

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 _____, 20__, by and between:

ENTER PARTIES

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 _____ Ward of the City of Morgantown, Morgan District, Monongalia County, West Virginia.

ENTER PARCELS

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

ENTER STREET DESCRIPTION

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, the conveyance of the easements and rights of way hereinafter described, and the release and quit clam for street purposes, the parties hereto mutually covenant and agree as follows:

1. The grantors grant and conveys unto the grantee, the City of Morgantown, West Virginia, a municipal corporation, its successor municipalities or assigns, a perpetual easement and right of way for the purpose of laying, relaying, constructing, maintaining, and inspecting, storm and sanitary sewers therein or thereon with the right to make surveys and construct and maintain manholes as may be necessary or proper in, on, or through said part of said annulled public way and said grantors do also grant and convey a perpetual right of way and easement for such utility installations including gas and water mains and electric and telephone transmission lines, as shall in the judgment of said grantee, its successor municipalities or assigns, be necessary or proper for public uses and purposes in, on, over, under and through said part of said public

way so vacated abandoned and annulled. The easements and rights of ways so granted and conveyed shall be _____ feet in width and located:

ENTER DESCRIPTION

2. It is stipulated and agreed between the parties hereto that the City of Morgantown, its successor municipalities or assigns, shall not be liable for any damages in the use of said easements and rights of way, or in the construction or maintenance of any facilities hereinabove described in, on, under, and through the easements and rights of way so granted and conveyed.

3. 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.

4. 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 and assigns, all of its easements and rights of way for street purposes in said annulled public way subject to the easements and rights of ways hereinbefore granted for sewer and public utility purposes so that the said grantors shall have that moiety or part of said public way so vacated, abandoned, and annulled which is adjacent to his/their property for his/their full use and enjoyment in fee simple, except to said sewer and public utility easements and rights of way.

5. The parties hereto further covenant and agree as follows:

ENTER DESCRIPTION

WITNESS the following signatures and seals:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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 _____, 200____, for _____, a 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 _____, 20____.

My commission expires _____.

Notary Public