CITY OF CHARLES TOWN
BUILDING COMMISSION
AGENDA • MAY 22, 2024

Commission/Board Meeting **CITY HALL** **3:00 PM**

101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

2. APPROVAL OF MINUTES

3. UNFINISHED BUSINESS

: **2024-515:** Evitts Run Conservancy Deed of Easement and Right of Way
Parcel 037- Evitts Run Conservancy Inc. PE & TCE Deed 042424.pdf
Parcel 037- Evitts Run Conservancy Inc. Payment Form Final 011624.pdf
Parcel 041- Evitts Run Conservancy PE&TCE Deed 042424.pdf
Parcel 041- Evitts Run Conservancy Inc. Payment Form Final 011624.pdf

4. NEW BUSINESS

: **2024-516:** Financial Summary Review

5. ADJOURNMENT

6. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at:

https://www.charlestownwv.us/government/agendas-and-minutes/

Building Commission
101 East Washington Street
Charles Town, WV 25414

SCHEDULED

Meeting: 05/22/24
Department: Building Commission
Category: Report
Initiator:

AGENDA ITEM (ID #)

2024-515: Evitts Run Conservancy Deed of Easement and Right of Way

ATTACHMENTS:

- Parcel 037- Evitts Run Conservancy Inc. PE & TCE Deed 042424.pdf
- Parcel 037- Evitts Run Conservancy Inc. Payment Form Final 011624.pdf
- Parcel 041- Evitts Run Conservancy PE&TCE Deed 042424.pdf
- Parcel 041- Evitts Run Conservancy Inc. Payment Form Final 011624.pdf

DEED OF EASEMENT AND RIGHT OF WAY

This Deed of Easement and Right of Way, made this _____day of _____, 2024, by and between the **Evitts Run Conservancy, Inc.,** a West Virginia not-for-profit corporation, hereinafter called Grantor, and **The City of Charles Town,** a municipal corporation acting by and through **Charles Town Utility Board,** hereinafter called Grantee.

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns, with covenants of General Warranty, **perpetual and temporary rights of way and easements** for the purpose of constructing, installing, laying, maintaining, operating, repairing, replacing, rehabilitating, lining, and removing a sewer line or lines together with all necessary appliances appurtenant thereto over, upon and through tracts or parcels of real estate situate, lying and being in Charles Town Corporation, Jefferson County, West Virginia. Said rights of way and easements are more particularly described as follows:

Perpetual Easement and Right of Way (0.064 acres)

COMMENCING from a 5/8" rebar found in the limits of Augustine Avenue, common corner to Ghuman Properties, LLC, and tract of which this is part; thence, with limits of Augustine Avenue and boundary of tract of which this is part, S. 25° 05' 38" W. 125.48' to a point, being the POINT OF BEGINNING; thence, by new easement line through tract of which this is part, N. 65° 27' 08" W. 15.53' to a point; thence, N. 29° 47' 57" W, 136.78' to a point, in the boundary of said Ghuman Properties; thence, with Ghuman Properties, S. 85° 08' 18" E. 24.32' to a point; thence, by new easement line through tract of which this is part, S. 29° 47' 57" E. 116.52' to a point; thence, S. 65° 27' 08" E. 9.28' to a point, in the limits of Augustine Avenue; thence, with Augustine Avenue, S. 25° 05' 38" W. 20.00' to the BEGINNING, containing 0.064 acres, more or less, as shown as Permanent Utility Easement #1 on Plat of Easements for the Charles Town Utility Board, dated May 07, 2023, and revised November 1, 2023, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1855, attached hereto and made a part hereof.

Perpetual Easement and Right of Way (0.303 acres)

COMMENCING from a 5/8" rebar found, marked "Shepp" common corner to G & H Investments, LLC, Deed Book 1208, Page 243, and Procopio, Deed Book 1076, Page 567, and in the boundary of Rogers, Deed Book 925, Page 74; thence, crossing Rogers, S. 63° 28' 12" W. 37.41' to a point, in the boundary of said Rogers, and tract of which this is

part; thence, with boundary of Rogers and tract of which this is part, S. 69° 48' 06" W. 5.88' to a point, in the boundary of said Rogers, and tract of which this is part, being the POINT OF BEGINNING; thence, by new easement line through tract of which this is part, S. 11° 31' 26" W. 27.87' to a point; thence, S. 10° 34' 44" W. 182.25' to a point; thence, S. 04° 12' 40" W. 192.49' to a point; thence, S. 32° 31' 46" E. 226.31' to a point; thence, S. 29° 47' 57" E. 23.02' to a point, in the boundary of Ghuman Properties; thence, with Ghuman Properties, S. 24° 51' 42" W. 24.52' to a point; thence, by new easement line through tract of which this is part, N. 29° 47' 57" W. 36.73' to a point; thence, N. 32° 31' 46" W. 232.48' to a point; thence, N. 04° 12' 40" E. 200.25' to a point; thence, N. 10° 34' 44" E. 183.53' to a point; thence, N. 11° 31' 26" E. 15.67' to a point, in boundary of 2nd tract of Evitts Run Conservancy, Inc., Deed Book 1143, Page 123, and boundary of tract of which this is part; thence, with Evitts Run Conservancy, Inc., and boundary of tract of which this is part, N. 69° 48' 06" E. 10.86' to a point, corner to said Rogers; thence, with boundary of Rogers and boundary of tract of which this is part, N. 69° 48' 06" E. 12.65' to the BEGINNING, containing 0.303 acres, more or less, as shown as Permanent Utility Easement #3 on Plat of Easements for the Charles Town Utility Board, dated May 07, 2023, and revised November 1, 2023, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz PLS 1850, attached hereto and made a part hereof.

Temporary Easement and Right of Way (0.053 acres)

COMMENCING from a 5/8" rebar found in the limits of Augustine Avenue, common corner to Ghuman Properties, LLC, and tract of which this is part; thence, with limits of Augustine Avenue and boundary of tract of which this is part, S. 25° 05' 38" W. 151.68' to a point, being the POINT OF BEGINNING; thence, by new easement line through tract of which this is part, N. 30° 29' 39" W. 174.50' to a point, in the boundary of said Ghuman Properties; thence, with Ghuman Properties, S. 85° 08' 18" E. 17.63' to a point; thence, by new easement line through tract of which this is part, S. 29° 47' 57" E. 136.78' to a point; thence, S. 65° 27' 08" E. 15.53' to a point, in the limits of Augustine Avenue; thence, with Augustine Avenue, S. 25° 05' 38" W. 26.20' to the BEGINNING, containing 0.053 acres, more or less, as shown as Temporary Construction Easement #1 on Plat of Easements for the Charles Town Utility Board, dated May 7, 2023, and revised November 01, 2023, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1850, attached hereto and made a part hereof.

Temporary Easement and Right of Way (0.014 acres)

COMMENCING from a 5/8" rebar found in the limits of Augustine Avenue, common corner to Ghuman Properties, LLC, and tract of which this is part; thence, with limits of Augustine Avenue and boundary of tract of which this is part, S. 25° 05' 38" W. 105.48' to a point, being the POINT OF BEGINNING; thence, by new easement line through tract of which this is part, N. 65° 27' 08" W. 9.28' to a point; thence, N. 29° 47' 57" W. 116.52' to a point, in the boundary of said Ghuman Properties; thence, with Ghuman Properties, S. 85° 08' 18" E. 6.08' to a point; thence, by new easement line through tract of which this is part, S. 29° 47' 57" E. 111.46' to a point; thence, S.

65° 27' 08" E. 7.72' to a point, in the limits of Augustine Avenue; thence, with Augustine Avenue, S. 25° 05' 38" W. 5.00' to the BEGINNING, containing 0.014 acres, more or less, as shown as Temporary Construction Easement #2 on Plat of Easements for the Charles Town Utility Board, dated May 07, 2023, and revised November 1, 2023, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1850, attached hereto and made a part hereof.

Temporary Easement and Right of Way (0.281 acres)

COMMENCING from a 5/8" rebar found, marked "Shepp" common corner to G & H Investments, LLC, Deed Book 1208, Page 243, and Procopio, Deed Book 1076, Page 567, and in the boundary of Rogers, Deed Book 925, Page 74; thence, crossing Rogers, S. 63° 28' 12" W. 37.41' to a point, in the boundary of said Rogers, and tract of which this is part; thence, with boundary of Rogers, 2nd tract of Evitts Run Conservancy, Inc., Deed Book 1143, Page 123, and tract of which this is part, S. 69° 48' 06" W. 29.39' to a point, in the boundary of said 2nd tract of Evitts Run Conservancy, Inc., and tract of which this is part, being the POINT OF BEGINNING; thence, by new easement line through tract of which this is part, S. 11° 31' 26" W. 15.67' to a point; thence, S. 10° 34' 44" W. 183.53' to a point; thence, S. 04° 12 '40" W. 200.25' to a point; thence, S. 32° 31' 46" E. 232.48' to a point; thence, S. 29° 47' 57" E. 36.73' to a point, in the boundary of Ghuman Properties; thence, with Ghuman Properties, S. 24° 51' 42" W. 26.56' to a point; thence, by new easement line through tract of which this is part, S. 87° 31' 40" W. 9.51' to a point; thence, N. 30° 29' 39" W. 44.06' to a point; thence, N. 34° 53' 15" E. 16.33' to a point; thence, N. 33° 00' 21" W. 238.10' to a point; thence, N. 04° 44' 48" E. 195.99' to a point; thence, N. 11° 26' 09" E. 199.62' to a point, in boundary of said 2nd tract of Evitts Run Conservancy, Inc.; thence, with 2nd tract of Evitts Run Conservancy, Inc., and boundary of tract of which this is part, N. 69° 48' 06" E. 16.89' to the BEGINNING, containing 0.281 acres, more or less, as shown as Temporary Construction Easement #5 on Plat of Easements for the Charles Town Utility Board, dated May 7, 2023, and revised November 01, 2023, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1850, attached hereto and made a part hereof.

Temporary Easement and Right of Way (0.075 acres)

COMMENCING from a 5/8" rebar found, marked "Shepp" common corner to G & H Investments, LLC, Deed Book 1208, Page 243, and Procopio, Deed Book 1076, Page 567, and in the boundary of Rogers, Deed Book 925, Page 74; thence, crossing Rogers, S. 63° 28' 12" W. 37.41' to a point, in the boundary of said Rogers, and tract of which this is part; being the POINT OF BEGINNING; thence, by new easement line through tract of which this is part, S. 11° 31' 26" W. 30.92' to a point; thence, S. 10° 34' 44" W. 181.93' to a point; thence, S. 04° 12' 40" W. 190.55' to a point; thence, S. 32° 31' 46" E. 224.77' to a point; thence, S. 29° 47' 57" E. 19.59' to a point, in the boundary of Ghuman Properties; thence, with Ghuman Properties, S. 24° 51' 42" W. 6.13' to a point; thence, by new easement line through tract of which this is part, N. 29° 47' 57" W. 23.02' to a point; thence, N. 32° 31' 46" W. 226.31' to a point; thence, N. 04° 12'

40" E. 192.49' to a point; thence, N. 10° 34' 44" E. 182.25' to a point; thence, N. 11° 31' 26" E. 27.87' to a point, in boundary of said Rogers; thence, with Rogers and boundary of tract of which this is part, N. 69° 48' 06" E. 5.88' to the BEGINNING, containing 0.075 acres, more or less, as shown as Temporary Construction Easement #6 on Plat of Easements for the Charles Town Utility Board, dated May 07, 2023, and revised November 1, 2023, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1850, attached hereto and made a part hereof.

Being part of the same real estate conveyed to Evitts Run Conservancy, Inc. from Roger J. Perry et al., by Deed dated June 30, 2014, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book No. 1143, at Page No. 111.

Perpetual Easement and Right of Way (0.002 acres)

COMMENCING from a 5/8" rebar found, marked "Shepp" common corner to G & H Investments, LLC, Deed Book 1208, Page 243, and Procopio, Deed Book 1076, Page 567, and in the boundary of Rogers, Deed Book 925, Page 74; thence, crossing Rogers, S. 63° 28' 12" W. 37.41' to a point, in the boundary of said Rogers, and 2nd tract of Evitts Run Conservancy, Inc., Deed Book 1143, Page 111; thence, with boundary of Rogers, 2nd tract of Evitts Run Conservancy, Inc., S. 69° 48' 06" W. 18.53' to a point, at or near corner of said Rogers and tract of which this is part, being the POINT OF BEGINNING; thence, with boundary of 2nd tract of Evitts Run Conservancy, Inc., and tract of which this is part, S. 69° 48' 06" W. 10.86' to a point; thence, crossing tract of which this is part, N. 11° 31' 26" E. 18.36' to a point, in boundary of Rogers and tract of which this is part; thence, with boundary of Rogers and tract of which this is part, S. 24° 36' 25" E. 15.67' to the BEGINNING, containing 0.002 acres, more or less, as shown as Permanent Utility Easement #4 on Plat of Easements for the Charles Town Utility Board, dated May 07, 2023, and revised November 1, 2023, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1850, attached hereto and made a part hereof.

Temporary Easement and Right of Way (0.009 acres)

COMMENCING from a 5/8" rebar found, marked "Shepp" common corner to G & H Investments, LLC, Deed Book 1208, Page 243, and Procopio, Deed Book 1076, Page 567, and in the boundary of Rogers, Deed Book 925, Page 74; thence, crossing Rogers, S. 63° 28' 12" W. 37.41' to a point, in the boundary of said Rogers, and 2nd tract of Evitts Run Conservancy, Inc., Deed Book 1143, Page 111; thence, with boundary of Rogers, 2nd tract of Evitts Run Conservancy, Inc., Deed Book 1143, Page 123, and tract of which this is part, S. 69° 48' 06" W. 29.39' to a point, in the boundary of said 2nd tract of Evitts Run Conservancy, Inc., and tract of which this is part, being the POINT OF BEGINNING; thence, with boundary of 2nd tract of Evitts Run Conservancy, Inc., and tract of which this is part, S. 69° 48' 06" W. 16.89' to a point; thence, by new easement line through tract of which this is part, N. 11° 26' 09" E. 27.31' to a point; thence, N. 65° 45' 22" E. 11.60' to a point in boundary of said Rogers and tract of which this is part; thence, with boundary of Rogers and tract of

which this is part, S. 24° 36' 25" E. 8.48' to a point; thence, by new easement line through tract of which this is part, S. 11° 31' 26" W. 18.36' to the BEGINNING, containing 0.009 acres, more or less, as shown as Temporary Construction Easement #7 on Plat of Easements for the Charles Town Utility Board, dated May 7, 2023, and revised November 01, 2023, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1850, attached hereto and made a part hereof.

Being part of the same real estate conveyed to Evitts Run Conservancy, Inc. from Roger J. Perry et al., by Deed dated June 30, 2014, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book No. 1143, at Page No. 123.

Together with the right, but not the duty, to cut, trim, clear or otherwise control and remove from the easement area hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures and/or other obstructions that may endanger the safety of or interfere with the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, removal or use of said sewer lines.

The Grantor further grants and conveys unto the Grantee, its successors and assigns an unrestricted right of ingress, egress and regress, to and from said rights-of-way and easements for all purposes and at all reasonable times. The said Grantor does also grant and convey unto the said Grantee, its successors or assigns, the right to use said rights-of-way and easements herein granted for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, removal and use of the sewer lines.

This Deed is made upon and subject to the following terms and conditions:

1. The Grantor, and its heirs, successors and assigns, retain the right to use and enjoy the lands described above through which the easement and right-of-way extends for purposes not inconsistent with the rights herein granted to the Grantee, and its successors and assigns. The Grantor covenants and agrees that it shall not:

(a) construct improvements on the easement or right-of-way or to take any other action which would interfere with the sewer lines and the rights of the Grantee to construct, install, operate, maintain, repair, replace, rehabilitate, line or remove said sewer lines;

(b) plant trees or other vegetation which could damage the sewer lines or interfere with the rights herein granted; and

(c) alter the ground profile of the land within the easement or right-of-way without the written consent of the Grantee, its successors or assigns;

2. The rights herein granted include the right of ingress, egress and regress over the lands of the Grantor to and from the easement and right-of-way for the purpose of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining and removing the sewer lines. The rights herein granted further include the right to use reasonable portions of the lands of the Grantor immediately adjacent to the easement for said purpose;

3. The Grantee, upon completion of its construction work, agrees that it will restore the property of the Grantor to its condition immediately prior to the construction as nearly as reasonably possible;

4. The Grantee understands and acknowledges that the real estate owned by the Grantor in which the various easements are located, being the real estate conveyed to the Grantor by the aforementioned Deeds recorded in Deed Book No. 1143, at Page Nos. 111 and 123 (the "Grantor Real Estate"), is subject to that certain Land Use Covenant of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book No. 1234, at Page 656 (the "Covenant"), which Covenant restricts specified activities upon, and uses of, the Grantor Real Estate, including, without limitation, excavation, drilling, or penetration of portions of the Grantor Real Estate reflected on a map attached to the Covenant (the "Restricted Real Estate"). The Grantee hereby represents and warrants as follows:

(a) The Covenant and the restrictions therein have been considered by Grantee and its consultants in designing and laying out the various easements granted herein;

(b) No easement granted herein is located upon any portion of the Restricted Real Estate; and

(c) Grantee will not, and will not allow any of its employees', agents', representatives', or contractors' to, use or act upon any portion of the Grantor Real Estate in any manner that may violate or be contrary to the Covenant or any restriction or other provision therein, including, without limitation, in connection with the construction, installation, laying, maintenance, operation, use, repair, replacement, rehabilitation, lining, or removal of the sewer line or lines or appurtenant facilities contemplated herein; the storing, staging, or transportation of materials or supplies for the contemplated sewer project; entry or presence thereupon; or restoration, landscaping, or maintenance thereof; and,

5. This Deed shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE

This conveyance is not subject to an excise tax upon the privilege of transferring title to real estate because it is a conveyance to a political subdivision of the State of West Virginia and is thus exempt pursuant to West Virginia Code §11-22-1.

WITNESS the following signature and seal:

Evitts Run Conservancy, Inc.
By:

_____

_____

Its _____

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, To-Wit:

The foregoing instrument was acknowledged before me on the ___ day of _____, 2024, by _____, the _____ of Evitts Run Conservancy, Inc., a West Virginia not-for-profit corporation, for and on its behalf by authority duly given.

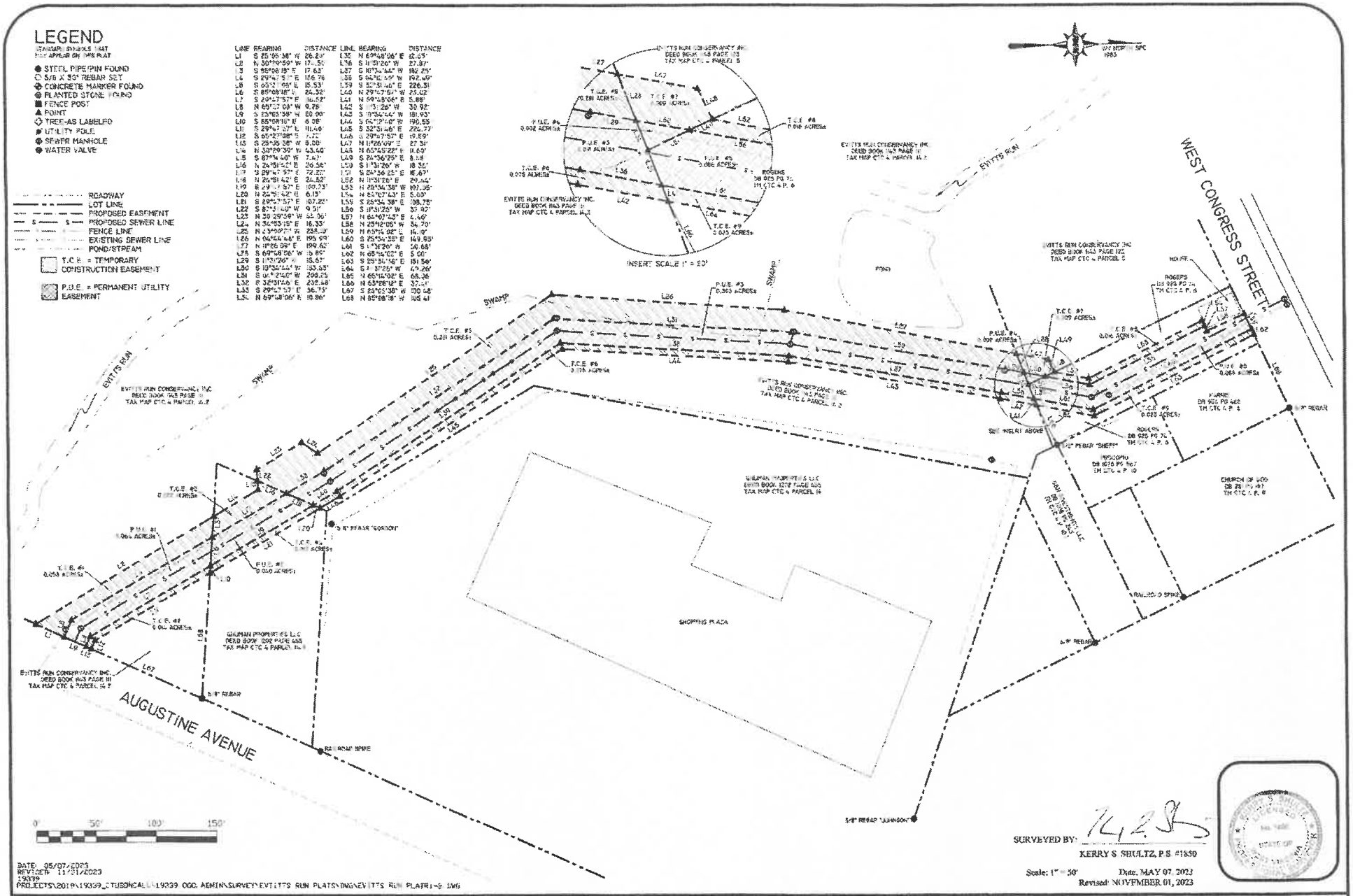
[SEAL]

_____

Notary Public

My Commission Expires: _____

THIS INSTRUMENT WAS PREPARED BY: STEPHEN G. HIGGINS, ESQ., ***KAY CASTO & CHANEY PLLC,*** 150 Clay Street, Suite 100, MORGANTOWN, WV 26501.



RK&K

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EVITTS RUN
CHARLES TOWN CORPORATE DISTRICT
JEFFERSON COUNTY WEST VIRGINIA

PLAT OF EASEMENTS
FOR
CHARLES TOWN UTILITY BOARD

EXHIBIT

Notice to Property Owners

re: Charles Town Utility Board: **Sanitary Sewer Collection System Project**

WHEREAS, We, Evitts Run Conservancy, Inc., state that we have been approached by representatives of the Charles Town Utility Board who have informed us of the Board's intent to obtain an easement across certain properties owned by us for the purpose of constructing the Charles Town Sanitary Sewer Collection System.

In an effort to reduce the cost to customers, the Charles Town Utility Board is requesting that property owners take a payment of $1.00 or donate the easements for sewer lines to be constructed as part of the project. The property will be videotaped prior to the start of construction and the contractor will be required to restore the property as closely as possible to its original condition.

In those cases where the property owner is unwilling to donate the easement, the Charles Town Utility Board has authorized a payment of $1.00 for the requested property rights.

Based on the above information, We as the properties owners do hereby elect the following as indicated below:

- □ We wish to donate the requested easement.
- □ We wish to be paid $1.00 for the easement prior to start of construction.

Executed this the _____day of _____, 20____.

(Notarial Seal)

Evitts Run Conservancy, Inc.

By_____

Its_____

_____
Notary Public

_____
My Commission Expiration Date

Please provide address below to mail payment check:

_____

_____

_____

DEED OF EASEMENT AND RIGHT OF WAY

This Deed of Easement and Right of Way, made this _____ day of _____, 2024, by and between the **Evitts Run Conservancy, Inc.,** a West Virginia not-for-profit corporation, hereinafter called Grantor, and **The City of Charles Town,** a municipal corporation acting by and through **Charles Town Utility Board,** hereinafter called Grantee.

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns, with covenants of General Warranty, **perpetual and temporary rights of way and easements** for the purpose of constructing, installing, laying, maintaining, operating, repairing, replacing, rehabilitating, lining, and removing a sewer line or lines together with all necessary appliances appurtenant thereto over, upon and through tracts or parcels of real estate situate, lying and being in Charles Town Corporation, Jefferson County, West Virginia. Said rights of way and easements are more particularly described as follows:

Perpetual Easement and Right of Way (0.036 acres)

COMMENCING from at a point at the end of a stone wall, corner Snyder, Deed Book 1210, Page 266, and corner to Proper Consultants, LLC, Deed Book 1279, Page 614; thence, crossing tract of Proper Consultants, LLC, N. 89° 49' 53" E, 146.06' to a point, in boundary of Proper Consultants, LLC, and boundary of tract of which this is part; thence, with boundary of Proper Consultants, LLC and boundary of tract of which this is part, N. 64° 30' 08" E. 5.00' to a point, being the POINT OF BEGINNING; thence, continuing N. 64° 30' 08" E. 13.59' to a point, corner to Proper Consultants, LLC, corner to a 12' alley, and corner of tract of which this is part, thence, continuing with boundary of tract of which this is part, and with 12' alley, S. 25° 29' 52" E. 100.00' to a point, in the limits of West Congress Street, and corner of tract of which this is part; thence, with limits of West Congress Street, and boundary of tract of which this is part, S. 64° 30' 08" W. 17.40' to a point; thence, by new easement line through tract of which this is part, N. 22° 52' 42" W. 89.58' to a point; thence, N. 27° 03' 23" W. 10.52' to the BEGINNING, containing 0.036 acres, more or less, as shown as Permanent Utility Easement #1 on Plat of Easements for the Charles Town Utility Board, dated May 07, 2023, and revised July 13, 2023, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1850, attached hereto and made a part hereof.

Temporary Easement and Right of Way (0.012 acres)

COMMENCING from at a point at the end of a stone wall, corner Snyder, Deed Book 1210, Page 266, and corner to Proper Consultants, LLC, Deed Book 1279, Page 614; thence, crossing tract of Proper Consultants, LLC, N. 89° 49' 53" E. 146.06' to a point, in boundary of Proper Consultants, LLC, and boundary of tract of which this is part, being the POINT OF BEGINNING; thence, with boundary of Proper Consultants, LLC, and boundary of tract of which this is part, N. 64° 30' 08" E. 5.00' to a point; thence, by new easement line through tract of which this is part, S. 27° 03' 23" E. 10.52' to a point; thence, S. 22° 52' 42" E. 89.58' to a point, in the limits of West Congress Street, and boundary of tract of which this is part; thence, with limits of West Congress Street and boundary of tract of which this is part, S. 64° 30' 08" W. 5.01' to a point; *thence,* by new easement line through tract of which this is part, N. 22° 52' 42" W. 89.63' to a point; thence, N. 27° 03' 23" W. 10.47' to the BEGINNING, containing 0.012 acres, more or less, as shown as Temporary Construction Easement #1 on Plat of Easements for the Charles Town Utility Board, dated May 07, 2023, and revised July 13, 2023, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1850, attached hereto and made a part hereof.

Being part of the same real estate conveyed to Evitts Run Conservancy, Inc. from Roger J. Perry et al., by Deed dated June 30, 2014, and recorded in the office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book No. 1143, at Page No. 132.

Together with the right, but not the duty, to cut, trim, clear or otherwise control and remove from the easement area hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures and/or other obstructions that may endanger the safety of or interfere with the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, removal or use of said sewer lines.

The Grantor further grants and conveys unto the Grantee, its successors and assigns an unrestricted right of ingress, egress and regress, to and from said rights-of-way and easements for all purposes and at all reasonable times. The said Grantor does also grant and convey unto the said Grantee, its successors or assigns, the right to use said rights-of-way and easements herein granted for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, removal and use of the sewer lines.

This Deed is made upon and subject to the following terms and conditions:

1. The Grantor, and its heirs, successors and assigns, retain the right to use and enjoy the lands described above through which the easement and right-of-way extends for purposes not inconsistent with the rights herein granted to the Grantee, and its successors and assigns. The Grantor covenants and agrees that it shall not:

(a) construct improvements on the easement or right-of-way or to take any other action which would interfere with the sewer lines and the rights of the Grantee to construct, install, operate, maintain, repair, replace, rehabilitate, line or remove said sewer lines;

(b) plant trees or other vegetation which could damage the sewer lines or interfere with the rights herein granted; and

(c) alter the ground profile of the land within the easement or right-of-way without the written consent of the Grantee, its successors or assigns;

2. The rights herein granted include the right of ingress, egress and regress over the lands of the Grantor to and from the easement and right-of-way for the purpose of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining and removing the sewer lines. The rights herein granted further include the right to use reasonable portions of the lands of the Grantor immediately adjacent to the easement for said purpose;

3. The Grantee, upon completion of its construction work, agrees that it will restore the property of the Grantor to its condition immediately prior to the construction as nearly as reasonably possible;

4. The Grantee understands and acknowledges that the real estate owned by the Grantor in which the various easements are located, being the real estate conveyed to the Grantor by the aforementioned Deed recorded in Deed Book No. 1143, at Page No. 132 (the "Grantor Real Estate"), is subject to that certain Land Use Covenant of record in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book No. 1234, at Page 656 (the "Covenant"), which Covenant restricts specified activities upon, and uses of, the Grantor Real Estate, including, without limitation, excavation, drilling, or penetration of portions of the Grantor Real Estate reflected on a map attached to the Covenant (the "Restricted Real Estate"). The Grantee hereby represents and warrants as follows:

(a) The Covenant and the restrictions therein have been considered by Grantee and its consultants in designing and laying out the various easements granted herein;

(b) No easement granted herein is located upon any portion of the Restricted Real Estate; and

(c) Grantee will not, and will not allow any of its employees', agents', representatives', or contractors' to, use or act upon any portion of the Grantor Real Estate in any manner that may violate or be contrary to the Covenant or any restriction or other provision therein, including, without limitation, in connection with the construction, installation, laying, maintenance, operation, use, repair, replacement, rehabilitation, lining, or removal of the sewer line or lines or appurtenant facilities contemplated herein; the storing, staging, or transportation of materials or supplies for the contemplated sewer project; entry or presence thereupon; or restoration, landscaping, or maintenance thereof; and,

5. This Deed shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE

This conveyance is not subject to an excise tax upon the privilege of transferring title to real estate because it is a conveyance to a political subdivision of the State of West Virginia and is thus exempt pursuant to West Virginia Code §11-22-1.

WITNESS the following signature and seal:

Evitts Run Conservancy, Inc.
By:

_____

_____

Its _____

STATE OF WEST VIRGINIA,
COUNTY OF JEFFERSON, To-Wit:

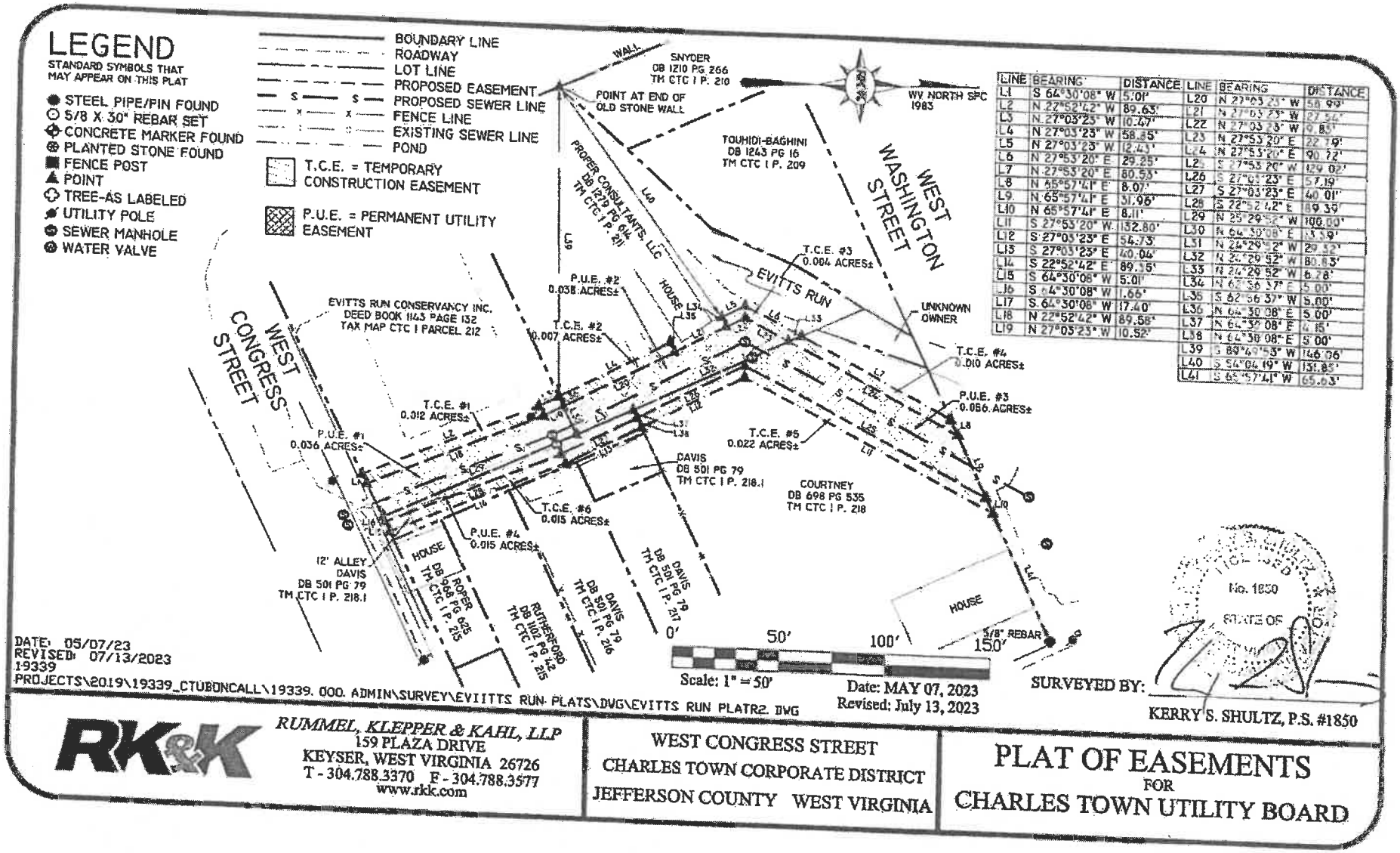
The foregoing instrument was acknowledged before me on the ___ day of _____, 2024, by _____, the _____ of Evitts Run Conservancy, Inc., a West Virginia not-for-profit corporation, for and on its behalf by authority duly given.

[SEAL]

_____
Notary Public

My Commission Expires: _____

THIS INSTRUMENT WAS PREPARED BY: STEPHEN G. HIGGINS, ESQ., ***KAY CASTO & CHANEY PLLC,*** 150 Clay Street, Suite 100, MORGANTOWN, WV 26501.



LINE	BEARING	DISTANCE
L1	S 64°30'08" W	5.01'
L2	N 22°52'42" W	89.65'
L3	N 27°03'23" W	10.47'
L4	N 27°03'23" W	58.85'
L5	N 27°03'23" W	12.43'
L6	N 27°53'20" E	29.25'
L7	N 27°53'20" E	80.53'
L8	N 65°57'41" E	8.07'
L9	N 65°57'41" E	31.96'
L10	N 65°57'41" E	8.11'
L11	S 27°53'20" W	152.80'
L12	S 27°03'23" E	54.73'
L13	S 27°03'23" E	40.04'
L14	S 22°52'42" E	89.15'
L15	S 64°30'08" W	5.01'
L16	S 64°30'08" W	1.66'
L17	S 64°30'08" W	17.40'
L18	N 22°52'42" W	89.58'
L19	N 27°03'23" W	10.52'
L20	N 27°03'23" W	58.99'
L21	N 27°03'23" W	27.54'
L22	N 27°03'23" W	9.85'
L23	N 27°53'20" E	22.79'
L24	N 27°53'20" E	90.72'
L25	S 27°53'20" W	129.02'
L26	S 27°03'23" E	57.19'
L27	S 27°03'23" E	40.01'
L28	S 22°52'42" E	89.39'
L29	N 25°29'52" W	100.00'
L30	N 64°30'08" E	13.59'
L31	N 24°29'52" W	29.52'
L32	N 24°29'52" W	80.83'
L33	N 24°29'52" W	6.78'
L34	N 64°30'08" E	15.00'
L35	S 82°56'37" W	5.00'
L36	N 64°30'08" E	5.00'
L37	N 64°30'08" E	4.15'
L38	N 64°30'08" E	5.00'
L39	S 89°40'53" W	146.06'
L40	S 54°04'19" W	131.85'
L41	S 65°57'41" W	65.63'

EXHIBIT

Notice to Property Owners

re: Charles Town Utility Board: **Sanitary Sewer Collection System Project**

WHEREAS, We, Evitts Run Conservancy, Inc., state that we have been approached by representatives of the Charles Town Utility Board who have informed us of the Board's intent to obtain an easement across certain properties owned by us for the purpose of constructing the Charles Town Sanitary Sewer Collection System.

In an effort to reduce the cost to customers, the Charles Town Utility Board is requesting that property owners take a payment of $1.00 or donate the easements for sewer lines to be constructed as part of the project. The property will be videotaped prior to the start of construction and the contractor will be required to restore the property as closely as possible to its original condition.

In those cases where the property owner is unwilling to donate the easement, the Charles Town Utility Board has authorized a payment of $1.00 for the requested property rights.

Based on the above information, We as the properties owners do hereby elect the following as indicated below:

- □ We wish to donate the requested easement.
- □ We wish to be paid $1.00 for the easement prior to start of construction.

Executed this the _____day of _____, 20____.

(Notarial Seal)

Evitts Run Conservancy, Inc.

By_____

Its_____

_____
Notary Public

_____
My Commission Expiration Date

Please provide address below to mail payment check:

_____

_____

_____

Building Commission
101 East Washington Street
Charles Town, WV 25414

Meeting: 05/22/24
Department: Building Commission
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-516: Financial Summary Review

ATTACHMENTS: