

RIGHT OF WAY & EASEMENT AGREEMENT FORM

THIS AGREEMENT entered this ____ day of _____, 20__ by and between _____ henceforth, "Grantor(s)" and Clay Roane Public Service District henceforth, "Grantee(s)". The Grantor is the owner of the property located at _____, _____ WV.

The grantor, having received good and valuable consideration, including the sum of \$1.00, receipt of which is expressly acknowledged by the same on behalf of the Grantor(s), heirs and assigns, a perpetual right-of-way and easement, with the right to construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove pipelines, meters and all necessary materials and parts to complete and maintain the water system being constructed by and/or through the supervision of the Grantee, over, across and through the land of the Grantors, situate in _____ District, _____ County, West Virginia.

The said permanent easement shall be ten (10) feet in width and _____ feet in length, the centerline of which is the center of the pipeline itself.

It is agreed that it shall be the Grantee's responsibility upon completion of said private water service line and appurtenances to regrade the land of the Grantor(s) to its prior condition to the extent reasonable possible and feasible; subject however, to the limitations and damages hereinbefore set forth and for which the Grantor(s) has been fully compensated. The Grantor(s) and Grantee(s) acknowledge that Clay Roane PSD owns the water meter and related appurtenances and has easement to read, make repairs, and change the meter and related appurtenances as it becomes necessary.

It is further agreed that the Grantee(s), successors, assignees have the right to promptly enter the Grantor's property and repair and/or replace said private service line should it become necessary. The Grantee(s) must maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor(s), successors, and assigns.

Grantor(s) agrees not to erect any structure or place any object over the easement hereby conveyed, which would interfere with the use and occupancy of the said easement.

IN WITNESS WHEREOF, the Grantors have executed this instrument this the ____ day of _____, ____.

State of _____,

County of _____, To-Wit:

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

whose names are signed to the foregoing writing, bearing date the ____ day of _____, _____ have this day signed and acknowledged the same before me in my said County.

Notary Public

My Commission expires the _____ day of _____, 20__.