

AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF MORGANTOWN, GRANTOR, AND THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS, GRANTEE, AS THE SAME APPLIES TO GRANTEE'S INSTALLATION OF POWER AND LIGHT POLES NEAR THE INTERSECTION OF 1ST STREET AND HALL STREET WEST OF BEECHURST AVENUE.

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

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

**RIGHT OF WAY AGREEMENT –
1ST STREET AND HALL STREET**

THIS RIGHT OF WAY AGREEMENT is made this 14th day of June, 2012, by and between the CITY OF MORGANTOWN, a municipal corporation, GRANTOR, and the WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS, on behalf of WEST VIRGINIA UNIVERSITY, a state agency, GRANTEE.

WITNESSETH: That for and in consideration of the payment of One Dollar (\$1.00), cash in hand paid, the receipt of which his hereby acknowledged the GRANTOR does now hereby grant unto the GRANTEE a right of way for the purpose of constructing, reconstructing, installing, and re-installing power and light poles in, on, and upon that certain tract or parcel, located near the intersection of 1st Street and Hall Street west of Beechurst Avenue, situate in the North Morgantown Subdivision, Blocks 1 and 6, located in the Fourth Ward of the City of Morgantown, Monongalia County, West Virginia and more particularly described as follows:

Beginning at a point located within the intersection of the right of way of 1st Street and Hall Street, said point being further identified as the south-western outside corner of the 10' right of way, said beginning point also being further referenced, N. 78 degrees 30 minutes 03 seconds W. 22.81' from a found 2" iron pipe monument identified as the north-western corner of Lot No. 10, Block 1, of the North Morgantown Subdivision, thence running with seven outside lines of the 10' right of way, N. 07 degrees 13 minutes 59 seconds E. 10.00' to a point, thence; S. 82 degrees 46 minutes 01 seconds E. 24.96' to a point, thence; N. 15 degrees 21 minutes 40 seconds W. 15.60' to a point located on the southern right of way line of 1st Street adjoining Lot No. 1, Block 6., thence running with that adjoining right of way line; N. 70 degrees 25 minutes 49 seconds E. 10.03' to a point, thence leaving the southern right of way line of 1st Street and Lot No. 1, Block 6 running inside of the 1st Street right of way; S. 15 degrees 21 minutes 40 seconds E. 25.07' to a point located on the northern right of way line of 1st Street, Lot No. 10, Block 1, thence running with that right of way line; S. 70 degrees 25 minutes 49 seconds W. 12.82' to a point, thence leaving the right of way line of 1st Street and running into the right of way line of Hall Street; N. 82 degrees 46 minutes 01 seconds W. 26.10' to the place of beginning containing a total of 519.17 square feet more or less of right of way as surveyed by Thrasher Engineering, Daniel L. Wheeler, Professional Surveyor during the month of June 2012.

This outside description of right of way area was written on June 27, 2012 by Daniel L. Wheeler, Professional Surveyor No. 530, Thrasher Engineering Company; and further depicted in Exhibit A, attached and incorporated herein.

For the consideration aforesaid, GRANTOR does now also hereby grant and convey unto GRANTEE, its successors and assigns, a temporary construction right of way of such width as is reasonable and necessary to carry out the construction or replacement of all or part of the above described electrical power and light poles.

GRANTEE agrees to provide to GRANTOR copies of as-built drawings showing the exact location of said electrical duct bank upon completion of construction.

GRANTEE covenants and agrees to replace, restore, and return at all times said roadway to its original and former condition, or as directed by the City Engineer, after each and every excavation for maintenance, repair, or replacement of the above described power and light poles. Prior to any such excavation, GRANTEE agrees to provide reasonable notice to GRANTOR and to be in compliance with all requirements of GRANTOR as to regulations, permits, or authorizations, if any. Furthermore, GRANTEE, at its expense, covenants and agrees to relocate upon request by GRANTOR the above described power and light poles.

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

DECLARATION OF CONSIDERATION

The undersigned hereby declare that the conveyance made in the document to which this declaration is appended is exempt from taxation under the provisions of Chapter 11, Article 22 of the Code of the State of West Virginia, for the reason that it is a conveyance made to an agency of the State of West Virginia.

IN WITNESS WHEREOF, the City of Morgantown, a municipal corporation, has caused its name to be hereunto subscribed by Terrence Moore, its City Manager, by authority duly given, and the West Virginia University Board of Governors, on behalf of West Virginia

University, a state agency, has caused its name to be hereunto subscribed by Narvel G. Weese, Jr., its Vice President for Administration and Finance, by authority duly given.

CITY OF MORGANTOWN

By: _____
Terrence Moore
City Manager

WEST VIRGINIA UNIVERSITY
BOARD OF GOVERNORS, ON BEHALF OF
WEST VIRGINIA UNIVERSITY,
JAMES P. CLEMENTS, PRESIDENT

By: _____
Narvel G. Weese Jr.
Vice President for Administration and Finance

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Terrence Moore, City Manager of the City of Morgantown, acting for and on behalf of the City of Morgantown, a municipal corporation.

My commission expires: _____.

Notary Public in and for the
State of West Virginia

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by Narvel G. Weese, Jr., Vice President for Administration and Finance, acting for and on behalf of the West Virginia University Board of Governors, on behalf of West Virginia University, James P. Clements, President.

My commission expires: _____.

Notary Public in and for the
State of West Virginia

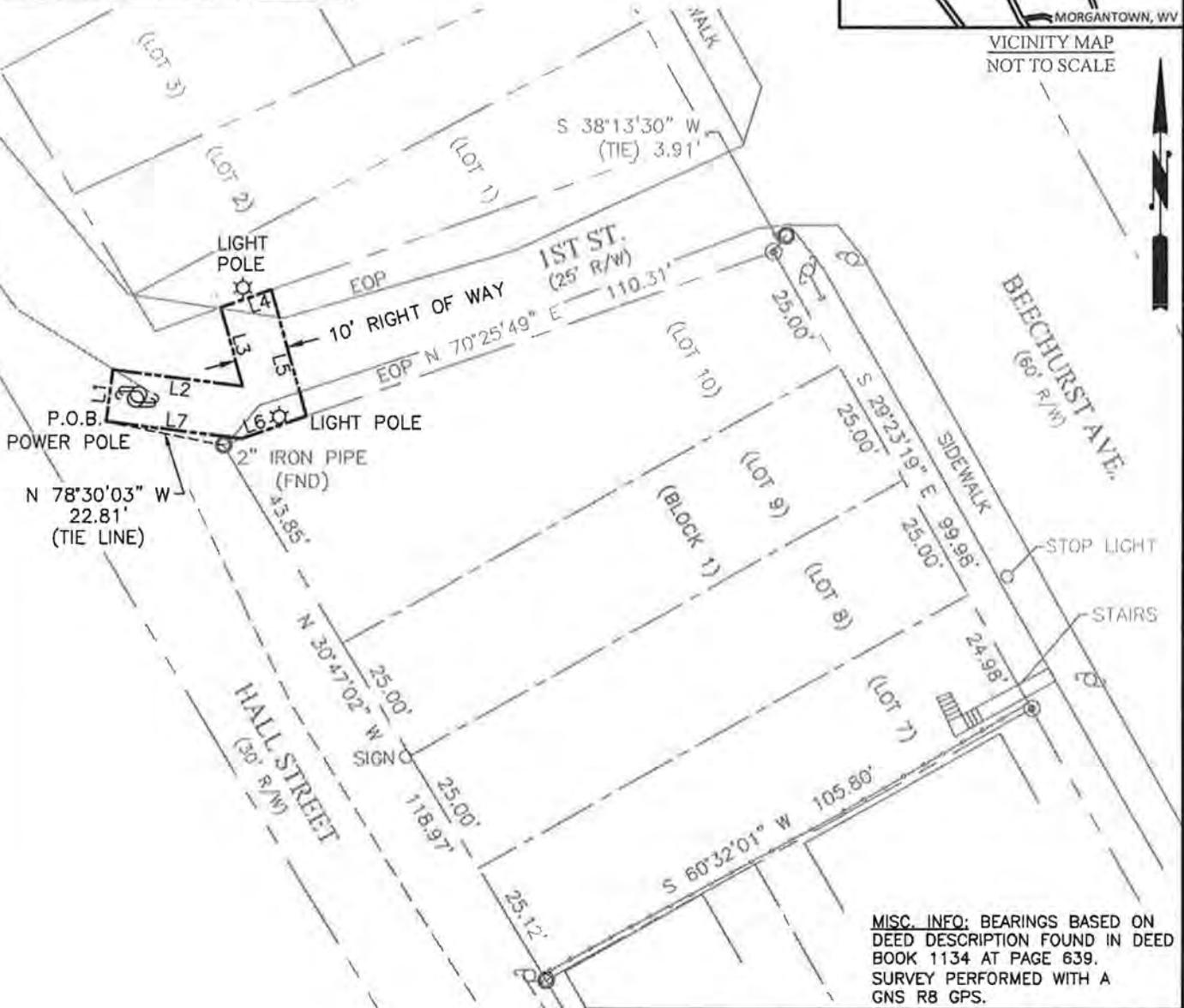
This Instrument Prepared By:
Gary G. Furbee, II
Senior Associate General Counsel
West Virginia University
WV State Bar No. 9531

LINE	BEARING	DISTANCE
L1	N 07°13'59" E	10.00'
L2	S 82°46'01" E	24.96'
L3	N 15°21'40" W	15.60'
L4	N 70°25'49" E	10.03'
L5	S 15°21'40" E	25.07'
L6	S 70°25'49" W	12.82'
L7	N 82°46'01" W	26.10'

RIGHT OF WAY AREA= 519.17 SQ.FT.



VICINITY MAP
NOT TO SCALE



MISC. INFO: BEARINGS BASED ON DEED DESCRIPTION FOUND IN DEED BOOK 1134 AT PAGE 639. SURVEY PERFORMED WITH A GNS R8 GPS.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNERS

EXHIBIT "A"
SHOWING POWER & LIGHT POLE
RIGHT OF WAY LOCATION, GRANTED BY CITY
OF MORGANTOWN, NORTH MORGANTOWN SUBDIVISION

MORGANTOWN, 4TH WARD CORP., MONONGALIA COUNTY, WEST VIRGINIA

6-6-12

REVISED
6-26-12

SCALE
1" = 30'

A

CADD FILE: R:\50-4660\SURVEY\POLE LOCATIONS.dwg

Daniel L. Wheeler, P.S. 530

THRASHER
ENGINEERING

30 COLUMBIA BLVD.
CLARKSBURG, WV 26301
PHONE 304-624-4108