

JOHN GORDON SLONAKER

TO: RIGHT OF WAY  
AGREEMENT

SHIRLEY B. DAVY  
RICKIE C. DAVY

This Right of Way Agreement, made this  
14th day of May, 2021, by and between JOHN  
GORDON SLONAKER, party of the first part,  
(Slonaker herein) Grantors, and SHIRLEY B.  
DAVY and RICKIE C. DAVY, her husband, (Davy  
herein) Grantees, parties of the second part.

WHEREAS, Slonaker is the owner of a tract of land lying and being  
situate in Bloomery District, Hampshire County, West Virginia, containing  
100 acres, more or less, which he acquired by the Last Will and Testament  
of A. Gordon Slonaker, of record in the Office of the Clerk of the County  
Commission of Hampshire County, West Virginia, in Will Book 46 at Page 85,  
which said tract of land has been consolidated with an adjoining parcel for  
tax purposes, and same are depicted on the 2020 Hampshire County Land Books  
as District 01, Tax Map 13A, Parcel 1; and

WHEREAS, Davy has accessed the existing road by the WV County Numbered  
Route 50/34 (a 30 ft. wide Right of Way) from WV County Numbered Route 50/22  
(Timber Mountain Road), to the locked gate on the Grantor's parcel; and,

WHEREAS, Davy is the owner of two contiguous tracts of land lying and  
being situate in Bloomery District, Hampshire County, West Virginia,  
described as First Parcel, containing 248.14 acres, more or less, however,  
having been found by resurvey to contain 198.742 total acres, and Second  
Parcel, containing 1.86 acres, more or less, including the house, pond and  
spring, which they acquired by deeds of William B. Slonaker, et ux, of  
record in the aforesaid Clerk's Office in Deed Book 452 at Page 1, Deed Book  
453 at Page 592, and Deed Book 461 at Page 257; and which said parcels have  
been consolidated for tax purposes and are depicted on the 2020 Hampshire  
County Land Books as District 01, Tax Map 13, Parcel 2; and,

WHEREAS, said tracts are contiguous, and access to the property of Davy is by means of an existing private road over the property of Slonaker; and,

WHEREAS, Slonaker does wish to formally grant a right of way for the use of said private road, subject to the conditions contained herein.

NOW, THEREFORE, THIS RIGHT OF WAY AGREEMENT, TO WIT:

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, receipt whereof being hereby acknowledged, Slonaker does, by these presents, grant and convey unto Davy, their heirs, successors, and assigns, a fifteen foot (15') wide non-exclusive right of way over the existing roadway upon the property of Slonaker, solely for ingress and egress to and from the above described tracts owned by Davy, all as is shown on that certain "Plat of Survey for Shirley B. Davy & Rickie C. Davy, her husband" prepared by Rickie C. Davy, Professional Surveyor, dated September 2, 2020, of record in the aforesaid Clerk's Office in Map Book No. 13, at Page 190, which said plat is incorporated herein for a more particular description of the right of way conveyed herein.

Said right of way is conveyed subject to the following conditions:

1. The right of way granted hereby is a maximum of 15' in width.
2. The Grantees, their heirs, successors, and assigns, shall be responsible for 100% of the expense of upkeep of said roadway, and maintenance of the gate and the access roadway on the Grantor's property.
3. Said right of way is to be used for a County permitted/approved new residence and guests, in addition to the existing house which is currently on the property. This right of way may not be used for any commercial activity, with the following exceptions: farming, raising cattle, raising crops and hunting are allowed. Neither dairy nor poultry farming is allowed.

4. Vehicle traffic is limited to residents, guests, farming trucks, trucks carrying timber, equipment, utility trucks, and similar vehicular traffic. The aforementioned may use the said right of way when necessary.
5. Said right of way shall be gated at or near Point No. 34 as shown on the above referenced plat. This gate shall be closed and locked at all times.
6. Said right of way may be used by each of the parties hereto, their successors and assigns.

TO HAVE AND TO HOLD said right of way unto the Grantees, their heirs, successors and assigns.

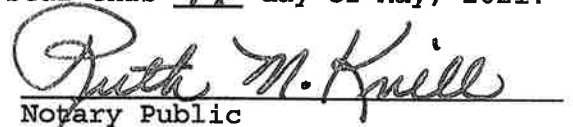
WITNESS the following signatures and seals:

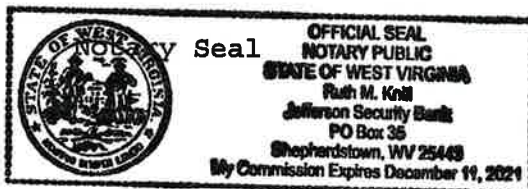
  
JOHN GORDON SLONAKER (SEAL)

STATE OF West Virginia  
COUNTY OF Jefferson, TO WIT:



I, Ruth M. Knill, a Notary Public within and for the county and state aforesaid, do hereby certify that John Gordon Slonaker, whose name is signed to the foregoing instrument dated the 14th day of May, 2021, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 17 day of May, 2021.

  
Notary Public



KEATON,  
FRAZER,  
& MILLESON,  
PLLC  
ATTORNEYS AT LAW  
56 E. MAIN STREET  
ROMNEY, WV 26757

 (SEAL)  
Shirley B. Davy  
 (SEAL)  
Rickie C. Davy

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Nancy L. Meade, a Notary Public within and for the county and state aforesaid, do hereby certify that Shirley B. Davy and Rickie C. Davy, whose names are signed to the foregoing instrument dated the 14th day of May, 2021, have this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 18th day of May, 2021.



  
Notary Public

This instrument was prepared by William C. Keaton, Attorney at Law, Romney, West Virginia, without benefit of title examination or report.  
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KEATON,  
FRAZER,  
& MILLESON,  
P.L.L.C.  
ATTORNEYS AT LAW  
50 E. MAIN STREET  
ROMNEY, WV 26757

