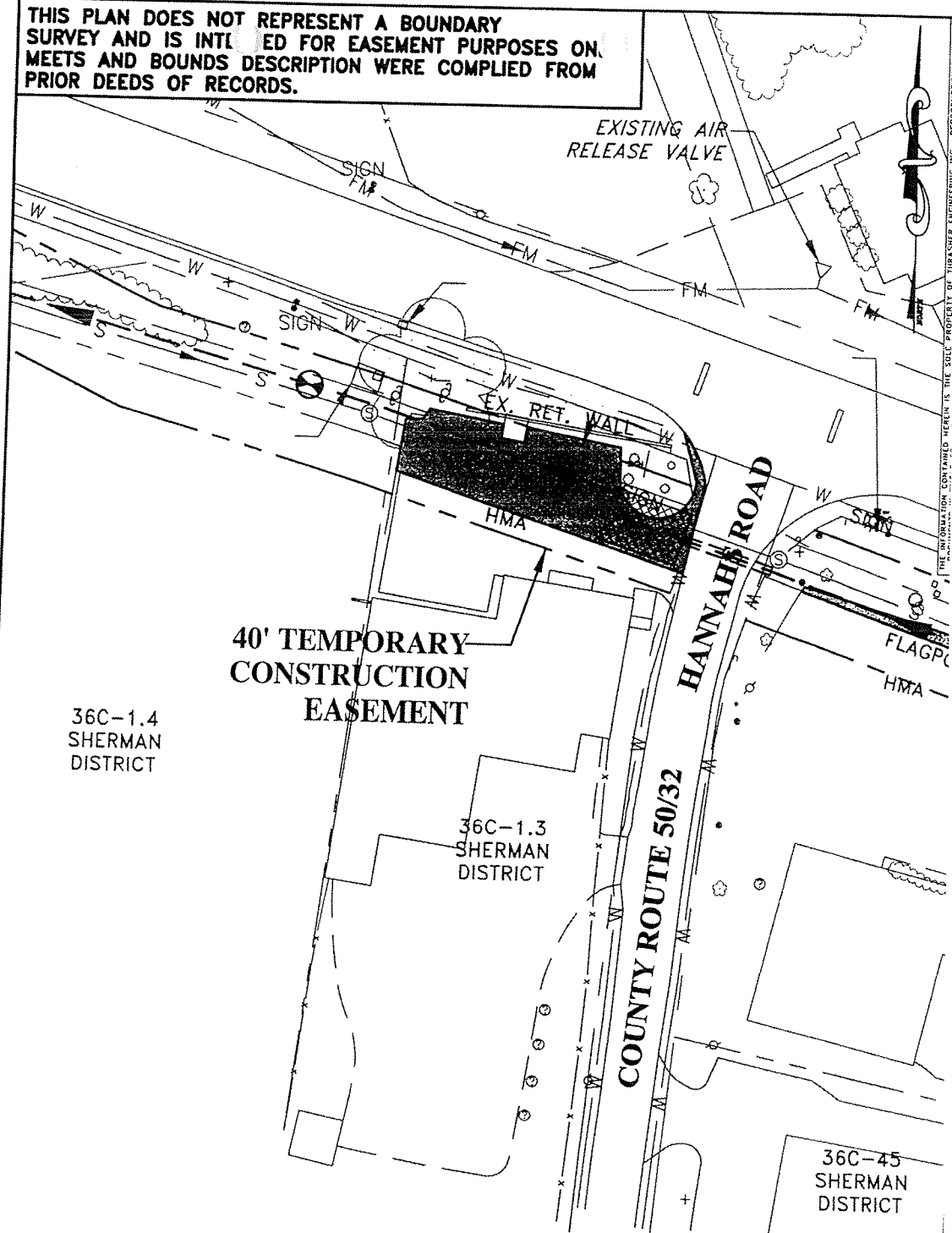


THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY AND IS INTENDED FOR EASEMENT PURPOSES ONLY. MEETS AND BOUNDS DESCRIPTION WERE COMPLIED FROM PRIOR DEEDS OF RECORDS.



REFERENCE WITH SHEET #7  
OF THE RIGHTS OF WAY PLANS

**EASEMENT MAP**

R:\Map\20-941\Sheet\Sheet-07.dwg  
PLOT DATE/TIME: 5/27/2009 9:17 AM  
LAYOUT: ROW  
USER: Tom Mason

THRASHER

CENTRAL HAMPSHIRE P.S.D.  
INTERCONNECTION SEWER PROJECT

DOUGLAS R. MALICK  
TAX MAP 300 DISTRICT

## RIGHT OF WAY EASEMENT

THIS AGREEMENT, made this 1<sup>st</sup> day of June, 2009 by and between Douglas R. Malick, as Grantor, whether singular or plural, and the CENTRAL HAMPSHIRE PUBLIC SERVICE DISTRICT, it, successors and assigns, as Grantee.

WITNESSETH: That for and in consideration of the sum of \$1.00, cash paid in hand, receipt whereof being hereby acknowledged and other good and valuable consideration deemed valid at law, the said Grantor does hereby grant, bargain, sell, transfer, convey and warrant specially to the Grantee, its successors and assigns:

A TWENTY (20') feet wide surface and subsurface PERMANENT easement, 10 feet, respectively, on either side of the constructed centerline, and a FORTY (40') feet wide TEMPORARY construction easement, 20 feet, respectively, on either side of the constructed centerline, together with the right to construct and use 5 feet x 20 feet boring pit(s) for construction purposes, the actual location and engineering details of which said permanent and temporary easements are shown on the drawings and plats prepared by Thrasher Engineering, Inc., of Clarksburg, WV, titled CENTRAL HAMPSHIRE PUBLIC SERVICE DISTRICT EASEMENT PLANS FOR THE SANITARY SEWER COLLECTION SYSTEM INTERCONNECTION WITH THE CITY OF ROMNEY, HAMPSHIRE COUNTY, WEST VIRGINIA, OCTOBER 2008, a copy of which said plats and plans shall be recorded prior to or contemporaneously with the recordation of this Agreement, and by reference is made a part hereof for a more particular description of the right of way and easement herein conveyed; and further a plat or map titled EASEMENT MAP as prepared by Thrasher Engineering of the easement herein conveyed is attached hereto and made a part hereof for all pertinent and proper reasons. The Easement herein conveyed shall be for the purposes of permitting the grantee herein, its successors and assigns, full right, power and authority, to construct, excavate, lay, operate, maintain, repair, replace or remove a sanitary sewer line across and through the lands of the Grantor herein as acquired by instrument of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book No. 475, at page 134, situate in Sherman District, containing .768 acres, more or less, and further being identified on the 2008 Hampshire County Land Books as Tax Map No. 36C, as Parcel 1.3, with the understanding that the right of way widths referred to herein shall be exclusive of any structure currently located on the property.

It is a further condition of this conveyance and part of the consideration hereof that after construction of said sanitary sewer line, the Grantee shall regrade the land (to the same general grade as existed prior to the construction), reseed where appropriate, and rebuild any fences, structures, driveways or other improvements made to the land prior to this agreement, which were disturbed during the construction of said sanitary sewer line.

Together with the right to the said Grantee to cut and remove any trees which may interfere with the construction of said sanitary sewer line (provided, however, that no trees will be cut or damaged unless such cutting or damaging is, in the opinion of the Grantee, absolutely necessary in order to properly construct, erect, operate and maintain any sanitary sewer line) and the right of ingress and egress to the sanitary sewer line over said above described easement at any and all times to construct, erect, install, lay, and thereafter use, operate, inspect, maintain, replace or remove said sanitary sewer line and all necessary appurtenances thereto with the understanding that the Grantee shall be responsible for regrading and reseeding any disturbed areas and repairing any of the above mentioned improvements made prior to this agreement which may again have to be disturbed as a result of this action.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, his successors and assigns, by reason of the installation, operation and maintenance of the structures of improvements referred to herein. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will

result from its use to the adjacent land of the Grantor, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

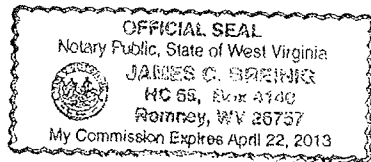
SPECIAL PROVISIONS: The grantee agrees that in the area where the blacktop of grantor is disturbed and dug up, that the blacktop will be "saw-cut" and replaced, not patched, to provide as little permanent damage as possible. The grantees property shall be restored in a manner satisfactory to grantee to the greatest extent possible to the condition it is in at the time of the construction.

IN WITNESS WHEREOF, the said Grantor has hereto set his/her hand the day and year first above written.

  
Douglas R. Malick

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

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of June, 2009, by Douglas R. Malick.



  
Notary Public

This instrument was prepared by:  
H. Charles Carl, III  
Carl, Keaton & Frazer, PLLC,  
Attorneys at Law  
56 East Main Street  
Romney, WV 26757  
Without benefit of title examination.

HCC.CHPSDsew.eas.Malick.Douglas.2009