



Office of the City Clerk

The City of Morgantown

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AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
October 16, 2012
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL BY CITY CLERK
3. PLEDGE TO THE FLAG
4. APPROVAL OF MINUTES: Regular & Special Meetings- October 2, 2012
5. CORRESPONDENCE
6. UNFINISHED BUSINESS:
 - A. Consideration of APPROVAL of SECOND READING (ADOPTION) of AN ORDINANCE BY THE CITY OF MORGANTOWN APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, THE MORGANTOWN BUILDING COMMISSION, AND THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS, AS THE SAME APPLIES TO THE CITY OF MORGANTOWN TRANSFERRING ITS OWNERSHIP INTERESTS IN SPECIFICALLY IDENTIFIED REALTY LOCATED IN THE AREA COMMONLY KNOWN AS THE "STADIUM LOOP" TO THE WVU BOARD OF GOVERNORS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER RELATED DOCUMENTS NECESSARY FOR THE REALTY TRANSFER TO OCCUR. (FIRST READING OCT. 2, 2012)
 - B. Consideration of APPROVAL of SECOND READING (ADOPTION) of AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, LESSOR, AND THE STATE OF WEST VIRGINIA, LESSEE, WHEREBY THE STATE OF WEST VIRGINIA LEASES REAL ESTATE FOR USE BY

THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES AT THE
MORGANTOWN MUNICIPAL AIRPORT. (FIRST READING OCT. 2, 2012)

C. BOARDS AND COMMISSIONS

7. SPECIAL COMMITTEE REPORTS

8. PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY
COUNCIL AND ADOPTED BY RESOLUTION

9. CITY MANAGER'S REPORT:

INFORMATION:

1. Alternative Retiree Health Coverage Program

10. REPORT FROM CITY CLERK:

A. Vote-By-Mail Election Expenses

11. REPORT FROM CITY ATTORNEY

12. REPORT FROM COUNCIL MEMBERS

14. EXECUTIVE SESSION: Pursuant to West Virginia Code Section 6-9A-4(2) (9) as it pertains to the sale, purchase or lease of realty. Immediately following, a session pursuant to WV State Code Section 6-9A-4(b) (2) (A) in order to discuss personnel matters.

15. ADJOURNMENT

If you need an accommodation contact us at 284-7439

SPECIAL MEETING OCTOBER 2, 2012:

The special meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, October 2, 2012 at 5:00 p.m.

PRESENT: Mayor Jim Manilla, City Clerk Linda Little, and Council Members: Ron Bane, Wes Nugent, Jenny Selin, Marti Shamberger, Bill Byrne and Linda Herbst.

The meeting was called to order by Mayor Manilla.

UNFINISHED BUSINESS:

INTERVIEW FOR BOPARC – TO FILL SEVEN VACANCIES:

The following Candidates were interviewed and asked questions by City Council: Andy Fang; Rachel Fetty; Michael Fike; John Hagen; Renee Hernandez; Anne Marie Lofasso; Jan Derry; Warren Harger; Sam Wilkinson; Anna Marlene Robinson-Savino and Don Spencer.

Mayor Manilla informed Candidates that Council will make a decision during the Regular Session under Boards and Commissions on whom they have selected.

EXECUTIVE SESSION:

Pursuant to West Virginia State Code section 6-9A-4(2)a Council moved by unanimous consent to enter into executive session in order to discuss matters pertaining to the appointment of a public officer, with Council Members present. Time 6:09 p.m.

ADJOURNMENT:

There being no further business, Council adjourned 6:30 p.m.

City Clerk

Mayor

***A FULL TRANSCRIPT OF ALL COUNCIL MEETINGS IS AVAILABLE ON CD AT THE MORGANTOWN CITY LIBRARY.**

REGULAR MEETING OCTOBER 2, 2012:

The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, October 2, 2012 at 7:00 P.M.

PRESENT: City Manager Terrence Moore, Deputy City Manager Jeff Mikorski, City Attorney Steve Fanok, City Clerk Linda Little, Mayor Jim Manilla and Council Members: Ron Bane, Wes Nugent, Jenny Selin, Marti Shamberger, Bill Byrne, and Linda Herbst.

APPROVAL OF MINUTES: The minutes of the Regular Meeting of September 18th, 2012 were approved as printed.

CORRESPONDENCE: Mayor Manilla read a letter from Gene Perilli, owner of Perilli Apartments, who requested that Council not proceed with the distribution of recycling carts at this time, as there is no room to accommodate the carts at the apartments.

Councilor Selin read an excerpt from a letter thanking City Administration for a prompt reply and helpful resolution to her problem.

UNFINISHED BUSINESS: None.

BOARDS AND COMMISSIONS: By acclamation, Anna Marlene Savino was reappointed to the Building Commission; Shannon Tinnell to the Historic Landmarks Commission and J.T. Sraface to the Morgantown Utility Board. Also, by acclamation the following new appointments were made to the Human Rights Commission: Michael Fike, 2 years; John Hagen, 2 years; Anne Marie Lofaso, 1 year; Warren Harger, 1 year; Jan Derry, 1 year; Anna Marlene Robinson-Savino, 2 year and Don Spencer, 2 year.

SPECIAL COMMITTEE REPORTS: None.

NEW BUSINESS:

AN ORDINANCE TRANSFERRING OWNERSHIP OF REALTY IN THE “STADIUM LOOP” AREA TO THE WVU BOARD OF GOVERNORS: The below entitled Ordinance was presented for first reading:

AN ORDINANCE BY THE CITY OF MORGANTOWN APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, THE MORGANTOWN BUILDING COMMISSION, AND THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS, AS THE SAME APPLIES TO THE CITY OF MORGANTOWN TRANSFERRING ITS OWNERSHIP INTERESTS IN SPECIFICALLY IDENTIFIED REALTY LOCATED IN THE AREA COMMONLY KNOWN AS THE “STADIUM LOOP” TO THE WVU BOARD OF GOVERNORS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER RELATED DOCUMENTS NECESSARY FOR THE REALTY TRANSFER TO OCCUR.

Motion by Byrne, second by Selin to pass the above entitled Ordinance to second reading. After explanation from the City Manager, and City Attorney Steve Fanok, the rules were suspended to allow commentary from WVU representatives Attorney Rocky Gianola, Ron Justice and Randy Hudak. Following discussion, motion carried 7-0.

AN ORDINANCE REZONING SEVEN PARCELS OF REAL ESTATE IN THE FIFTH WARD FROM PUD TO R-2, B-2 & B-4: The below entitled Ordinance was presented for first reading:

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF SEVEN PARCELS OF REAL ESTATE IN THE THIRD AND FIFTH WARDS OF THE CITY OF MORGANTOWN FROM PUD, PLANNED UNIT DEVELOPMENT DISTRICT TO R-2, SINGLE- AND TWO-FAMILY RESIDENTIAL DISTRICT; B-2, SERVICE BUSINESS DISTRICT; AND, B-4, GENERAL BUSINESS DISTRICT BY AMENDING ARTICLE 1331.02 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

Motion by Shamberger, second by Byrne to pass the above entitled Ordinance to second reading. Motion carried 7-0.

AN ORDINANCE REZONING SIX PARCELS OF REAL ESTATE IN THE FIFTH WARD FROM R1-A TO R-2: The below entitled Ordinance was presented for first reading:

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF SIX PARCELS OF REAL ESTATE IN THE FIFTH WARD OF THE CITY OF MORGANTOWN FROM (R-1A) SINGLE-FAMILY RESIDENTIAL DISTRICT TO (R-2) SINGLE- AND TWO FAMILY RESIDENTIAL DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

Motion by Byrne, second by Shamberger to pass the above entitled Ordinance to second reading. Motion carried 7-0.

AN ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY AND WV-DHHR FOR REALTY AT THE MUNICIPAL AIRPORT: The below entitled Ordinance was presented for first reading:

AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, LESSOR, AND THE STATE OF WEST VIRGINIA, LESSEE, WHEREBY THE STATE OF WEST VIRGINIA LEASES REAL ESTATE FOR USE BY HE DEPARTMENT OF HEALTH AND HUMAN RESOURCES AT THE MORGANTOWN MUNICIPAL AIRPORT.

Motion by Byrne, second by Selin to pass the above entitled Ordinance to second reading. Motion carried 7-0.

A RESOLUTION AUTHORIZING THE EXECUTION OF A WEST VIRGINIA DIVISION OF CULTURE AND HISTORY CULTURAL FACILITIES GRANT, FUNDS FOR USE FOR THE METROPOLITAN THEATRE: The above entitled Resolution was presented for approval.

Motion by Shamberger, second by Nugent to pass the above entitled Ordinance to second reading. After discussion, motion carried 7-0.

Mayor Manilla recognized students in attendance from WVU Journalism Class 215.

PUBLIC PORTION:

Guy Panrell, South Hills Drive, thanked the Police and Fire departments for law enforcement efforts in his neighborhood. He thanked Council for extending and expanding the Urban Deer Archery Hunt, noting he attended the mandatory hunter safety class associated with the hunt. He thanked Council for being conservative with City funds and asked them to think ahead to what is important for the City.

Randy, WVU-SGA Liaison, announced plans for a renewed partnership with civic engagement. He asked Council to consider how volunteerism may be used for the betterment of the City.

There being no more appearances, Mayor Manilla declared the public portion closed.

CITY MANAGER’S REPORT:

NEW BUSINESS:

1. Alternative Retiree Health Coverage Program

After explanation from Mr. Moore, and additional comments from Finance Director J.R. Sabatelli and Commercial Insurance representative Greg Carpenter, questions and discussion was entertained by Council. With consensus of Council, the program will be considered further and brought up for approval at the October 16th Council Meeting.

2. Civic Promotions Contribution to Morgantown International Festival

After brief explanation from Mr. Moore, motion by Byrne, second by Selin to approve a budget adjustment of \$300 for the Morgantown International Festival. Motion carried by acclamation.

REPORT FROM CITY CLERK: City Clerk Linda Little, complimented City workers for fixing a leak in the Council Chambers ceiling, so that the meeting could take place this evening.

REPORT FROM CITY ATTORNEY: No Report.

REPORT FROM COUNCIL MEMBERS:

Councilor Bane: Councilor Bane encouraged the importance of voting, and the upcoming presidential debates. He also commented on the importance of the land transfer with WVU, and the maintenance of the City’s Bond Rating. He expressed concern over gas prices and asked that the fuel budget line items be reassessed to ensure adequate funds. He noted that he asked MUB for a report on the recent developments with the well drilling near the public water intake.

Councilor Nugent: Councilor Nugent thanked the WVU SGA for their “Save the Couches” anti-malicious burning PSA. He announced upcoming events at the Met Theatre and the Art is Food event.

Councilor Selin: Councilor Selin echoed interest in the Met Theatre and Arts Walk events. She mentioned the Suncrest Neighborhood Association Meeting, and their local candidates forum. She encouraged Council to take a student to lunch and get involved with the student perspective.

Councilor Shamberger: Councilor Shamberger thanked the Fire Department for their response to the street fires last weekend. She thanked Rick Bebout for his work with the Urban Archery Deer Hunt and noted the venison that has been donated to food banks as a result. She mentioned the Town & Gown meetings, and hoped that Morgantown’s downtown issues can be

discussed. Mayor Manilla and Ms. Little confirmed that this topic is on the agenda for discussion.

Councilor Byrne:

Councilor Byrne also commended the students on the “Save the Couches” PSA and encouraged expansion upon that idea, and its correlation with Sunnyside Up’s “Learn Not to Burn” campaign. He thanked the Public Works Department for their work on clearing the right-of-way on Buckhannon. He praised the formation of the Downtown Restaurant Association, and complimented Rick Bebout and the Urban Archery Deer Hunt operations. He further encouraged people to attend a performance of *Rag Time* at the Met Theatre.

Councilor Herbst:

Councilor Herbst offered additional praises for the Suncrest Neighborhood Association’s local candidate forum. She noted that WVU fans at the Maryland game were very receptive and friendly, and that along with the Goodwill Cities initiative there are a number of smaller groups working to accomplish the same goal of welcoming opposing team’s fans and encouraging friendly sportsmanship. She lastly noted that she is looking forward to see a performance of *Rag Time* at the Met Theatre.

Mayor Manilla:

Mayor Manilla announced two Proclamations for Arbor Day and for Nickelodeon’s World-Wide Day of Play. He announced that a local landlord in the Cass Street area as posted a reward to assist the Police Department in apprehending the arsonist who burned three cars last weekend. He also commended the work of the WVU SGA for the “Save the Couches” videos, and encouraged expansion on the concept as well.

EXECUTIVE SESSION: Motion by Nugent, second by Bane, and carried by unanimous consent, Council moved to enter into executive session pursuant to WV State Code section 6-9A-4(b)(2)(A) in order to discuss personnel matters with Council Members present, at 8:25 p.m. Executive session exited at 8:48 p.m.

ADJOURNMENT: There being no further items of business or discussion, the meeting adjourned by unanimous consent at 8:49 p.m.

City Clerk

Mayor

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Office of the City Clerk

TO: Honorable Mayor Manilla & Council

FROM: Linda L. Little, City Clerk

RE: Vote by Mail Election Expenses (* **other options see below**)

DATE: October 11th, 2012

Mailing at .42 cents per each Morgantown Printing & Binding	\$ 6300.00
P.O. Box for picking up mail	\$ 22.00
Ballots, Envelopes and Supplies	\$ 4545.00
Poll Workers for Ballot Deposit locations	\$ 2692.50
Poll Workers Training/Signing & Stuffing Ballots	\$ 1225.00
Poll Workers Sorting/Receiving Ballots	\$ 770.00
Poll Workers Election Day	\$ 1265.00
Poll Workers Election Night	\$ 1075.00

P.O. box city will only use from April 1 to May 1 and will get refund of \$11.00.

City Clerk will use ballot boxes in storage for deposit locations.

There are always hidden costs that come up, but at this time if we do VBM for 2013 the budget would be around **\$17,894.00**.

***COUNCIL ALSO HAS THE OPTION OF AMENDING THE CHARTER AND HAVING THE ELECTION ALONG WITH THE COUNTY AND/OR HAVING THE TRADITIONAL POLLING PLACES. (COST FOR HAVING THE TRADITIONAL ELECTION PROJECTED COST FOR 2013 WOULD BE \$13,622.50) DEPUTY CLERK BETHANY SYPOLT AND MYSELF FEEL IT IS *VERY IMPORTANT* THAT THE OFFICE PURSUE AN INTERGOVERNMENTAL AGREEMENT (NO \$\$\$ TO PURCHASE AT THIS TIME) WITH THE CITY OF GRAFTON FOR USE OF THEIR OPTICAL SCAN MACHINE FOR THE 2013 ELECTION, THIS CAN ALSO SAVE MONEY NOT HAVING TO HIRE AS MANY POLL WORKERS ELECTION NIGHT.**

BOARDS AND COMMISSIONS - TERMS EXPIRED AND CURRENT VACANCIES

URBAN LANDSCAPE COMMISSION:

Chamber of Commerce representative seat is still vacant and Chair is working with Chamber on replacement. Nominated by CM, from each ward, 13 members with staggered terms, 1 councilmember, and non-ward members must represent specific category.

***POLICE & FIRE CIVIL SERVICE COMMISSIONS:** NEW PRESIDENTS APPOINTED IN JANUARY.

****Information for Boards and Commissions vacancies are placed in the Dominion Post, are advertised on the City's Government Station Channel 15, and are posted at the Library and also information is on the City's Web Page.***

****Council decided on 3-21-06 by unanimous consent that if there is only one candidate for Boards & Commissions, the City Clerk will check with Council before scheduling a Special Meeting.***

10/03/2012

AN ORDINANCE BY THE CITY OF MORGANTOWN APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, THE MORGANTOWN BUILDING COMMISSION, AND THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS, AS THE SAME APPLIES TO THE CITY OF MORGANTOWN TRANSFERRING ITS OWNERSHIP INTERESTS IN SPECIFICALLY IDENTIFIED REALTY LOCATED IN THE AREA COMMONLY KNOWN AS THE "STADIUM LOOP" TO THE WVU BOARD OF GOVERNORS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER RELATED DOCUMENTS NECESSARY FOR THE REALTY TRANSFER TO OCCUR.

The City of Morgantown hereby ordains that it authorizes its City Manager to not only execute the attached agreement by and on behalf of the City of Morgantown, but also, to execute related documents necessary for the realty transfer to occur.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

AGREEMENT

by and among

**THE CITY OF MORGANTOWN, WEST VIRGINIA AND
MORGANTOWN BUILDING COMMISSION,
AS TRANSFERORS**

and

**WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST
VIRGINIA UNIVERSITY, A STATE INSTITUTION OF HIGHER EDUCATION,
AS TRANSFEREE**

Dated as of ____ • ____, 2012

WHEREAS, in furtherance of the parties' mutual desire to encourage development within the Loop Area and such other areas, Transferors desire to transfer to Transferee, and Transferee desires to acquire from Transferors, all of the Loop Parcels, upon the terms and conditions more particularly set forth herein; and

WHEREAS, there is currently pending in the United States Bankruptcy Court for the Northern District of West Virginia (the "Bankruptcy Court") in the Chapter 7 bankruptcy case of The Square at Falling Run, LLC (Case No. 1:11-bk-00753) (the "SFR Bankruptcy Case") an adversary proceeding with respect to that certain Ground Lease ("SFR Lease") dated April 17, 2008 between the Building Commission, the City and The Square at Falling Run, LLC (the "Adversary Proceeding"); and

WHEREAS, the consummation of the transactions contemplated hereby are subject to, among other conditions, the settlement and dismissal of the Adversary Proceeding and the termination of the SFR Lease.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements, representations and warranties herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

TRANSFER OF LOOP PARCELS AND RELATED ASSETS

1.1 Property to be Transferred. Subject to the terms and conditions set forth in this Agreement, at the Closing (as defined in Section 3.1 hereof), Transferors agree to convey, transfer, assign and deliver to Transferee, by apt and proper special warranty deeds, assignments and other instruments of conveyance and transfer satisfactory to Transferee and its counsel, and

7, of University Place, and being a parcel of real estate already owned by the Transferors prior to creation of "The Square at Falling Run Project".

(c) After the Closing, Transferee shall undertake and diligently pursue the following development initiatives:

(i) Within five years of the Closing Date, Transferee will begin construction of a project (herein, the "Loop Project") in the Loop Area and the area depicted on the map attached hereto as Exhibit A as the "Falling Run Road Area" (the "Falling Run Road Area") which will be an alternative project to The Square at Falling Run project originally contemplated in the Loop Area by The Square at Falling Run, LLC. Transferee anticipates that the total construction cost of the Loop Project subject to the City's business and occupation taxes (herein, "B&O taxes") will exceed \$60,000,000.

(ii) Transferee will develop projects (herein, the "College Park Projects") in that certain area of the City depicted on the map attached hereto as Exhibit A as the "College Park Area" (the "College Park Area").

(iii) Transferee will also develop not less than 20,000 square feet of dedicated retail, commercial and/or other rental space which will be subject to City B&O taxes in one or more of the following areas: the Loop Area, the College Park Area, the Falling Run Road Area, and that certain area depicted on the map attached hereto as Exhibit A as the "Sunnyside Area" (all of such retail, commercial and/or other rental space being hereinafter referred to collectively as the "Commercial Space").

(iv) Promptly after the Closing, Transferee will solicit one or more grants in an aggregate amount of not less than \$1,000,000 from various governmental agencies

(d) On August 31, 2026, Transferee shall pay to City (in its own capacity and on behalf of the Building Commission) the sum of \$4,200,000 (the "2026 Payment"), less the following credits:

(i) All B&O taxes paid to the City prior to August 31, 2026 for construction expenditures on the Loop Project in excess of \$30,000,000;

(ii) All B&O taxes paid to the City prior to August 31, 2026 for construction expenditures on the College Park Project;

(iii) All B&O taxes paid to the City prior to August 31, 2026 arising from and directly associated with any construction, retail, commercial, rental and other development activities located in, or with respect to the completion of, the Commercial Space; and

(iv) All Airport Grant Funds received or obtained prior to August 31, 2026 as a result of Transferee's direct solicitation efforts, or indirectly as a result of specifically identifiable efforts, contacts or commitments made by Transferee. The City and Transferee understand and agree that there may be instances when Airport Grant Funds are obtained through the joint efforts of such parties, and in such instances City and Transferee shall upon payment of such Airport Grant Funds agree on an allocation of the amount of credit from such payment to be applied to the 2026 Payment.

2.2 Post-Closing Reports. [On or by July 10, 2013,] and on or by the tenth (10th) day of each calendar quarter thereafter (*i.e.*, April 10, July 10, October 10 and January 10), the City shall account for and notify Transferee in writing of the City's receipt of all taxes and funds covered by and described in Sections 2.1(c)(i)-(iv) above during the immediately preceding quarter, and the City and Transferee shall annually, within 60 days following the end

(a) Transferors shall deliver to Transferee (in form and substance satisfactory to Transferee and its counsel) one or more special warranty deeds, bills of sale, assignments (including acceptances and acknowledgments thereof), endorsements, titles, and such other instruments of conveyance as may be reasonably requested by Transferee to transfer and convey the Assets to Transferee and to otherwise effect the consummation of the transactions contemplated by this Agreement and which are normal and customary in transactions of like kind;

(b) Transferors shall deliver to the title insurance company designated by Transferee affidavits, dated as of the Closing Date, in the form then required by such title insurance company to insure title at its regular rates in accordance with its title commitments;

(c) The City and Transferee shall execute and deliver to each other the Mutual Release and Cancellation Agreement with respect to that certain Memorandum of Understanding dated as of December 4, 2003, in the form attached hereto as Exhibit B;

(d) Transferee shall execute and deliver to MHA, if Transferee and MHA have agreed upon the form thereof, the New Easement;

(e) The City shall execute and deliver the Old Easement Conveyance to Transferee;

(f) Transferee shall have received evidence satisfactory to Transferee that the SFR Lease has been transferred to Transferee pursuant to the authority of the Bankruptcy Court in the SFR case, and that subsequent to Transferee's acquisition of the SFR Lease both Transferee and the City have terminated the SFR Lease; and

(g) Transferee shall deliver the Closing Payment to the City in its own capacity and on behalf of the Building Commission.

contemplated hereby have been duly authorized by all necessary legal proceedings on the part of such Transferor, including, but not limited to, the approval of The City Council of Morgantown, West Virginia, and no other corporate or legal proceedings are necessary to authorize this Agreement and the transactions contemplated hereby or to consummate the transactions contemplated hereby on behalf of Transferors. This Agreement has been duly executed and delivered by Transferors and constitutes a valid and binding obligation of Transferors, enforceable in accordance with its terms.

4.3 Compliance with Law. Except in such matters subject to the SFR Bankruptcy Case, including the Adversary Proceeding, neither Transferor has received any written orders, notices of investigation, assessments or any other notices from any government, governmental instrumentality, agency or body, arbitration tribunal or court, domestic or foreign, that such Transferor or the Loop Parcels owned by it, or any part thereof, is in violation of any law, regulation, rule, order, decree or judgment applicable to the Loop Parcels. Each of the Loop Parcels owned by such Transferor is in compliance in all material respects with all applicable laws, regulations, rules, orders, judgments and decrees of any government, governmental instrumentality, agency or body, arbitration tribunal or court, domestic or foreign, having jurisdiction over any of the Loop Parcels.

4.4 Environmental. To Transferors' actual knowledge, no hazardous materials have been used, discharged or stored on or about the Loop Parcels, and no such hazardous materials are now located on or below the surface of the Loop Parcels. As used herein, "hazardous materials" shall mean asbestos, oil as defined in the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, and any "hazardous substance," "hazardous materials" or "hazardous wastes" as defined or used in the Federal Water Pollution Prevention and Control

of their business or operations requires any consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority or any other person in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

4.8 Brokers. No broker or finder has acted directly or indirectly for Transferors in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commission in respect thereof based in any way on agreements, arrangements or understandings made by or on behalf of Transferors.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF TRANSFEEE

Transferee hereby represents and warrants to Transferors as follows:

5.1 Corporate Organization and Authority. Transferee is a public agency duly organized and validly existing under the laws of the State of West Virginia, authorized to determine, control, supervise and manage the financial, business and education policies and affairs of West Virginia University, and has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

5.2 No Default or Breach of Obligations. Neither the execution or delivery by Transferee of this Agreement and the documents to be executed and delivered by it pursuant hereto, nor the consummation of the transactions contemplated herein or therein, will conflict with, violate or result in the breach of or constitute a default under any law, regulation, order, writ, injunction, decree, determination or award of any court, governmental department, board,

Closing, to its officers, employees, agents, properties, operating manuals, books and records, and shall furnish Transferee all financial information, operating manuals and other data and information relating to the Loop Parcels as Transferee, through its officers, employees or agents, may reasonably request, including, but not limited to, environmental studies, title opinions, surveys and maps.

6.3 Consents; Additional Agreements. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, including (i) using reasonable efforts to remove any legal impediment to the consummation or effectiveness of such transactions, and (ii) using reasonable efforts to obtain all necessary waivers, consents and approvals of all third parties and governmental bodies, and to effect all necessary filings with all applicable state and federal governmental agencies or authorities.

ARTICLE VII

CONDITIONS TO OBLIGATIONS OF TRANSFEEE

Each and every obligation of Transferee under this Agreement to be performed on or before the Closing shall be subject, unless waived by Transferee, to the satisfaction on or before the Closing Date of each of the following conditions:

7.1 Bankruptcy Court Approval of Transferee Purchase of SFR Lease and Dismissal of the Adversary Proceeding. The purchase of all right, title and interest of the Trustee in and to the SFR Lease by the Transferee from the Trustee in the SFR Bankruptcy Case pursuant to an order of the Bankruptcy Court, free and clear of all liens, claims and

7.5 Condition and Sufficiency of Assets. Since the execution of this Agreement, the Loop Parcels shall not have been adversely affected in any material way as the result of any act of God, fire, flood, war, labor disturbance or similar calamity, or by the actions of any lessee thereof or any other persons, and there shall not otherwise have been any material adverse change in the condition of the Loop Parcels since the date hereof.

7.6 Reconveyance of Old Easement. The City shall have reconveyed the Old Easement to Transferee in a form satisfactory to Transferee.

7.7 Representations and Warranties True. The representations and warranties contained in Article IV hereof shall be in all material respects true and accurate as of the date when made and at and as of the Closing Date.

7.8 Performance of Covenants. Transferors shall have performed and complied in all material respects with each and every covenant, agreement and condition required to be performed or complied with by it prior to or on the Closing Date.

7.9 No Governmental or Other Proceeding or Litigation. No order of any court or administrative agency shall be in effect which restrains or prohibits the transactions contemplated hereby, and no suit, action, investigation, inquiry or proceeding by any governmental body or other person or legal or administrative proceeding shall have been instituted or threatened which questions the validity or legality of the transactions contemplated hereby or seeks to impose any liability on Transferee as a result of the transactions contemplated hereby.

7.10 Approvals and Consents. All consents and approvals of any private person, and all consents and approvals or the absence of disapprovals within applicable time periods, from public authorities, Federal, state, foreign or local (or exemptions from the

Adversary Proceeding and the release of the City, the Building Commission and their respective officers and employees from any and all liability with respect to the SFR Lease and the Adversary Proceeding. Notwithstanding the foregoing, it is the Transferors' position that the SFR Lease has been automatically rejected, but Transferors will cooperate with Transferee in connection with the entry of the order described in this sub-paragraph

8.2 Termination of the SFR Lease. Following Transferee's purchase of the SFR Lease, the Transferee and the Transferors shall enter into an agreement, in the form attached hereto as Exhibit C, immediately terminating the SFR Lease without liability to any party.

8.3 Dismissal of Certain Litigation Against City. The Trustee of the Bankruptcy Case of McCoy 6, LLC shall have caused civil action numbers 1:10CV54 and 1:10CV55 pending in the United States District Court for the Northern District of West Virginia, and adversary proceeding numbers 10-ap-00026 and 10-ap-00025 pending in the Bankruptcy Court, against the City and the City's officers and employees relating to Mountaineer Court to be dismissed as against the City and its officers and employees with prejudice, and the Trustee in the Bankruptcy Estates of McCoy 6, LLC, The Square at Falling Run, LLC and Augusta Apartments, LLC will release the City and its officers and employees from any and all claims with respect thereto.

8.4 Representations and Warranties True. The representations and warranties contained in Article V hereof shall be in all material respects true and accurate as of the date when made and at and as of the Closing Date.

8.5 Performance of Covenants. Transferee shall have performed and complied in all material respects with each and every covenant, agreement and condition

8.9 Certificates. Transferee shall have furnished Transferors with such certificates of its officers to evidence compliance with the conditions set forth in this Article VIII as may be reasonably requested by Transferors.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Risk of Loss. Risk of loss of, or damage or destruction to, any of the Assets to be transferred to Transferee hereunder from fire or other casualty or cause, shall be borne by Transferors at all times prior to the Closing Date.

9.2 Entire Agreement. This Agreement, including the Schedules which form a part hereof, contains the entire understanding of the parties hereto in respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

9.3 Survival of Representations and Warranties. All representations, warranties, agreements, covenants and obligations made or undertaken by Transferee or Transferors in this Agreement (including the Schedules attached hereto), or in any certificate, instrument or document delivered by or on behalf of any of the parties pursuant to this Agreement, shall survive the Closing hereunder.

9.4 Amendment and Modification. This Agreement may be amended, modified and supplemented only by an instrument in writing signed by all of the parties hereto.

9.5 Assignment. This Agreement and all the provisions hereof shall be binding upon and inure to the benefits of the parties and their respective successors and

Morgantown Building Commission
c/o City Manager
389 Spruce Street
Morgantown, West Virginia 26505

or to such other address as a party shall hereafter specify by notice in writing to the other.

9.7 Non-waiver. No waiver or omission by either party to require performance by the other party of any of the terms and conditions of this Agreement, and no forbearance or indulgence granted or shown by either party, shall be effective unless contained in a written instrument signed by the waiving party, nor shall it release, discharge or in any manner affect or prejudice the right of a party at any time to require strict and full performance by the other of any or all provisions or obligations of this Agreement on the latter's part to be performed unless it is so stated in said writing.

9.8 Expenses. Regardless of whether the Closing occurs, each party shall bear its own expenses in connection with this Agreement and the transactions herein contemplated, except to the extent resulting from a misrepresentation by either party or the breach by either party in performing their respective obligations herein, and except as otherwise expressly provided herein.

9.9 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person other than the undersigned parties any rights or remedies under or by reason of this Agreement.

9.10 Further Assurances.

(a) Transferors hereby agrees, upon the request of Transferee and without additional consideration, to take any and all steps reasonably necessary to place Transferee in possession and operating control of the Assets, and will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further

9.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

9.14 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of West Virginia (without reference to any conflicts of laws principles thereof).

[Signature Page Follows]

SCHEDULE 1.1

LIST OF PROPERTIES TO BE PURCHASED FROM THE CITY OF MORGANTOWN OR CITY OF MORGANTOWN BUILDING COMMISSION

<u>Map No.</u>	<u>Parcel No.</u>	<u>Description</u>	<u>Title to Property in Name of:</u>	<u>Total Taxes Due</u>
20	394	BL A, N PT Lot 5,6 Univ Pl #1	City of Morgantown Bldg. Comm.	Tax Exempt
20	395	BL A, N PT LOT 4 UNIV PL #1	City of Morgantown Bldg. Comm.	Tax Exempt
20	396	BL A PT LOT 3 276 STEWART	City of Morgantown Bldg. Comm.	Tax Exempt
20	397	BL A PT LOTS 1,2 270 STEW	City of Morgantown Bldg. Comm.	Tax Exempt
20	400	.23 AC BEAUTY TERRACE ADD STEWART & UNIV	City of Morgantown Bldg. Comm.	Tax Exempt
20	402.2	1 AC BETWEEN UNIV AVE & CAMPUS DRIVE	City of Morgantown Bldg. Comm.	Tax Exempt
20	403	BL B LOT 4 1900 UNIV AVE	City of Morgantown Bldg. Comm.	Tax Exempt
20	404	BL B PT LOT 3 1906 UNIV AVE	City of Morgantown Bldg. Comm.	Tax Exempt
20	404.1	BL B PT LOT 3 285 FALLING R	City of Morgantown Bldg. Comm.	Tax Exempt
20	405	BL B LOT 2 1908 UNIV AVE	City of Morgantown Bldg. Comm.	Tax Exempt
20	406	BL B, LOT 1 1912 UNIV AVE	City of Morgantown Bldg. Comm.	Tax Exempt
20	407	BL A, PT LOTS 2 THRU 8	City of Morgantown Bldg. Comm.	Tax Exempt
20	408	BL A, PT LOT 7 YOKE STREET	City of Morgantown Bldg. Comm.	Tax Exempt
20	409	BL A, N PT LOT 8 42 YOKE ST	City of Morgantown Bldg. Comm.	Tax Exempt
20	410	BL A PT LOT 9 & PARCEL 46 YOKE STREET	City of Morgantown Bldg. Comm.	Tax Exempt
20	411	BL C, LOT 1 UNIVERSITY PL	City of Morgantown Bldg. Comm.	Tax Exempt
20	412	BL C LOTS 2,3 & STRIP 295 FALLING RUN ROAD	City of Morgantown Bldg. Comm.	Tax Exempt
20	413	BL C LOTS 4,5 & STRIP 291 FALLING RUN ROAD	City of Morgantown Bldg. Comm.	Tax Exempt
20	414	BL A PT LOT 9,10 54 YOKE ST	City of Morgantown Bldg. Comm.	Tax Exempt
20	416	BL A LOT 11 60 YOKE STREET	City of Morgantown Bldg. Comm.	Tax Exempt
20	417	BL A LOT 12 64 YOKE STREET	City of Morgantown Bldg. Comm.	Tax Exempt
20	419	BL A LOT 13 68 YOKE STREET	City of Morgantown Bldg. Comm.	Tax Exempt
20	520	BL B, LOT PT 7, ALL 6	City of Morgantown Bldg. Comm.	Tax Exempt
20	521	BL B, LOT 5 FALLING RUN	City of Morgantown Bldg. Comm.	Tax Exempt
20	524	BL B, LOT 2 298 FALLING RUN	City of Morgantown Bldg. Comm.	Tax Exempt
20	525	BL B, LOT 1 294 FALLING RUN	City of Morgantown Bldg. Comm.	Tax Exempt
20	526	BL B, LOT 9 290 FALLING RUN	City of Morgantown Bldg. Comm.	Tax Exempt
20	527	BL B, PT LOT 7 286 FALLING	City of Morgantown Bldg. Comm.	Tax Exempt
20	528	BL B, LOT 8, PT 7 282 FALLING RUN	City of Morgantown Bldg. Comm.	Tax Exempt
20	529	BL B, PT LOT 10 278 FALLING RUN	City of Morgantown Bldg. Comm.	Tax Exempt
20	530	BL B, PT LOT 10 1890 UNIV A	City of Morgantown Bldg. Comm.	Tax Exempt
20	531	BL B, LOT 11 1880 UNIV AVE	City of Morgantown Bldg. Comm.	Tax Exempt
20	540	BL A, LOT 3 723 COLLEGE AVE	City of Morgantown Bldg. Comm.	Tax Exempt
20	543	BL A, LOT 6, PT 18 729 COLLEGE AVE	City of Morgantown Bldg. Comm.	Tax Exempt

EXHIBIT A LEGEND

“Loop Area” – those areas depicted as hatched in blue upon the Official Tax Maps attached hereto as follows:

- A. Morgantown Corporation, District 1, Map No. 20; and**
- B. Morgantown Corporation, District 1, Map No. 26.**

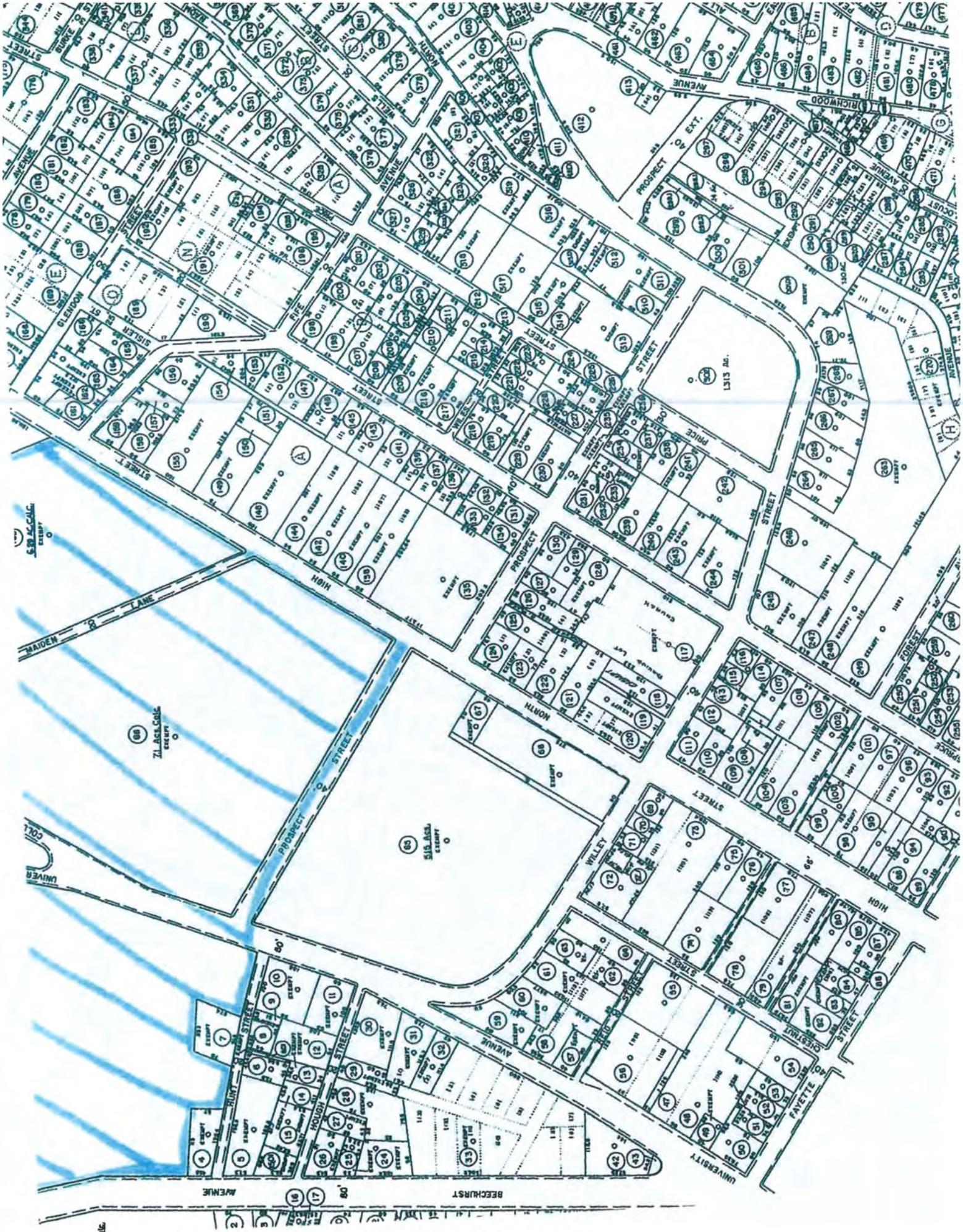
“Falling Run Road Area” – those areas depicted as hatched in red upon those certain Official Tax Maps attached hereto, as follows:

- A. Morgantown Corporation, District 1, Map No. 20;**
- B. Morgantown Corporation, District 1, Map No. 21; and**
- C. Morgan District, District 12, Map No. 8B.**

“College Park Area” – the area depicted and outlined in black upon the plat of survey for West Virginia University Board of Governors dated April 28, 2010, prepared by Alpha Associates, Incorporated attached hereto.

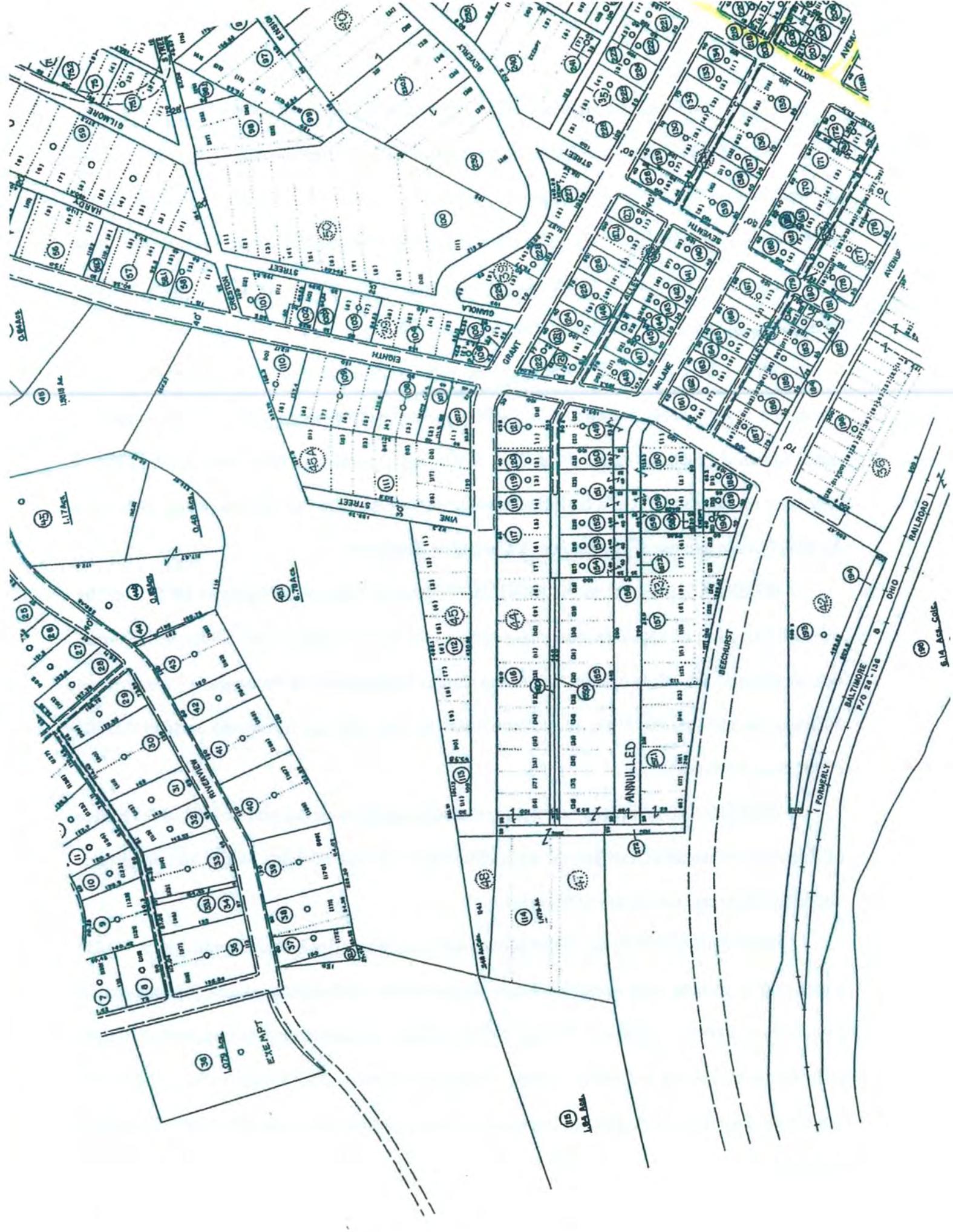
“Sunnyside Area” – those areas depicted upon the Official Zoning Map to the City of Morgantown as Central Sunnyside Overlay and South Sunnyside Overlay, all as more particularly depicted as hatched in yellow upon those certain Official Tax Maps attached hereto, as follows:

- A. Morgantown Corporation, District 1, Map No. 20;**
- B. Morgantown Corporation, District 1, Map No. 19;**
- C. Morgantown Corporation, District 1, Map No. 14; and**
- D. Morgantown Corporation, District 1, Map No. 15.**





3-5



GILMORE
HARDY
CROSSEDON
EIGHTH
GRANT
GRAND
MCLANE
SEVENTH
SOUTH AVENUE

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ANNULLED
RECURST
RAILROAD
FORMERLY BALTIMORE P.O. 28-738 OHIO
S. 14. Area Colls.

partners, members, representatives, attorneys, and all other persons, firms, partnerships or corporations affiliated or allied-in-interest with said entities, agree as follows:

1. The MOU is hereby cancelled and terminated as of the Effective Date hereof and is no longer in force and effect;

2. The Notice of Exercise is hereby rescinded, cancelled and terminated as of the Effective Date hereof and is no longer in force and effect.

3. City, WVU and Commission are hereby released from any and all rights, duties and obligations under the MOU and the Notice of Exercise.

4. This Agreement shall be covered and construed and enforced in accordance with laws of the State of West Virginia.

5. This Agreement and the rights and obligations hereunder shall be binding upon and insure to the benefit of the parties hereto, their respective heirs, administrators, successors, assigns, predecessors in ownership or interest, successors in ownership or interest, transferees and assigns, and all of their collective past, present and future parents, subsidiaries, divisions affiliates, owners, employees, presidents, chief executive officers, principals, directors, officers, shareholders, servants, agents, partners, members, representatives, attorneys, and all other persons, firms, partnerships or corporations affiliated or allied-in-interest with said entities.

6. The parties acknowledge that they have read this Agreement after discussing it with their attorneys and that they have reviewed all terms and conditions herein and they understand the meaning and affect thereof and have willingly entered into and executed this Agreement.

7. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter of this Agreement. No oral

COMMISSION:

The City of Morgantown Building
Commission, a West Virginia public
corporation

Date: _____

By: _____

Name: _____

Its: _____

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, To-Wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2012, by _____, the duly authorized _____,
of The City of Morgantown, a municipal corporation, for and on behalf of said municipal
corporation.

My commission expires _____.

[NOTARIAL SEAL]

Notary Public

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, To-Wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2012, by _____, the _____ of West
Virginia University, acting on behalf of the West Virginia University Board of Governors, a
body politic of the State of West Virginia, on behalf of said body politic.

My commission expires _____.

[NOTARIAL SEAL]

Notary Public

EXHIBIT C

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement") dated this ____ day of _____, 2012 by and among THE CITY OF MORGANTOWN BUILDING COMMISSION, a West Virginia public corporation ("Lessor"), THE CITY OF MORGANTOWN, a municipal corporation and third party beneficiary ("City"), and THE BOARD OF GOVERNORS OF WEST VIRGINIA UNIVERSITY FOR AND ON BEHALF OF WEST VIRGINIA UNIVERSITY ("Lessee").

R E C I T A L S:

WHEREAS, Lessor, City and The Square at Falling Run, LLC ("SFR") entered into that certain Ground Lease dated April 17, 2008, a Memorandum of which has been recorded in the office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book 1365, at page 161, as amended by that certain Amendment of Lease dated August 19, 2008, of record in the aforesaid Clerk's Office in Deed Book 1375, at page 438 (collectively, the "Lease"), pursuant to which Lessor leased to SFR certain parcels of real estate located in the Fourth and Fifth Wards of the City of Morgantown, West Virginia; and

WHEREAS, SFR is now a debtor in a Chapter 7 bankruptcy proceeding pending in the United States Bankruptcy Court for the Southern District of West Virginia (Case No. 1:11-bk-00753) ("Bankruptcy Court"); and

WHEREAS, pursuant to an order of the Bankruptcy Court entered on _____, the Bankruptcy Trustee of the SFR bankruptcy estate, sold, assigned and transferred the Lease to Lessee; and

WHEREAS, Lessor, City and Lessee now desire to terminate the Lease.

THE CITY OF MORGANTOWN, a municipal corporation

By: _____

Name: _____

Its: _____

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

By: _____

Name: _____

Its: _____

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, To-Wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, the duly authorized _____, of The City of Morgantown Building Commission, a West Virginia public corporation, for and on behalf of said corporation.

My commission expires _____.

[NOTARIAL SEAL]

Notary Public

EXHIBIT D



AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN, LESSOR, AND THE STATE OF WEST VIRGINIA, LESSEE, WHEREBY THE STATE OF WEST VIRGINIA LEASES REAL ESTATE FOR USE BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES AT THE MORGANTOWN MUNICIPAL AIRPORT.

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

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

CONTRACT OF LEASE

THIS CONTRACT OF LEASE, made **September 17, 2012**, by and between **CITY OF MORGANTOWN**, a municipal corporation, hereinafter referred to as "Lessor," and the **STATE OF WEST VIRGINIA**, by the Department of Administration, Real Estate Division, hereinafter referred to as "Lessee".

WHEREAS, pursuant to provisions of Chapter 5A, Article 10, Code of West Virginia, as amended, a Chief Executive Officer of the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES** certifies that the space herein leased is necessary for the proper function of this department, and that satisfactory space is not available in other buildings now owned or leased by the State; and

WHEREAS, the Secretary of the Department of Administration, by executing this lease, hereby leases the premises for use by the **DEPARTMENT OF HEALTH AND HUMAN RESOURCES**, hereinafter referred to as "Tenant".

NOW THEREFORE, THIS CONTRACT OF LEASE WITNESSETH:

That for and in consideration of the full and complete performance of the covenants, terms, and conditions hereinafter set forth, the Lessor hereby leases unto the Lessee, for use by the Tenant, the following described Premises:

Office space consisting of 4,575 square feet, more or less, along with 10 parking spaces and the surface land including the tower, and dish attached to existing water tower within the site plan, located at 190 Hart Field Road, in the City of Morgantown, Monongalia County, West Virginia, (hereinafter referred to as the "Premises") and as depicted in the floor plans/drawings attached hereto and collectively referred to as Exhibit "A-1" and Exhibit "A-2." Tenant's use of the tower shall be subject to the conditions set forth in Exhibit "B" hereto attached.

The parties hereto covenant and bind themselves as follows:

(1) USE

Tenant shall use the Premises for the northern operations of the emergency communications system, general office purposes and a call center in compliance with all applicable federal, state and local laws, codes, rules and regulations ("Laws").

(2) TERM AND NOTICES

The term of this Contract of Lease, subject to the provisions hereof, shall commence on **October 1, 2012**, and end at midnight on **September 30, 2022**. This Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is canceled by the Lessee before the end of the then current fiscal year.

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:

To the Lessee

Department of Administration
Real Estate Division
900 Pennsylvania Ave., Suite 500
Charleston, West Virginia 25302

To the Lessor

City of Morgantown
Office of City Manager
389 Spruce Street
Morgantown, WV 26505

(3) PREPARATION OF PREMISES

(a) Lessor's Work. On or before the Commencement Date Lessor, at its sole cost, shall complete the preparation of the Premises for the occupancy needs of the Tenant. Lessor shall deliver the Premises to Tenant in satisfaction of all the following conditions: Lessor's Work and the Premises are substantially complete in accordance with this Lease; the Premises satisfies all applicable building codes then in effect relating to Landlord's Work; the Premises is in suitable condition for occupancy with the receipt of a valid certificate of occupancy, or its equivalent, if applicable, allowing Tenant to conduct its business at the Premises; upon receipt of an approval letter from the State Fire Marshall, if applicable; and upon acceptance of the Premises in writing by the Lessee. Tenant must accept or reject the Premises, in writing, within ten (10) days of Tenant's receipt of a valid certificate of occupancy. If Lessor does not receive any written notice from Tenant regarding its acceptance or rejection of the Premises within ten (10) days of its receipt of a valid certificate of occupancy, then the Premises shall be deemed accepted by Tenant. In the event the date on which Lessor delivers the Premises to Tenant after the Commencement Date, said delivery of the Premises under this Section shall have no effect on the definition of Commencement Date and shall not change the Term as specified under Section 2 above. All of Landlord's Work will be in compliance with Fire Marshall Regulations, Americans with Disabilities Act of 1990, and all other building codes and industry standards as required by local, State and Federal codes and the authority having jurisdiction. The contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor wage rates as established for the County in which the work is being performed pursuant to West Virginia Code § 21-5A-1, et seq.

(b) Tenant's Work. Tenant, at its sole cost, shall have the right to complete the tenant improvements which are expressly identified in Exhibit "B", attached hereto and made a part hereof by this reference, as being Tenant's responsibility, if any ("Tenant's Work"). Lessor hereby consents to Tenant performing Tenant's Work.

(4) RENT

The Lessee covenants that the Tenant shall pay unto the Lessor as rent for the premises herein leased, the sum of **FIVE THOUSAND, THREE HUNDRED, THIRTY-SEVEN and 50/100 DOLLARS (\$5,337.50) PER MONTH (\$14.00 annual per square foot rate)** payable upon receipt of invoice from Lessor to the Tenant and payable on the first day of every month for the preceding month during the term of this Contract of lease. Tenant shall also pay Lessor a prorated rent for any fractional or partial month if the Commencement Date falls on any other day than the first day of the calendar month as described in Section 2 above.

(5) UTILITIES AND OTHER RELATED SERVICES

(a) Lessor. Lessor shall furnish and timely pay when due and payable, at no additional cost to the Lessee or Tenant, the following utilities and services to or for the benefit of the Premises:

- (i) Electricity, gas, water and sewer service.
- (ii) Snow and ice removal from the parking areas, drives, sidewalks and other Common Areas.
- (iii) Janitorial service.
- (iv) To the extent not included in the janitorial service, garbage removal from the real property, including the Premises, building, and Common Areas.
- (v) Window washing services for the exterior windows of the building at least twice annually.

- (vi) Heating, ventilation and air conditioning ("HVAC") service sufficient to maintain a temperature range at all times in the Premises between 68° F and 76° F. Tenant, at its expense, and with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, may install such supplemental air-conditioning units within the Premises as Tenant deems necessary, provided that such supplemental units do not interfere with or affect the HVAC system serving the Premises and building.
- (vii) If the Premises are on the second floor of the building or higher, Lessor shall furnish elevator service to such floor, with elevator location most convenient to the Premises.

(b) Tenant. Tenant, at its expense, shall furnish and provide payment to the applicable company or vendor for the following utilities and services to or for the benefit of the Premises:

- (i) Tenant shall have the right to install a key card access system or any other security system for the Premises, using such security services provider as Tenant may choose in its sole discretion. Tenant, at its sole discretion, can elect to remove said system at any time, provided that Tenant, at its sole expense, shall repair any damage resulting from such removal.
- (ii) Janitorial Supplies.

(c) Interruption. If any utilities or services are interrupted for reasons within Lessor's control and as a result, Tenant's use of the Premises is interrupted for three (3) consecutive business days, Tenant's obligation to pay Rent shall equitably abate commencing upon the fourth (4th) business day and continuing until such time as the interruption ceases. In the event Tenant's ingress to or egress from the Premises is interfered with such that Tenant is unable to conduct its business at the Premises for a period in excess of three (3) consecutive business days, Tenant's Rent shall equitably abate commencing upon the fourth (4th) business day and continuing until such time as the interference ceases.

(6) MAINTENANCE

(a) Lessor. Lessor shall maintain and promptly make all necessary repairs and replacements to the Premises, building, and Common Areas, including without limitation, the foundation, structure, exterior walls, exterior windows, exterior doors, roof, ceilings, gutters, downspouts, plumbing, paint, carpet, electrical, light fixtures and bulbs, HVAC and associated filters and other building systems, parking areas, driveways, sidewalks and landscaping.

(b) Tenant. Tenant, at its sole expense, shall maintain its personal property, equipment, and trade fixtures within the interior of the Premises.

(c) Compliance with Laws. Lessor represents and warrants to Tenant that throughout the Term of this Lease, the Premises, building and Common Areas are and shall remain in compliance with all applicable Laws, including, but not limited to, the Americans with Disabilities Act of 1990. Tenant shall use and maintain the Premises in compliance with all applicable Laws during the Term hereof, excluding those items that are the responsibility of Lessor hereunder.

(7) DEFAULT

(a) Tenant's Default. In the event Lessee or Tenant defaults in any of the covenants contained herein, the Lessor shall notify the Lessee, in writing, of such default and if such default is not corrected within sixty (60) days after Lessee's receipt of written notice, the Lessor may terminate the Lease upon providing ten (10) days written notice of termination to Lessee.

(b) Lessor Default. If Lessor fails to perform any of its obligations under this Lease, and said failure shall continue for a period of twenty (20) days after receipt of written notice of default from Lessee (provided such default can be cured within twenty (20) days and if not, then within a reasonable time thereafter, provided Lessor commenced such cure within twenty (20) days and thereafter diligently pursues such cure to completion), Tenant shall have the right to take such remedial action or complete such maintenance or repairs as may be necessary to place the Premises in good, safe and sanitary condition. In the event Tenant exercises its right to take remedial action, Lessor shall promptly reimburse the costs incurred by Tenant in curing such default upon receipt of an invoice from Lessee, which shall be accompanied by reasonable supporting documentation. If Lessor fails to reimburse Tenant within thirty (30) days after receipt of Lessee's invoice, Tenant, in addition to all other available rights and remedies, shall have the right to deduct such unpaid amount from the next installment(s) of Rent due to Lessor until reimbursed in full.

(c) General. In all instances of default, the non-defaulting party shall use reasonable efforts to mitigate its damages. All rights and remedies of Lessor, Lessee, and Tenant enumerated herein shall be cumulative and shall not be construed to exclude any other rights or remedies available under this Lease, at law or in equity. No waiver of any right or remedy by a party on one occasion shall constitute a waiver of the same right or remedy on future occasions. In the event of an emergency, the cure periods set forth in Sections 16(a) and 16(b) shall be shortened to a period of time reasonable under the circumstances. An emergency situation is a condition which threatens the Premises or building with the probability of imminent substantial damage or destruction or which creates an imminent risk of personal injury.

(8) EQUIPMENT AND TRADE FIXTURES

Tenant, at its sole expense, shall be entitled to install such equipment and trade fixtures in the Premises as it deems necessary or appropriate for the conduct of its business. Such equipment and trade fixtures shall remain the personal property of Tenant and may be removed by Tenant on or before the expiration or termination of this Lease, provided that Tenant, at its sole expense, shall immediately repair any damage resulting from such removal. Tenant, upon prior notice to Lessor, shall be entitled to make such alterations and improvements to the Premises as Tenant deems necessary or advisable for its business so long as such alterations and improvements are nonstructural in nature, do not affect the building systems, do not affect the exterior of the building or any Common Areas, and are made in compliance with all applicable Laws. Lessor shall not charge any supervisory fees in connection with any such alterations and improvements by Tenant. Tenant shall not permit any mechanic's liens to be filed in connection with such work. Within thirty (30) days after Tenant receives written notice of the filing of any such mechanic's lien, Tenant shall cause such lien to be released or discharged. Tenant shall not be required to remove any equipment or trade fixtures by or for Tenant in compliance with the terms of this lease. In the event that the Tenant desires to remove any said equipment or trade fixtures, Tenant shall, at its sole expense, on or before the expiration or termination of this Lease, immediately repair any damage resulting from such removal.

This paragraph shall apply to Tenant's key card access system or any security system for the Premises as set forth in Section 5(b)(i).

(9) INSURANCE

Throughout the Term, Tenant shall maintain and timely provide payment for, at its sole cost and expense, commercial general liability insurance naming the Lessor as an additional insured with coverage

limits of at least \$1,000,000.00 for liability resulting from injury or death, and from damage to property, occurring in or about the Premises, building and Common Areas. In addition, 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.

(10) TAXES AND ASSESSMENTS

The lessor shall timely pay for all real estate taxes, other taxes and assessments levied on the subject Premises, the building, or the Common Areas, or the underlying real property during the term of this lease.

(11) TRANSFER OR ASSIGNMENT OF LEASE

The Lessee agrees not to transfer or assign this lease, or sublet the subject premises without the written consent of the Lessor except, however, the Lessee may, at its option, reassign this lease and the space leased herein to another State agency other than the tenant named herein, with all other terms and conditions remaining the same throughout the remainder of the term of the lease.

(12) 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 Lessor's decision. Should Lessor decide not to repair the premises, this lease shall terminate, and Lessee 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.

(13) PROVISIONS FOR IMMEDIATE TERMINATION

It is further agreed by and between the parties hereto that this lease shall be considered canceled, without further obligation on the part of the Lessee, if the State Legislature or the Federal Government should subsequently fail to appropriate sufficient funds therefore, or should otherwise act to impair this lease or cause it to be canceled [see West Virginia Code § (5A-10-5(c)(2)], or in the event it shall become unlawful to maintain a State facility on leased premises. 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.

(14) CANCELLATION OF LEASE

It is further agreed by and between the parties hereto that the Department of Administration, as 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 days prior to the last day of the succeeding month [see West Virginia Code §5A-10-5(c)(1)].

(15) ACCESS TO PREMISES

Upon reasonable prior notice to Tenant, Lessor and its representatives shall have the right to enter the Premises at all reasonable times during regular business hours to inspect the same, to maintain and repair the Premises and the building, to post such reasonable notices as Lessor may desire to protect its rights, and during the ninety (90) days immediately preceding the expiration of the Term (provided Lessee has not exercised any available renewal options), to exhibit the Premises to prospective tenants, and to place upon the doors or in the windows of the Premises ordinary "for rent" or "for lease" signs,

Notwithstanding the foregoing, Lessor shall have the right to enter the Premises at any time in response to an emergency situation. An emergency situation is a condition which threatens the Premises or building with the probability of imminent substantial damage or destruction or which creates an imminent risk of personal injury.

(16) STRUCTURAL OR OTHER CHANGES TO PREMISES

In the event the Tenant requires structural or other changes in said premises to improve the use and efficiency of same, and if said changes are approved by the Secretary of the Department of Administration, and if said changes are completed by Lessor at its cost and expense, the Lessee agrees to reappraise and renegotiate this lease to arrive at a fair rental value, if warranted.

(17) SUBORDINATION AND NONDISTURBANCE

(a) Subordination and Nondisturbance. Lessor shall have the right to place upon the building and underlying real property any mortgages which Lessor or its lender(s) deem advisable. Such mortgages shall have priority over this Lease and Lessee's and Tenant's rights hereunder. At Lessor's request, 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 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 Lessor, nor shall Lessee or Tenant be named as a party defendant to any foreclosure of the lien or mortgage. Furthermore, Lessee shall, within thirty (30) days after receipt of a request therefore, execute and deliver to Lessor an estoppel certificate setting forth the name of both 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 Lessor is not in default of this Lease or specifically enumerating any outstanding events of default by Lessor.

(b) Attornment. In the event that Lessor's mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in its mortgage, 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 Lessee and such transferee, upon all of the terms and conditions contained herein.

(18) SUITABILITY OF PREMISES

Lessor warrants the premises to be suitable for use as a State facility and for the conduct of Tenant's business, and that it will hold harmless the State of West Virginia, its officers, agents or employees for any loss or damage to the leased premises, whether caused by overloading the floors with equipment or otherwise installing fixtures and equipment commonly used in an office facility.

(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 public authority may order corrected or removed during the Term of this lease. Upon refusal or neglect of 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. Lessor represents and warrants to 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 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 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 Commencement Date.

(19) PARKING

At no additional cost, Tenant shall be entitled to the use of at least ten (10) unreserved parking spaces as depicted in the attached Exhibit "A-1 and A-2" for its agents, employees, invitees and customers. Tenant shall be entitled to park its vehicles overnight.

(20) ROOFTOP ACCESS

INTENTIONALLY LEFT BLANK

(21) OPTION TO RENEW

INTENTIONALLY LEFT BLANK

(22) MISCELLANEOUS

(a) Holding Over. 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 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.

(b) Quiet Enjoyment. The Lessor covenants that at the Effective Date of this Lease, 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, Lessor will warrant and defend the title of Lessee against any and all claims whatsoever, not arising hereunder, during the term of this Lease; that the Tenant shall, at all times during the term of this Lease, peaceably and quietly have, hold, and enjoy the Premises.

(c) Rules and Regulations. Lessor shall have the right to prescribe reasonable nondiscriminatory rules and regulations pertaining to the orderly use, entry, care, cleanliness, operation, and management of the Premises, building, and Common Areas and for the preservation of any property therein and the comfort, quiet and convenience of other occupants in the building or using the Common Areas. Tenant agrees to comply with such rules and regulations, as set forth in Exhibit "C" attached hereto, if applicable, and incorporated herein by this reference; provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein granted to Tenant.

(d) 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.

(e) Authority. 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.

(g) Modification. This Lease shall not be amended or modified in any respect except by a writing which is duly executed by all parties.

(h) 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.

(i) Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises in substantially the same condition as existed at the Commencement Date, or the Rent Commencement Date if a delay in delivery of the Premises occurs under Section 4(a), ordinary wear and tear and damage by casualty excepted. Tenant shall not be required to remove any equipment, trade fixtures, alterations and/or improvements installed by or for Tenant in compliance with the terms of this Lease.

(j) 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.

(k) 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.

(l) 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.

CITY OF MORGANTOWN, a municipal corporation,
LESSOR

[Affix Corporate Seal Here,
If Applicable]

By _____
Terrence Moore, City Manager



STATE OF WEST VIRGINIA,
COUNTY OF _____:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Terrence Moore**, on behalf of **City of Morgantown, a municipal corporation** and he acknowledged the signing of the foregoing lease to be his voluntary act and deed, for individually and/or the capacity specified, for the uses and purposes therein mentioned.

Sworn to before me and subscribed in my presence at _____ this _____ day of _____, 2012.

My commission will expire on: _____

[SEAL]

NOTARY PUBLIC



STATE OF WEST VIRGINIA, LESSEE

By Carolyn L. Thomas, Operations Manager of the Department of Administration, Real Estate Division, for and on behalf of the Department of Health and Human Resources

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Carolyn L. Thomas, Operations Manager/Charles D. Lawrence, Jr., Executive Director**, West Virginia Department of Administration, Real Estate Division, on behalf of **Department of Health and Human Resources**, an agency of the State of West Virginia, and he/she acknowledged the signing of the foregoing lease to be his voluntary act and deed for and as the act and deed of said **Department of Health and Human Resources**, for the uses and purposes therein mentioned.

Sworn to before me and subscribed in my presence at Charleston, West Virginia this ____ day of _____, 2012.

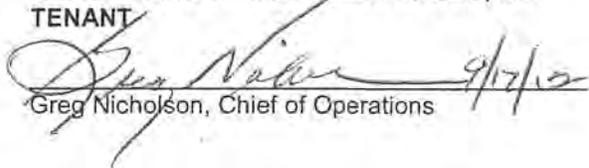
My commission will expire on: _____.

[SEAL]

NOTARY PUBLIC

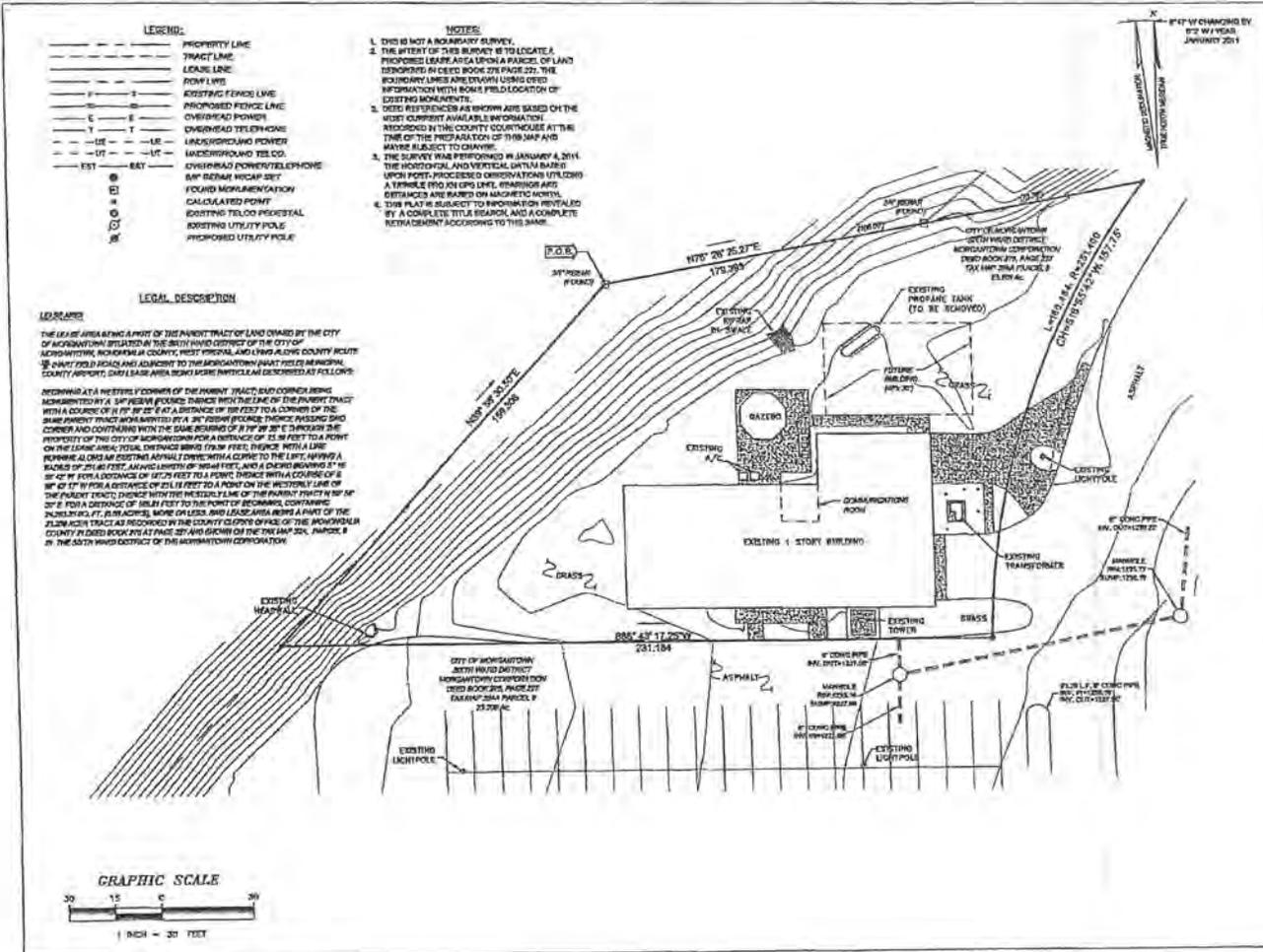
ACKNOWLEDGED BY: DEPARTMENT OF HEALTH AND HUMAN RESOURCES, AS TENANT

By:


Greg Nicholson, Chief of Operations 9/17/12

Approved as to form this ____ day of _____, 2012. Darrell V. McGraw, Jr., Attorney General

By _____, Deputy Attorney General
RED\Admin\LeaseContractsHHR-216 MM



- LEGEND:**
- PROPERTY LINE
 - TRACT LINE
 - LEASE LINE
 - RENT LINE
 - - - - - EXISTING FENCE LINE
 - - - - - PROPOSED FENCE LINE
 - - - - - OVERHEAD POWER
 - - - - - OVERHEAD TELEPHONE
 - - - - - UNDERGROUND POWER
 - - - - - UNDERGROUND TELEPHONE
 - UT --- LT --- BAY BEAM W/ CAP SET
 - FOUND MONUMENTATION
 - CALCULATED POINT
 - EXISTING TELLER PROTECTAL
 - EXISTING UTILITY POLE
 - PROPOSED UTILITY POLE

- NOTES:**
1. THIS IS NOT A BOUNDARY SURVEY.
 2. THE INTENT OF THIS SURVEY IS TO LOCATE A PROPOSED LEASE AREA UPON A PARCEL OF LAND DESCRIBED IN CASE BOOK 208 PAGE 279. THE BOUNDARY LINES ARE SHOWN USING CITED INFORMATION WITH BONE FIELD LOCATION OF EXISTING MONUMENTS.
 3. DATE REFERENCES AS SHOWN ARE BASED ON THE MOST CURRENT AVAILABLE INFORMATION RECORDED IN THE COUNTY COURTHOUSE AT THE TIME OF THE PREPARATION OF THIS MAP AND MAY BE SUBJECT TO CHANGE.
 4. THE SURVEY WAS PERFORMED IN JANUARY 4, 2011. THE HORIZONTAL AND VERTICAL DATA BASED UPON POST-PROCESSED OBSERVATIONS UTILIZING A TRIMBLE PRO X GNSS UNIT, TRIMBLE A50 DISTANCE AND RANGE ON MAGNETIC NORTH.
 5. THIS PLAT IS SUBJECT TO INFORMATION REVEALED BY A COMPLETE TITLE SEARCH AND A COMPLETE RETRADEMENT ACCORDS TO THIS MAP.

LEGAL DESCRIPTION

LEGASIES

THE LEASE AREA BEING A PART OF THE PARCEL TRACT OF LAND OWNED BY THE CITY OF MORGANTOWN, MICHIGAN COUNTY, WEST VIRGINIA, AND THE SAID COUNTY BEING THE CHARTERED FIELDS AND ADJACENT TO THE MORGANTOWN AIRPORT, MICHIGAN COUNTY, WEST VIRGINIA, AND SAID AREA BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERN CORNER OF THE PARCEL TRACT SAID CORNER BEING ADJACENT TO A 34' WIDE FENCED DRIVE WITH THE LINE OF THE PARCEL TRACT WITH A COURSE OF 11° 59' 25" E AT A DISTANCE OF 58 FEET TO A CORNER OF THE SAID PARCEL TRACT ADJACENT TO A 34' WIDE FENCED DRIVE BEING 3500' CORNER AND CONTINUING WITH THE SAME BEARING OF 11° 59' 25" E THROUGH THE PROPERTY OF THIS CITY OF MORGANTOWN FOR A DISTANCE OF 25.58 FEET TO A POINT ON THE LEASE AREA TOTAL DISTANCE BEING FROM FIELD BOOK WITH A LINE BEARING ALONG AN EXISTING ASPHALT DRIVE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 214.62 FEET, AN ARC LENGTH OF 168.94 FEET, AND A CHORD BEARING 57° 06' 17" N FOR A DISTANCE OF 127.11 FEET TO A POINT ON THE WESTERN LINE OF THE PARCEL TRACT ADJACENT WITH THE WESTERN LINE OF THE PARCEL TRACT BY 10° 20' 25" E FOR A DISTANCE OF 168.11 FEET TO THE POINT OF BEGINNING, CONTAINING 24,263.26 SQ. FT. BEING LESS OR MORE SAID LEASE AREA BEING A PART OF THE PLAIN ACRES TRACT AS RECORDED IN THE COUNTY COURTHOUSE OFFICE OF THE MICHIGAN COUNTY PLAT BOOK 208 AT PAGE 279 AND BEING OF THE TRACT 208, PARCEL 8 IN THE SIXTH WARD DISTRICT OF THE MORGANTOWN CORPORATION.



STATE OF WEST VIRGINIA
OFFICE OF LAND RECORDS

STATE OF WEST VIRGINIA
OFFICE OF LAND RECORDS

SITE NAME: HGRDP

SITE NUMBER:

SITE ADDRESS: MORGANTOWN AIRPORT
MORGANTOWN, WV

AREA:
LEASE AREA = 24,263.26 SQ. FT.

PROPERTY OWNER:
CITY OF MORGANTOWN
308 SURFACE STREET
MORGANTOWN, WV
26505

COUNTY: MICHIGAN

DISTRICT: SIXTH WARD

MAP NUMBER:

PARCEL NUMBER:

NO.	REVISION/ISSUE	DATE
1	EXHIBIT MAP	05/20/11

CARL J. BOWYER
LICENSED
No. 1068
STATE OF WEST VIRGINIA
PROFESSIONAL SURVEYOR

5-4-11

Mead & Hunt

400 TRACY WAY, SUITE 200
CHARLESTON, WV 25311
(304) 345-6712 PHONE
(304) 345-6714 FAX

PROJECT # 0402200-10003.01

LEASE EXHIBIT	SHEET
	LE-1

EXHIBIT "A-1"
PREMISES

EXHIBIT "A-2" PREMISES

Mead & Hunt
 Mead & Hunt, Inc.
 Milwaukee, WI 53219
 phone: 608-272-8286
 mead@mead.com

NOT TO SCALE
 ALL DIMENSIONS ARE APPROXIMATE
 ALL ROOMS ARE TO BE FINISHED
 ALL WORK IS TO BE IN ACCORDANCE WITH THE
 WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
 REGULATIONS

190 HART FIELD ROAD
 MORGANTOWN, WV 26505

WVA / NOROP MEDCOM Renovation
 West Virginia Dept. of Health and Human Resources

NOT FOR CONSTRUCTION

PROJECT NO: 200200-00001-01
 DATE: 01/11/02
 DRAWN BY: JKH
 CHECKED BY: JKH
 SCALE: AS SHOWN
 SHEET NO: 11
 OVERALL PLAN

G-101

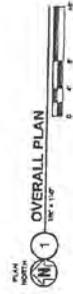
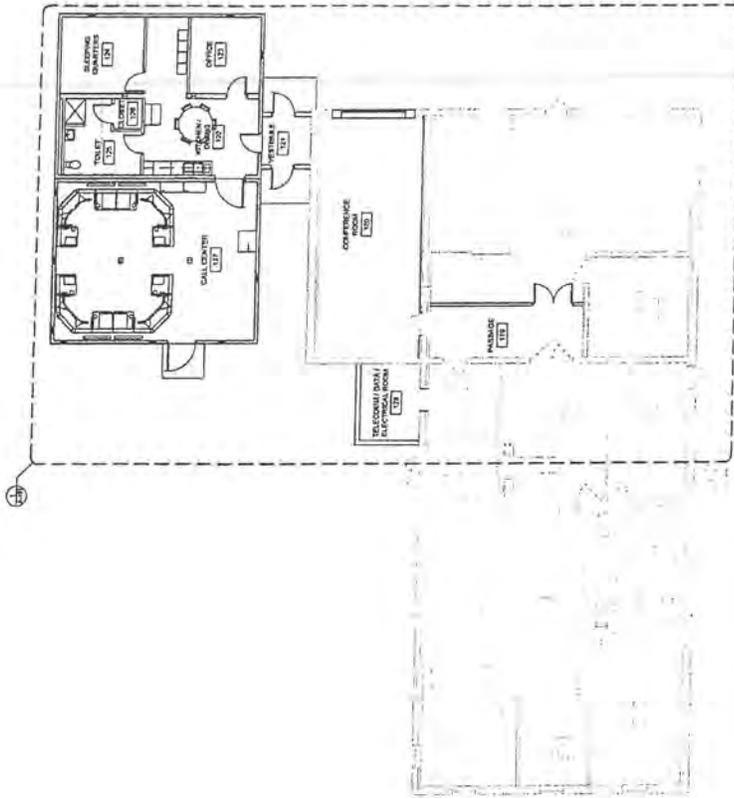


EXHIBIT "B"
TENANT'S WORK

Tenant may contract with a furniture provider for the installation of modular furniture and employ the services of the Governor's Office of Technology or other qualified company for the installation of all voice/data cabling in the Premises.

At Tenant's sole expense, Tenant shall have the right to install a 30' x 48' prefabricated concrete modular building on a poured 12" floor slab. The proposed location is as depicted on Exhibit "A-1 and A-2." Tenant, at its sole expense, shall maintain the building and remove it as well as the poured floor slab at the termination of this lease or any time prior to lease termination, provided that Tenant, at its sole expense, shall repair any damage resulting from such removal and shall return the site to its condition prior to the building installation.

With the prior written consent of the Morgantown Utility Board (MUB) and at Tenant's sole expense, Lessor extends permission for Tenant to install communications equipment on the water tower within the Premises. It is mutually understood by the parties herein that the Tenant will acquire and submit to the MUB a report from a structural engineer of tenant's choice showing how the communications equipment will be attached to the tower and that it will be structurally safe for the communications equipment and the water tower.

EXHIBIT "C"
RULES AND REGULATIONS

The Tenant hereby agrees as follows:

That the facilities and space hereby leased shall be maintained and left in a neat and clean condition and the Tenant shall conduct his business in such a manner as not to interfere with the normal operations of the airport.

That personnel performing services for the Tenant shall be neat, clean, and courteous, and the Tenant shall not permit its agents, servants or employees so engaged to conduct business in a loud, boisterous, offensive or objectionable manner.

That the Tenant shall abide by and be subject to all reasonable airport policies, rules and regulations, which are now, or may from time to time be promulgated by the Lessor, concerning management, operation or use of the airport.

That the Tenant will not on the grounds of race, color, national origin, sex, handicap, religion, or age discriminate, or permit discrimination, against any person or group of persons in any manner prohibited by part 21 of the Regulations of the Office of the Secretary of Transportation and Title XI of the Civil Rights Act of 1964.