

Del'd & To
Bridgman
1/27/86

DEED OF EASEMENT AND RIGHT OF WAY

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THIS DEED made 16 day of JANUARY, 1986 by and between THE BOARD OF TRUSTEES OF HEDGESVILLE REBEKAH LODGE #65, INDEPENDENT ORDER OF ODD FELLOWS, as GRANTORS, and Berkeley County Public Service Sewer District, a public corporation and political subdivision of the State of West Virginia, as GRANTEE.

WHEREAS, the Grantee, Berkeley County Public Service Sewer District, was duly created by The County Commission of Berkeley County, for the public purpose of providing sewerage service conducive to the preservation of public health, comfort and convenience to its territory, on April 10 1979, by Order entered in Minute Book 25, page 235, pursuant to the provisions of 16-131-1 thru 16-131-25 of the West Virginia Code of 1931, as amended, and;

WHEREAS, the Grantee, Berkeley County Public Service Sewer District, in exercise of its powers for the acquisition of lands, rights or easements granted to it by 16-131-8 of the West Virginia Code of 1931, as amended, and pursuant to its rules and regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, enacted by the Ninety-First Congress of the United States of America, (42 States Code 4651-4655), and the Act Providing for Implementation of the Act of Congress entitled "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", Acts of the Legislature of West Virginia, Chapter 53, Regular Session 1972, (52-3-1 thru 54-3-5 of the West Virginia Code of 1931, as amended), and in furtherance of its public purpose, and;

WHEREAS the Grantee, Berkeley County Public Service Sewer District, in implementing the provisions and policies of such federal act, and further pursuant to a resolution of the public service board, at a meeting duly called and at which a quorum was present, does enter into this deed for the acquisition of real property from the Grantors, and by the payment of the consideration, as hereinafter set forth, and the acceptance of this deed, the Grantee warrants that the real property acquired by this deed is situate within its authorized territory.

WITNESSETH, that for and in consideration of the sum of 100 Dollars (\$ 100.00), cash in hand paid, the receipt of all of which is hereby acknowledged, the said GRANTORS, THE BOARD OF TRUSTEES OF HEDGESVILLE REBEKAH LODGE #65, INDEPENDENT ORDER OF ODD FELLOWS, do hereby grant and convey, with covenants of general warranty, unto the GRANTEE, Berkeley County Public Service Sewer District, those certain permanent and temporary rights of way and easements, as described and shown on a sketch plat attached hereto, over in, upon or along those certain parcels of lots, situate in the HEDGESVILLE TOWN District, Berkeley County, West Virginia, more particularly described as follows:

See Attached Exhibit

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AND BEING a portion of the same real estate conveyed to the
 GRANTORS by deed dated 14 JUNE 1979 from GRAND LODGE OF THE INDEPENDENT
ORDER OF ODD FELLOWS OF WEST VIRGINIA and on record in the
 Office of the Clerk of the County Commission of Berkeley County, West
 Virginia, in DEED Book 334, page 421

The said permanent right of way and easements as described and shown on the sketch plat attached hereto, herein conveyed shall be for the purpose of constructing, installing, operating, and maintaining, replacing, and enlarging sewer lines, extensions, and branch or tributary sewer lines including necessary fixtures, meters, manholes, and necessary pumps and structures, electric and telephone lines, in, over, through and under the above described real estate. Grantee, its successors and assigns, contractors, employees and agents shall have right of ingress at any time for the operation, repair, maintenance, replacement and enlargement of said sewer lines and appurtenances.

The said temporary right of way and easements, as described and shown on the sketch plat attached hereto, herein conveyed shall be for the use by the Grantees, its successors, and assigns, contractors, employees and agents for all necessary purposes in the initial construction and installation of public sewer lines, including extensions, branches, and all necessary fixtures. It is agreed by the parties hereto that said temporary construction easement shall cease and terminate and all right to said easement shall revert to Grantors upon notice of completion of construction.

TOGETHER WITH a surface water drainage easement over the remaining lands of the Grantors for drainage of collected surface waters during and arising out of the construction, repair and maintenance of the said sewer lines and appurtenances. SUBJECT TO the obligation of the Grantee, its successors and assigns, contractors, employees and agents to remove any soil or other matter deposited upon said lands by erosion as a result of such water drainage.

It is an express condition of the granting of this easement that the surface or subsurface of the soil as may be disturbed in the construction, operation, use, maintenance and repair (including reconstruction) of such sanitary sewer will, at the expense of the Grantee, be replaced in a condition as good or better than the condition immediately before construction. Grantee agrees that it will replace all fences and that tree removal and tree damage will be kept to a minimum.

THE GRANTORS reserve the right to use the surface of the land herein conveyed, subject to the aforesaid easements and rights of way, provided that the Grantor shall not erect or construct a temporary or permanent structure in the permanent easement area. The Grantors shall not change the grade, reduce the ground cover to less than five feet, or interfere with sewer lines or attachments of sewer lines. If the Grantor attaches any improvements or vegetation to the surface of the lands subject to the aforesaid permanent easement and right of way, the Grantee, its successors and assigns, contractors, employees and agents, shall not be liable for its destruction or replacement which arises out of the repair, maintenance, replacement and enlargement of said sewer lines and appurtenances.

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AND FURTHER SUBJECT TO the limitation of the right of the Grantors to make any claim for damages as a result of the exercise of the construction, repair and maintenance easement granted above or the surface water drainage easement granted above, by the Grantee, its contractors, employees and agents, unless Grantors file a verified claim for damages with the public service board of Berkeley County Public Service Sewer District, its successors and assigns; within ninety (90) days from the date restoration has been completed.

Grantors acknowledge that they have received a copy of the appraisal, that part of the compensation they are receiving is in the nature of increasing the value of their property, that they are satisfied with the price and have received said compensation.

DECLARATION OF CONSIDERATION OR VALUE

We hereby declare that the total consideration paid for the property conveyed by the document to which this declaration is appended is \$ 1.00. This transfer is exempt from the excise tax on the privilege of transferring real property imposed under Section 11-22-2 of the West Virginia Code of 1931, as amended, for the reason that it is a transfer to a political subdivision of the State of West Virginia, and is not a document as defined in Section 11-22-1 of the West Virginia Code of 1931, as amended, and is valid for evidentiary and other purpose without documentary tax stamps being affixed.

WITNESS the following signatures:

Frances W. Ludwig, trustee

Frances W. Ludwig, trustee

STATE OF WEST VIRGINIA, COUNTY OF BERKELEY, to-wit:

I, BRAD B. HANSEN, a notary public of and for the County and State aforesaid, do hereby certify that FRANCES V. LUDWIG & FRANCES V. LUDWIG, husband and wife, whose names are signed to the foregoing writing bearing date 16 JAN. 1986, have this day acknowledged the same before me, in my said County.

Given under my hand this 16 day of JANUARY, 1986.

Brad B. Hansen
Notary Public

My Commission Expires:

26 January, 1994

3013
50F5

Manhole No. E-1-9

Berkeley County Public Service Sewer District
a Public Corporation of the State of West Virginia

OWNER: THE BOARD OF TRUSTEES OF HEDGESVILLE REBEKAH
LODGE #65 INDEPENDENT ORDER OF ODD FELLOWS

PROJECT: OPERATION - HEDGESVILLE

Deed Book: 334 Page: 421 Magisterial District: HEDGESVILLE TOWN

Assessors Map: HT2 Parcel No. 5

Date Signed: _____ Scale: 1" = 100'

Reviewed and Certified By

Francis Silver
Registered Land Surveyor No. 206
State of West Virginia

Francis Silver

The following description is for a TEMPORARY sewer easement;

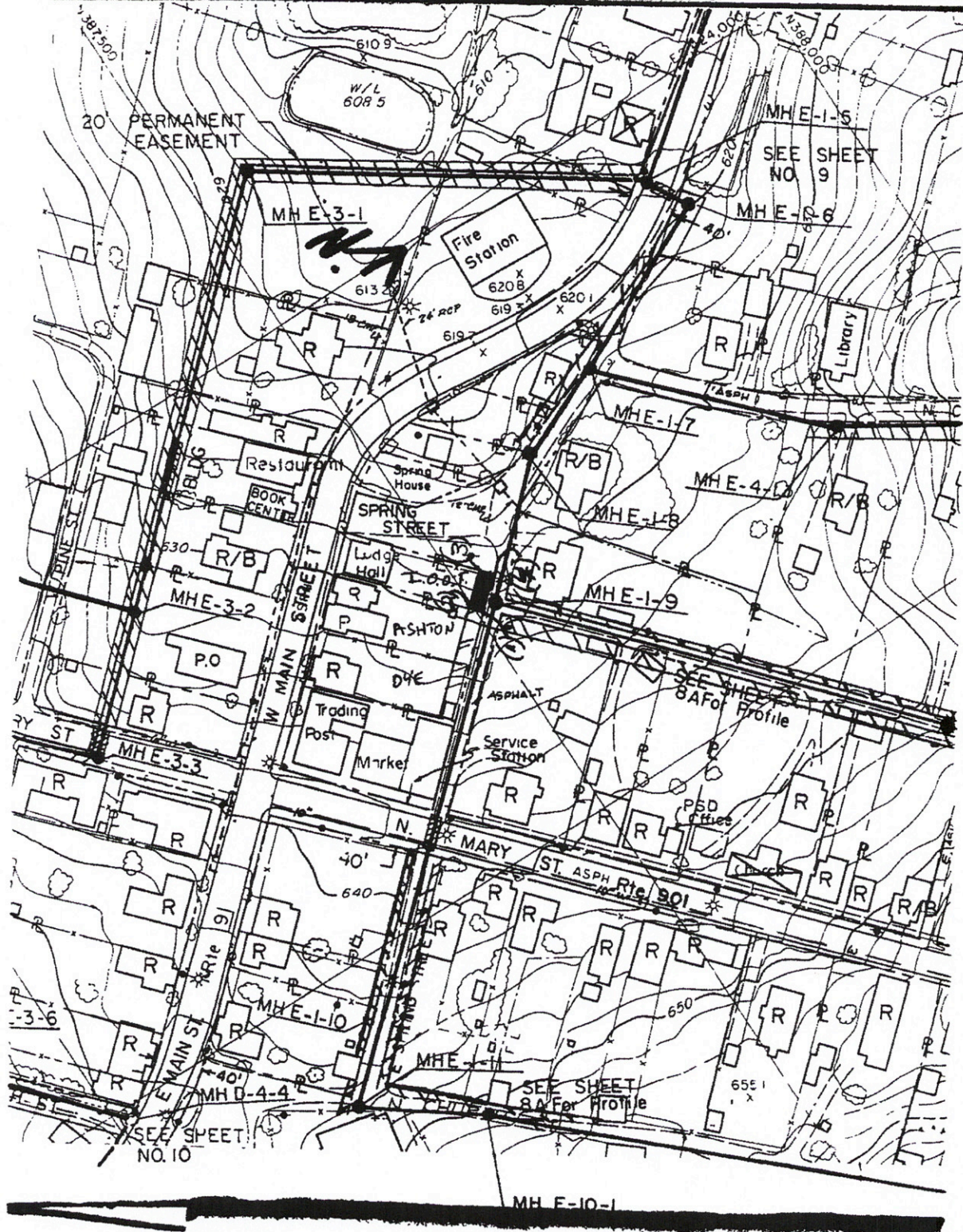
Beginning at 1), located in the EAST corner of property belonging to I.O.O.F. and the S.W. R/W OF A PUBLIC R/W; thence, running in a SOUTHWESTERLY direction with the N.W. PROPERTY LINE OF ASHTON 10 ft. to 2); thence, running in a NORTHWESTERLY direction parallel to S.W. R/W OF A PUBLIC R/W 35 ft. to 3); thence, running in a NORTHEASTERLY direction with the S.E. R/W OF SPRING STREET 10 ft. to 4); thence, running in a SOUTHEASTERLY direction with the S.W. R/W OF A PUBLIC R/W 35 ft. to 1); being the point of beginning.

DAVID SHANLEY, INC. TIERCE W. VA. 870833 AC 87021-A

In addition, NO manhole(s) shall be permitted to be constructed and maintained on Grantor's land, as shown on a plat attached hereto and made a part of this description.

Reference is hereby made to Contract No. HV-1. A more detailed set of plans is filed at the Offices of the Berkeley County Public Service Sewer District, a Public Corporation of the State of West Virginia.

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STATE OF WEST VIRGINIA, COUNTY OF BERKELEY, SS:
 On Jan. 17, 1986 the foregoing Document was produced in this
 office and duly admitted to record at 12:45 P. M.
 Teste: John W. Small, Jr. Clerk of said Court