

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of \$1.00 and other good and valuable consideration, the sum, sufficiency and receipt of which is hereby acknowledged, THE BOARD OF EDUCATION OF THE COUNTY OF MARION, a public corporation created pursuant to the provisions of West Virginia Code 18-5-1, et seq., GRANTOR, does hereby grant and convey unto to the CITY OF FAIRMONT, a West Virginia Municipal Corporation, GRANTEE, ~~an~~ a non-exclusive easement or right of way for vehicular traffic, including fire trucks and emergency vehicles, over and across the real estate of the GRANTOR, hereinafter described, for the purposes of ingress, egress and regress to and from the real estate of the GRANTEE and the public road known as Mary Lou Retton Drive.

The real estate of the GRANTOR which is the subject of this right of way is situate in the City of Fairmont, Grant District, Marion County, West Virginia and is more particularly described in that certain deed dated March 12, 2014, by and between the State of West Virginia Armory Board and the GRANTOR, which deed is of record in the Office of the Clerk of the County Commission of Marion County, West Virginia in Deed Book 1151, at page 137.

The easement or right of way herein granted shall be a length of 302.62 feet and a width of forty (40) feet, the eastern boundary line of which easement shall be the division line between the real estate of the GRANTOR described above and the real estate of the GRANTEE described in that certain deed by and between the GRANTEE and FRANCO, Inc., which deed is dated May 20, 1980, and of record in said Clerk's Office in Deed Book 827, at page 368, and which division line is as follows: S. 15° 45' 00" W 302.62 feet, as shown on a map or plat map prepared by Wolfe Associates, Inc., Engineers and Land Surveyors entitled "Plat Showing Area to be Leased to the Marion County School Employees Federal Credit Union, dated November 3, 2015, and of record in said Clerk's Office in Deed Book 1188, at page 383.

Grantee shall indemnify and hold harmless Grantor from and against any and all loss or damage that shall be caused by any negligent or wrongful act or omission of Grantee, its agents or employees, during the exercise of any right herein granted.

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns.

The grant and other provisions of this easement shall be for the benefit of the GRANTEE, its successors and assigns, so long as GRANTEE shall own and operate the real estate as a public facility providing emergency or other municipal services to the public.

This is a transfer exempt from West Virginia excise taxes upon property transfers under West Virginia Code §11-22-1 et seq., as it is a transfer to a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this ____ day of _____, 2016, by its officer duly authorized by a vote of a majority of the Board at a meeting duly noticed and held on the _____ day of _____, 2016.

THE BOARD OF EDUCATION OF
THE COUNTY OF MARION,
A Public Corporation,

By: _____
Its: _____

ATTEST:

Secretary (Seal)

STATE OF WEST VIRGINIA,
COUNTY OF MARION, TO-WIT:

The forgoing instrument was acknowledged before me, this _____ day of _____, 2016,
by _____, _____ of the Board of Education of the County of
Marion, a public corporation, Grantor.

NOTARY PUBLIC

My Commission Expires:

Notarial Seal

This instrument prepared by:

City of Fairmont
P.O. Box 1428
Fairmont, WV 26554