

**AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING A TERMINABLE
RIGHT-OF-WAY AND EASEMENT AGREEMENT BY AND BETWEEN THE CITY OF
MORGANTOWN, GRANTOR, AND DEBRA F. BLANKENSHIP, GRANTEE, AS THE SAME
APPLIES TO A STORMWATER LINE WITHIN THE CITY'S KREPPS PARK REALTY.**

The City of Morgantown hereby ordains that its City Manager is authorized to execute the agreement hereto attached, by and on behalf of the City of Morgantown.

The Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

1 TERMINABLE RIGHT-OF-WAY AND EASEMENT AGREEMENT

2 THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed this ____ day
3 of _____, 2013, by and between the City of Morgantown, West Virginia, a municipal corporation,
4 party of the first part, Grantor and Dedra F. Blankenship, Party of the second part, Grantee.

5 WITNESSETH: That for and in consideration of the sum of \$1.00 and other good and valuable
6 consideration, the receipt of all which is hereby acknowledged, the said party of the first part, Grantor,
7 does hereby grant and convey, with covenants of Special Warranty, unto the said party of the second
8 part, Grantee and to its successors or assigns, a terminable right-of-way and easement to construct, lay,
9 operate, maintain, remove, reconstruct, replace or repair pipelines for the carrying and transporting of
10 storm water in, on, under and through a certain tract and parcel of land situate in the Morgantown
11 Taxing District, Tax Map 8, Parcel 2, Monongalia County, West Virginia, and which said tract and parcel
12 of land is further described in a deed record in the Office of the Clerk of the County Commission of
13 Monongalia County, West Virginia, in Deed Book 225 at Page 178, to which said deed reference is
14 hereby made for all pertinent purposes.

15 The said right-of-way and easement on side property is as follows:

16 **±130' of storm piping traveling generally west from a common line**
17 **between the subject parcel and a parcel owned by the Grantee and**
18 **further described as Morgantown Taxing District, Tax Map 8, Parcel 4,**
19 **Monongalia County, West Virginia, and which said parcel of land is**
20 **further described in a deed of record in the Office of Clerk of the**
21 **County Commission of Monongalia County, West Virginia, in Deed**
22 **Book 1349 at page 741 to a point on an unnamed tributary of Poponoe**
23 **Run; all as depicted and further described in Exhibit "A", attached and**
24 **incorporated herein.**

25 It is covenanted and agreed between the parties hereto that the Grantee shall have a centerline
26 right-of-way and easement on said property ten feet in width, as described above, in order to facilitate
27 the conveyance of storm water runoff. It is further covenanted and agreed that the Grantee shall
28 properly backfill and restore to ground level any ditch opened on said right-of-way and easement upon
29 the completion of any construction work performed thereon. Grantee shall present construction plans

30 for the storm water project to the City Engineer, for review prior to initiating work. Grantee shall
31 comply with all changes to the plan that are requested by the City Engineer.

32 The said Grantor further grants and conveys unto said Grantee, its successors or assigns, the
33 right of ingress, egress, and regress, to and from said right-of-way and easement for all proper purposes
34 and at all reasonable times and a temporary construction right-of-way and easement of such width as is
35 reasonable and necessary to carry out the construction, repair, or replacement of all or part of the
36 above described storm line.

37 The said Grantor, its successors and assigns, shall use and enjoy the premises of said right-of-
38 way and easement, except for the purposes hereinabove granted to the said Grantee, its successors or
39 assigns.

40 The Grantor does hereby grant and convey said right-of-way and easement to the Grantee, its
41 successors or assigns, upon the following terms and conditions:

42 This Agreement shall be binding upon the parties hereto, their successors or assigns.

- 43 1. Prior to initiating work on the storm water line, Grantee is to obtain all necessary municipal
44 permits.
- 45 2. Grantee agrees to indemnify and hold harmless the City of Morgantown, its Board of Park
46 and Recreation Commissioners, and their successors or assigns from any and all property or
47 injury claims that result from this easement being granted.
- 48 3. **Relocation or Removal** - The City of Morgantown reserves the right to require Grantee to
49 relocate the storm line at anytime the City deems that relocation is necessary. Should
50 relocation be required, Grantee will be required to obtain a new easement from the City.
51 The City's granting of any such relocation easement will not be unreasonably withheld. The
52 City of Morgantown reserves the right to terminate this easement agreement and require
53 Grantee to remove the storm water system that Grantee has placed within the easement
54 area. Removal by Grantee shall take place within (90) days of receiving written notice from
55 the City of Morgantown that this easement is being terminated.

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DECLARATION OF CONSIDERATION OR VALUE

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The undersigned hereby declare:

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That the conveyance made in the document to which this declaration is appended is exempt from

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taxation under the provisions of Chapter 11, Article 22, of the Code of West Virginia, for the reason that it is a

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conveyance made from a political subdivision of the State of West Virginia.

62

WITNESS the following signatures:

63

City of Morgantown

64

65

By: _____

By: _____

66

Jeff Mikorski

Dedra F. Blankenship

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City Manager

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STATE OF WEST VIRGINIA,

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71

CONTY OF MONONGALIA, to-wit:

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73

The foregoing instrument was acknowledged before me on the ____ day of _____, 2013, by

74

Debra F. Blankenship.

75

My commission expires: _____

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77

78

Notary Public in and for the State of West Virginia

79

STATE OF WEST VIRGINIA,

80

COUNTY OF MONONGALIA, to-wit:

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The foregoing instrument was acknowledged before me on this ____ day of _____, 2013, by

82

Jeff Mikorski, City Manager, acting for and on behalf of the City of Morgantown, a municipal corporation.

83

My commission expires: _____

84

85

EXHIBIT "A"

STAR CITY

CITY OF MORGANTOWN
MONONGALIA COUNTY, WV
MORGANTOWN TAX DISTRICT
TAX MAP 8 PARCEL 2
DEED BOOK 225 PAGE 178

DEDRA F. BLANKENSHIP
MONONGALIA COUNTY, WV
MORGANTOWN TAX DISTRICT
TAX MAP 8 PARCEL 4
DEED BOOK 1349 PAGE 741

PROPERTY LINE
(TYP.)

UNNAMED TRIBUTARY
OF POPONOE RUN

PROPOSED
RESIDENTIAL
HOME

N/F BRIAN C. WALDEN
MONONGALIA COUNTY, WV
MORGANTOWN TAX DISTRICT
TAX MAP 8 PARCEL 5
DEED BOOK 1393 PAGE 768

±130'

±89'

N/F HAZEL LUCILLE MCCORD
MONONGALIA COUNTY, WV
MORGANTOWN TAX DISTRICT
TAX MAP 8 PARCEL 6
DEED BOOK 362 PAGE 822

PROPOSED
CENTERLINE RIGHT-OF-WAY

PROPOSED
SWM SYSTEM

PARKVIEW
DRIVE

±45'

POPONOE RUN

N/F MARY K. MCCARTNEY
MONONGALIA COUNTY, WV
MORGANTOWN TAX DISTRICT
TAX MAP 8 PARCEL 3
DEED BOOK 516 PAGE 295

N/F JOHN ROSCOE &
AMY STRICKLAND DALE
MONONGALIA COUNTY, WV
MORGANTOWN TAX DISTRICT
TAX MAP 8 PARCEL 7
DEED BOOK 1269 PAGE 504

THIS EXHIBIT IS NOT INTENDED TO BE A PROPERTY SURVEY. IT IS
INTENDED TO BE USED FOR INFORMATION PURPOSES ONLY.

DRAWN BY: S. COPEN	DATE: 5-1-13	3			
DESIGN BY:	DATE:	2			
CHECKED BY:	DATE:	1			
APPROVED BY:	DATE:				
SCALE: 1" = 50'		REV.	DATE	BY	DESCRIPTION

Cheat Road Engineering
170 Old Cheat Road
Morgantown, WV 26508

PROJECT NAME
1319 Parkview Drive
Residential Home
Morgantown, WV

OWNER / CLIENT
Dedra Blankenship
639 Poplar Woods Drive
Morgantown, WV 26505

DRAWING TITLE
Exhibit A

PROJECT NUMBER
13-012

DRAWING NUMBER
13-012-Design
SHT. 1 OF 1

DATE
5-02-13