenty-one lines, the first nineteen lines run the center of said Route 7/4

N 27°40'58" E 48.19 feet to a point, thence

N 20°01'26" E 51.85 feet to a point, thence

N 7°47'04" E 50.73 feet to a point, thence

N 0°21'17" E 92.56 feet to a point, thence

N 8°31'34" E 43.49 feet to a point, thence

N 15°51'50" E 48.30 feet to a point, thence

N 18°08'56" E 102.29 feet to a point, thence

N 10°39'30" E 45.94 feet to a point, thence

N 1°34'09" E 68.73 feet to a point, thence

N 2°32'09" W 80.51 feet to a point, thence

N 14°15'58" W 50.13 feet to a point, thence

N 25°17'11" W 47.42 feet to a point, thence

N 32°49'31" W 121.31 feet to a point, thence

N 17°17'58" W 51.22 feet to a point, thence

N 1°02'39" W 50.09 feet to a point, thence

N 10°53'25" E 47.91 feet to a point, thence

N 17°54'05" E 315.61 feet to a point, thence

N 22°30'40" E 35.49 feet to a point, from which a large rock found bears N68°30'55"W 25.56 feet, thence

N 68°30'55" W 315.11 feet to a found stone pile, thence

S 42°38'28" W 1215.28 feet to a pine knot found in a stone pile, corner to Garland E. Poland and Susan Francis Poland, thence with said Poland for three lines

N 59°03'05" W 525.86 feet to a 5/8" capped Moreland rebar set in a stump hole, thence

N 11°56'01" E 69.64 feet to a found 5/8" capped Byers rebar, thence

N 49°06'28" E 882.42 feet to a found capped Whitacre rebar, corner to Tract 10 of Bell Hollow Estates, thence with Tracts in said Estates for six lines

N 49°06'26" E 359.82 feet to a found capped Whitacre rebar, corner to Tract 11, thence with said Tract 11

N 49°07'46" E 328.98 feet to a found capped Whitacre rebar, corner to Tract 12, thence with said Tract 12

N 47°50'34" E 363.22 feet to a found capped Whitacre rebar, corner to Tract 13, thence with said Tract 13

N 48°29'59" E 349.53 feet to a found capped Whitacre rebar, corner to Tract 14, thence with said Tract 14

N 48°22'49" E 237.40 feet to a found capped Whitacre rebar, corner to Tract 18, thence with said Tract 18

S 84°59'28" E 473.35 feet to a point in the center of said Route 7/4 for twelve lines

N 39°48'10" E 230.00 feet to a point, thence

N 41°11'21" E 84.74 feet to a point, thence

N 42°44'47" E 55.80 feet to a point, thence

N 51°21'32" E 28.94 feet to a point, thence

N 59°52'42" E 127.36 feet to a point, thence

N 60°41'24" E 58.96 feet to a point, thence

N 62°46'35" E 206.04 feet to a point, thence

N 60°10'13" E 142.57 feet to a point, thence

N 64°03'54" E 265.03 feet to a point, thence

N 64°00'12" E 201.11 feet to a point, thence

N 62°32'32" E 186.80 feet to a point, thence

N 61°59'48" E 122.21 feet to a point, thence

S 24°12'51" E 17.56 feet to a ½" rebar found on the bounds of said Route 7/4, thence with said bounds for five lines

N 61°39'44" E 370.63 feet to a found ½" rebar, thence

N 72°35'16" E 46.81 feet to a found ½" rebar, thence

S 75°50'48" E 64.45 feet to a found ½" rebar, thence

S 60°42'50" E 259.05 feet to a found ½" rebar, thence

S 53°37'05" E 510.73 feet to the beginning, containing 176.016 Acres, more or less, as surveyed by Moreland's Surveying and Consulting, Inc. and shown on a plat dated January 17, 2024, to be recorded in the office of the Clerk of Hampshire County in the Map Book.

Being 11.162 acres the same tract of land conveyed from Gloria F. Saville and Zanna E. Alkire, Attorneys in Fact for Riley T. Malick Heirs to Harold D. Saville and Larry A. Saville, by deed dated July 12, 1983, recorded in the office of the Clerk of Hampshire County, Romney, West Virginia, in Deed Book 263 at Page 694 and 164.854 acres the same tract of land conveyed from Homer W. Pugh and Gertrude M. Pugh to Harold D. Saville and Larry A. Saville, by deed dated June 28, 1971, recorded in the office of the Clerk of Hampshire County, Romney, West Virginia, in Deed Book 191 at Page 575 and conveyed from Zanna V. Mathias, Victor M. Saville and Jack E. Helmick (Heirs of Harold D. Saville) to Larry A. Saville, by deed dated February 23, 2023, recorded in the office of the Clerk of Hampshire County, Romney, West Virginia, in Deed Book 599 Page 236.

Respectfully Submitted,  
Moreland's Surveying & Consulting, Inc.

*Richard E. Moreland*  
No. 2021  
STATE OF  
WEST VIRGINIA  
RICHARD E. MORELAND PS NO. 2021  
PROFESSIONAL SURVEYOR

DESCRIPTION OF SURVEY NO. 23-012-01  
60' Utility Strip A  
January 17, 2024

A 60 foot wide Utility Strip in Sherman District, Hampshire County, West Virginia, lying on the southeastern side of the bounds of West Virginia County Numbered Route 7, "Ford Hill Road", at the intersection of said Route 7 and West Virginia County Numbered Route 7/4, "Ash Ruckman Road", being more particularly described as follows:

Beginning at a found ½" rebar, corner to Allen D., Karen S. and Melanie J. Hott and on the the southeastern bounds of said Route 7, thence with said bounds for twenty lines

N 30°13'25" E 122.37 feet to a found ½" rebar, thence

N 29°38'04" E 347.98 feet to a found ½" rebar, thence

N 26°54'47" E 160.63 feet to a found ½" rebar, thence

N 30°56'58" E 96.52 feet to a point, thence

N 37°12'22" E 62.29 feet to a point, thence

N 54°21'03" E 67.10 feet to a point, thence

N 62°06'58" E 93.58 feet to a found ½" rebar, thence

N 68°59'30" E 194.87 feet to a found ½" rebar, thence

N 68°04'47" E 149.07 feet to a found ½" rebar, thence

N 62°17'59" E 100.92 feet to a found ½" rebar, thence

N 56°42'03" E 60.39 feet to a found USGS concrete monument, thence

N 53°06'29" E 139.23 feet to a found ½" rebar, thence

N 51°48'41" E 393.30 feet to a point, thence

N 53°09'28" E 246.52 feet to a point, thence

N 52°21'30" E 394.18 feet to a found ½" rebar, thence

N 52°26'21" E 205.41 feet to a found ½" rebar, thence

N 52°26'21" E 139.97 feet to a found ½" rebar, thence

N 49°45'36" E 148.14 feet to a found ½" rebar, thence

N 47°51'59" E 99.77 feet to a point, thence

N 46°00'14" E 75.55 to corner 'A', a ½" rebar found flush in the center of an existing road, corner to Brooke N. Robinson, thence with said Robinson

S 60°13'44" E 62.49 feet to corner 'B', a point, thence 60' from and parallel to the above described bounds of said Route 7 for twenty lines

S 46°00'14" W 93.99 feet to a point, thence  
S 47°51'59" W 101.74 feet to a point, thence  
S 49°45'36" W 150.54 feet to a point, thence  
S 52°26'21" W 141.37 feet to a point, thence  
S 52°26'21" W 205.37 feet to a point, thence  
S 52°21'30" W 394.56 feet to a point, thence  
S 53°09'28" W 246.24 feet to a point, thence  
S 51°48'41" W 393.28 feet to a point, thence  
S 53°06'29" W 141.79 feet to a point, thence  
S 56°42'03" W 65.21 feet to a point, thence  
S 62°17'59" W 106.88 feet to a point, thence  
S 68°04'47" W 152.57 feet to a point, thence  
S 68°59'30" W 191.74 feet to a point, thence  
S 62°06'58" W 85.90 feet to a point, thence  
S 54°21'03" W 53.98 feet to a point, thence  
S 37°12'22" W 49.97 feet to a point, thence  
S 30°56'58" W 91.12 feet to a point, thence  
S 26°54'47" W 159.94 feet to a point, thence  
S 29°38'04" W 349.72 feet to a point, thence  
S 30°13'25" W 55.13 feet to corner 'C', a point in a line of said Hott, thence with said Hott for two lines  
N 17°23'14" W 25.73 feet to corner 'D', a found ½" rebar, thence  
S 56°00'09" W 94.27 feet to the beginning, as surveyed by Moreland's Surveying and Consulting, Inc. and shown on a plat dated January 17, 2024, to be recorded in the office of the Clerk of Hampshire County in the Map Book.

Respectfully Submitted  
Moreland's Surveying & Consulting, Inc.  
No. 2021  
STATE OF  
RICHARD L. MORELAND  
PROFESSIONAL SURVEYOR  
PS NO. 2021

DESCRIPTION OF SURVEY NO. 23-012-01

60' Utility Strip B

January 17, 2024

A 60 foot wide Utility Strip in Sherman District, Hampshire County, West Virginia, lying on the southeastern side of the center of West Virginia County Numbered Route 7/4, "Ash Ruckman Road", the southeastern and southern side of the bounds of said Route 7/4, and the northwestern side of the bound of West Virginia County Numbered Route 7, "Ford Hill Road", being more particularly described as follows:

Beginning at corner 'H', a point in the center of said Route 7/4, Corner to Lowell H. Hott and Dorothy F. Eddis, and Andrew Hott, from which a found corner fence post bears S61°11'56"E 12.86 feet, thence with the center of said Route 7/4 for thirty-nine lines, the first eighteen with said Andrew Hott

N 27°40'58" E 48.19 feet to a point, thence

N 20°01'26" E 51.85 feet to a point, thence

N 7°47'04" E 50.73 feet to a point, thence

N 0°21'17" E 92.56 feet to a point, thence

N 8°31'34" E 43.49 feet to a point, thence

N 15°51'50" E 48.30 feet to a point, thence

N 18°08'56" E 102.29 feet to a point, thence

N 10°39'30" E 45.94 feet to a point, thence

N 1°34'09" E 68.73 feet to a point, thence

N 2°32'09" W 80.51 feet to a point, thence

N 14°15'58" W 50.13 feet to a point, thence

N 25°17'11" W 47.42 feet to a point, thence

N 32°49'31" W 121.31 feet to a point, thence

N 17°17'58" W 51.22 feet to a point, thence

N 1°02'39" W 50.09 feet to a point, thence

N 10°53'25" E 47.91 feet to a point, thence

N 17°54'05" E 315.61 feet to a point, thence

N 22°30'40" E 35.49 feet to a point, thence

N 22°30'40" E 95.93 feet to a point, thence

N 25°30'30" E 131.91 feet to a point, thence

N 27°59'06" E 98.20 feet to a point, thence



N 31°44'38" E 62.74 feet to a point, thence  
N 37°21'14" E 185.45 feet to a point, thence  
N 36°07'02" E 326.10 feet to a point, thence  
N 36°29'31" E 146.12 feet to a point, thence  
N 38°03'48" E 119.17 feet to a point, thence  
N 40°05'55" E 274.98 feet to a point, thence  
N 39°48'10" E 230.00 feet to a point, thence  
N 41°11'21" E 84.74 feet to a point, thence  
N 42°44'47" E 55.80 feet to a point, thence  
N 51°21'32" E 28.94 feet to a point, thence  
N 59°52'42" E 127.36 feet to a point, thence  
N 60°41'24" E 58.96 feet to a point, thence  
N 62°46'35" E 206.04 feet to a point, thence  
N 60°10'13" E 142.57 feet to a point, thence  
N 64°03'54" E 265.03 feet to a point, thence  
N 64°00'12" E 201.11 feet to a point, thence  
N 62°32'32" E 186.80 feet to a point, thence  
N 61°59'48" E 122.21 feet to a point, thence  
S 24°12'51" E 17.56 feet to a ½" rebar found on the bounds of said Route 7/4, thence with the  
bounds of said Route 7/4 for five lines  
N 61°39'44" E 370.63 feet to a found ½" rebar, thence  
N 72°35'16" E 46.81 feet to a found ½" rebar, thence  
S 75°50'48" E 64.45 feet to a found ½" rebar, thence  
S 60°42'50" E 259.05 feet to a found ½" rebar, thence  
S 53°37'05" E 510.73 feet to a point on the bound of said Route 7, thence with said bounds for  
forty-five lines  
S 63°39'41" W 76.56 feet to a found ½" rebar, thence  
S 68°03'56" W 145.76 feet to a point, thence  
S 68°58'16" W 196.72 feet to a point, thence

S 62°06'03" W 102.96 feet to a found ½" rebar, thence  
S 49°36'05" W 76.82 feet to a point, thence  
S 38°48'19" W 67.07 feet to a point, thence  
S 30°52'59" W 97.80 feet to a found ½" rebar, thence  
S 28°05'23" W 172.45 feet to a point, thence  
S 29°38'34" W 335.38 feet to a point, thence  
S 30°13'25" W 122.16 feet to a point, thence  
S 29°47'38" W 113.28 feet to a point, thence  
S 27°44'29" W 66.05 feet to a point, thence  
S 25°55'03" W 81.43 feet to a point, thence  
S 24°22'12" W 81.38 feet to a point, thence  
S 23°36'35" W 186.14 feet to a point, thence  
S 24°07'47" W 115.08 feet to a point, thence  
S 24°33'45" W 155.34 feet to a point, thence  
S 24°34'55" W 216.57 feet to a point, thence  
S 24°05'29" W 119.27 feet to a point, thence  
S 23°52'41" W 139.51 feet to a point, thence  
S 24°26'31" W 156.25 feet to a point, thence  
S 25°48'26" W 68.08 feet to a point, thence  
S 28°38'27" W 55.64 feet to a point, thence  
S 31°45'10" W 54.58 feet to a point, thence  
S 33°34'35" W 88.23 feet to a point, thence  
S 29°18'21" W 54.95 feet to a point, thence  
S 22°25'04" W 68.73 feet to a point, thence  
S 15°58'25" W 62.37 feet to a point, thence  
S 9°59'44" W 56.49 feet to a point, thence  
S 6°33'45" W 100.75 feet to a point, thence  
S 9°35'23" W 45.76 feet to a point, thence

S 13°19'07" W 38.51 feet to a point, thence  
S 17°59'12" W 57.82 feet to a point, thence  
S 22°28'35" W 65.96 feet to a point, thence  
S 26°23'41" W 92.38 feet to a point, thence  
S 28°47'11" W 206.38 feet to a point, thence  
S 30°59'30" W 96.02 feet to a point, thence  
S 33°13'41" W 169.03 feet to a point, thence  
S 34°38'16" W 72.70 feet to a point, thence  
S 37°25'37" W 54.69 feet to a point, thence  
S 42°56'32" W 45.75 feet to a point, thence  
S 49°46'59" W 40.36 feet to a point, thence  
S 55°21'59" W 35.06 feet to a point, thence  
S 61°33'17" W 45.34 feet to a point, thence

S 66°24'18" W 31.44 feet to corner 'E', a point, corner to said Lowell H. Hott and Dorothy F. Eddis, from which a found corner fence post bears S61°11'56"E 2.72', thence with said Hott and Eddis

N 61°11'56" W 75.73 feet to corner 'F', a point, thence 60 feet from and parallel to the above described bounds of said Route 7 for forty-four lines

N 66°24'18" E 75.11 feet to a point, thence  
N 61°33'17" E 39.56 feet to a point, thence  
N 55°21'59" E 28.89 feet to a point, thence  
N 49°46'59" E 33.84 feet to a point, thence  
N 42°56'32" E 39.27 feet to a point, thence  
N 37°25'37" E 50.34 feet to a point, thence  
N 34°38'16" E 70.50 feet to a point, thence  
N 33°13'41" E 167.12 feet to a point, thence  
N 30°59'30" E 93.70 feet to a point, thence  
N 28°47'11" E 203.97 feet to a point, thence  
N 26°23'41" E 89.08 feet to a point, thence  
N 22°28'35" E 61.55 feet to a point, thence

N 17°59'12" E 53.02 feet to a point, thence  
N 13°19'07" E 34.11 feet to a point, thence  
N 9°35'23" E 42.22 feet to a point, thence  
N 6°33'45" E 100.97 feet to a point, thence  
N 9°59'44" E 61.42 feet to a point, thence  
N 15°58'25" E 68.88 feet to a point, thence  
N 22°25'04" E 75.72 feet to a point, thence  
N 29°18'21" E 60.80 feet to a point, thence  
N 33°34'35" E 89.52 feet to a point, thence  
N 31°45'10" E 52.00 feet to a point, thence  
N 28°38'27" E 52.53 feet to a point, thence  
N 25°48'26" E 65.88 feet to a point, thence  
N 24°26'31" E 155.24 feet to a point, thence  
N 23°52'41" E 139.33 feet to a point, thence  
N 24°05'29" E 119.64 feet to a point, thence  
N 24°34'55" E 216.81 feet to a point, thence  
N 24°33'45" E 155.10 feet to a point, thence  
N 24°07'47" E 114.58 feet to a point, thence  
N 23°36'35" E 186.26 feet to a point, thence  
N 24°22'12" E 82.59 feet to a point, thence  
N 25°55'03" E 83.20 feet to a point, thence  
N 27°44'29" E 68.08 feet to a point, thence  
N 29°47'38" E 114.58 feet to a point, thence  
N 30°13'25" E 122.08 feet to a point, thence  
N 29°38'34" E 334.26 feet to a point, thence  
N 28°05'23" E 173.10 feet to a point, thence  
N 30°52'59" E 103.42 feet to a point, thence  
N 38°48'19" E 76.89 feet to a point, thence

N 49°36'05" E 89.06 feet to a point, thence

N 62°06'03" E 113.13 feet to a point, thence

N 68°58'16" E 199.85 feet to a point, thence

N 68°03'56" E 117.70 feet to a point, thence 60 feet from and parallel to the above described bounds of said Route 7/4 for five lines

N 53°37'05" W 406.38 feet to a point, thence

N 60°42'50" W 247.36 feet to a point, thence

N 75°50'48" W 39.52 feet to a point, thence

S 72°35'16" W 24.11 feet to a point, thence

S 61°39'44" W 369.22 feet to a point, thence

N 24°12'51" W 17.59 feet to a point, thence 60 feet from and parallel to the above described centerline of said Route 7/4 for thirty-nine lines

S 61°59'48" W 118.52 feet to a point, thence

S 62°32'32" W 187.85 feet to a point, thence

S 64°00'12" W 201.90 feet to a point, thence

S 64°03'54" W 263.02 feet to a point, thence

S 60°10'13" W 141.89 feet to a point, thence

S 62°46'35" W 206.31 feet to a point, thence

S 60°41'24" W 57.44 feet to a point, thence

S 59°52'42" W 122.46 feet to a point, thence

S 51°21'32" W 19.95 feet to a point, thence

S 42°44'47" W 50.46 feet to a point, thence

S 41°11'21" W 83.20 feet to a point, thence

S 39°48'10" W 229.43 feet to a point, thence

S 40°05'55" W 274.07 feet to a point, thence

S 38°03'48" W 117.28 feet to a point, thence

S 36°29'31" W 145.10 feet to a point, thence

S 36°07'02" W 326.56 feet to a point, thence

S 37°21'14" W 183.15 feet to a point, thence

S 31°44'38" W 57.83 feet to a point, thence  
S 27°59'06" W 94.94 feet to a point, thence  
S 25°30'30" W 129.05 feet to a point, thence  
S 22°30'40" W 94.36 feet to a point, thence  
S 22°30'40" W 33.08 feet to a point, thence  
S 17°54'05" W 309.52 feet to a point, thence  
S 10°53'25" W 37.97 feet to a point, thence  
S 1°02'39" E 35.25 feet to a point, thence  
S 17°17'58" E 34.47 feet to a point, thence  
S 32°49'31" E 117.08 feet to a point, thence  
S 25°17'11" E 57.16 feet to a point, thence  
S 14°15'58" E 62.08 feet to a point, thence  
S 2°32'09" E 88.82 feet to a point, thence  
S 1°34'09" W 75.65 feet to a point, thence  
S 10°39'30" W 54.64 feet to a point, thence  
S 18°08'56" W 105.02 feet to a point, thence  
S 15°51'50" W 43.25 feet to a point, thence  
S 8°31'34" W 35.36 feet to a point, thence  
S 0°21'17" W 92.17 feet to a point, thence  
S 7°47'04" W 61.06 feet to a point, thence  
S 20°01'26" W 62.30 feet to a point, thence

S 27°40'58" W 53.38 feet to corner 'G', a point, corner to said Lowell H. Hott and Dorothy F. Eddis, thence said Hott and Eddis

N 61°11'56" W 60.01 feet to the beginning, as surveyed by Moreland's Surveying and Consulting, Inc. and shown on a plat dated January 17, 2024, to be recorded in the office of the Clerk of Hampshire County in the Map Book.

Respectfully Submitted,  
Moreland's Surveying & Consulting, Inc.  
No. 2021  
*Richard L. Moreland*  
STATE OF  
RICHARD L. MORELAND PS NO. 2021  
PROFESSIONAL SURVEYOR

DESCRIPTION OF SURVEY NO. 23-012-01  
60' Utility Strip C  
January 17, 2024

A 60 foot wide Utility Strip in Sherman District, Hampshire County, West Virginia, lying on the northwestern side of the center of West Virginia County Numbered Route 7/4, "Ash Ruckman Road", about 400' southwest of the intersection of said Route 7/4 and West Virginia County Numbered Route 7/10, "Jake Ruckman Road", being more particularly described as follows:

Beginning at corner 'M', a point in the center of said Route 7/4, corner to Tract 18 of Bell Hollow Estates, thence with the center of said Route 7/4 for nine lines

S 40°05'55" W 274.98 feet to a point, thence

S 38°03'48" W 119.17 feet to a point, thence

S 36°29'31" W 146.12 feet to a point, thence

S 36°07'02" W 326.10 feet to a point, thence

S 37°21'14" W 185.45 feet to a point, thence

S 31°44'38" W 62.74 feet to a point, thence

S 27°59'06" W 98.20 feet to a point, thence

S 25°30'30" W 131.91 feet to a point, thence

S 22°30'40" W 95.93 feet to corner 'J', a point, corner to Andrew Hott, thence with said Hott

N 68°30'55" W 60.01 feet to corner 'K', a point, thence 60 feet from and parallel to the above describe centerline for nine lines

N 22°30'40" E 98.57 feet to a point, thence

N 25°30'30" E 134.78 feet to a point, thence

N 27°59'06" E 101.47 feet to a point, thence

N 31°44'38" E 67.65 feet to a point, thence

N 37°21'14" E 187.74 feet to a point, thence

N 36°07'02" E 325.65 feet to a point, thence

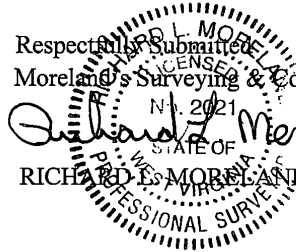
N 36°29'31" E 147.13 feet to a point, thence

N 38°03'48" E 121.06 feet to a point, thence

N 40°05'55" E 233.89 feet to corner 'L', a point in a line of said Tract 18, thence with said Tract

S 84°59'28" E 73.33 feet to the beginning, as surveyed by Moreland's Surveying and Consulting, Inc. and shown on a plat dated January 17, 2024, to be recorded in the office of the Clerk of Hampshire County in the Map Book.

Respectfully Submitted,  
Moreland's Surveying & Consulting, Inc.  
No. 2021  
STATE OF  
RICHARD L. MORELAND PS NO. 2021





DESCRIPTION OF SURVEY NO. 23-012-01

Exhibit C - 2.000 Acres & 30' Right of Way (Tract 1)

January 17, 2024

A tract of land in Sherman District, Hampshire County, West Virginia, lying at the end of a 30' Right of Way on the southeastern side of West Virginia County Numbered Route 7, "Ford Hill Road", about 1850 feet northeast of the intersection of said Route 7 and West Virginia County Numbered Route 7/4, "Ash Ruckman Road", being more particularly described as follows:

Beginning at a 5/8" capped Moreland rebar, set in a line of J. Scoot and Cynthia R. McDaniel, from which a flush 1/2" rebar found on the bounds of said Route in the center of an existing roads bears N60°13'44"W 1020.34 feet, thence with said McDaniel

S 60°13'44" E 195.40 feet to a found 1/2" rebar, corner to Ronald R. and Burma Omgs, thence with said Omgs

S 29°29'09" E 109.34 feet to a set 5/8" capped Moreland rebar, from which a found 1/2" rebar bears S29°29'09"E 859.26 feet, thence with four new lines of division

S 12°02'05" W 132.22 feet to a 24" white oak, thence

S 28°05'10" W 154.54 feet to a 30" white oak, thence

N 45°37'54" W 327.65 feet to a set 5/8" capped Moreland rebar, thence

N 25°54'35" E 254.31 feet to the beginning, containing 2.000 Acres, more or less, as surveyed by Moreland's Surveying and Consulting, Inc. and shown on a plat dated January 17, 2024, to be recorded in the office of the Clerk of Hampshire County in the Map Book.

Being the same tract of land conveyed from Gloria F. Saville and Zanna E. Alkire, Attorneys in Fact for Riley T. Malick Heirs to Harold D. Saville and Larry A. Saville, by deed dated July 12, 1983, recorded in the office of the Clerk of Hampshire County, Romney, West Virginia, in Deed Book 263 at Page 694.

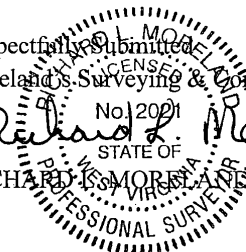
30' RIGHT OF WAY ACCESS TO EXHIBIT C

Beginning on bounds of said Route 7 and running a 30' wide right of way adjacent to and parallel to the boundary line which runs S60°13'44"E, adjoining the land of Brooke N. Robinson and continuing with said McDaniel to the line of said Exhibit C.

Respectfully Submitted,  
Moreland's Surveying & Consulting, Inc.

*Richard L. Moreland*  
No. 2021  
STATE OF

RICHARD L. MORELAND, P.S. NO. 2021



DESCRIPTION OF SURVEY NO. 23-012-01  
Exhibit C - 2.000 Acres (Tract 2)  
January 17, 2024

A tract of land in Sherman District, Hampshire County, West Virginia, lying on the northwestern side of West Virginia County Numbered Route 7/4, "Ash Ruckman Road", about 1270' southwest of the intersection of said Route 7/2 and West Virginia County Numbered Route 7/10, "Jake Ruckman Road", being more particularly described as follows:

Beginning at a point in the center of said Route 7/4, from which a set 5/8" capped Moreland rebar bears N60°03'51"W 17.08 feet, thence with six new lines of division

N 60°03'51" W 247.91 feet to a set 5/8" capped Moreland rebar, thence

N 29°56'09" E 344.75 feet to a 5/8" capped Moreland rebar, from which a found 5/8" capped Whitacre rebar, common corner to Tracts 12 and 13 of Bell Hollow Estates, bears S35°58'13"E 249.75 feet, thence

S 60°03'51" E 270.49 feet to a point in the center of said Route 7/4, from which a set 5/8" capped Moreland rebar bears N60°03'51"W 17.15 feet, thence the center of said Route 7/4 for three lines

S 37°21'14" W 185.45 feet to a point, thence

S 31°44'38" W 62.74 feet to a point, thence

S 27°59'06" W 98.20 feet to the beginning, containing 2.000 Acres, more or less, as surveyed by Moreland's Surveying and Consulting, Inc. and shown on a plat dated January 17, 2024, to be recorded in the office of the Clerk of Hampshire County in the Map Book.

Being part of the same tract of land conveyed from Homer W. Pugh and Gertrude M. Pugh to Harold D. Saville and Larry A. Saville, by deed dated June 28, 1971, recorded in the office of the Clerk of Hampshire County, Romney, West Virginia, in Deed Book 191 at Page 575 and conveyed from Zanna V. Mathias, Victor M. Saville and Jack E. Helmick (Heirs of Harold D. Saville) to Larry A. Saville, by deed dated February 23, 2023, recorded in the office of the Clerk of Hampshire County, Romney, West Virginia, in Deed Book 599 Page 236.

Respectfully Submitted,  
Moreland's Surveying & Consulting, Inc.  
No. 2021  
Richard J. Moreland  
STATE OF WEST VIRGINIA  
RICHARD J. MORELAND, P.S. NO. 2021  
PROFESSIONAL SURVEYOR

Hampshire County  
Eric W. Strife, Clerk  
Instrument 233759  
08/21/2024 @ 02:16:51 PM  
DEED  
Book 605 @ Page 427  
Pages Recorded 34  
Recording Cost \$  
63.00