CITY OF CHARLES TOWN
BUILDING COMMISSION
AGENDA • AUGUST 2, 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

4. NEW BUSINESS

: **2024-779:** Evitts Run Conservancy Deed of Easement and Right of Way
Parcel 0.46- Evitts Run Alley Plat 071724.pdf
Parcel 046- Evitts Run Alley TCE Deed revised Final 071724.pdf
Parcel 046- Evitts Run Payment Form Final 060624.pdf

: **2024-780:** 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: 08/02/24
Department: Building Commission
Category: Contract
Initiator:

AGENDA ITEM (ID #)

2024-779: Evitts Run Conservancy Deed of Easement and Right of Way

ATTACHMENTS:

- Parcel 0.46- Evitts Run Alley Plat 071724.pdf
- Parcel 046- Evitts Run Alley TCE Deed revised Final 071724.pdf
- Parcel 046- Evitts Run Payment Form Final 060624.pdf

LEGEND

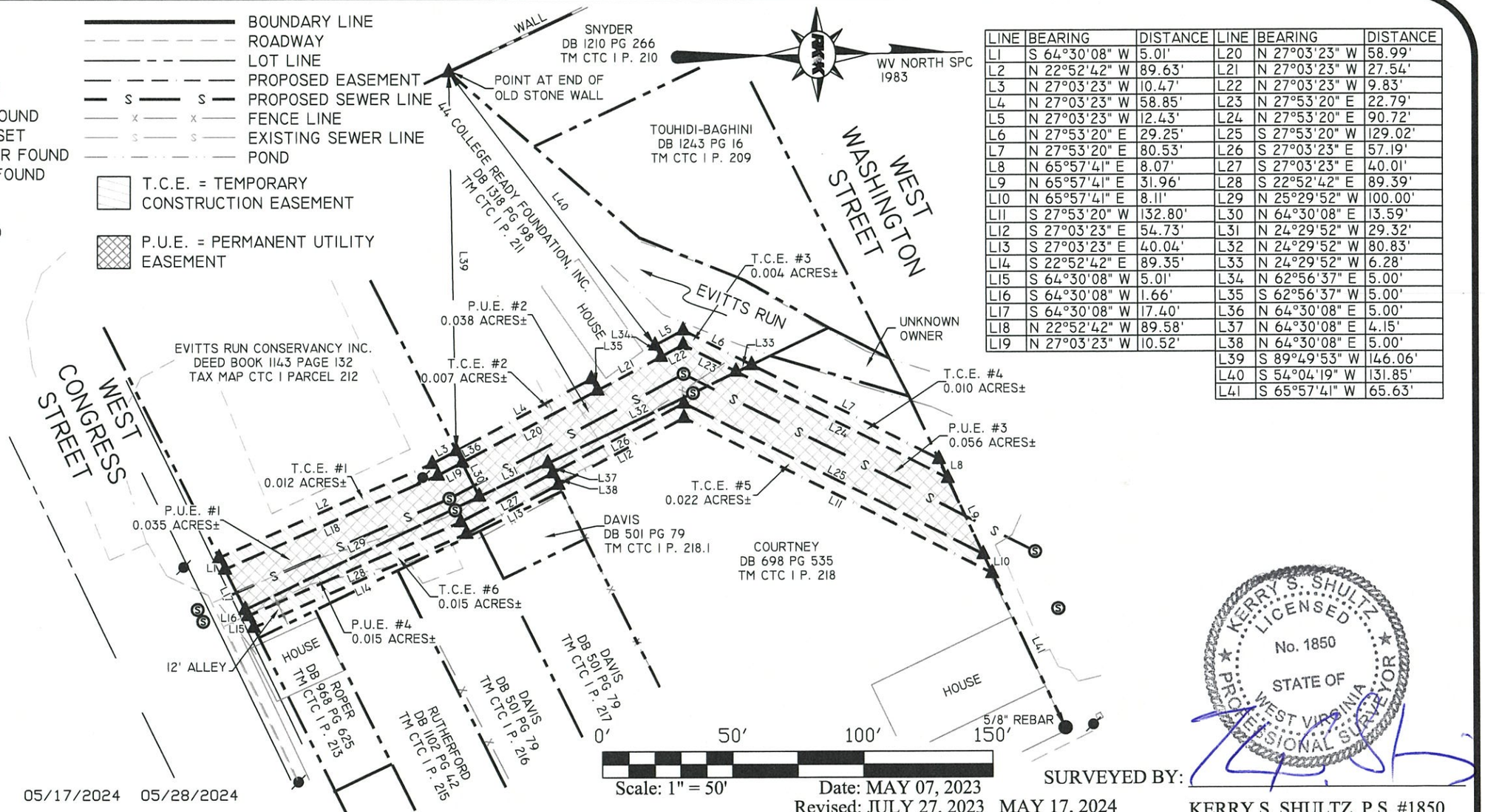
STANDARD SYMBOLS THAT MAY APPEAR ON THIS PLAT

- STEEL PIPE/PIN FOUND
- 5/8 X 30" REBAR SET
- CONCRETE MARKER FOUND
- PLANTED STONE FOUND
- FENCE POST
- POINT
- TREE-AS LABELED
- UTILITY POLE
- SEWER MANHOLE
- WATER VALVE

- BOUNDARY LINE
- ROADWAY
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- PROPOSED EASEMENT
- PROPOSED SEWER LINE
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- EXISTING SEWER LINE
- POND

T.C.E. = TEMPORARY CONSTRUCTION EASEMENT

P.U.E. = PERMANENT UTILITY EASEMENT



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 64°30'08" W	5.01'	L20	N 27°03'23" W	58.99'
L2	N 22°52'42" W	89.63'	L21	N 27°03'23" W	27.54'
L3	N 27°03'23" W	10.47'	L22	N 27°03'23" W	9.83'
L4	N 27°03'23" W	58.85'	L23	N 27°53'20" E	22.79'
L5	N 27°03'23" W	12.43'	L24	N 27°53'20" E	90.72'
L6	N 27°53'20" E	29.25'	L25	S 27°53'20" W	129.02'
L7	N 27°53'20" E	80.53'	L26	S 27°03'23" E	57.19'
L8	N 65°57'41" E	8.07'	L27	S 27°03'23" E	40.01'
L9	N 65°57'41" E	31.96'	L28	S 22°52'42" E	89.39'
L10	N 65°57'41" E	8.11'	L29	N 25°29'52" W	100.00'
L11	S 27°53'20" W	132.80'	L30	N 64°30'08" E	13.59'
L12	S 27°03'23" E	54.73'	L31	N 24°29'52" W	29.32'
L13	S 27°03'23" E	40.04'	L32	N 24°29'52" W	80.83'
L14	S 22°52'42" E	89.35'	L33	N 24°29'52" W	6.28'
L15	S 64°30'08" W	5.01'	L34	N 62°56'37" E	5.00'
L16	S 64°30'08" W	1.66'	L35	S 62°56'37" W	5.00'
L17	S 64°30'08" W	17.40'	L36	N 64°30'08" E	5.00'
L18	N 22°52'42" W	89.58'	L37	N 64°30'08" E	4.15'
L19	N 27°03'23" W	10.52'	L38	N 64°30'08" E	5.00'
			L39	S 89°49'53" W	146.06'
			L40	S 54°04'19" W	131.85'
			L41	S 65°57'41" W	65.63'

KERRY S. SHULTZ LICENSED No. 1850 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR

DATE: 05/07/23
REVISED: 07/27/2023 05/17/2024 05/28/2024
19339
PROJECTS\2019\19339_CTUBONCALL\19339.000.ADMIN\SURVEY\EVIITTS RUN PLATS\DWG\EVITTS RUN PLATR2.DWG

Scale: 1" = 50'

Date: MAY 07, 2023
Revised: JULY 27, 2023
Revised: MAY 28, 2024

SURVEYED BY: MAY 17, 2024

KERRY S. SHULTZ, P.S. #1850

RK&K

RUMMEL, KLEPPER & KAHL, LLP
159 PLAZA DRIVE
KEYSER, WEST VIRGINIA 26726
T - 304.788.3370 F - 304.788.3577
www.rkk.com

WEST CONGRESS STREET
CHARLES TOWN CORPORATE DISTRICT
JEFFERSON COUNTY WEST VIRGINIA

PLAT OF EASEMENTS
FOR
CHARLES TOWN UTILITY BOARD

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, **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 a tract or parcel of real estate situate, lying and being in Charles Town Corporation District, Jefferson County, West Virginia. Said rights of way and easements are more particularly described as follows:

Perpetual Easement and Right of Way

COMMENCING from at a point at the end of a stone wall, corner Snyder, Deed Book 1210, Page 266, and corner to 44 College Ready Foundation, Inc., Deed Book 1318, Page 198; thence, crossing tract of 44 College Ready Foundation, Inc.,

N. 89° 49' 53" E. 146.06' to a point, in boundary of Evitts Run Conservancy, Inc., Deed Book 1143, Page 132, and boundary of 44 College Ready Foundation, Inc.; thence, with boundary of Evitts Run Conservancy, Inc. and boundary of 44 College Ready Foundation, Inc.,

N. 64° 30' 08" E. 18.59' to the corner of Evitts Run Conservancy and 44 College Ready Foundation, Inc., and in boundary of tract of which this is part, being the POINT OF BEGINNING; thence, with boundary of 44 College Ready Foundation, Inc., and in boundary of tract of which this part,

N. 24° 29' 52" W. 29.32' to a point, corner to Courtney, Deed Book 698, Page 535, and corner to tract of which this is part; thence, with boundary of Courtney and boundary of tract of which this is part,

N. 64° 30' 08" E. 4.15' to a point; thence, by new easement line through tract of which this is part,

S. 27° 03' 23" E. 40.01' to a point; thence,

S. 22° 52' 42" E. 89.39' to a point, in the limits of West Congress Street, and boundary of tract of which this is part; thence, with West Congress Street, and boundary of tract of which this is part,

S. 64° 30' 08" W. 1.66' to a point, corner to Evitts Run Conservancy, Inc., and corner to tract of which this is part; thence, with boundary of Evitts Run Conservancy, Inc., and boundary of tract of which this is part,

N. 25° 29' 52" W. 100.00' to the BEGINNING, containing 0.015 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, revised July 27, 2023, May 17, 2024 and May 28, 2024, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1850.

Temporary Easement and Right of Way

COMMENCING from at a point at the end of a stone wall, corner Snyder, Deed Book 1210, Page 266, and corner to 44 College Ready Foundation, Inc., Deed Book 1279, Page 614; thence, crossing tract of 44 College Ready Foundation, Inc.,

N. 89° 49' 53" E. 146.06' to a point, in boundary of Evitts Run Conservancy, Inc., Deed Book 1143, Page 132, and 44 College Ready Foundation, Inc.; thence with boundary of Evitts Run Conservancy, Inc., and 44 College Ready Foundation, Inc.,

N. 64° 30' 08" E. 18.59' to the corner of Evitts Run Conservancy and 44 College Ready Foundation, Inc., and in boundary of tract of which this is part; thence, with boundary of 44 College Ready Foundation, Inc., and in boundary of tract of which this part,

N. 24° 29' 52" W. 29.32' to a point, corner to Courtney, Deed Book 698, Page 535, and corner to tract of which this is part; thence, with boundary of Courtney and boundary of tract of which this is part,

N. 64° 30' 08" E. 4.15' to a point, being the POINT OF BEGINNING; thence, continuing with boundary of Courtney 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. 40.04' to a point; thence,

S. 22° 52' 42" E. 89.35' to a point, in the limits of West Congress Street, and boundary of tract of which this is part; thence, with 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. 89.39' to a point; thence,

N. 27° 03' 23" W. 40.01' to the BEGINNING, containing 0.015 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, revised July 27, 2023, May 17, 2024 and May 28, 2024, as prepared by Rummel, Klepper and Kahl, LLP, Kerry S. Shultz, PLS 1850.

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 Grantor's 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.

LEGEND

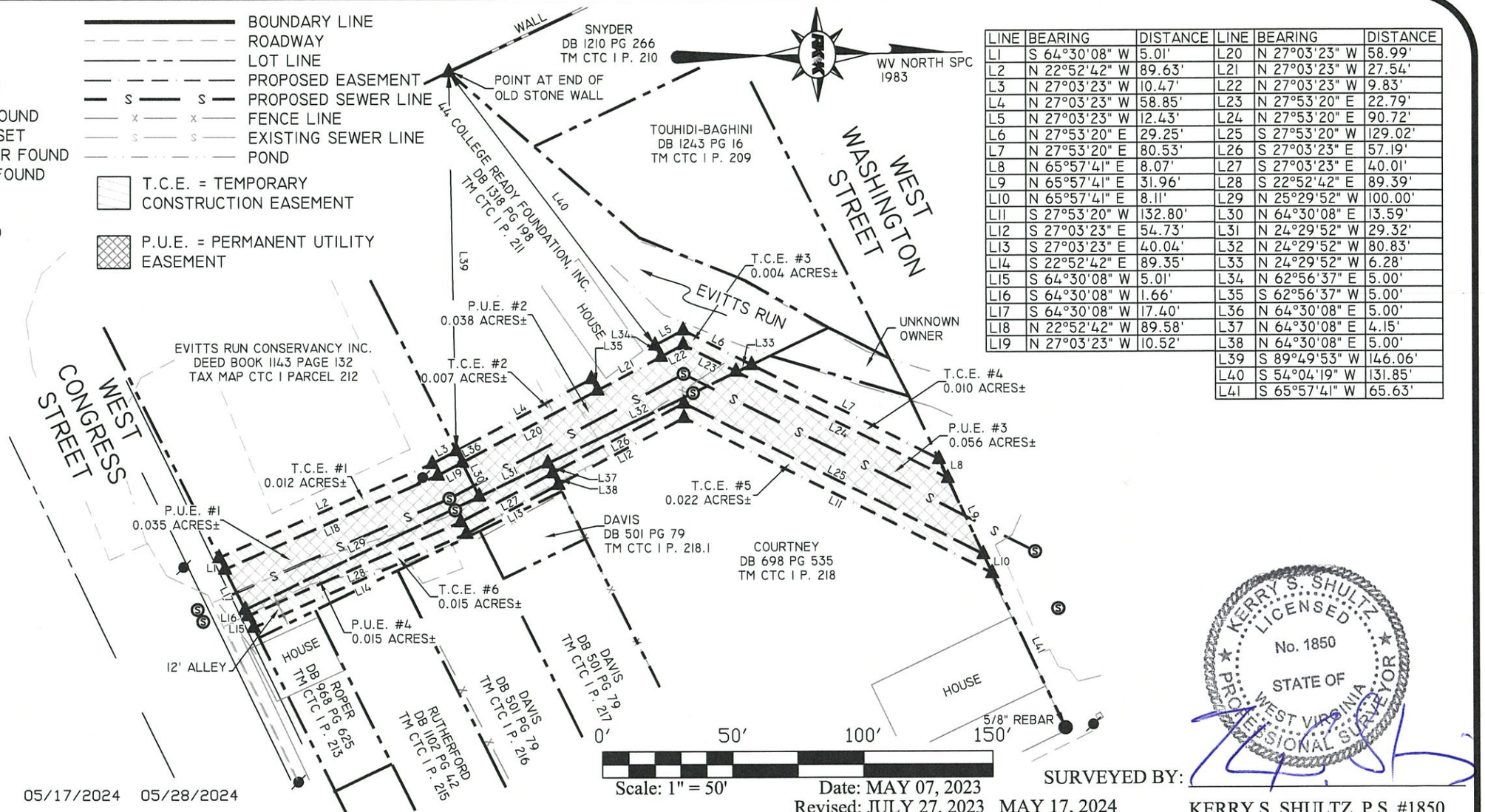
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19339
PROJECTS\2019\19339_CTUBONCALL\19339.000.ADMIN\SURVEY\EVIITTS RUN PLATS\DWG\EVITTS RUN PLATR2.DWG

Scale: 1" = 50'

Date: MAY 07, 2023
Revised: JULY 27, 2023
Revised: MAY 28, 2024

KERRY S. SHULTZ LICENSED No. 1850 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR

SURVEYED BY:

MAY 17, 2024

KERRY S. SHULTZ, P.S. #1850

RK&K

RUMMEL, KLEPPER & KAHL, LLP
159 PLAZA DRIVE
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T - 304.788.3370 F - 304.788.3577
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WEST CONGRESS STREET
CHARLES TOWN CORPORATE DISTRICT
JEFFERSON COUNTY WEST VIRGINIA

PLAT OF EASEMENTS
FOR
CHARLES TOWN UTILITY BOARD

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: 08/02/24
Department: Building Commission
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-780: Financial Summary Review

ATTACHMENTS: