

COPY

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ROY DAVID ROWZEE

TO: RIGHT OF WAY

LAURA SEISS

This Right of Way Agreement, made this 3rd day of April, 2015, by and between ROY DAVID ROWZEE, party of the first part, Grantor, and LAURA SEISS, Grantee, party of the second part.

WHEREAS, the party of the first part herein is the owner of a certain tract of land lying and being situate in Gore District, Hampshire County, West Virginia, described as containing 99 acres and 47 poles (99.296 acres), more or less, which he acquired by the Last Will and Testament of Iva M. Rowzee dated August 11, 1983, recorded January 16, 1990 in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Will Book 38 at Page 747, and which real estate is depicted on the 2014 Hampshire County Land Books as District 05, Tax Map 12, Parcel 23; and,

WHEREAS, the party of the second part herein is the owner of those certain tracts of land, lying and being situate in Gore District, Hampshire County, West Virginia, described as Parcels 1, 2, 3, 4, 5 and 6 of Town Ridge Heights, as shown on the plat of said subdivision prepared by Clinton Ritter, dated March 10, 1970, and of record in the aforesaid Clerk's Office in Map Book 1 at Page 61, which she acquired by the Last Will and Testament of Gary Wayne Miller, dated July 10, 2007, recorded September 6, 2013 in the aforesaid Clerk's Office in Will Book 60 at Page 715, and which lots are depicted on the 2014 Hampshire County Land Books as District 05, Tax Map 12, Parcels 15, 15.1, 15.2, 15.3, 15.4 and 15.5; and,

WHEREAS, an existing roadway crossing the land of the Grantor has for many years been used by the Grantee's predecessors in title for purposes of ingress and egress to and from the said Town Ridge Heights, said existing roadway crossing from the end of the state-maintained portion of Route 5/10,

at the western boundary of Grantor's land, to the western boundary of Parcel 5 of Town Ridge Heights; and,

WHEREAS, the party of the second part has requested, and the party of the first part has agreed, to formally recognize and grant and convey unto the party of the second part, her heirs, successors and assigns, the aforescribed right of way.

NOW, THEREFORE, THIS RIGHT OF WAY AGREEMENT, TO WIT:

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, receipt whereof being hereby acknowledged, the said party of the first part does, by these presents, grant and convey unto the said party of the second part, her heirs, successors, and assigns, a right of way 12' in width over and upon that certain existing roadway which has been used by the predecessors in title to the grantee herein for purposes solely of ingress and egress to and from County Route 5/10 to the boundary of the said Town Ridge Heights Subdivision described above, subject to the following conditions:

1. The right of way granted over the real estate of the party of the first part is 12' in width.
2. Grantee shall be permitted to upgrade the roadway, at her own expense, by the placement of groundhog shale for a solid base, with culverts installed as needed to ensure proper drainage, and with the location and number of culverts to be determined by agreement of the parties pursuant to the recommendations of a local reputable excavator whom the parties mutually choose.
3. The right of way is not to be paved.
4. The right of way is to be used for residential purposes only and not for commercial use, except that timber trucks, farming operation trucks, trucks carrying building equipment, moving trucks, and the like, may use said right of way when necessary.
5. The roadway crossing the property of the party of the first part shall be gated at both ends. The gate at the public end of the roadway shall be kept closed at all times; the gate at the entrance to Town Ridge Heights shall be kept closed unless there is a permanent resident living on one or more of the lots in Town Ridge Heights.

6. The grantee, her successors and assigns, shall be responsible for 100% of the expense of upkeep and maintenance of the gates and the roadway, including the culverts.
7. This right of way shall be limited by the usage of no more than three (3) different owners of the six (6) lots in Town Ridge Heights. This effectively limits the six (6) lots in Town Ridge Heights to be owned by no more than three (3) different people.
8. The said right of way may be used by the parties hereto, their successors and assigns.

This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. Any modification of this agreement shall be in writing and signed by all parties.

WITNESS the following signatures and seals:

 (SEAL)
ROY DAVID ROWZEE

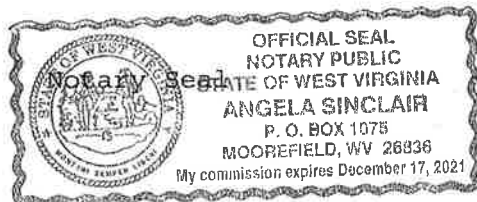
STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Angela Sinclair, a Notary Public within and for the county and state aforesaid, do hereby certify that **ROY DAVID ROWZEE**, whose names are signed to the foregoing instrument dated the 3rd day of April, 2015, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 20 day of April, 2015.


Notary Public



KEATON,
FRAZER,
& MILLESON,
P.L.L.C.
ATTORNEYS AT LAW
6 E. MAIN STREET
OMNEY, WV 26757

Laura Seiss (SEAL)
LAURA SEISS

STATE OF Virginia
COUNTY OF Fairfax, TO WIT:

I, Betsy E. Huezo Rivera, a Notary Public within and for the county and state aforesaid, do hereby certify that **LAURA SEISS**, whose names are signed to the foregoing instrument dated the 3rd day of April, 2015, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 9th day of April, 2015.

Notary Seal



Betsy E. Huezo Rivera
Notary Public

This instrument was prepared by W. Joseph Milleson, Jr., Attorney at Law, Romney, West Virginia.

Z:\Frankie\Rights of Way\Miller from Rowzee RW IE.vpd