

AN ORDINANCE VACATING, ABANDONING AND ANNULING AN APPROXIMATE 13' WIDE UNNAMED RIGHT-OF-WAY EXTENDING AND RUNNING A DISTANCE OF APPROXIMATELY TWO HUNDRED AND SIXTY SEVEN FEET FROM OAKLAND STREET TO HARDING AVENUE IN THE SEVENTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, NOT USED NOR USEFUL FOR STREET PURPOSES.

WHEREAS, It appears to the Common Council of the City of Morgantown, West Virginia that an approximate 13' wide unnamed right-of-way running a distance of approximately two hundred and sixty-seven feet from Oakland Street to Harding Avenue in the Seventh Ward of the City of Morgantown, Monongalia County, West Virginia, and as laid down, designated and dedicated to public use as a street on a map or plat, as shown on the Exhibit hereto attached, is not useful for street purposes, is not needed for street purposes, nor for any other public uses and purposes and it further appearing that it is in the interests of the City of Morgantown and of the public generally that an approximate 13' wide unnamed right-of-way running a distance of approximately two hundred and sixty-seven feet from Oakland Street to Harding Avenue be vacated, abandoned and annulled as a public street within said City, and it further appearing that the property of no person, firm, or corporation will be injured or damaged thereby, and that the owners of property abutting on said unnamed alley have petitioned the Common Council to vacate, abandon and annul said portion of the street.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MORGANTOWN , WEST VIRGINIA, IN REGULAR SESSION ASSEMBLED AS FOLLOWS:

- Section 1. That for the reasons hereinbefore set forth that an approximate 13' wide unnamed right-of-way running a distance of approximately two hundred and sixty-seven feet from Oakland Street to Harding Avenue in the City of Morgantown, West Virginia, is hereby vacated, abandoned and annulled and from and after the date of the adoption of this ordinance the same shall cease to be a public way or public street within the City of Morgantown, and the easement of the City of Morgantown, thereon, and thereover for street purposes is hereby vacated, abandoned and annulled, and all right, titles and interests of the City of Morgantown therein as an easement for street purposes are hereby expressly released.
- Section 2. That as set forth in Section 1 of this ordinance the easement and right-of-way of the City of Morgantown for street purposes on and over an approximate 13' wide unnamed right-of-way running a distance of approximately two hundred and sixty-seven feet from Oakland Street to Harding Avenue, as shown on the Exhibit hereto attached, is hereby vacated, abandoned and annulled.
- Section 3. That upon adoption of this ordinance the City Clerk of the City of Morgantown

shall cause a duly certified copy thereof to be recorded in the appropriate deed book in the office of the Clerk of the County Commission of Monongalia County, West Virginia, as evidence of the vacating, abandoning, and annulling of said approximate 13' by 267' right-of-way for public uses and public purposes as a public street or public way within the City of Morgantown, and said Clerk shall also file with said certified copy of said ordinance an exhibit showing the location of said street so vacated, abandoned and annulled.

Section 4. Prior to adoption of this ordinance the adjacent land owners shall pay to the City Clerk the cost of this proceeding.

Section 5. This ordinance shall be effective from the date of its adoption.

FIRST READING:

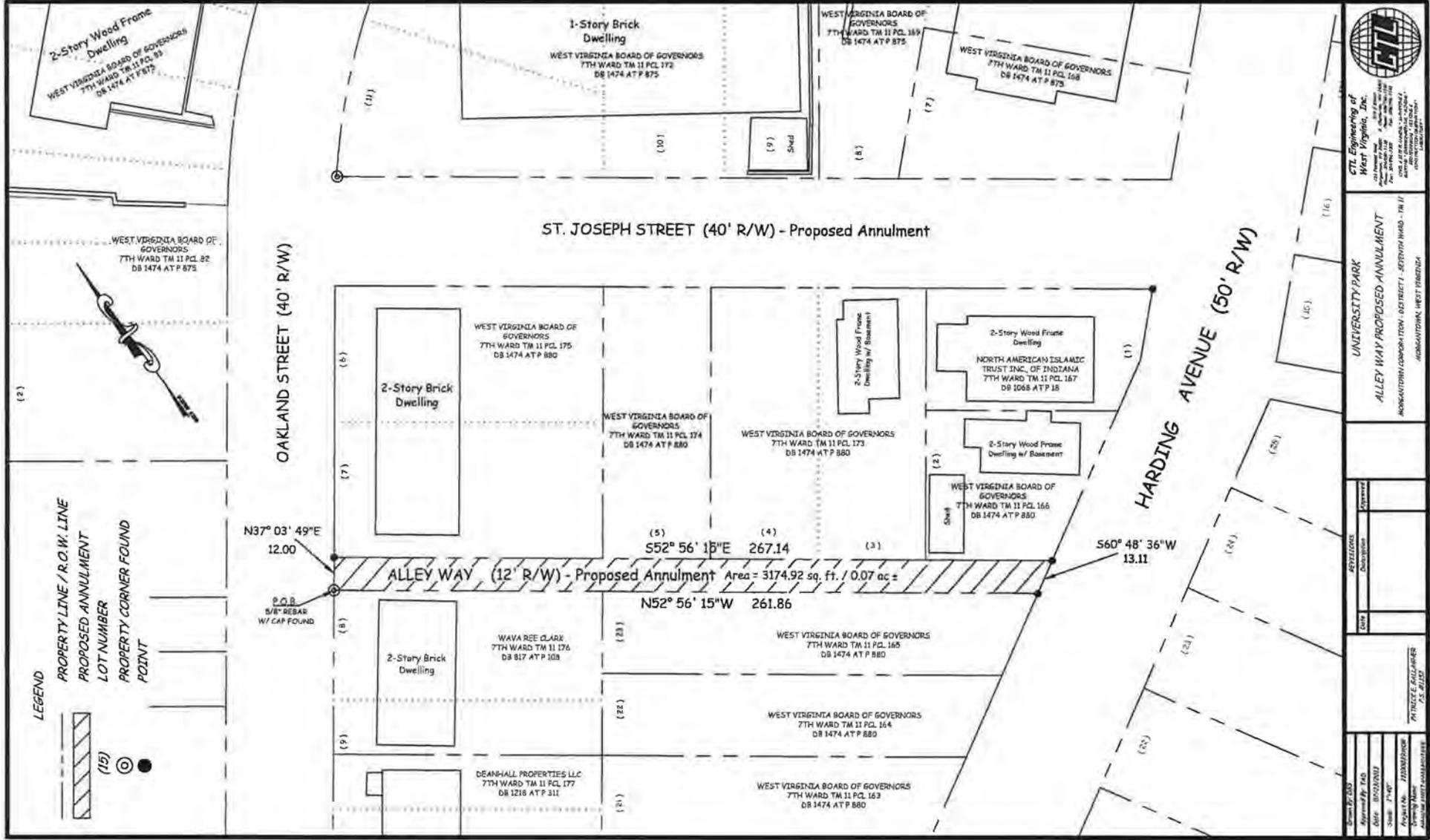
MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:



ST. JOSEPH STREET (40' R/W) - Proposed Annulment

OAKLAND STREET (40' R/W)

HARDING AVENUE (50' R/W)

ALLEY WAY (12' R/W) - Proposed Annulment Area = 3174.92 sq. ft. / 0.07 ac ±

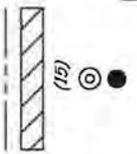
N37° 03' 49"E
12.00
P.O.B.
5/8" REBAR
W/ CAP FOUND

(5) S52° 56' 15"E 267.14

(4) N52° 56' 15"W 261.86

(3) S60° 48' 36"W 13.11

- LEGEND**
- PROPERTY LINE / R.O.W. LINE
 - PROPOSED ANNULMENT
 - LOT NUMBER
 - PROPERTY CORNER FOUND
 - POINT



CTL Engineering of West Virginia, Inc.
 1000 11th Street, Suite 100
 Charleston, WV 25302
 Phone: 304.762.1111
 Fax: 304.762.1112
 www.ctleng.com

UNIVERSITY PARK
ALLEY WAY PROPOSED ANNULMENT
 MONKATOWN CORPORATION - DISTRICT 1 - SEVENTH WARD - 7TH WARD
 ASSOCIATIONAL WEST VIRGINIA

DATE	DESCRIPTION	APPROVED

TRACEE BULLHEAR
 P.E. 01207

Drawn By: DGP	Reviewed By: TGS
Date: 07/22/2012	Scale: 1"=40'
Project No.: 1233300000	Drawing Name: ANNULMENT
Client: MONKATOWN CORPORATION	Address: 1000 11TH STREET, SUITE 100, CHARLESTON, WV 25302

Alley Way Annulment

Beginning at a 5/8" rebar with cap found at the intersection of the Eastern Right of way of Oakland Street and the Southern right of way of the Alley Way, also being the common corner of lands now of formerly owned by Wava Ree Clark (Seventh Ward, Tax Map 11, Parcel 176) (Deed Book 817, Page 108), thence

With the Eastern right of way of Oakland Street, N 37° 03' 49" E 12.00 feet to a point on the Southwestern corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 175) (Deed Book 1474, Page 880), also being on the Northern right of way of the Alley Way, thence

Leaving the Eastern right of way of Oakland Street, S 52° 56' 15" E 267.14 feet to a point on the Southeastern corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 166) (Deed Book 1474, Page 880), said point also being the intersection of the Northern right of way of the Alley Way, and the Northern right of way of Harding Avenue, thence

With the Northern right of way of Harding Avenue, S 60° 48' 36" W 13.11 feet to a point on the Southeastern corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 165) (Deed Book 1474, Page 880), said point also being the intersection of the Southern right of way of the Alley Way, and the Northern right of way of Harding Avenue, thence

Leaving the Northern right of way of Harding Avenue, N 52° 56' 15" W 261.86 feet to the point of beginning, containing 3,174.92 sq. feet, or 0.07 acres, more or less.

THIS AGREEMENT made this _____ day of August 2013, by and between: WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, an agency and higher education institution of the State of West Virginia, and WAVA REE CLARK, parties of the first part, grantors, and THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, party of the second part, grantee.

Parties of the first part, grantors, and THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, part of the second part, grantee.

WITNESSETH

THAT WHEREAS, the grantors are the owners of the following lots and parcels of land, situate in the 7th Ward of the City of Morgantown, Monongalia County, West Virginia.

ENTER PARCELS

Map 11, Parcel 165

Map 11, Parcel 166

Map 11, Parcel 173

Map 11, Parcel 174

Map 11, Parcel 175

Map 11, Parcel 176

WHEREAS, the said grantors have petitioned the Common Council of the City of Morgantown for an annulment, have filed this agreement in duplicate, and have paid the required fees, the street to be annulled being:

Beginning at a 5/8" rebar with cap found at the intersection of the Eastern Right of way of Oakland Street and the Southern right of way of the Alley Way, also being the common corner of lands now of formerly owned by Wava Ree Clark (Seventh Ward, Tax Map 11, Parcel 176) (Deed Book 817, Page 108), thence

With the Eastern right of way of Oakland Street, N 37⁰ 03' 49" E 12.00 feet to a

point on the Southwestern corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 175) (Deed Book 1474, Page 880), also being on the Northern right of way of the Alley Way, thence

Leaving the Eastern right of way of Oakland Street, S 52⁰ 56' 15" E 267.14 feet to

a point on the Southeastern corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 166) (Deed Book 1474, Page 880), said point also being the intersection of the Northern right of way of the Alley Way, and the Northern right of way of Harding Avenue, thence

With the Northern right of way of Harding Avenue, S 60⁰ 48' 36" W 13.11 feet to a

point on the Southeastern corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 165) (Deed Book 1474, Page 880), said point also being the intersection of the Southern right of way of the Alley Way, and the Northern right of way of Harding Avenue, thence

Leaving the Northern right of way of Harding Avenue, N 52⁰ 56' 15" W 261.86 feet

to the point of beginning, containing 3,174.92 sq. feet, or 0.07 acres, more or less.

WHEREAS, it appears that said street is not used nor useful as a public way

within the City of Morgantown, West Virginia, and is not necessary for public uses and purposes, and that the rights of the public will not be prejudiced by such an annulment, that the property of no person will be injured by the same, and that such annulment will promote public interest; and,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by each of the parties hereto to the other, and other good and valuable considerations, including the annulment of said street and the release and quit clam for street and utility purposes, the parties hereto mutually covenant and agree as follows:

1. A map or plat showing the part of the public way so vacated, abandoned, and annulled is attached to this agreement as a part hereof and to be recorded herewith.

2. For the considerations aforesaid the said grantee, The City of Morgantown, West Virginia, hereby releases and quit claims, unto the said grantors their heirs, personal representatives, successors and assigns, all of its easements and rights of way for street and utility purposes in said annulled public way so that the said grantors shall have that moiety or part of said public way so vacated, abandoned, and annulled which is adjacent to her/ /their/its property for her/ /their/its full use and enjoyment in fee simple.

3. The parties hereto further covenant and agree as follows: N/A

WITNESS the following signatures and seals:

_____ (SEAL)
Wava Ree Clark

West Virginia University Board of Governors on behalf of West Virginia University

By: _____(SEAL)
Narvel G. Weese, Jr.,
Vice President of Administration and Finance

THE CITY OF MORGANTOWN, WEST VIRGINIA, a municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for
the County and State aforesaid do certify that the foregoing writing bearing date
the _____ day of August 2013, was
acknowledged before me by Wava Ree Clark.

Given under my hand and notarial seal this _____ day of
August 2013.

My commission expires _____

Notary Public

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for
the County and State aforesaid do certify that Narvel G. Weese, Jr., Vice

President of Administration and Finance, who signed the foregoing writing bearing date the _____ day of August 2013, for West Virginia University Board of Governors on behalf of West Virginia University, an agency and higher education institution of the State of West Virginia, has this day in my said County before me acknowledged the said writing to be the act and deed of said institution.

Given under my hand and notarial seal this _____ day of August 2013.

My commission expires _____.

Notary Public

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for the County and State aforesaid do certify that _____, who signed the foregoing writing bearing date the _____ day of August 2013, for The City of Morgantown, a municipal corporation, has this day in my said County before me acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal this _____ day of August 2013.

My commission expires _____.

Notary Public

AN ORDINANCE VACATING, ABANDONING AND ANNULLING A 40' WIDE RIGHT-OF-WAY KNOWN AS ST. JOSEPH STREET, EXTENDING AND RUNNING A DISTANCE OF APPROXIMATELY THREE HUNDRED AND TEN FEET FROM OAKLAND STREET TO HARDING AVENUE, IN THE SEVENTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, NOT USED NOR USEFUL FOR STREET PURPOSES.

WHEREAS, It appears to the Common Council of the City of Morgantown, West Virginia that a 40' wide right-of-way, known as St. Joseph Street extending and running a distance of approximately three hundred and ten feet from Oakland Street to Harding Avenue in the Seventh Ward of the City of Morgantown, Monongalia County, West Virginia, and as laid down, designated and dedicated to public use as a street on a map or plat, as shown on the Exhibit hereto attached, is not useful for street purposes, is not needed for street purposes, nor for any other public uses and purposes and it further appearing that it is in the interests of the City of Morgantown and of the public generally that a 40' wide right-of-way known as St. Joseph Street running a distance of approximately three hundred and ten feet from Oakland Street to Harding Avenue, be vacated, abandoned, and annulled as a public street within said City, and it further appearing that the property of no person, firm, or corporation will be injured or damaged thereby, and that the owners of property abutting on said street have petitioned the Common Council to vacate, abandon and annul said street.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA, IN REGULAR SESSION ASSEMBLED AS FOLLOWS:

- Section 1: That for the reasons hereinbefore set forth that a 40' wide right-of-way known as St. Joseph Street running a distance of approximately three hundred and ten feet from Oakland Street to Harding Avenue in the City of Morgantown, West Virginia, is hereby vacated, abandoned and annulled and from and after the date of the adoption of this ordinance the same shall cease to be a public way or public street within the City of Morgantown, and the easement of the City of Morgantown therein, thereon, and thereover for street purposes is hereby vacated, abandoned and annulled, and all right, titles and interests of the City of Morgantown therein as an easement for street purposes are hereby expressly released.
- Section 2. That as set forth in Section 1 of this ordinance the easement and right-of-way of the City of Morgantown for street purposes on and over a 40' wide right-of-way known as St. Joseph Street and running a distance of approximately three hundred and ten feet from Oakland Street to Harding Avenue, as shown on the Exhibit hereto attached, is hereby vacated, abandoned and annulled.
- Section 3. That upon the adoption of this ordinance the City Clerk of the City of

Morgantown shall cause a duly certified copy thereof to be recorded in the appropriate deed book in the office of the Clerk of the County Commission of Monongalia County, West Virginia, as evidence of the vacating, abandoning, and annulling of said 40' by 310' right-of-way for public uses and public purposes as a public street or public way within the City of Morgantown, and said Clerk shall also file with said certified copy of said ordinance an exhibit showing the location of said street so vacated, abandoned and annulled.

Section 4. Prior to adoption of this ordinance the adjacent land owners shall pay to the City Clerk the cost of this proceeding.

Section 5. This ordinance shall be effective on January 1, 2014.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

St. Joseph Street Annulment

Beginning at a 1/2" rebar found at the intersection of the Eastern right of way of Country Club Drive and the Northern right of way of St. Joseph Street, said corner also being the Southwestern corner of the lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 172) (Deed Book 1474, Page 875), thence

With the lands of The West Virginia University Board of Governors, S 52° 56' 20" E 310.15 feet to a point at the intersection of the Northern right of way of St. Joseph Street, and the Western right of way of Harding Avenue, and also being a common corner to lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 168) (Deed Book 1474, Page 875), thence

With the Western right of way of Harding Avenue, S 46° 57' 01" W 40.60 feet to a point at the intersection of the Southern right of way of St. Joseph Street and the Western right of way of Harding Avenue, also being a common corner to lands now or formerly owned by North American Islamic Trust Inc. of Indiana (Seventh Ward, Tax Map 11, Parcel 167) (Deed Book 1068, Page 18), thence

Leaving the right of way of Harding Avenue, N 52° 56' 20" W 303.96 feet to a point at the intersection of the Southern right of way of St. Joseph Street and the Eastern right of way of Oakland Street, and also being the common corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 175) (Deed Book 1474, Page 880), thence

With the Eastern right of way of Oakland Street, N 38° 11' 01" E 40.00 feet to the point of beginning, containing 12,283 sq. feet, or 0.28 acres, more or less.

THIS AGREEMENT made this _____ day of August 2013, by and between: WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, an agency and higher education institution of the State of West Virginia, and THE NORTH AMERICAN ISLAMIC TRUST INC., parties of the first part, grantors, and THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, party of the second part, grantee.

Parties of the first part, grantors, and THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, part of the second part, grantee.

WITNESSETH

THAT WHEREAS, the grantors are the owners of the following lots and parcels of land, situate in the 7th Ward of the City of Morgantown, Monongalia County, West Virginia.

ENTER PARCELS

Map 11, Parcel 167

Map 11, Parcel 168

Map 11, Parcel 172

Map 11, Parcel 173

Map 11, Parcel 174

Map 11, Parcel 175

WHEREAS, the said grantors have petitioned the Common Council of the City of Morgantown for an annulment, have filed this agreement in duplicate, and have paid the required fees, the street to be annulled being:

Beginning at a 1/2" rebar found at the intersection of the Eastern right of way of Country Club Drive and the Northern right of way of St. Joseph Street, said corner also being the Southwestern corner of the lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 172) (Deed Book 1474, Page 875), thence

With the lands of The West Virginia University Board of Governors, S 52⁰ 56' 20" E

310.15 feet to a point at the intersection of the Northern right of way of St. Joseph Street, and the Western right of way of Harding Avenue, and also being a common corner to lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 168) (Deed Book 1474, Page 875), thence

With the Western right of way of Harding Avenue, S 46⁰ 57' 01" W 40.60 feet to a

point at the intersection of the Southern right of way of St. Joseph Street and the Western right of way of Harding Avenue, also being a common corner to lands now or formerly owned by North American Islamic Trust Inc. of Indiana (Seventh Ward, Tax Map 11, Parcel 167) (Deed Book 1068, Page 18), thence

Leaving the right of way of Harding Avenue, N 52⁰ 56' 20" W 303.96 feet to a point

at the intersection of the Southern right of way of St. Joseph Street and the Eastern right of way of Oakland Street, and also being the common corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 175) (Deed Book 1474, Page 880), thence

With the Eastern right of way of Oakland Street, N 38⁰ 11' 01" E 40.00 feet to the

point of beginning, containing 12,283 sq. feet, or 0.28 acres, more or less.

WHEREAS, it appears that said street is not used nor useful as a public way

within the City of Morgantown, West Virginia, and is not necessary for public uses and purposes, and that the rights of the public will not be prejudiced by such an annulment, that the property of no person will be injured by the same, and that such annulment will promote public interest; and,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by each of the parties hereto to the other, and other good and valuable considerations, including the annulment of said street and the release and quit clam for street and utility purposes, the parties hereto mutually covenant and agree as follows:

1. A map or plat showing the part of the public way so vacated, abandoned, and annulled is attached to this agreement as a part hereof and to be recorded herewith.

2. For the considerations aforesaid the said grantee, The City of Morgantown, West Virginia, hereby releases and quit claims, unto the said grantors their heirs, personal representatives, successors and assigns, all of its easements and rights of way for street and utility purposes in said annulled public way so that the said grantors shall have that moiety or part of said public way so vacated, abandoned, and annulled which is adjacent to its/their property for its/their full use and enjoyment in fee simple.

3. The parties hereto further covenant and agree as follows: N/A

WITNESS the following signatures and seals:

The North American Islamic Trust Inc.

By: _____(SEAL)

West Virginia University Board of Governors on behalf of West Virginia University

By: _____(SEAL)
Narvel G. Weese, Jr.,
Vice President of Administration and Finance

THE CITY OF MORGANTOWN, WEST VIRGINIA, a municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for
the County and State aforesaid do certify that _____,
_____, who signed the foregoing writing
bearing date the _____ day of August 2013,
for The North American Islamic Trust, Inc., an Indiana corporation, has this day
in my said County before me acknowledged the said writing to be the act and
deed of said corporation.

Given under my hand and notarial seal this _____ day of
August 2013.

My commission expires _____.

Notary Public

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for
the County and State aforesaid do certify that Narvel G. Weese, Jr., Vice
President of Administration and Finance, who signed the foregoing writing

bearing date the _____ day of August 2013,
for West Virginia University Board of Governors on behalf of West Virginia
University, an agency and higher education institution of the State
of West Virginia, has this day in my said County before me acknowledged the
said writing to be the act and deed of said institution.

Given under my hand and notarial seal this _____ day of
August 2013.

My commission expires _____.

Notary Public

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for
the County and State aforesaid do certify that _____, who
signed the foregoing writing bearing date the _____ day of August 2013,
for The City of Morgantown, a municipal corporation, has this day in my said
County before me acknowledged the said writing to be the act and deed of said
corporation.

Given under my hand and notarial seal this _____ day of
August 2013.

My commission expires _____.

Notary Public

AN ORDINANCE VACATING, ABANDONING AND ANNULLING A 40' WIDE RIGHT-OF-WAY KNOWN AS HARDING AVENUE EXTENSION EXTENDING AND RUNNING A DISTANCE OF APPROXIMATELY ONE HUNDRED AND SEVENTEEN FEET TO REALTY OWNED BY THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS FROM THE INTERSECTION OF COUNTRY CLUB DRIVE AND HARDING AVENUE IN THE SEVENTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, NOT USED NOR USEFUL FOR STREET PURPOSES.

WHEREAS, It appears to the Common Council of the City of Morgantown, West Virginia that a 40' wide right-of-way known as Harding Avenue Extension running a distance of approximately one hundred and seventeen feet to realty owned by West Virginia University Board of Governors from the intersection of Country Club Drive and Harding Avenue in the Seventh Ward of the City of Morgantown, Monongalia County, West Virginia, and as laid down, designated and dedicated to public use as a street on a map or plat, as shown on the Exhibit hereto attached, is not useful for street purposes, is not needed for street purposes, nor for any other public uses and purposes and it further appearing that it is in the interests of the City of Morgantown and of the public generally that a 40' wide right-of-way, known as Harding Avenue Extension, running a distance of approximately one hundred and seventeen feet to realty owned by the West Virginia University Board of Governors from the intersection of Country Club Drive and Harding Avenue, be vacated, abandoned and annulled as a public street within said City, and it further appearing that the property of no person, firm, or corporation will be injured or damaged thereby, and that the owners of property abutting on said Harding Avenue Extension have petitioned the Common Council to vacate, abandon and annul said portion of the street.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA, IN REGULAR SESSION ASSEMBLED AS FOLLOWS:

- Section 1. That for reasons hereinbefore set forth that a 40' wide right-of-way, known as Harding Avenue Extension, running a distance of approximately one hundred and seventeen feet to realty owned by the West Virginia University Board of Governors from the intersection of Country Club Drive and Harding Avenue in the Seventh Ward of the City of Morgantown, West Virginia, is hereby vacated, abandoned and annulled and from and after the date of the adoption of this ordinance the same shall cease to be a public way or public street within the City of Morgantown, and the easement of the City of Morgantown therein, thereon, and thereover for street purposes is hereby vacated, abandoned and annulled, and all right, titles and interests of the City of Morgantown therein as an easement for street purposes are hereby expressly released.
- Section 2. That as set forth in Section 1 of this ordinance the easement and right-of-way of the City of Morgantown for street purposes on and over a 40' wide right-of-way,

known as Harding Avenue Extension, and running a distance of approximately one hundred seventeen feet to realty owned by West Virginia University Board of Governors from the intersection of Country Club Drive and Harding Avenue, as shown on the Exhibit hereto attached, is hereby vacated, abandoned and annulled.

Section 3. That upon the adoption of this ordinance the City Clerk of the City of Morgantown shall cause a duly certified copy thereof to be recorded in the appropriate deed book in the office of the Clerk of the County Commission of Monongalia County, West Virginia, as evidence of the vacating, abandoning and annulling of said 40' by 117' right-of-way for public uses and public purposes as a public street or public way within the City of Morgantown, and said Clerk shall also file with said certified copy of said ordinance an exhibit showing the location of said street so vacated, abandoned and annulled.

Section 4. Prior to adoption of this ordinance the adjacent land owners shall pay to the City Clerk the cost of this proceeding.

Section 5. This ordinance shall be effective from the date of its adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

Harding Avenue Extension Annulment

Beginning at a point at the intersection of the Northern right of way of Country Club Drive, and the Western right of way of Harding Avenue Extension, and also being the Southeastern Corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 85) (Deed Book 1474, Page 880), thence

With the lands of The West Virginia University Board of Governors, N 09° 36' 37" E 117.91 feet to a point, thence

With the lands now or formerly owned by the West Virginia University Board of Governors (Seventh Ward, Tax Map 6, Parcel 74) (Deed Book 1233, Page 165), S 78° 52' 25" E 40.02 feet to a point at the Northwestern corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 86) (Deed Book 1474, Page 880), thence

With the lands of The West Virginia University Board of Governors, S 09° 36' 37" W 116.85 feet to a point on the Northern right of way of Country Club Drive, thence

With the Northern right of way of Country Club Drive, N 80° 23' 23" W 40.00 feet to the point of beginning, containing 4,696.34 sq. feet, or 0.11 acres, plus or minus.

Conditions and Instructions for Annulment

1. It is recommended that the applicant consult with the city engineer to review the possibility of annulment.

Some considerations for annulment are:

- a. Must not land lock any properties;
 - b. Requires Plat/s of Survey;
 - c. Requires signature of ALL adjacent property owners;
 - d. Signatures must be notarized;
 - e. \$100.00 fee for annulment;
 - f. Requires approval of the City Engineer and City Council;
 - g. Permanent Right-of-Way will be maintained;
 - h. No permanent structures can be built on the annulled area. If utilities do or do not exist within the right-of-way, the annulment ordinance retains a permanent Right-of-Way.
 - i. The city does retain the right to open the annulled right-of-way for public use at such a point in time as deemed necessary.
2. Applicant must apply for annulment at the office of the City Engineer. Forms available at the office of the city engineer.
 3. The applicant must have a survey plat showing the property lines and the area to be considered for annulment must be submitted at the time of application.
 4. A non-refundable fee of \$100.00 is required with the application.
 5. The city attorney will prepare a draft ordinance for the annulment which will go before the Committee of the Whole (meets last Tuesday of each month).
 6. Upon release from the Committee of the Whole, the ordinance must be read and approved by City Council (meets on 1st and 3rd Tuesdays of each month).
 7. The ordinance must be read and approved at two city council meetings.
 8. Once final approval by city council is granted, the ordinance must be submitted to the city clerk for recording and copied to the city engineer.
 9. The annulment must also be recorded at the court house.

Permanent Release Annulment requires all of the above plus letters from each utility company stating that they have no need and will not need the right-of-way at any point in the future. The letters need to be signed by an authorized company representative for each utility and must be submitted with the application for annulment.

THIS AGREEMENT made this _____ day of August 2013, by and between: WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, an agency and higher education institution of the State of West Virginia, party of the first part, grantor, and THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, party of the second part, grantee.

Party of the first part, grantor, and THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, part of the second part, grantee.

WITNESSETH

THAT WHEREAS, the grantor is the owner of the following lots and parcels of land, situate in the 7th Ward of the City of Morgantown, Monongalia County, West Virginia.

ENTER PARCELS

Map 11, Parcel 85

Map 11, Parcel 86

WHEREAS, the said grantor has petitioned the Common Council of the City of Morgantown for an annulment, has filed this agreement in duplicate, and has paid the required fees, the street to be annulled being:

Beginning at a point at the intersection of the Northern right of way of Country Club Drive, and the Western right of way of Harding Avenue Extension, and also being the Southeastern Corner of lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 85) (Deed Book 1474, Page 880), thence

With the lands of The West Virginia University Board of Governors, N 09° 36' 37" E

117.91 feet to a point, thence

With the lands now or formerly owned by the West Virginia University Board of Governors (Seventh Ward, Tax Map 6, Parcel 74) (Deed Book 1233, Page 165), S

78° 52' 25" E 40.02 feet to a point at the Northwestern corner of lands now or

formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 86) (Deed Book 1474, Page 880), thence

With the lands of The West Virginia University Board of Governors, S 09° 36' 37"

W 116.85 feet to a point on the Northern right of way of Country Club Drive, thence

With the Northern right of way of Country Club Drive, N 80° 23' 23" W 40.00 feet to

the point of beginning, containing 4,696.34 sq. feet, or 0.11 acres, plus or minus.

WHEREAS, it appears that said street is not used nor useful as a public way within the City of Morgantown, West Virginia, and is not necessary for public uses and purposes, and that the rights of the public will not be prejudiced by such an annulment, that the property of no person will be injured by the same, and that such annulment will promote public interest; and,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by each of

the parties hereto to the other, and other good and valuable considerations, including the annulment of said street and the release and quit clam for street and utility purposes, the parties hereto mutually covenant and agree as follows:

1. A map or plat showing the part of the public way so vacated, abandoned, and annulled is attached to this agreement as a part hereof and to be recorded herewith.

2. For the considerations aforesaid the said grantee, The City of Morgantown, West Virginia, hereby releases and quit claims, unto the said grantors their heirs, personal representatives, successors and assigns, all of its easements and rights of way for street and utility purposes in said annulled public way so that the said grantors shall have that moiety or part of said public way so vacated, abandoned, and annulled which is adjacent to its/their property for its/their full use and enjoyment in fee simple.

3. The parties hereto further covenant and agree as follows: N/A

WITNESS the following signatures and seals:

West Virginia University Board of Governors on behalf of West Virginia University

By: _____(SEAL)
Navel G. Weese, Jr.,
Vice President of Administration and Finance

THE CITY OF MORGANTOWN, WEST VIRGINIA, a municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for the County and State aforesaid do certify that Narvel G. Weese, Jr., Vice President of Administration and Finance, who signed the foregoing writing bearing date the _____ day of August 2013, for West Virginia University Board of Governors on behalf of West Virginia University, an agency and higher education institution of the State of West Virginia, has this day in my said County before me acknowledged the said writing to be the act and deed of said institution.

Given under my hand and notarial seal this _____ day of August 2013.

My commission expires _____.

Notary Public

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for the County and State aforesaid do certify that _____, who signed the foregoing writing bearing date the _____ day of August 2013, for The City of Morgantown, a municipal corporation, has this day in my said County before me acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal this _____ day of August 2013.

My commission expires _____.

Notary Public

AN ORDINANCE BY THE CITY OF MORGANTOWN VACATING, ABANDONING, AND ANNULUNG PARTS OR PORTIONS OF COUNTRY CLUB DRIVE AND ACCEPTING THE DEDICATION OF ADDITIONS TO COUNTRY CLUB DRIVE, LOCATED AND SITUATE IN THE SEVENTH WARD OF THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA, IN CONJUNCTION WITH THE PARTIAL REALIGNMENT AND RELOCATION OF COUNTRY CLUB DRIVE;

WHEREAS, the Common Council ("Council") of The City of Morgantown, West Virginia ("City"), finds and makes a legislative determination that Country Club Drive ("Street") is a publicly dedicated and accepted easement and right-of-way for, among other purposes, street purposes, that is shown, illustrated, and depicted on, among other maps or plats of record in the Office of the Clerk of the County Commission of Monongalia County, West Virginia ("Clerk's Office"); and

WHEREAS, the Council finds and makes a legislative determination that the Street is located and situate within the Seventh Ward of the municipal limits of the City, Monongalia County, West Virginia; and

WHEREAS, the Council finds and makes a legislative determination that a part or portion of the Street is adjoined on either side by property of West Virginia University Board of Governors on behalf of West Virginia University, an agency and higher education institution of the State of West Virginia ("WVU"); and

WHEREAS, the Council finds and makes a legislative determination that it is in the best interests of the City and the public generally that the Street be partially realigned and relocated; and

WHEREAS, the Council finds and makes a legislative determination that to effect the partial realignment and relocation of the Street, a separate and distinct part or portion of the Street must be vacated, abandoned, and annulled by the City; and

WHEREAS, the Council finds and makes a legislative determination that to effect the partial realignment and relocation of the Street, a separate and distinct part or portion of the property of WVU must be dedicated by WVU to the City and accepted by the City for, among other purposes, street purposes; and

WHEREAS, a map or plat prepared by CTL Engineering of West Virginia, Inc., a reproduction of which is appended to this Ordinance as Exhibit No. 1 and incorporated into this Ordinance by this reference ("Exhibit Plat"), shows, illustrates, and depicts (a) the separate and distinct parts or portions of the Street that must be vacated, abandoned, and annulled by the City to effect the partial realignment and relocation of the Street ("Vacated Parcel") and (b) the separate and distinct parts or portions of the property of WVU that must be dedicated by WVU to the City and accepted by the City to effect the partial realignment and relocation of the Street ("Dedicated Parcel"); and

WHEREAS, the Council finds and makes a legislative determination that, in conjunction with the realignment and relocation of the Street, the Vacated Parcel is not presently used, useful, or needed for street purposes or any other public uses or purposes; and

WHEREAS, the Council finds and makes a legislative determination that, in conjunction with the partial realignment and relocation of the Street, the Vacated Parcel shall not subsequently be used, useful, or needed for street purposes or any other public uses or purposes; and

WHEREAS, the Council finds and makes a legislative determination that, in conjunction with the partial realignment and relocation of the Street, no party nor any property of any party will be injured or damaged by either the partial realignment and relocation of the Street or the vacation, abandonment, and annulment of the Vacated Parcel; and

WHEREAS, the Council finds and makes a legislative determination that, in conjunction with the partial realignment and relocation of the Street, it is in the best interests of the City and the public generally that the Street be partially realigned and relocated and that the Vacated Parcel be vacated, abandoned, and annulled by the City for street purposes and any and all other public uses or purposes; and

WHEREAS, the Council finds and makes a legislative determination that, in conjunction with the partial realignment and relocation of the Street, it is in the best interests of the City and the public generally that the Dedicated Parcel be dedicated by WVU to the City and accepted by the City for, among other purposes, street purposes, all as more particularly set forth in that certain Easement Dedication from WVU dated of even date herewith and to be recorded simultaneously herewith.

NOW, THEREFORE, it is ordained by the Council, in regular session, duly and properly assembled, as follows:

Section 1. The findings and legislative determinations of the Council set forth and contained in the above recitals are incorporated and integrated into this Ordinance by this reference and adopted, confirmed, and affirmed as findings and legislative determinations of the Council.

Section 2. The Exhibit Plat is incorporated and integrated into this Ordinance by this reference.

Section 3. The Vacated Parcel is described as follows:

Beginning at a 1/2" rebar found at the intersection of the Eastern right of way of Country Club Drive and the Northern right of way of St. Joseph Street, said corner also being the Southwestern corner of the lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 172) (Deed Book 1474, Page 875), thence

Bearing N 49° 25' 42" W 40.00 feet to a point on the Western right of way of Country Club Drive,

thence

With the Western right of way of Country Club Drive, with a curve to the right, having a radius of

300.00 feet, an arc length of 304.63 feet, and a chord bearing N 69° 36' 34" E 291.71 feet to a

point on the Northern right of way of Country Club Drive, thence

With the Northern right of way of Country Club Drive, S 80° 23' 23" E 291.22 feet to a point on the

Northern right of way of Country Club Drive, thence

Leaving the Northern right of way of Country Club Drive, S 46° 41' 45" W 108.07 feet to a point at

the intersection of the Southern right of way of Country Club Drive, and the Western right of way of Harding Avenue, and also being the Easternmost corner of the lands now or formerly owned by

The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 171) (Deed Book 1474, Page 875), thence

with the Southern right of way of Country Club Drive, N 17^o 06'05" W 51.74 feet to a point, thence

N 80^o 23'23" W 202.45 feet to a point, thence

With a curve to the left, having a radius of 260.00 feet, an arc length of 263.74 feet, and a chord

bearing S 69^o 34' 17" W 252.58 feet to the point of beginning, containing 23,750.02 sq. feet, or

0.55 acres, plus or minus.

Section 4. Upon the Effective Date of this Ordinance, for the reasons set forth and contained in the above recitals, the easement and right-of-way of the City for street purposes and any and all other public uses or purposes in, of, and to the Vacated Parcel is and shall be vacated, abandoned, and annulled by the City, with the intent and effect that subsequent to the Effective Date of the adoption of this Ordinance, the Vacated Parcel shall cease to be a part or portion of a public easement and right-of-way or public street.

Section 5. Upon the Effective Date of this Ordinance, any and all right, title, interest, claim, and estate of the City, of any and every nature, kind, character, manner, and description, in, of, and to the Vacated Parcel is and shall be cancelled, terminated, vacated, abandoned, annulled, released, and relinquished in favor of and for the benefit of WVU and its successors and assigns.

Section 6. The City shall not keep, except, reserve, or retain any utility easements or rights-of-way in, on, over, upon, under, through, or across the Vacated Parcel of any nature, kind, character, manner, or description.

Section 7. The dedication of the Dedicated Parcel to the City for, among other purposes, street purposes, is accepted by the City and no subsequent or further acts other than (1) the adoption of this Ordinance by the City, and (2) the execution, recordation, and delivery by WVU of the Easement Declaration, shall be requisite to effect such acceptance, even in the event that the Easement Declaration shall be executed, delivered, or placed of record subsequent to the adoption of this Ordinance.

Section 8. Within ten (10) days of the adoption of this Ordinance, WVU shall execute and cause to be recorded in the Clerk's Office and subsequently deliver to the City an easement declaration substantially identical in form, substance, and content to the proforma easement declaration appended to this Ordinance as Exhibit No. 2 and incorporated into this Ordinance by this reference ("Easement Declaration").

Section 9. The Dedicated Parcel is described as follows:

Beginning at a 1/2" rebar found at the intersection of the Southeastern right of way of Country Club Drive and the Northern right of way of St. Joseph Street, said corner also being the Southwestern corner of the lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 172) (Deed Book 1474, Page 875), thence

Bearing N 49° 25' 42" W 40.00 feet to a point on the Northernmost right of way of Country Club

Drive, thence

With the Northernmost right of way of Country Club Drive, N 37° 04' 31" E 70.46 feet to a point,

thence

N 33° 55' 45" E 43.01 feet to a point, thence

With a curve to the right, having a radius of 88.44 feet, an arc length of 150.04 feet, and a chord

bearing N 85° 09' 46" E 132.68 feet to a point, thence

S 45° 20' 44" E 284.89 feet to a point on the Northernmost right of way of Harding Avenue,

thence

With the right of way of Harding Avenue, S 46° 41' 45" W 40.03 feet to a point, thence

Leaving the right of way of Harding Avenue, N 45° 20' 44" W 281.07 feet to a point, thence

With a curve to the left, having a radius of 48.44 feet, an arc length of 83.17 feet, and a chord bearing S 86° 40' 28" W 73.32 feet to a point, thence

S 33° 55' 45" W 43.05 feet to a point, thence

S 37° 04' 31" W 74.00 feet to the point of beginning, containing 20,594 sq. feet, or 0.47 acres,

more or less.

Section 10. Upon the adoption of this Ordinance, the City Clerk shall provide a certified photocopy of this Ordinance to counsel for WVU for the purpose of such counsel admitting the same of record in the Clerk's Office as evidence of, among other matters, the vacation, abandonment, and annulment of a part or portion of the Street.

Section 11. This Ordinance shall be effective upon January 1, 2014 (the "Effective Date").

First Reading: _____, 2013

Second Reading: _____, 2013

Adopted: _____, 2013

Filed: _____, 2013

Recorded: _____, 2013

Mayor

City Clerk

Descriptions for Proposed Annulments & Relocation

Country Club Drive Annulment

Beginning at a 1/2" rebar found at the intersection of the Eastern right of way of Country Club Drive and the Northern right of way of St. Joseph Street, said corner also being the Southwestern corner of the lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 172) (Deed Book 1474, Page 875), thence

Bearing N 49° 25' 42" W 40.00 feet to a point on the Western right of way of Country Club Drive, thence

With the Western right of way of Country Club Drive, with a curve to the right, having a radius of 300.00 feet, an arc length of 304.63 feet, and a chord bearing N 69° 36' 34" E 291.71 feet to a point on the Northern right of way of Country Club Drive, thence

With the Northern right of way of Country Club Drive, S 80° 23' 23" E 291.22 feet to a point on the Northern right of Country Club Drive, thence

Leaving the Northern right of way of Country Club Drive, S 46° 41' 45" W 108.07 feet to a point at the intersection of the Southern right of way of Country Club Drive, and the Western right of way of Harding Avenue, and also being the Easternmost corner of the lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 171) (Deed Book 1474, Page 875), thence

Thence with the Southern right of way of Country Club Drive, N 17° 06' 05" W 51.74 feet to a point, thence

N 80° 23' 23" W 202.45 feet to a point, thence

With a curve to the left, having a radius of 260.00 feet, an arc length of 263.74 feet, and a chord bearing S 69° 34' 17" W 252.58 feet to the point of beginning, containing 23,750.02 sq. feet, or 0.55 acres, plus or minus.

Proposed Relocation of Country Club Drive

Beginning at a 1/2" rebar found at the intersection of the SouthEastern right of way of Country Club Drive and the Northern right of way of St. Joseph Street, said corner also being the Southwestern corner of the lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 172) (Deed Book 1474, Page 875), thence

Bearing N 49° 25' 42" W 40.00 feet to a point on the Northernmost right of way of Country Club Drive, thence

With the Northernmost right of way of Country Club Drive, N 37° 04' 31" E 70.46 feet to a point, thence

N 33° 55' 45" E 43.01 feet to a point, thence

With a curve to the right, having a radius of 88.44 feet, an arc length of 150.04 feet, and a chord bearing N85° 09' 46" E 132.68 feet to a point, thence

S 45° 20' 44" E 284.89 feet to a point on the Northernmost right of way of Harding Avenue, thence

With the right of way of Harding Avenue, S 46° 41' 45" W 40.03 feet to a point, thence

Leaving the right of way of Harding Avenue, N 45° 20' 44" W 281.07 feet to a point, thence

With a curve to the left, having a radius of 48.44 feet, an arc length of 83.17 feet, and a chord bearing S86° 40' 28" W 73.32 feet to a point, thence

S 33° 55' 45" W 43.05 feet to a point, thence

S 37° 04' 31" W 74.00 feet to the point of beginning, containing 20,594 sq. feet, or 0.47 acres, more or less.

This instrument was jointly prepared by:

Stephen R. Fanok
The City of Morgantown, West Virginia
389 Spruce Street Morgantown, West Virginia 26505

Heather Gentile
Jackson Kelly PLLC
P.O. Box 619
Morgantown, West Virginia 26507-0619

EASEMENT DECLARATION

This Declaration is made and entered into this the ___ day of _____, 2013, but effective January 1, 2014, by WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, an agency and higher education institution of the State of West Virginia in favor of and for the benefit of THE CITY OF MORGANTOWN, West Virginia, a municipal corporation.

For and in consideration of the amount of Ten Dollars (\$10.00), other good and valuable consideration, the receipt, sufficiency, and adequacy of all of which are acknowledged by WVU, and with the intent of being legally bound by and obligated under, in accordance with, and pursuant to this Declaration, WVU declares, covenants, and agrees in favor of and for the benefit of City as follows:

(1) Definitions: For the purposes of this Declaration, the following defined terms shall have the following meanings and definitions:

- (a) "City" shall mean The City of Morgantown, West Virginia, a municipal corporation.
- (b) "Declaration" shall mean this easement declaration and any and all amendments, modifications, supplements, and/or restatements of and/or to the same.
- (c) "Dedicated Parcel" shall mean that lot, parcel, or tract located and situate in the Seventh Ward of the City, Morgan District, Monongalia County, West Virginia described as follows:

Beginning at a 1/2" rebar found at the intersection of the SouthEastern right of way of Country Club Drive and the Northern right of way of St. Joseph Street, said corner also being the Southwestern corner of the lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 172) (Deed Book 1474, Page 875), thence

Bearing N 49° 25' 42" W 40.00 feet to a point on the Northernmost right of way of Country

Club Drive, thence

With the Northernmost right of way of Country Club Drive, N 37° 04' 31" E 70.46 feet to a point, thence

N 33° 55' 45" E 43.01 feet to a point, thence

With a curve to the right, having a radius of 88.44 feet, an arc length of 150.04 feet, and a chord bearing N85° 09'46" E 132.68 feet to a point, thence

S 45° 20' 44" E 284.89 feet to a point on the Northernmost right of way of Harding Avenue, thence

With the right of way of Harding Avenue, S 46° 41' 45" W 40.03 feet to a point, thence

Leaving the right of way of Harding Avenue, N 45° 20' 44" W 281.07 feet to a point, thence

With a curve to the left, having a radius of 48.44 feet, an arc length of 83.17 feet, and a chord bearing S86° 40' 28" W 73.32 feet to a point, thence

S 33° 55' 45" W 43.05 feet to a point, thence

S 37° 04' 31" W 74.00 feet to the point of beginning, containing 20,594 sq. feet, or 0.47

acres, more or less.

- (d) "Effective Date" shall mean January 1, 2014.
 - (e) "WVU" shall mean WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, an agency and higher education institution of the State of West Virginia.
 - (f) "Plat" shall mean that plat of survey prepared by CTL Engineering of West Virginia, Inc., dated July 23, 2013, titled University Park Proposed Relocation of Country Club Drive.
- (2) Incorporation of the Plat: The Plat is incorporated and integrated into this Declaration by this reference.
 - (3) Dedication of the Dedicated Parcel: WVU grants, conveys, and transfers to City and creates, dedicates, and establishes in favor of and for the benefit of City, in, on, over, upon, under, through, and across the Dedicated Parcel, easements and rights-of-way for the purposes of building, installing, constructing, improving, extending, maintaining, operating, inspecting, repairing, removing, replacing, rebuilding, reinstalling, reconstructing, re-improving, and re-extending a public way and street, with sidewalks and related appurtenances, and otherwise generally developing and improving the Dedicated Parcel for the foregoing purposes, including, without limitation, as rights appurtenant, material, essential, and integral to such easements and rights-of-way and such purposes, the rights to use and enjoy the Dedicated Parcel to (a) access the Dedicated Parcel by way of other easements, rights-of-way, and properties of City, (b) travel and traverse the Dedicated Parcel with persons, equipment, materials, and supplies, and (c) locate, set, stage, and operate equipment and machinery on and/or from the Dedicated Parcel while City shall be using or enjoying the Dedicated Parcel for the purposes set forth, contained, and provided for in this Declaration.
 - (4) Use and Enjoyment of the Encumbered Fee Estate: WVU shall have the right, power, capacity, and authority to use and enjoy and grant or license other parties the right to use and enjoy the Dedicated Parcel for any uses or purposes that shall not unreasonably and adversely interfere with the rights of City for the purposes set forth and provided for in this Declaration and any such use, enjoyment, grant, or license by WVU shall not be deemed or construed to be, constitute, work, or effect an over-burdening or over-encumbering of the Dedicated Parcel.
 - (5) Rules of Construction: Rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Declaration.
 - (6) Governing Law: The laws of the State of West Virginia, without resort to its conflicts of laws principles, shall govern the validity, construction, and interpretation of this Declaration.
 - (7) Singular, Plural, and Gender: Words used and employed in this Declaration, regardless of the number and gender specifically used and employed, shall be deemed, construed, and interpreted to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the content shall require.
 - (8) Headings and Captions: The headings, titles, and captions set forth, contained, and provided for in this Declaration are inserted only as a matter of convenience and for reference purposes only

and shall not in any way, manner, character, or nature define, limit, restrict, confine constrain, extend, or prescribe the scope or intent of any provision of this Declaration.

- (9) Modification: This Declaration shall not be amended, modified, supplemented, altered, changed, enlarged, and/or restated in any way, manner, character, or nature, by performance, acquiescence, course of conduct, or otherwise, except by a written instrument executed by City and WVU and/or their successors in interest.
- (10) Severability: In the event that anyone or more of the provisions set forth, contained, or provided for in this Declaration, or the application thereof, in any circumstance, shall be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of such provision or provisions in any other circumstance shall not be affected or impaired thereby, and the remaining provisions set forth, contained, and provided for in this Declaration shall remain of full force and effect and be construed and interpreted as if such invalid, illegal, or unenforceable provision or provisions were never included. The provisions of this Declaration shall be severable.
- (11) Inclusion of Successors: A reference to a party in this Declaration shall be deemed to include the heirs, devisees, legatees, personal representatives, agents, employees, contractors, tenants, invitees, licensees, successors and/or assigns of such party.

Declaration of Consideration or Value: Under, in accordance with, and pursuant to the provisions of Article 22 of Chapter 11 of the West Virginia Code, WVU declares that the transfer made and effected by this Declaration is exempt from the applicable excise taxes on the basis that City is a political subdivision of the State of West Virginia.

Witness the following signature.

WEST VIRGINIA UNIVERSITY BOARD OF
GOVERNORS ON BEHALF OF WEST
VIRGINIA UNIVERSITY, an agency and higher
education institution of the State of West Virginia

By: _____

Name: _____

Title: _____

STATE OF WEST VIRGINIA

COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for the County and State aforesaid do certify that _____, who signed the foregoing writing bearing date the ____ day of _____ 2013, for WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, an agency and higher education institution of the State of West Virginia, has this day in my said County before me acknowledged the said writing to be the act and deed of said institution.

Given under my hand and notarial seal this ____ day of _____ 2013.

My commission expires _____.

Notary Public

THIS AGREEMENT made this _____ day of August 2013, by and between: WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, an agency and higher education institution of the State of West Virginia, party of the first part, grantor, and THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, party of the second part, grantee.

Party of the first part, grantor, and THE CITY OF MORGANTOWN, West Virginia, a municipal corporation, part of the second part, grantee.

WITNESSETH

THAT WHEREAS, the grantor is the owner of the following lots and parcels of land, situate in the 7th Ward of the City of Morgantown, Monongalia County, West Virginia.

ENTER PARCELS

Map 11, Parcel 83
Map 11, Parcel 84
Map 11, Parcel 85.1
Map 11, Parcel 85
Map 11, Parcel 86
Map 11, Parcel 171
Map 11, Parcel 172

WHEREAS, the said grantor has petitioned the Common Council of the City of Morgantown for an annulment, has filed this agreement in duplicate, and has paid the required fees, the street to be annulled being:

Beginning at a 1/2" rebar found at the intersection of the Eastern right of way of Country Club Drive and the Northern right of way of St. Joseph Street, said corner also being the Southwestern corner of the lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 172) (Deed Book 1474, Page 875), thence

Bearing N 49° 25' 42" W 40.00 feet to a point on the Western right of way of

Country Club Drive, thence

With the Western right of way of Country Club Drive, with a curve to the right, having a radius of 300.00 feet, an arc length of 304.63 feet, and a chord bearing N

69° 36' 34" E 291.71 feet to a point on the Northern right of way of Country Club

Drive, thence

With the Northern right of way of Country Club Drive, S 80° 23' 23" E 291.22 feet to

a point on the Northern right of Country Club Drive, thence

Leaving the Northern right of way of Country Club Drive, S 46° 41' 45" W 108.07

feet to a point at the intersection of the Southern right of way of Country Club Drive, and the Western right of way of Harding Avenue, and also being the Easternmost corner of the lands now or formerly owned by The West Virginia University Board of Governors (Seventh Ward, Tax Map 11, Parcel 171) (Deed Book 1474, Page 875), thence

Thence with the Southern right of way of Country Club Drive, N 17° 06'05" W 51.74

feet to a point, thence

N 80° 23'23" W 202.45 feet to a point, thence

With a curve to the left, having a radius of 260.00 feet, an arc length of 263.74 feet,

and a chord bearing S 69° 34' 17" W 252.58 feet to the point of beginning,

containing 23,750.02 sq. feet, or 0.55 acres, plus or minus.

WHEREAS, it appears that said street is not used nor useful as a public way within the City of Morgantown, West Virginia, and is not necessary for public uses and purposes, and that the rights of the public will not be prejudiced by such an annulment, that the property of no person will be injured by the same, and that such annulment will promote public interest; and,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by each of the parties hereto to the other, and other good and valuable considerations, including the annulment of said street and the release and quit clam for street and utility purposes, the parties hereto mutually covenant and agree as follows:

1. A map or plat showing the part of the public way so vacated, abandoned, and annulled is attached to this agreement as a part hereof and to be recorded herewith.

2. For the considerations aforesaid the said grantee, The City of Morgantown, West Virginia, hereby releases and quit claims, unto the said grantors their heirs, personal representatives, successors and assigns, all of its easements and rights of way for street and utility purposes in said annulled public way so that the said grantors shall have that moiety or part of said public way so vacated, abandoned, and annulled which is adjacent to its/their property for its/their full use and enjoyment in fee simple.

3. The parties hereto further covenant and agree as follows: N/A

West Virginia University Board of Governors on behalf of West Virginia University

By: _____(SEAL)
Narvel G. Weese, Jr.,
Vice President of Administration and Finance

THE CITY OF MORGANTOWN, WEST VIRGINIA, a municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for the County and State aforesaid do certify that Narvel G. Weese, Jr., Vice President of Administration and Finance, who signed the foregoing writing bearing date the _____ day of August 2013, for West Virginia University Board of Governors on behalf of West Virginia University, an agency and higher education institution of the State

of West Virginia, has this day in my said County before me acknowledged the said writing to be the act and deed of said institution.

Given under my hand and notarial seal this _____ day of August 2013.

My commission expires _____.

Notary Public

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for the County and State aforesaid do certify that _____, who signed the foregoing writing bearing date the _____ day of August 2013, for The City of Morgantown, a municipal corporation, has this day in my said County before me acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal this _____ day of August 2013.

My commission expires _____.

Notary Public

Reimbursement Resolution

**A RESOLUTION OF THE CITY OF MORGANTOWN
STATING THE REASONABLE EXPECTATION TO
REIMBURSE THE CITY OF MORGANTOWN AND CAMPUS
NEIGHBORHOODS REVITALIZATION CORPORATION
FOR CAPITAL EXPENDITURES MADE PRIOR TO THE
ISSUANCE OF TAX-EXEMPT BONDS**

WHEREAS, The City of Morgantown, a municipal corporation and political subdivision of the State of West Virginia (the "City") hereby determines or has heretofore determined to undertake, in conjunction with the Campus Neighborhoods Revitalization Corporation (the "Developer") the planning, design, acquisition, construction and equipping of certain public improvements in the Sunnyside area of the City within or benefitting the property tax increment financing district known as The City of Morgantown Redevelopment District No. 3 (the "TIF District") consisting generally of some or all of the following: water lines, storm water management culverts and facilities, sewer lines, road improvements, streetscape systems, traffic control, pedestrian ways and systems, utility relocations, lighting and related infrastructure, land and right-of-way acquisition, demolition and site preparation necessary in connection with the foregoing (the "Project");

WHEREAS, the City Council of the City reasonably expects that the City will reimburse itself and the Developer for a portion of the cost of the Project from the proceeds of the sale of its Tax Increment Revenue Bonds (the "Bonds") in a maximum principal amount not to exceed \$8,000,000;

WHEREAS, the City has previously issued its Tax Increment Revenue Bonds, Series 2010 (Sunnyside Up Project Plan No. 1), dated June 16, 2010, issued in the original aggregate principal amount of \$1,700,000 (the "Prior Bonds") for the purposes of paying a portion of the costs of the Project, funding a reserve fund for the Bonds and paying costs of issuance of the Bonds and related costs;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY
COUNCIL OF THE CITY OF MORGANTOWN AS FOLLOWS:**

Section 1. The City Council of the City reasonably expects that the City will reimburse itself and the Developer for certain capital expenditures made not more than 60 days prior to the date of adoption of this resolution, in connection with the planning, design, acquisition, construction and equipping of the various items constituting the Project, to be undertaken or incurred prior to the execution and delivery of the Bonds, from the proceeds of such Bonds, which are reasonably expected to be executed and delivered within 18 months from the later of (i) the expenditure for payment of said costs or (ii) the placing of the Project in service.

Section 2. The Bonds are planned to be issued for the purposes of currently refunding and redeeming in full the Prior Bonds, paying costs of the design, acquisition, construction and equipping of the Project, funding a reserve fund for the Bonds if funded from bond proceeds and paying costs of issuance of the Bonds.

Section 3. This Resolution is intended to constitute a “declaration of official intent” pursuant to Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended (the “Reimbursement Regulations”).

Section 4. The source of payment for such capital expenditures will be the City of Morgantown’s General Revenue Account at United Bank, the City of Morgantown’s TIF Sunnyside Account at United Bank and the Developer’s Campus Neighborhoods Revitalization Corporation United Bank Business Checking Plus Account, and upon issuance of the Bonds, proceeds thereof not to exceed the amount of such capital expenditures will be applied to reimbursement of such City of Morgantown’s General Revenue Account at United Bank, the City of Morgantown’s TIF Sunnyside Account at United Bank and the Developer’s Campus Neighborhoods Revitalization Corporation United Bank Business Checking Plus Account.

Section 5. The maximum principal amount of Bonds to be issued for the Project (including costs of issuance of the Bonds and related costs) is \$8,000,000.

Section 6. The City shall make all reimbursement allocations and shall provide written evidence of such allocations. The Mayor and City Manager of the City are hereby authorized, empowered and directed to take any additional action necessary to comply with the requirements of the Reimbursement Regulations so that Bond proceeds used to reimburse expenditures which are the subject of this Declaration of Official Intent will be deemed spent, including making an allocation in writing evidencing the use of proceeds of the Bonds to reimburse an Original Expenditure within eighteen (18) months after the later of the date the Original Expenditure is paid or the date the Project is placed in service or abandoned, but in no event later than three (3) years after the Original Expenditure is paid.

Section 7. This Resolution shall become effective upon the date of its adoption.

Adopted this ____ day of _____, 2013.

Mayor

City Manager

CERTIFICATION

The undersigned, being the duly qualified, elected and acting City Clerk of The City of Morgantown, does hereby certify that the foregoing Resolution was duly adopted by the City Council of The City of Morgantown at a regular meeting duly held, pursuant to proper notice thereof, on _____, 2013, a quorum being present and acting throughout, and which Resolution has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this _____, 2013.

By: _____
City Clerk