mailed: Kevin T. Shea 3-13-6, 9556 Thanker Row Cocumbia, MD

434 67319

THIS DEED, Made and entered into this 19th day of June, 2000, by and between KENNETH W. KLOCK, Grantor and party of the first part, and KEVIN SHEA, Grantee and party of the second part.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged, the said Grantor does, by these presents, GRANT and CONVEY with COVENANT OF GENERAL WARRANTY, COVENANT OF SEISIN and COVENANTS AGAINST ENCUMBRANCES unto the said Grantee all that certain tract of parcel of real estate designated as Lot No. Eight-B (8-B) of Taylor's Acres, Mill Creek District, Hampshire County, West Virginia, and containing 8.864 acres, more or less, as shown and designated on a plat of the said Taylor's Acres, which plat is dated August 14, 1975, and which is recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Map Book No. 2, at Page 141.

The real estate herein conveyed is subject to certain protective covenants, which protective covenants shall be deemed covenants running with the land and which are as follows:

1. The Grantee hereby agrees to make the real estate above described available to any person, firm or corporation for development of electric power, water, cospsion.

sewage and other utilities that will or may be used by most of the lot owners in the subdivision and a right of way twenty (20) feet in width at any point along the side, rear, or front lines of each lot in the subdivision is hereby reserved for this purpose.

- 2. It is expressly understood and agreed that all roads in the subdivision are forty (40) feet in width, with twenty (20) feet thereof being within the bounds of the lot herein conveyed and it is further understood and agreed that said roads are for the mutual benefit and use of all of the lot owners in said subdivision and that the maintenance of said roads shall be the sole responsibility of the owners of the lots that adjoin said roads. And it is further understood and agreed that all driveway culverts will be at least twenty (20) feet from the center of said road right of way.
- 3. It is further understood and agreed that no right of ways shall be permitted through any of the lots in said subdivision for the purpose of granting access to any adjoining real estate which is not a part of said subdivision.

For the consideration above stated, there is further granted and conveyed unto the Grantee herein, his heirs and assigns, the perpetual right to the use of all of the roadways which have been dedicated to public use and are shown on the aforementioned plat of record in Map Book No. 2, at Page 141, for the purpose of ingress and egress.

Subject to the matters noted herein and subject further to the lien of the 2000 real estate taxes, which taxes are not yet due or ascertainable, the payment of which shall be prorated between the parties hereto on a calendar-year basis as of the date of delivery of this deed, the payment of which is assumed by the party of the second part, the parties of the first part covenant that they will WARRANT GENERALLY the title to the real estate herein conveyed, and that the same is free and clear from all liens and encumbrances.

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