

**AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING IT, AS LESSOR, TO LEASE SPACE AT THE FORMER WOODBURN SCHOOL, NOW OWNED BY THE CITY, TO THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS, LESSEE, FOR USE BY THE WVU COLLEGE OF CREATIVE ARTS, SCHOOL OF ART DESIGN, CERAMICS DEPARTMENT.**

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

FIRST READING

\_\_\_\_\_

MAYOR

ADOPTED:

FILED:

\_\_\_\_\_

CITY CLERK

RECORDED:

## CONTRACT OF LEASE

**THIS CONTRACT OF LEASE** ("Lease"), made 6<sup>th</sup> of November, 2013, by and between City of Morgantown, a municipal corporation, hereinafter referred to as "Lessor," and the West Virginia University Board of Governors on behalf of West Virginia University ("WVU"), a state agency, hereinafter also referred to as "Lessee."

**WHEREAS**, WVU has sole authority to select and to acquire by contract or lease all grounds, buildings, office space or other space, the rental of which is required necessarily by the institution;

**WHEREAS**, the space herein leased is necessary for the proper function of the WVU College of Creative Arts, School of Art Design, Ceramics Department, Production Pottery, hereinafter referred to as "Tenant;"

**NOW THEREFORE**, in consideration of the full and complete performance of the covenants, terms, and provisions contained herein, The Lessor and Lessee agree to the following:

### 1. BASIC LEASE PROVISIONS

The Basic Lease Provisions have been presented as follows for the purpose of restating certain terms of the Lease in a summary format. Their being so presented is not in derogation of the importance of any other provisions of this Lease, and shall not imply that such Basic Lease Provisions are to be construed in any other manner than in the context of all of the other terms and conditions of this Lease, taken as a whole.

- a. **Premises:** Address: 918 Forney Street, Morgantown, WV  
Size: 7,665 square feet  
Defined Area: Former elementary school second floor, and the entire modular and multi-purpose facilities.
- b. **Rent:** Annual Cost per Square Foot: \$3.13  
Cost per Month: \$2,000  
Cost per Year: \$24,000  
Rent is discounted to \$1,500 per month for the first two months.
- c. **Initial Term of Lease:** Beginning on December 1, 2013, and ending on June 30, 2015.
- d. **Renewal Option:** Automatic Annual Renewals for the months of July through June unless canceled by either party, with provision of four months' notice prior to June 30<sup>th</sup>. Rent for each annual renewal period to be adjusted by CPI.
- e. **Right of First Refusal for Additional Space:** NONE

- f. Tenant: WVU College of Creative Arts, Division of Art; Alison Helm, Tenant Representative.
- g. Cooperative Service: The Tenant pledges to work with the Lessor in arranging and conducting community programs relative to the Tenant's field of study; the Tenant shall work cooperatively to ensure such offerings are at minimal cost to the participant as community service.

## 2. PREMISES; COMMON AREAS

The Lessor hereby leases to the Lessee, and Lessee hereby leases from Lessor for use by the Tenant, the leased premises described in Sections 1a above and as further described as follows ("Premises"):

Portions of a 9,108 square foot former elementary school, being the second floor containing approximately 3,579 square feet (building 1), the entire modular facility of approximately 1,939 square feet (building 2), and the entire multi-purpose facility of approximately 2,147 square feet (building 3), for a total of 7,665 rented square feet, located at 918 Fomey Street, Morgantown, Monongalia County, West Virginia, as illustrated in Exhibit A.

In addition, the Tenant, its employees, representatives, agents, customers, guests and invitees shall have the right to use all driveways, parking areas, sidewalks, lobbies, elevators, hallways, restrooms, and other common facilities and areas (collectively, "Common Areas"), if any, in or about the building containing said Premises, jointly with other tenants and their respective representatives, agents, customers, guests and invitees. The Lessor will maintain the Common Areas in a clean, safe and sanitary condition and provide all necessary janitorial service, snow removal, maintenance and repair, and utilities to all Common Areas.

## 3. TERM

The initial term of this Lease, subject to the provisions hereof, shall begin on December 1, 2013 ("Start Date") and end at midnight on June 30, 2015. PROVIDED HOWEVER, this Lease may be canceled by the Lessee as hereinafter provided in Sections 8, 10 and 21, before the end of the term. This Lease shall be considered renewed for each succeeding state fiscal year during the Term of the Lease unless this Lease is canceled by the Lessee before the end of the then current fiscal year pursuant to Section 21 hereunder.

## 4. RENT

The Lessee covenants that the Tenant it shall pay rent unto the Lessor, as rent for the Premises herein leased and all Common Areas, the sum of One Thousand Five Hundred Dollars (\$1,500) per month, for the months of December 2013 and January

2014, then Two Thousand Dollars (\$2,000) per month thereafter, payable in arrears pursuant to provisions of W.Va. Code §12-3-10, upon receipt of invoice from the Lessor to the Tenant. Invoices shall be prepared by the Lessor and provided to the Tenant for payment processing. Lessor shall also be provided reimbursement for a prorated share of certain expenses as further described in Section 8 a ("Additional Rent").

5. FIRST RIGHT OF REFUSAL FOR ADDITIONAL SPACE – NONE

6. RENEWAL OPTION

After the initial Term, the Lease will automatically renew from year to year, for the months of July through June; provided, however, that either party may, at its option, cancel an upcoming renewal period by giving written notice unto the other 120 days prior to any June 30<sup>th</sup> of their desire for the expiration. Rent for subsequent renewal years shall increase by percentage of difference in the Consumer Price Index, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, based on US City Average, All Items, with comparison of the term start date to the month of April of the expiring year. The new rental rate shall be officiated by correspondence and, unless there other changes to the Lease, shall not require an addendum to officiate.

7. MANAGEMENT OF LEASE

The Lessor and the Tenant's Representative are encouraged to discuss matters relative to the occupancy, finance, repair, and maintenance of the Premises directly; however, the Lessee should be contacted if changes are needed to the Lease, renewal, termination or financial issues or if either party is unresponsive to the other.

8. UTILITIES AND OTHER RELATED SERVICES

- a. The Lessor shall furnish and timely pay when due and payable, at no additional cost to the Lessee or Tenant, the following utilities and/or services:
  - (i) Utilities for building 1, which are not separately metered, to be paid by the Lessor, who shall seek a fifty percent (50%) reimbursement as Additional Rent from the Tenant by separate invoice, providing evidence of payment made.
  - (ii) Custodial services in the common areas used by other tenants.
  - (iii) Ground maintenance, including mowing, landscaping, and parking lot maintenance.
  - (iv) Snow removal, to be paid by the Lessor, who shall seek a fifty percent (50%) reimbursement as Additional Rent from the Tenant by separate invoice, providing evidence of payment made.

- b. The Tenant, at its expense, shall furnish and provide payment to the applicable company or vendor for the following utilities and/or services:
- (i) The separately metered utilities of buildings 2 and 3 shall be placed in the name of the Tenant and directly paid.
  - (ii) Custodial Services in the Premises.
  - (iii) Trash services, for which the Tenant may choose to partner with the neighboring tenants.
  - (iv) Telephone and internet connectivity services.
  - (ii) The Tenant shall have the right to rekey, install a key card access system, or any other security system for the Premises, using such security services provider as the Lessee and Tenant may choose in its sole discretion. The Lessee and Tenant, at its sole discretion, can elect to remove said system at any time, provided that the Lessee and Tenant, at its sole expense, shall repair any damage resulting from such removal.
- c. Interruption. In the event that any utilities or services being provided by the Lessor are interrupted for reasons within the Lessor's control and as a result, suitability of the Premises is interrupted, the Lessee shall have the option to (i) cause the utilities or services to be reinstated and deduct the costs and expense thereof from the rents which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed for such expenditures; or (ii) immediately terminate this Lease.

## 9. MAINTENANCE

The Lessor binds itself to maintain the Premises, including the structure of the Premises, both interior and exterior; the electrical, HVAC and plumbing fixtures and equipment; and the interior and exterior painting and flooring in a good and tenantable condition equal to that of the Premises as at the time possession thereof is delivered to the Lessee and Tenant; included in the aforementioned obligation is the duty to replace HVAC filters and light bulbs on a regular schedule or upon request by the Tenant.

If the Lessor fails to maintain the interior and exterior structure of the Premises, and the electrical, HVAC and plumbing fixtures and equipment owned by the Lessor in a good and tenantable condition of repair, the Lessee shall request the Lessor, in writing, to correct any deficiency which may have occurred since possession of the Premises by the Tenant, provided, however, such deficiency was not caused by the neglect or acts of the Lessee or Tenant. Upon refusal or neglect of the Lessor to comply with the Lessee's request for the repair or reinstatement of previously-existing conditions, the

Lessee may, ten (10) days after receipt of such request by the Lessor, cause the repairs to be made and deduct the costs and expense thereof from the rents which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed for such expenditures. Provided however, any such repairs related to life and safety issues, including without limitation, broken windows, hot water heater, smoke detectors, carbon monoxide detectors shall be repaired immediately, or the Lessee may (i) cause the repairs to be made and deduct the costs and expense thereof from the rents which may become due and payable thereafter to the Lessor until the Lessee or Tenant is fully reimbursed for such expenditures; or (ii) immediately terminate this Lease.

Notwithstanding the foregoing, the Lessor is not responsible for maintenance of such fixtures and equipment as may be owned by the Lessee or Tenant.

#### 10. DAMAGE TO PREMISES BY FIRE, ETC.

It is agreed by and between the parties hereto that in the event the Premises are destroyed or damaged by fire, natural elements, or other cause to such an extent that continued occupancy by the Tenant would be impractical, the Lessee shall give immediate notice thereof to the Lessor, in writing, and this lease shall terminate. If only a part of the Premises shall be rendered untenable, leaving the remainder suitable for occupancy, the rental shall be proportionately abated until the Premises have been repaired. The Lessor shall have five (5) days from receipt of such notice to decide whether or not to repair the Premises. Any repairs undertaken must be completed within a reasonable length of time after the Lessor's decision. Should the Lessor decide not to repair the Premises, this Lease shall terminate, and the Lessee and Tenant shall deliver possession of the Premises to the Lessor and thereupon be relieved of any and all liability hereunder or concerning the Premises except for any unpaid rent through the final day of occupancy.

#### 11. INSURANCE

The Lessor agrees to maintain commercial general liability insurance with coverage amounts of at least One Million Dollars (\$1,000,000) combined single limits per occurrence throughout the term of the lease for liability resulting from injury or death, and from damage to property, occurring in or about the Premises, building and Common Areas. In addition, the Lessor shall keep the Premises, building and Common Areas insured against fire, windstorm, and other casualty, under an all risk policy of insurance, written in standard form, in the full replacement value thereof. The Lessor agrees to supply and deliver, upon request of the Lessee, a Certificate of Insurance evidencing the required liability insurance coverage.

The Lessee and Tenant are insured through the West Virginia Board of Risk and Insurance Management (BRIM) in the amount of One Million Dollars (\$1,000,000) combined single limits per occurrence. The Lessee agrees to supply and deliver, upon request to the Lessor, a Certificate of Insurance evidencing the required liability insurance coverage.

## 12. SUITABILITY OF PREMISES

The Lessor warrants the Premises to be suitable for use as a WVU facility and for the conduct of Tenant's business, and that there shall be no liability on the part of the State of West Virginia, WVU, its officers, agents or employees for any loss or damage to the Premises, nor any liability on any individual by virtue of any of the provisions of this Lease, whether caused by overloading the floors with equipment or otherwise installing fixtures and equipment commonly used in an office facility. Further, the Lessor warrants that the Premise compliant according to all local, state, and federal code requirements and all zoning ordinances.

- a. Fire and Health Hazards. The Lessor will remove and correct any fire or health hazards not caused by the neglect or acts of the Tenant, its agents, employees or servants which any authorized public authority may order corrected or removed during the term of this lease. Upon refusal or neglect of the Lessor to comply with any such order, the Tenant may comply therewith and deduct the costs from monthly rentals payable thereafter to the Lessor until the Tenant is fully reimbursed therefore.
- b. Environmental. The Lessor represents and warrants to the Lessee and Tenant that there are no hazardous or unsafe substances in, on or under the Premises, building or Common Areas or the underlying real property, and agrees to indemnify, defend and hold harmless the Lessee and Tenant, its affiliates, and their respective officers, agents and employees, against any and all claims, damages, costs, liabilities and expenses, including attorneys' fees, resulting from a breach of the Lessor's representations and warranties or from the presence of any hazardous or unsafe substances in, on or under the Premises, building, Common Areas or the underlying real property, as of the Start Date.

## 13. PREPARATION OF PREMISES

- a. Lessor's Work. Prior to the Start Date, the Lessor, at its sole cost, shall cause the improvements stated below to be performed in full ("Lessor's Work"). The preparation of the Premises shall be considered substantially complete only upon the acceptance of the Premises in writing by the Lessee, in the Lessee's sole discretion. In the event that the Lessor's Work is not substantially complete as set forth in this Section within five (5) of the Start Date, the accrual of rents shall likewise be delayed by one day for each day of delay of completion after the Start Date. In addition, if the Lessor fails to complete the Lessor's Work thirty (30) days after the

Start Date, the Lessee shall be entitled to immediately terminate this Lease upon written notice to the Lessor, if so desired.

Lessor's Work to be completed pursuant to this Section, if any:

(i) Ensure all previous users furniture, trash, and debris is removed and the facility is turned over in broom clean condition.

(ii) Lessor to provide labeled keys to all exterior and interior doors.

b. Tenant's Work. The Tenant, at its sole cost, shall have the right to complete the tenant improvements which are expressly identified. Such shall be considered the Tenant's responsibility ("Tenant's Work"). The Lessor hereby consents to the Tenant performing the following Tenant's Work.

(i) Outside of building 3, the Tenant shall remove existing side door roof and extend the current concrete pad to the entire length of the facility, to create an exterior, fenced gas and electric kiln area. Work shall include utility enhancement and/or connectivity, creation of a pad, fencing, and roofing, in code compliant order, at Tenant's expense.

(ii) Outside and/or inside all Premises, the Tenant shall be permitted to install fixed and moveable equipment to ceilings, walls, and floors, which may include kilns, spray booth, retractable ceiling mounts, Jigger Jolly machines, RAM press, pugmill, clay mixer, tract lights, gas regulator, and slop sink, and other items necessary for Tenant's use.

(iii) Installation of voice/data for phone, fax, computer, and other such information technology uses. Permission includes all wire, additional outlets, closet racks, and connectivity.

(iv) Installation of mounted materials such as pictures, bulletin boards, white boards, chalk boards, interior signage, or any other audio/visual or materials, electronic or otherwise.

(v) Tenant shall provide design and desired location for any exterior signage and present to Lessor for permission to create and place at Tenant's expense; such approval shall not be unreasonably withheld.

c. Future Alterations. In the event structural or other changes to the Premises are desired during the term, the Lessee shall first deem the request compliant with W. Va. Code §18B-19-12 (f), being necessary for the proper, efficient, and economically sound operation of the Tenant's program, and will consult with the Lessor for permission and decision of work performance by the Lessors resources or for permission to have the

work performed by the Lessee or Tenant's resources. If the alteration is to be completed by the Lessor at his cost and expense, the Lessee and/or Tenant shall reimburse the Lessor in lump sum or reappraise and renegotiate the Lease to amortize such expenses.

#### 14. NEGLIGENCE OF PREMISES

The Lessee covenants that it shall not commit waste on the Premises herein leased, and the Premises will be returned to the Lessor at the termination of this Lease in substantially as good condition as at the commencement thereof, damages from reasonable wear and tear, natural elements, normal depreciation and decay excepted.

#### 15. TRANSFER OR ASSIGNMENT OF LEASE

The Lessee shall have the right to assign, reassign, or transfer this Lease contingent upon the prior written approval of the Lessor.

#### 16. SUBORDINATION AND NONDISTURBANCE

- a. Subordination and Nondisturbance. The Lessor shall have the right to place upon the building and underlying real property any mortgages which the Lessor or its lender(s) deem advisable. Such mortgages shall have priority over this Lease and the Lessee's and Tenant's rights hereunder. At the Lessor's request, the Lessee shall execute any and all instruments, the form of which must conform to the State of West Virginia's Constitution and laws, necessary to subordinate this Lease to any such mortgages, provided that each such mortgagee executes a non-disturbance agreement which provides that so long as the Lessee or Tenant is not in default of this Lease, Lessee's and Tenant's right to possession of the Premises and other rights under this Lease, including, without limitation, any options to renew, rights of first refusal, and right to terminate, shall not be affected or disturbed by the mortgagee in the exercise of any of its rights or remedies against the Lessor, nor shall the Lessee or Tenant be named as a party defendant to any foreclosure of the lien or mortgage. Furthermore, the Lessee shall, within thirty (30) days after receipt of a request therefore, execute and deliver to the Lessor an estoppel certificate setting forth the name of both the Lessee and Tenant, the date of this Lease, a description of the Premises and the Rent payable therefore, certifying that this Lease is in full force and effect, and certifying that the Lessor is not in default of this Lease or specifically enumerating any outstanding events of default by the Lessor.
- b. Attornment. In the event that the Lessor's mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in its mortgage, the Lessee agrees to attorn to such transferee as its new Lessor via an agreement in conformance with the

State of West Virginia's Constitution and laws, and this Lease shall continue in full force and effect as a direct lease between the Lessee and such transferee, upon all of the terms and conditions contained herein.

#### 17. DEFAULT

In the event any party defaults in any of the covenants contained herein, the requesting party shall notify the other, in writing, of such default and if such default is not corrected within fifteen (15) days after receipt of notification, unless a shorter correction period is required elsewhere in this Lease, the requesting party may notify the other party that the Lease is terminated, without further obligation, and reenter/vacate the Premises herein leased.

#### 18. TAXES AND ASSESSMENTS

The Lessor will pay taxes and assessments levied on the Premises during the term of this lease.

#### 19. TOBACCO FREE FACILITY

The Lessor agrees to assist the Lessee and Tenant in maintaining the Premises as a tobacco free environment in accordance with the policy of the Lessee. WVU has implemented a tobacco free policy to provide a smoke-free and tobacco-free environment for the University community. Smoking or use of any tobacco or other similar products is prohibited in all buildings, facilities, and lands of WVU and applies to all locations including each branch campus, each off-campus location, and to the leased Premises under the tenancy of WVU. The Premises shall be tobacco free, but if the entire facility containing the Premises is not capable of same, the Lessor agrees to assist the Lessee and Tenant in minimally designating one tobacco free entrance/exit, if at all possible.

#### 20. PARKING

The Lessor agrees to provide, at no additional cost to the Lessee, free employee and visitor parking spaces immediately adjacent to the Premises.

#### 21. PROVISIONS FOR IMMEDIATE TERMINATION

In addition to the other events set forth herein which permit the immediate termination of this Lease, pursuant to provisions of W.Va. Code §18B-19-12 (e) (1), the Lessee shall have the right to cancel this lease, without further obligation on the part of the Lessee, upon giving thirty (30) days' written notice to the Lessor, such notice being given at least thirty (30) days prior to the last day of the succeeding month,

It is further agreed by and between the parties hereto that this Lease shall be considered canceled, pursuant to provisions of W.Va. Code §18B-19-12 (e) (2), without further obligation on the part of the Lessee, if, as determined by the Lessee, Lessee's

granting source, Tenant's granting source, West Virginia State Legislature, or the Federal Government should subsequently fail to appropriate sufficient funds therefor, or should otherwise act to impair this lease or cause it to be canceled, or in the event it shall become unlawful for the Premises to be used. In any event aforementioned, the Lessee may immediately redeliver possession of the Premises to the Lessor and thereupon be relieved from any and all obligations hereunder or concerning the Premises except for rent accruing prior to such date of redelivery.

## 22. MISCELLANEOUS

- a. **Notices.** Notices may be given by personal service upon the party(s) entitled to such notice, or by certified mail, duly stamped and directed to the last-known address of the party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either party to the other. Notices shall be directed as follows:

### **Lessor**

City of Morgantown

Attn: City Manager  
389 Spruce Street  
Morgantown, WV 26505  
Phone: 304.284.7405  
Fax: 304.284.7430  
Email:  
jmikorski@cityofmorgantown.org  
After Hours Emergency Phone:  
304.288.6717

### **Lessee**

WVU Real Estate

Attn: Susan McCollum  
P. O. Box 6555, 48 Donley Street  
Morgantown, WV 26506-6555  
Phone: 304.293.2864  
Fax: 304.293.7156  
Email:  
susan.mccollum@mail.wvu.edu

### **Tenant**

WVU College of Creative Arts,  
School of Art Design, Ceramics  
Department, Production Pottery  
Attn: Alison Helm  
PO Box 6111  
Morgantown, WV 26506-6111  
Phone: 304.293.4077  
Fax: 304.293.5731  
Email:  
Alison.helm@mail.wvu.edu  
After Hours Emergency Phone:  
304.282.1230

- b.  **Holding Over.** The Tenant shall have the right to hold over for up to three (3) months after the expiration of the Term upon the same terms and conditions, including Rent, as were applicable during the just expired Term. If the Tenant shall continue in possession of the Premises beyond said three (3) month holdover period, such continued possession shall be considered an extension of this Lease from month to month until terminated by either party as of the end of any calendar month on not less than thirty (30) days prior written notice, and during such month to month tenancy, all terms and conditions of this Lease shall remain in full force and effect.
- c.  **Vacating Responsibilities.** The Tenant has the right to remove all owned fixtures, furniture, and equipment and shall leave the facility free of all trash and debris, in broom clean condition, with all keys labeled and provided to the Lessor. Given the nature of the Tenant's business, the Lessor has no expectation that the Premises will be returned in equal condition to that as originally occupied.

- d. Quiet Enjoyment. The Lessor covenants that at the Start Date of this Lease, the Lessor was seized of said Premises as the sole owner(s) thereof, in fee simple, free of all liens, encumbrances and any outstanding interests whatsoever and that upon payment of the rentals as herein set forth, the Lessor will warrant and defend the title of the Lessee against any and all claims whatsoever, not arising hereunder, during the term of this Lease; that the Lessee and Tenant shall, at all times during the term of this Lease, peaceably and quietly have, hold, and enjoy the Premises.
- e. Cooperative Service. The Tenant pledges to work with the Lessor in arranging and conducting community programs relative to the Tenant's field of study; the Tenant shall work cooperatively to ensure such offerings are at minimal cost to the participant as community service.
- f. Force Majeure. If either party shall be delayed in the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, riots, insurrections, wars, catastrophic events or other reasons beyond the reasonable control of such party, then performance of such act shall be extended for a period equivalent to the period of such delay.
- g. Authority. The Lessor hereby represents and warrants that it owns the building and underlying real property in fee simple. Each party represents and warrants that it is fully authorized to execute this Lease without obtaining the consent of any third party.
- h. Binding Effect. All the terms and conditions of this Lease shall be binding upon and inure to the benefit of legal representatives, successors, and assigns of the parties.
- i. Modification. This Lease shall not be amended or modified in any respect except by a writing which is duly executed by all parties.
- j. Construction. The language used in this Lease was mutually negotiated by the parties and shall not be construed for or against either party. The headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, modifying or amplifying the provisions hereof. Time is of the essence of this Lease and of every term, covenant, and condition hereof.
- k. Severability. If any provision of this Lease is rendered void or invalid by the decision of any court or by the enactment of any Law, such provision will be deemed to have never been included herein and the remainder of the Lease shall continue in full force and effect.

- i. Entire Agreement. This Lease constitutes the entire understanding between the parties. Any representation, obligation, term or condition not contained herein is not binding on the parties.
- m. Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and which taken together, shall constitute one and the same Lease.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this contract of lease.

LESSOR:

City of Morgantown

By \_\_\_\_\_

Jeff Mikorski  
City Manager

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

I \_\_\_\_\_, notary public in and for said county and state, do hereby certify that Jeff Mikorski, who as City Manager signed the foregoing lease for City of Morgantown, Lessor, has this day acknowledged the same before me in my said county and declared the same to be the act and deed of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My commission will expire \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

LESSEE:

WEST VIRGINIA UNIVERSITY BOARD  
OF GOVERNORS, on behalf of  
West Virginia University;  
James P. Clements, President

By \_\_\_\_\_  
Narvel G. Weese Jr.  
Vice President  
Administration and Finance

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

I \_\_\_\_\_, notary public in and for said county and state, do hereby certify that Narvel G. Weese, Jr., who, as Vice President for Administration and Finance, signed the foregoing lease for the West Virginia University Board of Governors on behalf of West Virginia University, Lessee, has this day acknowledged the same before me in my said county and declared the same to be the act and deed of said agency.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My commission will expire \_\_\_\_\_, 20\_\_.

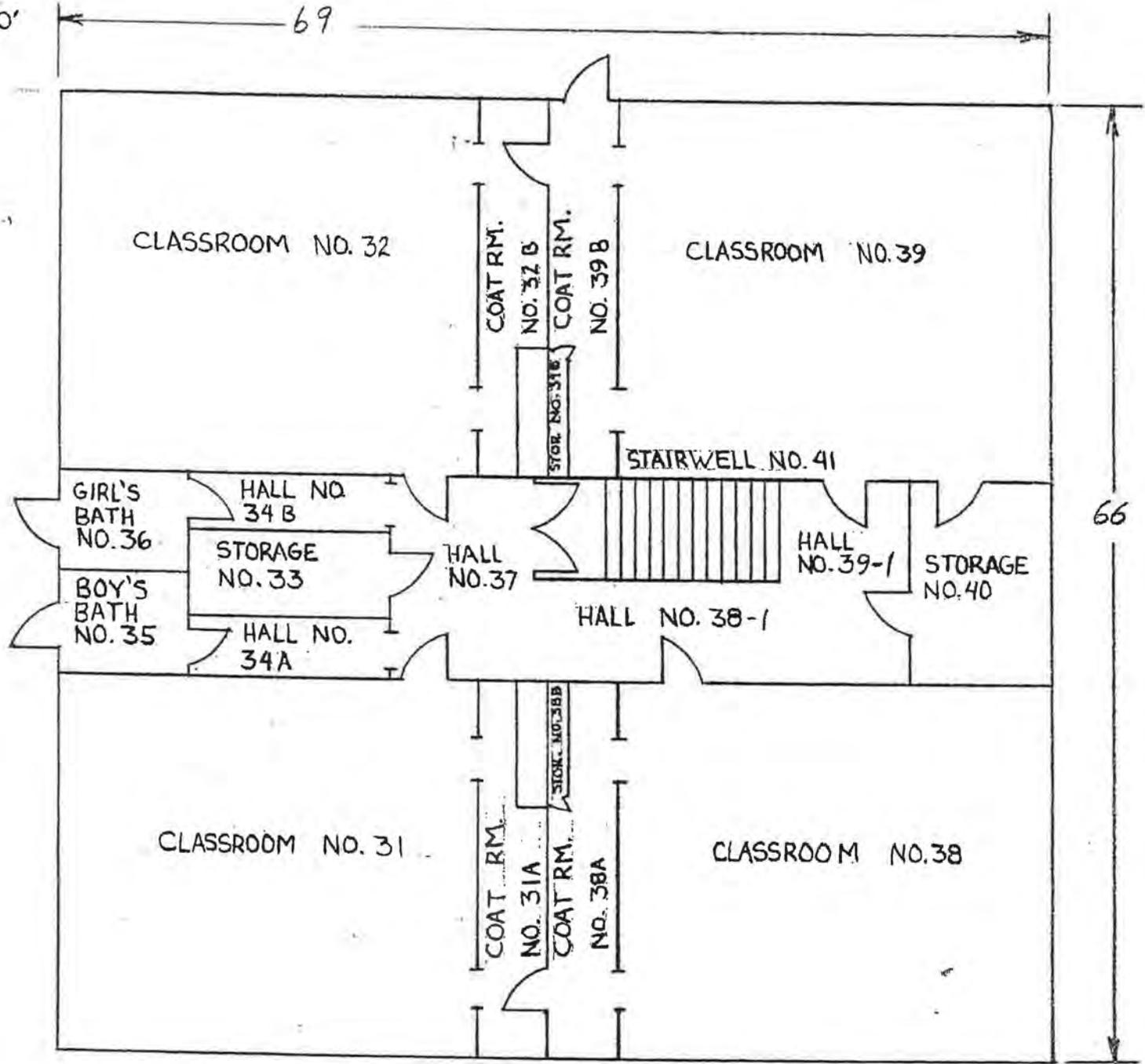
\_\_\_\_\_  
NOTARY PUBLIC

## Appendix A

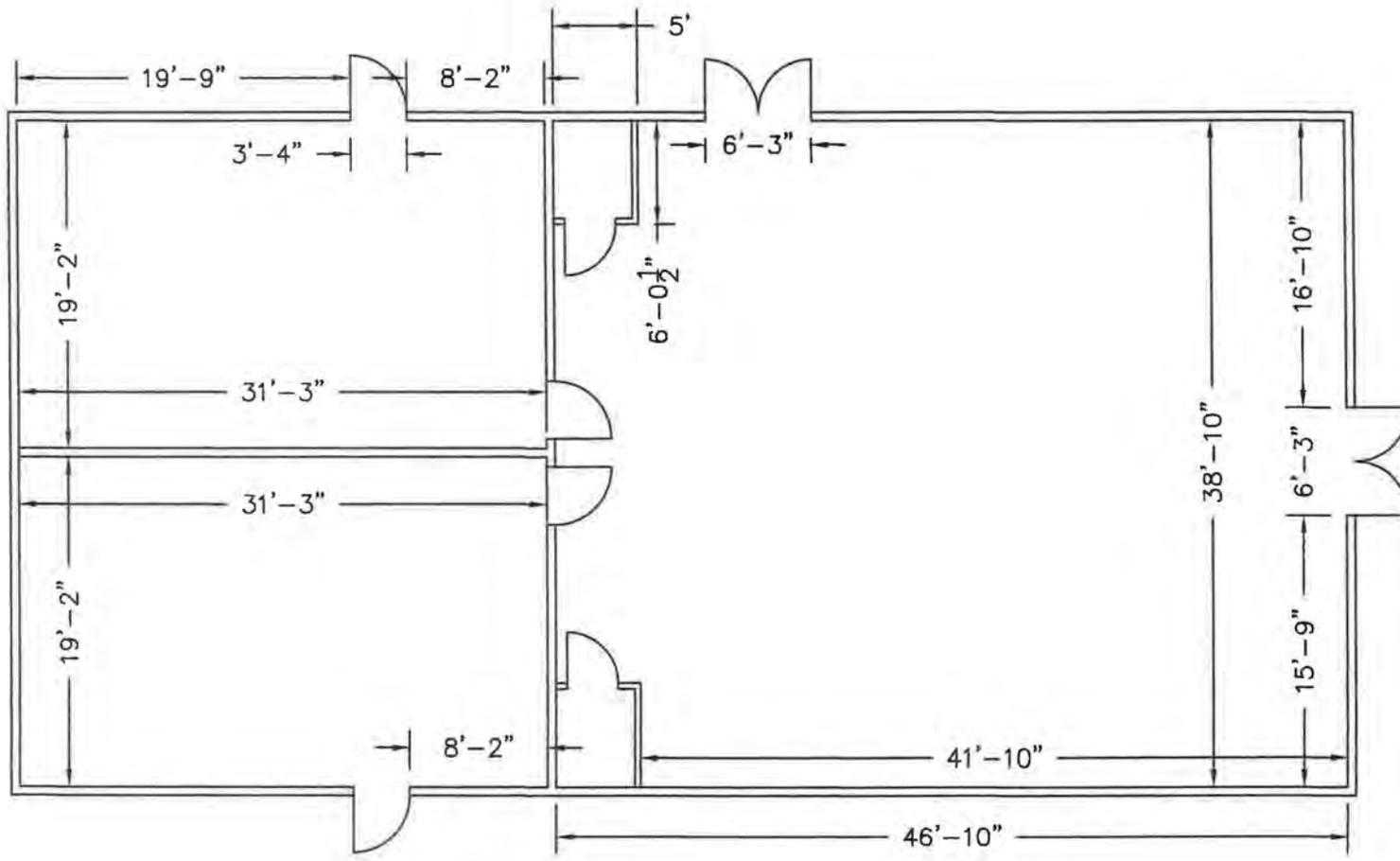
SCALE: 1"=10'

69

Second Floor School

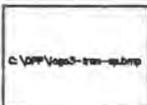


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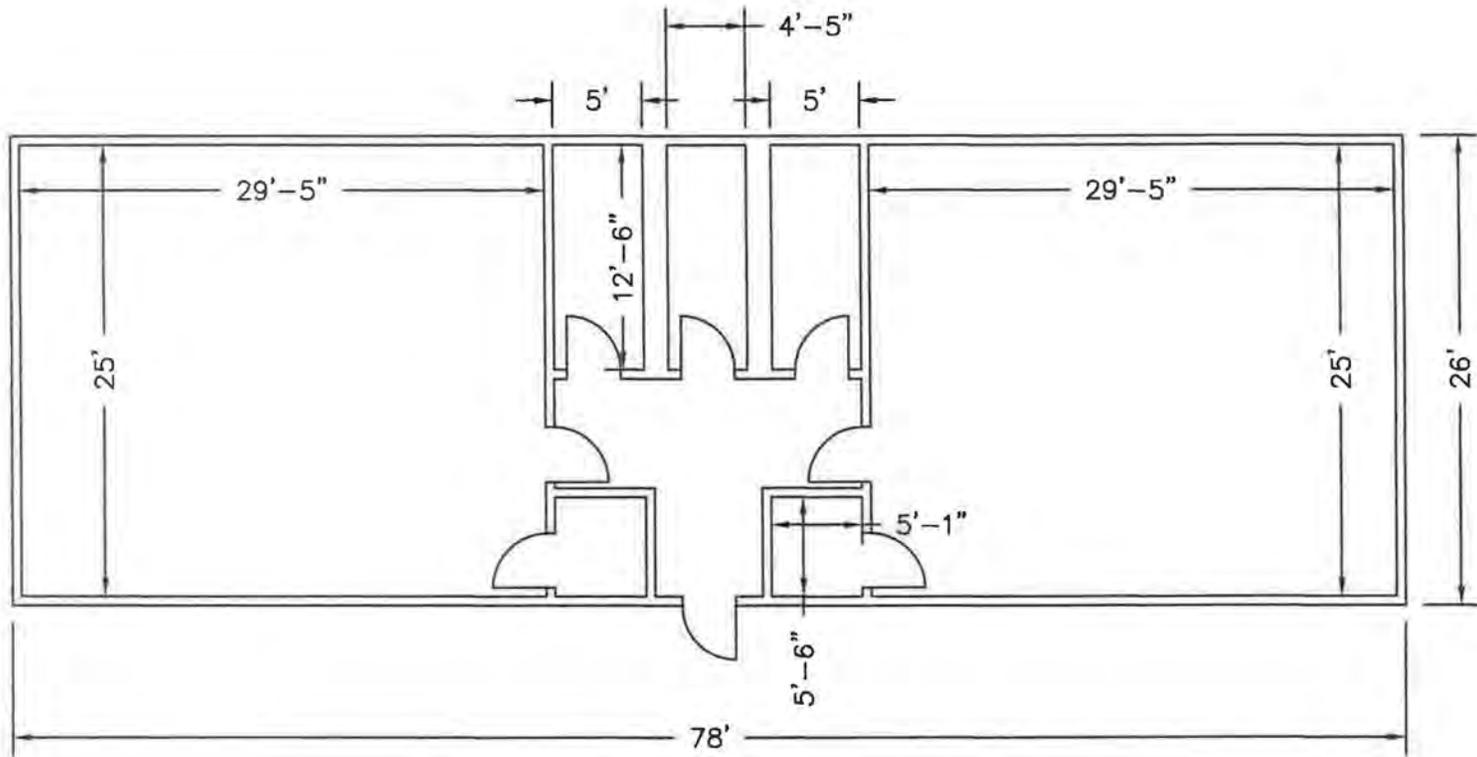
**MULTI-PURPOSE BUILDING**  
 SCALE: 3/32" = 1'-0"

DRAWN BY: <b>TREVOR LLOYD</b>	DATE: <b>06-14-13</b>	REVISION:	DATE:
DESIGN BY:	DATE:		
CHECKED BY:	DATE:		
APPROVED BY:	DATE:		
SCALE: <b>AS SHOWN</b>			


**CITY OF MORGANTOWN**  
**PUBLIC WORKS DEPARTMENT**  
 389 Spruce Street • Morgantown, WV 26505 • 304-284-7412

DRAWING TITLE: **MULTI-PURPOSE BUILDING**  
**WOODBURN SCHOOL**  
 Morgantown, West Virginia

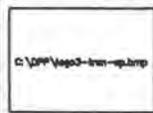
PROJECT NUMBER:	DRAWING NUMBER
	SHT. <u>1</u> OF <u>1</u>



## MODULAR BUILDING

SCALE: 3/32" = 1'-0"

DRAWN BY:	TREVOR LLOYD	DATE:	06-14-13	REVISION:		DATE:	
DESIGN BY:		DATE:					
CHECKED BY:		DATE:					
APPROVED BY:		DATE:					
SCALE:	AS SHOWN						



**CITY OF MORGANTOWN**  
**PUBLIC WORKS DEPARTMENT**  
 389 Spruce Street • Morgantown, WV 26505 • 304-284-7412

DRAWING TITLE:	MODULAR BUILDING WOODBURN SCHOOL Morgantown, West Virginia
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PROJECT NUMBER:		DRAWING NUMBER:	SHT. 1 of 1
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