

Mailed: Karen Shiflett 1-26-88
Rt 3 Box 170
Romney WV

310

44221

FRED LEON SHIFLETT, JR. and
KAREN ANN SHIFLETT,
his wife

TO: DEED

FRED LEON SHIFLETT III and
KAREN ANN SHIFLETT,
his mother

THIS DEED, made the 20th day of January,
1988, by and between FRED LEON SHIFLETT
JR. and KAREN ANN SHIFLETT, his wife,
grantors, parties of the first part,
and FRED LEON SHIFLETT III, and KAREN ANN
SHIFLETT, his mother, grantees, parties

of the second part.

WITNESSETH: That for and in consideration of the sum of ZERO DOLLARS,
the said grantors, FRED LEON SHIFLETT, JR. and KAREN ANN SHIFLETT, his wife,
do hereby grant and convey unto the said grantees, FRED LEON SHIFLETT III,
and KAREN ANN SHIFLETT, his mother as joint tenants with rights of survivor-
ship, and with COVENANT OF GENERAL WARRANTY, COVENANTS AGAINST INCUMBRANCES
and COVENANT OF SEISIN all that certain tract or parcel of real estate to-
gether with the dwelling and improvements thereon, situate and being in
Sherman District, Hampshire County, West Virginia, and which real estate
is more particularly bounded and described as follows, to wit:

All that certain tract or parcel of real estate situate on
the southwest side of Grassy Lick Road near Kirby, Sherman
District, Hampshire County, West Virginia, together with the
dwelling, buildings and improvements thereon, which real
estate is a part of the real estate which was conveyed to
Hampshire Gas Company, a West Virginia Corporation, by
James D. Franklin and Hazel E. Franklin by deed dated
July 3, 1970, as recorded in the Clerk's Office of the
County Court of Hampshire County, West Virginia, in
Deed Book 191 at page 510.

Beginning for the same at the center of Grassy Lick Road and
the 18th line of the described property as conveyed by James
D. Franklin and Hazel E. Franklin to Hampshire Gas Company
by deed dated July 3, 1970, and recorded among the land re-
cords of Hampshire County, thence leaving said road and runn-
ing with the said 18th line, which is also the Northern bound-
ary line of the Loring S. Hott property, S. 70 57 02 W. 890.22
feet to an iron bar; thence S 76 40 52 W. 1192.21 feet to an
iron bar; thence N. 28 41 25 W. 1444.73 feet to an iron bar;
thence N. 38 56 28 W. 412.90 feet; thence N. 59 33 E. 316.94
feet; thence N. 86 07 13 E. 1875.72 feet; thence N. 55 03 52 E.
221.62 feet to the center of Grassy Lick Road; thence along the
center of said road S. 34 56 08 E. 512.25 feet; thence S. 22 48
50 E. 923.26 feet; thence S. 01 07 00 E. 205.71 feet to the
point of beginning, containing 89.203 acres, more or less,

The real estate hereby conveyed is the same real estate which was conveyed unto FRED LEON SHIFLETT, JR. and KAREN ANN SHIFLETT, husband and wife, by deed of LOIS M. HOCKINSMITH and WILLIAM L. HOCKINSMITH, husband and wife, said deed being dated June 15, 1981 and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book No. 250 at page 347.

EXCEPTIONS AND RESERVATIONS

In that deed recorded in the aforesaid Clerk's Office in Deed Book No. 226 at page 416 whereby the Hampshire Gas Company, A West Virginia Corporation, conveyed the aforescribed real estate to Joseph E. Corbin and Lois M. Corbin, the following exceptions were set forth and this deed is made by the grantors herein and accepted by the grantees herein subject to said exceptions and reservations, which are set forth in the aforesaid deed as follows:

1. Right of way granted Potomac Light and Power Company by deed dated September 26, 1940, and recorded in Deed Book 104 page 24, granting lines and poles being also used by the General Telephone Company.
2. The right to use the private road which crosses this property as an outlet from the adjoining James B. Saville property to Grassy Lick Road and that portion of the access road to the right of way and regulator station area conveyed to Hampshire Gas Company by Ernest E. Martin, et ux and recorded in Deed Book 176 Page 171.
3. County Road right of way over Grassy Lick Road.
4. All of the oil and gas and the rights to any and all thereof which may be found on or underlying the parcel of land conveyed hereby and further excepting all stored oil and gas and the right to any or all thereof, wherever such substances or rights are not now owned by the seller.

It is the purpose and intention of this deed, and it is hereby accepted by the grantees, that this real estate is conveyed unto them with rights of survivorship, that is, if the said FRED LEON SHIFLETT, III should die before his mother, KAREN ANN SHIFLETT, then the entire estate

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in fee simple in and to the said property shall be and become the sole property of the said KAREN ANN SHIFLETT, and that if the said KAREN ANN SHIFLETT, should die before her son, FRED LEON SHIFLETT III, then the entire estate in fee simple in and to the said property shall be and become the sole property of the said FRED LEON SHIFLETT III, and that in the event that both KAREN ANN SHIFLETT and FRED LEON SHIFLETT III, should die then the entire estate in fee simple in and to the said property shall be and become the sole property of the said FRED LEON SHIFLETT JR,

TO HAVE AND TO HOLD the real estate herein conveyed, together with all rights, rights of way, roads, easements and appurtenances thereunto belonging or in anywise appertaining unto the said FRED LEON SHIFLETT III, and KAREN ANN SHIFLETT, his mother their heirs and assigns, in fee simple, forever.

WITNESS the following signatures and seals:

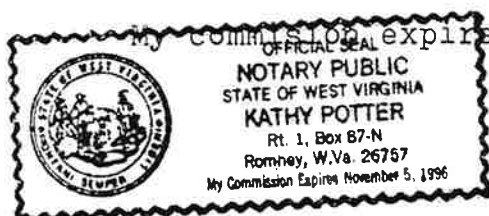
Fred L. Shiflett Jr. (SEAL)
FRED LEON SHIFLETT JR.

Karen A. Shiflett (SEAL)
KAREN ANN SHIFLETT

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, TO WIT:

The foregoing deed was acknowledged before me this 21 day of January, 1988 by FRED LEON SHIFLETT JR. and KAREN ANN SHIFLETT, his wife.



November 5, 1996
Kathy Potter
Notary Public

This deed was prepared by Karen Ann Shiflett, of Route Three, Box 70, Romney, West Virginia, 26757, without examination of title.

16,032
EASEMENT

THIS EASEMENT made and entered into this 23 day of JUNE,
1967, by and between Ernest E. Martin and Sylvia M. Martin (His Wife)

their heirs, executors, administrators, legal representatives, successors and assigns, (hereinafter called "Owner") and HAMPSHIRE GAS COMPANY, a West Virginia corporation, its successors and assigns, (hereinafter called the "Company").

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey to the Company, its successors and assigns, a perpetual easement and right-of-way ("Easement") forty feet in width, for the purpose of laying, constructing, maintaining, operating, removing, replacing, altering, extending, repairing, and increasing or decreasing in size a gas pipeline or gas pipelines, gas well lines, service pipes, valves, and accessory equipment (all of such pipelines, well lines, service pipes, valves, etc. being hereinafter referred to as "Equipment") in, through and across the property described by deed dated May 8, 1965, from Donald P. and Ruth E. Saville to Owner, and recorded in Book 165, at Page 159, of the land records of Hampshire County, West Virginia, the Easement being more particularly described on Drawing No. H-GI-119, attached hereto and made a part hereof. For each additional line of pipe laid in this Easement parallel to the first one laid pursuant hereto, the Owner shall receive from the Company the same consideration as that paid upon execution of this Easement.

The Easement is subject to the following conditions:

1. The Equipment shall be and remain the property of the Company.
2. The Company and its agents shall have full and free use of the Easement for the purposes named, including the right of access to and from the Easement.
3. The Company shall have the right, during the period of original construction of the Equipment, to use an additional twenty-five feet of space as shown on drawing attached for construction use only.
4. The Company shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions, or facilities in the Easement and extra construction area, deemed by the Company to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the Company at its own expense shall restore, as nearly as possible, the property to its original condition, including the backfilling of trenches, the replacement of fences, and reseedling of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.
5. The gas pipeline or pipelines and service pipes shall be installed below cultivation and the Owner reserves the right to construct and maintain private roadways over the Easement and to make any use of the Easement herein granted not inconsistent with the rights herein conveyed, or with the use of the Easement by the Company for the purposes named. Without limiting the generality of the foregoing, among the uses prohibited within the Easement, because inconsistent therewith, the Owner shall not without first obtaining written approval of the Company erect any building or other structure, make a fill or excavation of earth so as to cause a change in the contours, or inundate the land with water.
6. The Owner warrants specially said Easement and will execute each further assurances thereof as the Company may request.

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7. The consideration paid for this Easement includes damages, during original construction of the Equipment, to the property of the Owner. The Company shall pay the Owner actual damages that may arise from the maintenance, replacement, operation, and removal of said Equipment.

8. The Company at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against said property, and in the event that Company so pays and discharges any such taxes, mortgages, or other liens, the Company shall be subrogated to the rights of any holder or holders thereof.

WITNESS the following signatures and seals:

WITNESS:

Thelma T. Behrens
Nicholas T. Behrens

Ernest E. Martin
Sylvia M. Martin

STATE OF Maryland
~~WEST VIRGINIA~~)
DCC) SS:
COUNTY OF DANIEL)

I hereby certify that on this 23 day of June, 1967, before the subscriber, a Notary Public, personally appeared Ernest E. & Sylvia M. Martin and did acknowledge the foregoing Easement to be TRUE act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 23 day of June, A.D., 1967.

Louis L. Landis
Notary Public (SEAL)

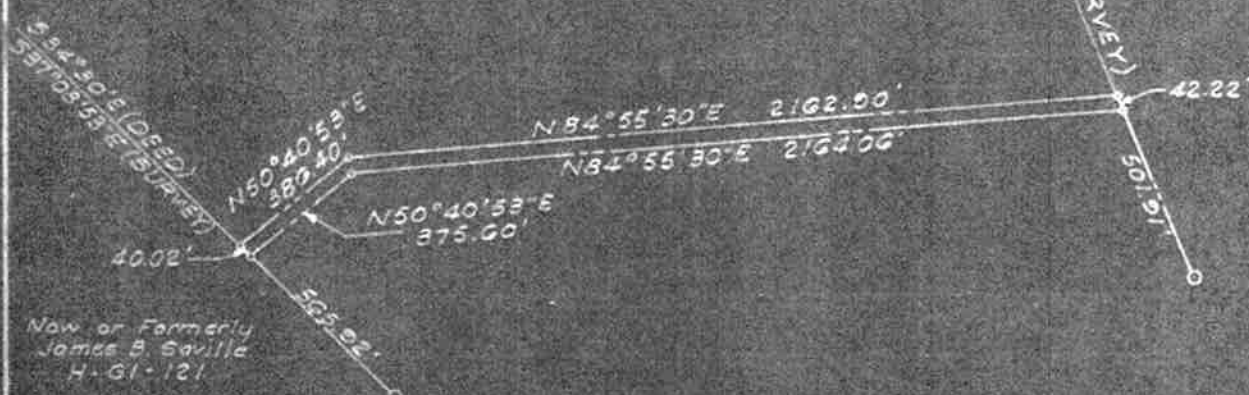
My commission expires:

7-1-67

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Ernest E. Martin

Now or Formerly
W. Pownall
H-61-118Now or Formerly
James B. Saville
H-61-121

Rev.	BY	DATE	RIGHT OF WAY PLAT			
	G7	J4	HAMPSHIRE GAS COMPANY			
delta engineers box 1314 cumberland, maryland			MADE BY	APP'D	SCALE 1"=500'	
			CHKD BY	APP'D	DRAWING NO	
			DATE	DATE	JOB NO G7-49	H-61-119

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:

Be it remembered that on the 19th day of January, 1968, at 10:42, A. M.,
this Easement & Plat was presented in the Clerk's Office of the County Court of said County and
with the certificate thereto annexed, admitted to record.

Attest Nancy C. Feller Clerk
County Court, Hampshire County, W. Va. yl