

**RIGHT OF WAY, PERMANENT AND TEMPORARY EASEMENT****KNOW ALL MEN BY THESE PRESENTS**

That in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged the said Randall E. Jubb hereafter referred to as GRANTOR(S), hereby conveys unto the Town of Capon Bridge, a public corporation, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR(S) do hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successor and assigns, a temporary and permanent easement with the right to erect, construct, install and lay, a Sanitary Sewer service line with all appurtenances, and including but not limited to, reducers, gate valves, or other line service related equipment as shown upon construction drawings (Proposed Sanitary Sewer Improvements and upgrades) prepared by The Thrasher Group Inc. and stored in the GRANTEE'S offices, over, across and through the land of the GRANTOR(S) situate in or around The Town of Capon Bridge, Hampshire County, State of West Virginia, said land being described as follows:

Deed BOOK(S) 547 PAGE(S) 473 respectively.  
Tax Map 35 Parcel 114  
Rt. 6, Smokey Hollow road

Deed BOOK(S) 547 PAGE(S) 473 respectively.  
Tax Map 34 Parcel 84  
Rt. 6, Smokey Hollow Road

Deed BOOK(S) 547 PAGE(S) 473 respectively.  
Tax Map 35 Parcel 114  
Rt. 6, Smokey Hollow Road

See Attached Easement Exhibit Sheet # \_\_\_\_ provided by Thrasher

Together with the right of ingress and egress over the adjacent lands of the GRANTOR(S), their successors and assigns, for the purposes of the easement.

There is an existing roadway easement and the city is seeking a utility easement to overlap the roadway easement allowing the city to install, repair and maintain utilities within the confines of the roadway easement. The utility right of way has been moved over to be within the existing roadway easement.

The permanent easement shall be 20' - 0" total 10' 0" from center, after it has been constructed (from the center of both sides of the pipeline), with a temporary construction easement of 30' - 0" total 15' - 0" from center of both sides of the pipeline. The GRANTOR(S) further grant and convey unto the GRANTEE its successors or assigns, the right of ingress, egress and regress to and from said Easement for all proper purposes and at all reasonable times.

The Grantee agrees that for and in consideration of the granting of this easement by the GRANTOR(S) and the GRANTEE shall: (1) Return and restore the real estate of the GRANTOR(S) to as near as practicable and in as good condition as it was before the work was started including the placement of shale for use as driveway stone upon the right of way of the Grantor. (2) continue to provide sewer service to the GRANTOR(S) during the construction. The parties of the first part agree not to erect any structure or place any object over the right-of-way hereby conveyed, which would interfere with the use and occupancy of said right-of-way. The parties of the first part further covenant and agree not to change the contour or grade of the surface of the land upon which the above-described right-of-way is located without first obtaining written permission to do so from the party of the second part, its successors or assigns.

The consideration herein above recited shall constitute payment in full for any normal construction damages to the land (including trees, shrubs, gardens, or other plant life) of the GRANTOR(S), his successors and assigns, by reason of the installation, operation and maintenance of the pipeline structures, or improvements referred to herein.

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.

GRANTOR(S) agrees to execute any further written instruments deemed necessary to convenient by GRANTEE, Grantee's, successors or assigns to carry out the purposes of this instrument, including but not limited to and instrument that more completely or accurately describes the interests in the real state described herein including any correction of description. This Right of Way Agreement also covers and includes all real estate, if any, contiguous, adjacent to, or adjoining the lands, owned or claimed by GRANTOR(S) by limitation, prescription, possession, reversion, under an un recorded instrument or on which GRANTOR(S) has a preference with of acquire or purchase over which the Right of Way is needed and shown on the recorded plans for the Town of Capon Bridge sewer project which may accrue under the terms of said Right of Way insofar as it covers the above described real state from and after the date hereof.

GRANTOR(S) does hereby irrevocably appoint GRANTEE as GRANTOR'S Agent and Attorney-In-Fact for the limited purpose only of correction of description or any other instruments deemed necessary to convenient by GRANTEE for this conveyance of this Right of Way so that GRANTEE may act in GRANTOR'S place and stead for this limited purpose only.

GRANTOR(S) represents that GRANTOR(S) has/have read this entire instrument or has had it read to GRANTOR(S) and understand and agrees to all of its terms and provisions and GRANTOR(S) intends to enter into this transaction for the purposes and consideration expressed in this instrument.

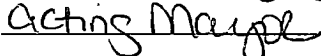
TO HAVE AND TO HOLD the above described Right Of Way to said GRANTEE herein, that he/she/they, its, successors and assigns, have the benefit of the doctrine after acquired title from THE PARTY OF THE FIRST PART.

IN WITNESS WHEREOF, the GRANTOR(S) has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

  
RANDALL E. JUBB

TOWN OF CAPON BRIDGE

BY:  

ITS: 

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

The foregoing instrument was acknowledged before me on this 12  
day of June 2020 by Randall E. Jubb

My Commission Expires: 9/9/2021

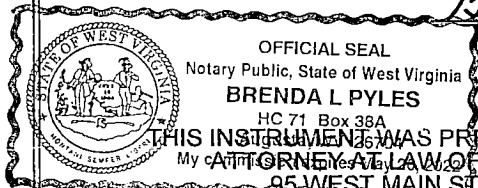
  
NOTARY

ROYCE B. SAVILLE, PLLC  
ATTORNEY AT LAW  
95 WEST MAIN ST.  
P.O. BOX 2000  
ROMNEY, W.VA. 26757

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

The foregoing instrument was acknowledged before me on this 3  
day of July 2020 Town of Capon Bridge by *Laura Turner*  
*Acting Mayor*

My Commission Expires: *May 20, 2022*

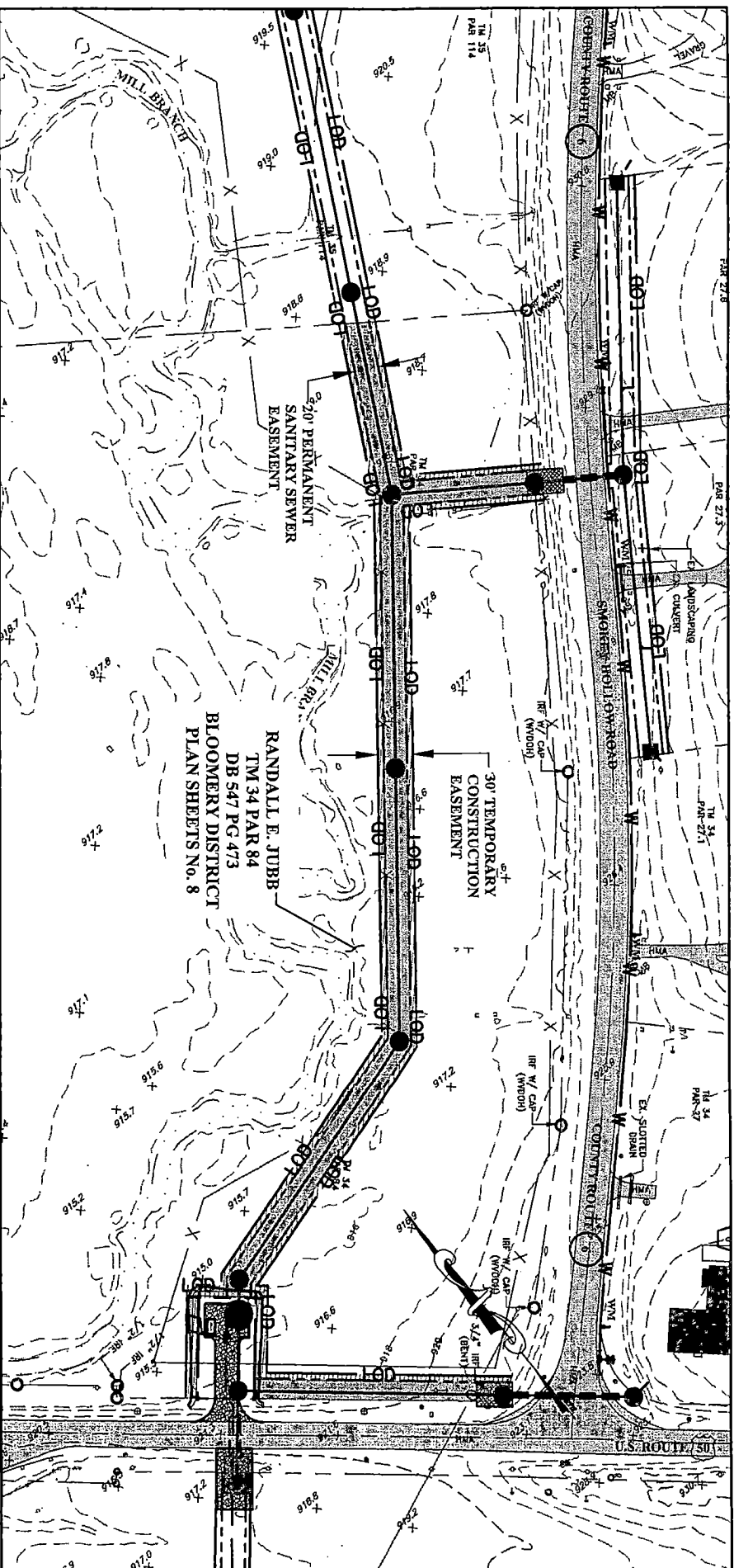


*Brenda L. Pyles*  
NOTARY

THIS INSTRUMENT WAS PREPARED BY: ROYCE B. SAVILLE  
ATTORNEY AT LAW OF ROYCE B. SAVILLE, PLLC  
95 WEST MAIN STREET, P.O. BOX 2000  
ROMNEY, WEST VIRGINIA 26757

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ROMNEY, W.VA. 26757





THP A/S HEB

**THE THRASHER GROUP**  
600 WHITE OAKS BLVD.  
BRIDGEPORT, WY 26330  
PHONE 304-624-4108

JOB. No.  
020-1493

EASEMENT EXHIBIT SHEET #6  
for  
TOWN OF CAPON BRIDGE, CONTRACT #22

SHOWING  
PROPOSED SANITARY SEWER SYSTEM EASEMENT  
on the lands of  
RANDALL E. JUBB

PERMANENT SANITARY SEWER EASEMENT  
=22,759 SQ. FT.±  
TEMPORARY CONSTRUCTION EASEMENT  
=12,429 SQ. FT.±

TEMPORARY CONSTRUCTION EASEMENT  
=12,429 SQ. FT.±



CAD FILE: R:\020-1493-GENERAL SERVICES-CAPON BRIDGE-\Drawing\Aerial\Easement Exhibits\Exhibit #6 TM 34 PAR 84.dwg

PLOT DATE/TIME: 3/25/2020 - 2:34pm

LAYOUT: 1

USER: asavre

Hampshire County  
Eric W. Strite, Clerk  
Instrument 202091  
07/07/2020 @ 08:25:41 AM  
RIGHT OF WAY  
Book 566 @ Page 766  
Pages Recorded 6

