

mailed: Richard Randall
3514 Quebec St., NW
Washington, DC 20016

9-17-01

BOOK 408 PAGE 605

**AGREEMENT CONCERNING RIGHT OF WAY ON PROPERTY OF
RICHARD R. RANDALL AND PATRICIA S. RANDALL,
HAMPSHIRE COUNTY, WEST VIRGINIA***

Introduction. This agreement concerns the use by Mr. and Mrs. Tommy L. Carey (hereafter referred to as Carey or Careys) of 98C HC 60, Points, West Virginia, 25437, of roads that cross property in Hampshire County, Gore District, West Virginia owned by Dr. and Mrs. Richard R. Randall (hereafter referred to as Randall or Randalls) of 3514 Quebec Street, N. W., Washington, D. C. 20016. The deed to the Randall property is registered in the Hampshire County Clerk's office in Deed Book No. 161, page 384. The Carey's use of the roads is to afford them access to property they own that is contiguous to the Randall's property, which access otherwise would be handicapped by difficult terrain conditions in the area. The Carey's property is registered in the Hampshire County Clerk's office in Deed Book No. 327, page 742. The attached map shows property lines of the Randalls and the Careys, as well as an electric right of way maintained by the Potomac Edison Company and affiliated companies but legally a part of the Randall property where it crosses said property. A plat produced by the Potomac Edison Company dated 6 March 1969 depicts the electric right of way and relevant property lines of property owners as of that date. It is registered in the files of the Hampshire County Clerk's office. The attached map is part of said plat and is modified to show three unpaved roads identified as no. 1, no. 2, and no. 3 and to identify property of the Randalls, the Careys, and Kenneth Baldwin (whose property is contiguous to that of the Randalls and the Careys, as indicated). Road no. 1 is a road on the Randall property connecting their part-time residence with a road identified as road no. 3. Road no. 2 is an extension of road no. 1 that crosses the said electric right of way to the edge of the Carey property. It is approximately 200 yards long. Road no. 3 is on property owned by Kenneth Baldwin. That road connects with another unpaved road that from the point of intersection extends southwest about .5 of a mile to a paved road that runs parallel to Graybill Hollow Creek and connects the settlements of Points and Slanesville.

Background. With the ownership of their property in 1991, the Careys asked the Randalls for permission to use road no. 1 with an extension as road no. 2 to gain access to their property and

*Prepared by Richard R. Randall, 3514 Quebec St., N.W., Washington, D.C. 20016

part-time residence. It is the intention of the Careys to construct a permanent residence on their property. Noting the practicality of using road no. 1, with an extension as road no. 2, to gain access to the Carey property, the Randalls granted the Careys the right to use road no. 1 and to construct and use road no. 2 for the intended purpose, pending a jointly approved statement of usage. The purpose of such a statement is to assure the Randalls that the nature and the value of their property will not be adversely affected by traffic that may result from present or future ownership of the Carey property. The terms of usage are below.

Terms of Usage. By granting such permission as cited above, the Randalls also require the Careys to abide by the following terms of usage and maintenance of roads no. 1 and 2 and to enforce such usage as is feasible. The agreement also requires the Careys to maintain road no. 3 as essential access to road no. 1.

1. Usage of right of way. The usage of roads no. 1 and 2 shall be limited to such traffic as required by the Careys and by relatives and friends having reason to visit the Careys. Persons visiting the Carey property for specified maintenance purposes (for example, reading the electric meter) may also use the roads.
2. Access to Randall property. The Careys may enter the Randall property (i.e., traverse the Randall property from the cited roads) as desired or as requested by the Randalls for periodic property inspection and/or maintenance. Other parties have no right to traverse the Randall property for any reason, with the following exception: relatives or friends of the Careys may enter the property during specified hunting seasons with the specific permission of the Careys or the Randalls. Such usage will require due respect for buildings, roads, vegetation, and other physical or natural attributes of the Randall property. No hunting is permitted, however, at such times the Randalls are on their property on which occasions the Randalls will notify the Careys and when actually present, the Randalls will post an appropriate sign on the gate noted in item 4 below.
3. Maintenance of roads. The Careys agree to keep roads no. 1 and 3 in a status of good repair to assure easy and safe transit. This requires actions to maintain a smooth and stable surface for the normal road width (8 feet) as well as other measures to prevent the formation of deep puddles or ruts and to permit drainage as required.

4. Maintenance of gate leading to Randall property. The Careys agree to place an appropriate gate (identified on attached map) across road no. 1 on the southwestern side of the electric right of way and to keep the gate locked when not occupying their property. The Randalls will have a key for the lock. If the Careys are at their own property, they will also keep the gate locked but the gate may be kept unlocked to accommodate expected visitors. No other parties shall have a key, except for persons needing access to the Randall's or Carey's property to read gas and/or electric meters or to carry out property maintenance as assigned by the Randalls or the Careys.
5. Limits on usage of right of way. While the Careys have usage of the right of way as described, should they or their heirs sell or grant their property to others, either in part or in whole, the Randalls or their heirs will maintain ownership of roads no. 1 and 2. The Randalls or their heirs will also continue to have normal usage of road no. 3 and the road leading to the paved road parallel to Graybill Hollow Creek (noted in the section above entitled Introduction). The usage of such roads remains part of the historical right-of-way usage the Randalls obtained when they purchased their property in 1964. Should the Careys or their heirs sell or grant their property in whole or in segments, a condition of the exchange will be that the new owner or owners shall not automatically acquire usage of roads no. 1 or 2. Should the Careys keep a part of their present property, they shall have access to their property as described above. New owners (individually or collectively) of all or part of the Carey's current property will have to discuss the usage of roads with the Randalls or their heirs who will have the full right to deny such usage or to develop a new right-of-way agreement on a case-by-case basis. This requirement will also apply to any parties who subsequently acquire all or any part of the property now owned by the Careys but later sold or assigned to such parties.
6. Duration of agreement. This agreement is valid from the date of the latest signature (if the signature dates differ) until such time as either the Careys or the Randalls, or their immediate heirs, relinquish ownership of the designated properties. With any partial or total transfer of property ownership, provisions noted in Paragraph 5 above will apply.
7. Registration at the Hampshire County Clerk's office and attachment to deeds of estate. The original document concerning the cited right of way will be submitted to the Hampshire County Clerk's office, and a copy of the agreement will be attached as items of record to the such property deeds of the Randalls and of the Careys that pertain to the cited right of way. Further,

the attached map will be dated to reflect the date of registration by the Hampshire County Clerk's office.

Agreement. With their signatures, and with the signature(s) of one or more Notary Publics witnessing each signature, the Randalls and the Careys acknowledge the validity and application of the statement of agreement as of the indicated dates.

Richard R. Randall *Richard R. Randall* Date Apr. 24, 2001

Patricia S. Randall *Patricia S. Randall* Date April 24, 2001

Address 3514 Quebec St., N.W., Wash., D.C. 20016

Notary Public

Debra L. Lister

Washington, District of Columbia

The foregoing instrument was subscribed and sworn before me this 24 day of April, 2001

by *Richard R. Randall & Patricia S. Randall*

Debra L. Lister Notary Public

My commission expires 1/1/03

Tommy L. Carey *Tommy L. Carey* Date 7-28-01

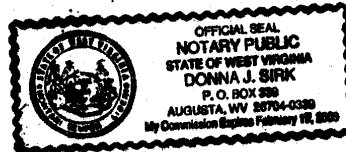
Norma R. Carey *Norma R. Carey* Date 7-28-01

Address 98C HC 60
Paints WV 25437

Notary Public

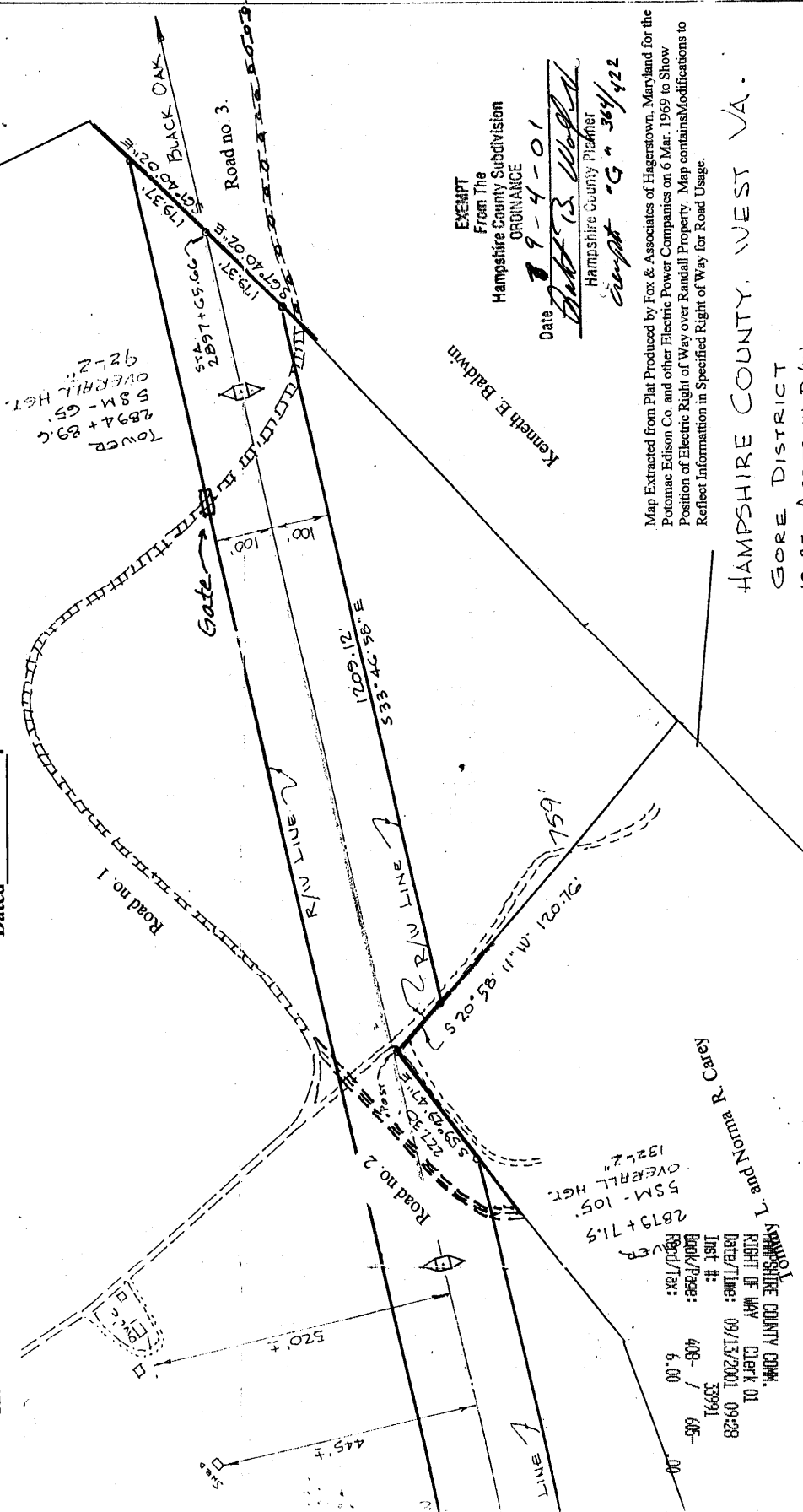
Donna J. Sirk

my commission expires 2-17-03



Map Showing Roads No. 1 and 2 Included in Right of Way
on Property of Richard R. Randall and Patricia S. Randall
Granted to Thomas L. Carey and Norma R. Carey. Also
Shown is Road No. 3 over Property of Kenneth E. Baldwin.
The Roads Are Identified in Right of Way Agreement
Dated _____

Richard R. Randall and Patricia S. Randall



EXEMPT
From The
Hampshire County Subdivision
ORDINANCE

Date 9-4-01
By [Signature]
Hampshire County Planner
Exempt "G" 304/422

Map Extracted from Plat Produced by Fox & Associates of Hagerstown, Maryland for the
Potomac Edison Co. and other Electric Power Companies on 6 Mar. 1969 to Show
Position of Electric Right of Way over Randall Property. Map contains Modifications to
Reflect Information in Specified Right of Way for Road Usage.

HAMPSHIRE COUNTY, WEST VA.
GORE DISTRICT
10.85 ACRES IN R/W

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

Be it remembered that on the 13th day of September, 2001, at 9:28 A.M.,
this Right of Way was presented in the Clerk's Office of the County Commission of said County
and with the certificate thereof annexed, admitted to record.

Attest: Sharon H. Link Clerk
County Commission, Hampshire County, W. VA. AEN