

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA
#1 COURT SQUARE, SUITE 203
PARKERSBURG WV 26101

IN RE: MINUTES OF MEETING HELD
MONDAY, DECEMBER 23, 2013

PRESENT: WAYNE DUNN, PRESIDENT
STEPHEN GAINER, COMMISSIONER by phone
DAVID BLAIR COUCH, COMMISSIONER

At 9:00 A.M., the County Commission of Wood County met in regular session. They signed purchase orders, invoices, orders and other correspondence.

AGENDA AND DISCUSSION ITEMS

At 9:00 A.M., the County Commission discussed a proposed settlement agreement in the Meldahl Place Subdivision lawsuit. (Order M/2642)

At 9:08 A.M., the County Commission met with two residents, Jim Carez and J.R. Hill, representing the Fort Boreman Rifle Club, who discussed concerns that the commission may govern gun ranges and were unsure how it may affect them. They questioned why the commission needs to put any regulations in place that affects other gun ranges in the county, other than the Sundowner Gun Range.

At 9:50 A.M., the County Commission discussed the loss of the Public Intoxication Center in the county. They asked that this be placed on their next agenda for discussion.

The County Commission was in receipt of a fully executed lease agreement with Westbrook Health Services.

The County Commission did hereby authorize Wayne Dunn, as President, to execute a lease with Veterans Affairs for office space in the Wood County Courthouse. (Order M/2643).

ORDERS APPROVED AND ATTACHED TO THESE MINUTES

M/2636, M/2637, M/2638, M/2639, M/2640, M/2641, M/2642, M/2643

Having no further scheduled appointments or business to attend to, the County Commission officially adjourned at 11:00 A.M.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

To listen to this meeting, please refer to DVD labeled December 23, 2013.

Wood County Commission Meeting
Held December 23, 2013

Please Print

1.	BLAINE MYERS
2.	DR HILL
3.	DIM CAREZ
4.	
5.	
6.	
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Wood County Commission Agenda

12/23/2013

1 Court Square, Suite 203
Parkersburg, WV 26101

9:00 AM	Consider settlement agreement with Meldahl Subdivision	C. Blaine Myers, Attorney
	Administrator's Report	Marty Seufer, County Administrator
	Discuss Sundowner Gun Range	
	County Commissioners' Reports	

Discussion, Review and Approval of expenditures and disbursements identified on Exhibit 1, hereto attached

Correspondence for this meeting will be available for public review during regular office hours in Room 205 of the Wood County Courthouse two (2) days prior to the meeting

Exhibit 1

Discussion, Review and Approval of the following items may be included during this meeting and are available for public inspection in the Office of the County Administrator two days prior to this meeting.

Budget revisions

Purchase orders and requisitions

Revisions, reimbursement requests, resolutions and correspondence for grants

Grant disbursements to other entities

Invoices for expenditures to be paid

Reimbursements for travel expenses

Bid specifications and procedures for bids previously authorized by the Commission

Monthly Hotel Occupancy Tax Collection disbursements

Disbursements for previously approved Innovative Programming Grants

Tax refunds, exonerations, improprieties and consolidations

Probate items, including settlements, petitions and Fiduciary Commissioner reports

General Fund disbursements to entities

Funding requests from local organizations by written form

Payroll modification as submitted by elected officials

12/23/13
70/410

DECEMBER 23, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION AUTHORIZED WAYNE DUNN, AS PRESIDENT, TO SIGN THE REQUEST FOR REIMBURSEMENT IN REGARD TO THE TRAIL GRANT NUMBER S354-FOR/TB-1.00. SAID REQUEST IS IN THE AMOUNT OF \$3,925.56.

ORDER

On this date, the County Commission of Wood County, upon a motion made by Stephen Gainer, seconded by David Blair Couch and made unanimous by Wayne Dunn, did hereby AUTHORIZE Wayne Dunn, in his official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Trail Grant Number S354-FOR/TB-1.00. Reimbursement is in the amount of three thousand nine hundred twenty-five dollars and fifty-six cents (\$3,925.56) for the month of November, 2013. In addition to the Request for Reimbursement, the Financial Summary, Progress Report and Invoices are being submitted to the Criminal Justice Services, Charleston, West Virginia.

A copy of the Request for Reimbursement is attached to this ORDER and should be made a part thereof.

Documentation pertaining to the Trail Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

M/2636

12/23/13
70/410

Office of the County Commission of Wood County, West Virginia

Commissioners
David Blair Couch
Wayne Dunn
Steve Gainer



No. 1 Court Square
Suite 203
Parkersburg, WV 26101
Phone 304-424-1984

DATE: December 17, 2013

INVOICE #: 5

INVOICE PERIOD: November 01, 2013 to November 30, 2013

TO: Elizabeth Williams, Project Manager
WVDOH, Planning and Administration Division
Building 5, Room A-863
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

FROM: Wood County Commission
FEIN#: 55 6000 417

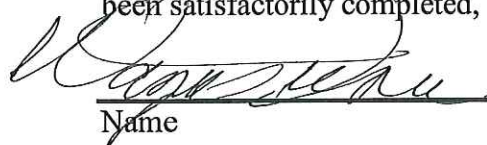
PROJECT: Project Name: Fort Boreman Historical Park Trail
State Project Number: S354-FOR/TB-1.00
Federal Project Number: NRT-2011(047)D

DESCRIPTION: November 2013 summary and request for reimbursement.

INVOICE INFORMATION:

A. Total funds available for project:	\$98,353.00
B. Total funds reimbursed <u>prior</u> to attached invoice(s):	\$21,718.38
C. Total funds remaining <u>prior</u> to attached invoice(s):	\$76,634.62
D.	
E. Total amount of <u>attached</u> invoice(s):	\$3925.56
F. Percentage payment requested:	100%
G. Total amount to be paid to sponsor:	\$3925.56
H. Total funds remaining after payment of <u>attached</u> invoice(s):	\$72,709.06

Wood County Commission certifies that the attached invoices represent work that has been satisfactorily completed, **and paid for.**

 Wood Co. Commission President 12/23/13

Name Title Date

12/23/13
70/410

DECEMBER 23, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$10,988.87 OF WHICH \$188.94 REPRESENTS REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F13-HS-03.

ORDER

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of ten thousand nine hundred eighty-eight dollars and eighty-seven cents (\$10,988.87) of which one hundred eighty-eight dollars and ninety-four cents (\$188.94) represents reimbursement to Wood County for expenses incurred during the month of September, 2013, in regard to the Governor's Highway Safety Program Grant Number F13-HS-03-2011. Receipt of the aforementioned check is pursuant to an ORDER appearing in Order Book 70, at Page 374 and bearing the date of October 28, 2013 at which time Wayne Dunn, in his official capacity as President and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

M/2637

12/23/13

70/44

DECEMBER 23, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$10,988.87 OF WHICH \$6,626.73 REPRESENTS REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F13-HS-03-154.

ORDER

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of ten thousand nine hundred eighty-eight dollars and eighty-seven cents (\$10,988.87) of which six thousand six hundred twenty-six dollars and seventy-three cents (\$6,626.73) represents reimbursement to Wood County for expenses incurred during the month of September, 2013, in regard to the Governor's Highway Safety Program Grant Number F13-HS-03-154. Receipt of the aforementioned check is pursuant to an ORDER appearing in Order Book 70, at Page 374 and bearing the date of October 28, 2013 at which time Wayne Dunn, in his official capacity as President and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

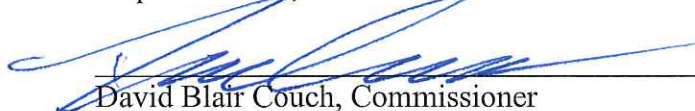
THE COUNTY COMMISSION OF WOOD COUNTY



Wayne Dunn, President



Stephen Gainer, Commissioner



David Blair Couch, Commissioner

M/2638

12/23/13
70/411

DECEMBER 23, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$10,988.97 OF WHICH \$1,762.83 REPRESENTS REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F13-HS-03-406.


ORDER

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of ten thousand nine hundred eighty-eight dollars and ninety-seven cents (\$10,988.97) of which one thousand seven hundred sixty-two dollars and eighty-three cents (\$1,762.83) represents reimbursement to Wood County for expenses incurred during the month of September, 2013, in regard to the Governor's Highway Safety Program Grant Number F13-HS-03-406. Receipt of the aforementioned check is pursuant to an ORDER appearing in Order Book 70, at Page 375 and bearing the date of October 28, 2013 at which time Wayne Dunn, in his official capacity as President and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

M/2639

12/23/13
70/411

DECEMBER 23, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A CHECK FROM THE STATE OF WV IN THE AMOUNT OF \$10,988.97 OF WHICH \$2,410.37 REPRESENTS REIMBURSEMENT IN REGARD TO THE GOVERNOR'S HIGHWAY SAFETY PROGRAM GRANT NUMBER F13-HS-03-402.

ORDER

On this date, the County Commission of Wood County was in receipt of a check from the State of West Virginia in the amount of ten thousand nine hundred eighty-eight dollars and ninety-seven cents (\$10,988.97) of which two thousand four hundred ten dollars and thirty-seven cents (\$2,410.37) represents reimbursement to Wood County for expenses incurred during the month of September, 2013, in regard to the Governor's Highway Safety Program Grant Number F13-HS-03-402. Receipt of the aforementioned check is pursuant to an ORDER appearing in Order Book 70, at Page 374 and bearing the date of October 28, 2013 at which time Wayne Dunn, in his official capacity as President and on behalf of the County Commission, was AUTHORIZED to EXECUTE the Request for Reimbursement.

Documentation pertaining to the Governor's Highway Safety Program Grant is on file in the Office of the County Administrator.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



Wayne Dunn, President



Stephen Gainer, Commissioner



David Blair Couch, Commissioner

M/2640

12/23/13
70/412

DECEMBER 23, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE A
SETTLEMENT AGREEMENT BETWEEN THE COUNTY AND
LEWIS L. MITCHELL REGARDING MELDAHL SUBDIVISION

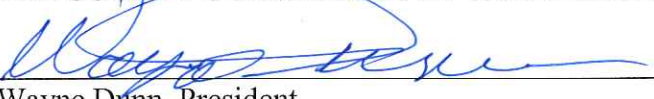
ORDER

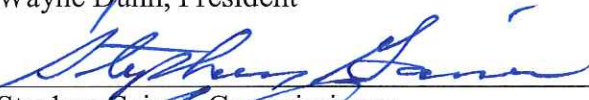
On this date, the County Commission of Wood County, upon a motion made by Wayne Dunn, seconded by David Blair Couch and made unanimous by Stephen Gainer, did hereby AUTHORIZE a Settlement Agreement in the amount of fifteen thousand dollars and zero cents (\$15,000.00) for Meldahl Place Subdivision.

A copy of said Agreement is attached to this order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

M/2642

IN THE CIRCUIT COURT OF WOOD COUNTY, WEST VIRGINIA

THE COUNTY COMMISSION OF
WOOD COUNTY, WEST VIRGINIA,

PLAINTIFF,

v.

* CIVIL ACTION
* NO. 12-C-493

LEWIS L. MITCHELL, CHARLENE
MITCHELL, WESTFIELD INSURANCE
COMPANY and MELDAHL PLACE
HOMEOWNERS' ASSOCIATION, INC.,

DEFENDANTS.

WESTFIELD'S MOTION TO ENFORCE SETTLEMENT

Comes now the Defendant, Westfield Insurance Company ("Westfield"), by Counsel, William Crichton VI, and respectfully moves the Court to enforce the settlement agreement reached between the parties and specifically compel Defendant, Lewis Mitchell, to pay his agreed portion of the settlement proceeds in the amount of \$4,000.00.

As grounds for such Motion, Defendant Westfield does say as follows:

1. The parties have heretofore reached a settlement of the matters at issue;
2. Defendants have settled with the Plaintiff and Cross-Claimant, Meldahl Place Homeowners' Association for the total payment of \$15,000.00 (to be paid to the Meldahl Place Homeowners' Association);
3. The settlement agreement between Defendants provides for a payment by Defendant, Westfield, to the Meldahl Place Homeowners' Association, in the amount of \$11,000.00. Further, the terms of the settlement provide for a payment by Defendant, Lewis Mitchell to the Meldahl Place Homeowners' Association, in the amount of \$4,000.00.

4. Trial is currently scheduled in this matter to convene on January 14, 2014;
5. To date, Lewis Mitchell has failed to pay his portion of the global settlement in the amount of \$4,000.00.

WHEREFORE, Defendant Westfield Insurance prays that the Court enforce the settlement agreement and compel Defendant, Lewis Mitchell, to pay the sum of \$4,000.00 to Cross-Claimant, Meldahl Place Homeowners' Association.

WESTFIELD INSURANCE COMPANY,
INC.

By Counsel:

A handwritten signature in black ink, appearing to read 'Wm Crichton', written over a horizontal line.

WILLIAM CRICHTON VI (WV Bar #9049)
325 9th Street
Parkersburg, WV 26101

IN THE CIRCUIT COURT OF WOOD COUNTY, WEST VIRGINIA

THE COUNTY COMMISSION OF
WOOD COUNTY, WEST VIRGINIA,

PLAINTIFF,

v.

* CIVIL ACTION
* NO. 12-C-493

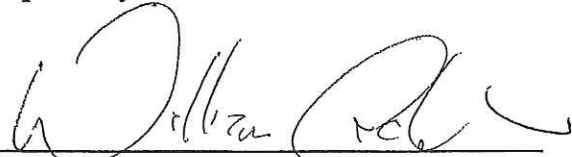
LEWIS L. MITCHELL, CHARLENE
MITCHELL, WESTFIELD INSURANCE
COMPANY and MELDAHL PLACE
HOMEOWNERS' ASSOCIATION, INC.,

DEFENDANTS.

NOTICE OF HEARING

Please be advised that undersigned counsel will bring Defendant Westfield's Motion to Enforce Settlement on for hearing before the Honorable Judge J. D. Beane on the 18th day of December, 2013 at 2:30 p.m. in his Courtroom located in the Wood County Judicial Annex, Parkersburg, Wood County, West Virginia.

Respectfully Submitted



WILLIAM CRICHTON VI (WV Bar #9049)
325 9th Street
Parkersburg, WV 26101

IN THE CIRCUIT COURT OF WOOD COUNTY, WEST VIRGINIA

THE COUNTY COMMISSION OF
WOOD COUNTY, WEST VIRGINIA,

PLAINTIFF,

v.

* CIVIL ACTION
* NO. 12-C-493

LEWIS L. MITCHELL, CHARLENE
MITCHELL, WESTFIELD INSURANCE
COMPANY and MELDAHL PLACE
HOMEOWNERS' ASSOCIATION, INC.,

DEFENDANTS.

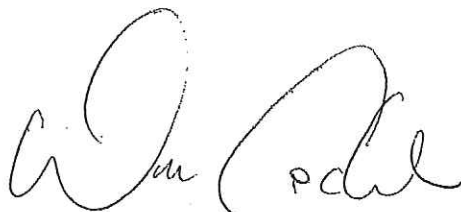
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing
DEFENDANT WESTFIELD'S MOTION TO ENFORCE SETTLEMENT and NOTICE
OF HEARING was on the 13th day of December, 2013, served upon counsel of record by
depositing the same in the United States Mail, postage prepaid, first class, upon the
following:

GEORGE Y. CHANDLER
PO Box 2011
Parkersburg, WV 26102-2011

C. BLAINE MYERS
PO Box 287
Parkersburg, WV 26101

ERIC J. HOLMES
Harris and Holmes
115 North Church Street
Ripley, WV 25271

A handwritten signature in dark ink, appearing to read 'Wm Crichton', written over a horizontal line.

WILLIAM CRICHTON VI (#9049)

DECEMBER 23, 2013

12/23/13
70/412

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE
WAYNE DUNN, AS PRESIDENT, TO EXECUTE A LEASE WITH
VETERANS AFFAIRS.

ORDER

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by Stephen Gainer, and made unanimous by Wayne Dunn, did hereby AUTHORIZE Wayne Dunn, in his official capacity as President and on behalf of the County Commission, to EXECUTE a Contract of Lease with the West Virginia Department of Veterans Assistance for office space in the Wood County Courthouse. Said Lease is for a period of one (1) year at a rate of two hundred fifty dollars and zero cents (\$250.00) per month.

A copy of said Lease is attached to this Order and should be made a part thereof.

APPROVED:

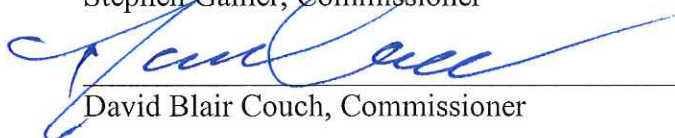
THE COUNTY COMMISSION OF WOOD COUNTY



Wayne Dunn, President



Stephen Gainer, Commissioner



David Blair Couch, Commissioner

M/2643

12/23/13
70/412

CONTRACT OF LEASE

THIS CONTRACT OF LEASE, made **September 5, 2013**, by and between **COUNTY COMMISSION OF WOOD COUNTY, a Governmental Entity**, 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 VETERANS ASSISTANCE, formerly Division of Veterans Affairs** 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 VETERANS ASSISTANCE**, 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:

Two rooms containing approximately 529 square feet, more or less, on the fourth floor of the Wood County Courthouse at Third and Market Streets in the city of Parkersburg, Wood County, West Virginia, (hereinafter referred to as the "Premises") and as depicted in the floor plans attached hereto and collectively referred to as Exhibit "A".

The parties hereto covenant and bind themselves as follows:

(1) USE

Tenant shall use the Premises for general office purposes and 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 **July 1, 2013**, and end at midnight on **June 30, 2014**. 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 Avenue, Suite 500
Charleston, West Virginia 25302

To the Lessor

Count Commission of Wood County
#1 Courthouse Square
Parkersburg, West Virginia 26101

(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 **TWO HUNDRED FIFTY DOLLARS (\$250.00) PER MONTH (\$5.67 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 and supplies.
- (iv) To the extent not included in the janitorial service, garbage removal from the real property, including the Premises, building, and Common Areas.
- (v) 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.

- (vi) 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. – **INTENTIONALLY LEFT BLANK**

(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.

(9) INSURANCE

Throughout the Term, Lessor shall maintain and timely provide payment for, at its sole cost and expense, commercial general liability insurance 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 unreserved parking spaces 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, 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.

(f) Confidentiality. The Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements is adopted by reference during the term of this lease.

(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.

[Affix Corporate Seal Here,
If Applicable]

COUNTY COMMISSION OF WOOD COUNTY, LESSOR

By 
Wayne Dunn, President

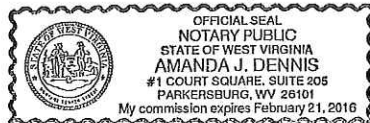
STATE OF WEST VIRGINIA,
COUNTY OF Wood:

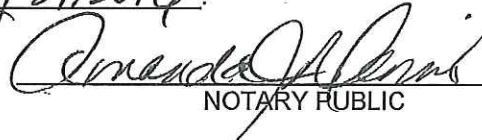
Before me, a notary public in and for said County and State, personally appeared the above-named, **Wayne Dunn**, on behalf of **County Commission of Wood County**, a Governmental Entity, and he acknowledged the signing of the foregoing lease to be his voluntary act and deed, for individually and/or the capacity specified, for the uses and purposes therein mentioned.

Sworn to before me and subscribed in my presence at Parkersburg, WV this 23rd day of December, 2013.

My commission will expire on: February 21, 2016.

[SEAL]




NOTARY PUBLIC

STATE OF WEST VIRGINIA, LESSEE

By _____
**Charles D. Lawrence, Jr., Executive Director of the
Department of Administration, Real Estate Division,
for and on behalf of the Department of Veterans
Assistance**

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Charles D. Lawrence, Jr., Executive Director**, West Virginia Department of Administration, Real Estate Division, on behalf of **Department of Veterans Assistance**, an agency of the State of West Virginia, and he 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 Veterans Assistance**, for the uses and purposes therein mentioned.

Sworn to before me and subscribed in my presence at Charleston, West Virginia this ____ day of _____, 20__.

My commission will expire on: _____.

[SEAL]

NOTARY PUBLIC

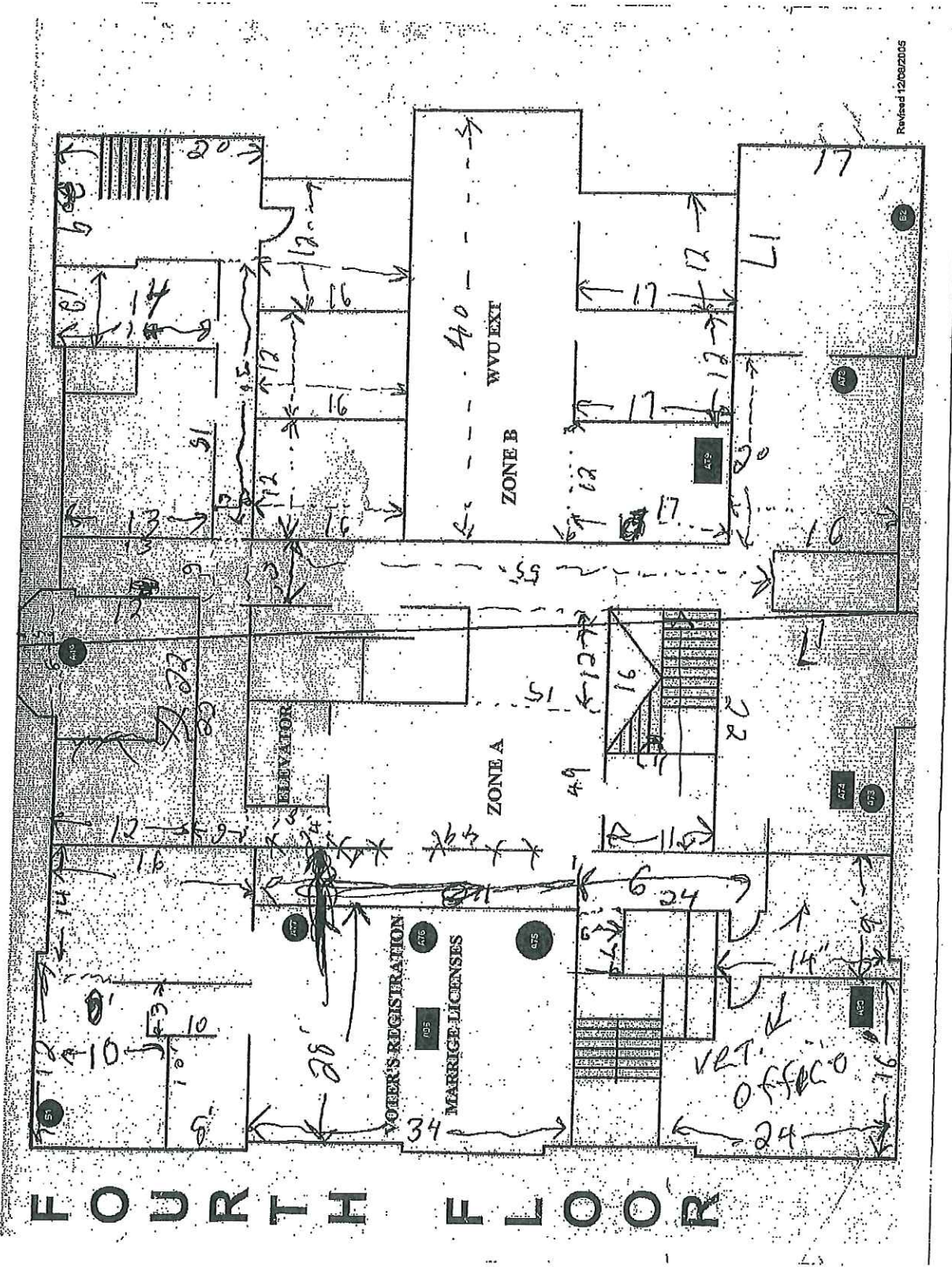
**ACKNOWLEDGED BY: DEPARTMENT OF
VETERANS ASSISTANCE, AS TENANT**

By: _____
Richard Thompson, Cabinet Secretary

Approved as to form this ____ day of _____, 2013. Patrick Morrissey, Attorney General

By _____,
Access\Lea\VET-006 ATS

EXHIBIT "A"
PREMISES



FOURTH FLOOR

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.

12/23/13
70/412

DECEMBER 23, 2013

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION WAS IN RECEIPT OF A FULLY
EXECUTED LEASE AGREEMENT WITH WESTBROOK HEALTH
SERVICES.

ORDER

On this date, the County Commission of Wood County, was in RECEIPT of a fully
executed lease agreement with Westbrook Health Services, Inc. for property located at 1011
Mission Drive, Parkersburg, West Virginia. Said lease is for a period of twelve (12) months and
replaces the former lease on said properties.

A copy of the lease is attached to this order and should be made a part thereof.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY


Wayne Dunn, President


Stephen Gainer, Commissioner


David Blair Couch, Commissioner

M/2641



DEC 19 2013

12/23/13
70/412

WOOD COUNTY PROSECUTING ATTORNEY

JASON A. WHARTON
WOOD COUNTY PROSECUTING ATTORNEY

JUDGE DONALD F. BLACK
COURTHOUSE ANNEX
317 MARKET STREET
PARKERSBURG, WV 26101

PHONE (304) 424-1776
FAX (304) 424-1785

December 9, 2013

Jo Ann Powell
Westbrook Health Services, Inc.
2121 7th Street
Parkersburg, WV 26101

RE: MISSION DRIVE LEASE

Dear Jo Ann:

Please find enclosed two original leases executed by the Wood County Commission for the facility currently occupied by Westbrook Health Services at 1011 Mission Drive.

If Westbrook finds the terms of the lease to be acceptable, please execute the same and return one original to my office.

Please note that the term of the lease is for one year. This lease will replace the ninety nine year lease now in existence. The new lease removes the requirement that Westbrook provide public intoxication shelter services. Paragraph fifteen was added which reflects the allocation of charity bed space.

If you have any questions, please feel free to contact me.

WOOD COUNTY COMMISSION
By Counsel:



Jason Wharton

LEASE AGREEMENT

THIS LEASE AGREEMENT, effective as of the 1st day of January, 2014, by and between the parties whose names and addresses are set forth below and who shall hereafter be referred to by their respective titles "LANDLORD" and "TENANT", to-wit:

LANDLORD: Wood County Commission
ADDRESS: Wood County Courthouse
Parkersburg, West Virginia 26101

TENANT: Westbrook Health Services, Inc.
ADDRESS: 2121 7th Street
Parkersburg, West Virginia 26101

WITNESSETH: That for and in consideration of the rental to be paid by TENANT to LANDLORD, and the mutual covenants therein contained, the parties agree as follows:

LANDLORD leases to TENANT and TENANT rents from LANDLORD that premises situate in the City of Parkersburg, Wood County, West Virginia, hereinafter described, and more commonly known as 1011 Mission Drive, Parkersburg, West Virginia.

1. Description of Leased Premises: The premises referred to herein as the "Leased Premises" is more particularly described as follows:

All of that certain parcel, lot or tract of land situate in the District of Lubeck, County of Wood, State of West Virginia more particularly described as follows:

Beginning at a ¾ inch iron pipe found on the easterly side of Mission Drive at the northwesterly corner of a 0.352 acre tract as shown on a plat by Paul K. Marshall, LLS, dated November 27, 1981, thence with the easterly side of Mission Drive N 32 07 E 263.01 feet to a ¾ inch iron pipe set, thence S 55 57 E 184.14 feet to a ¾ inch iron pipe set in the outside line and westerly line of Johnson Street, thence with the westerly line of Johnson Street S 34 W 263.67 feet to a ¾ inch pipe found at the northeasterly corner of the above mentioned 0.352 acre tract, thence with the line of same N 55 41 W 175.49 feet to the beginning containing 1.086 acres, as more fully appears on that certain plat of 1.086 acres, prepared by Scott F. Stewart, P.L.S. #807, dated October 1, 1993.

2. Term of Lease: This Lease is for a period of one (1) year beginning January 1, 2014 and ending December 31, 2015. This Lease shall terminate, however, in the event that the Leased Premises are no longer being used, or are being made ready for use, by the TENANT or it's assigns, for substance abuse services to include crisis stabilization and residential treatment services.

3. Rent: The rental for the demised premises is the sum of One and 00/100 (\$1.00) Dollars, per year, payable annually on or before the 1st day of January of each year in which this Lease is in existence.

4. Alteration by Tenant: TENANT agrees not to make any changes, alterations or additions about the Leased Premises without first obtaining the written consent of the LANDLORD, which consent LANDLORD agrees shall not be unreasonably withheld. Any permanent improvements or alterations made to the demised premises shall be and remain the property of the LANDLORD. Any non-permanent or portable improvements made by the TENANT shall remain the property of the TENANT and may be removed from the premises by the TENANT at the expiration of this lease.

5. Lawful and Moral Use: The Leased Premises shall, during the term of this Lease, be used only and exclusively for lawful and moral purposes, and no part of the Leased Premises, or improvements thereon, shall be used in any manner whatsoever in violation of the laws, rules or regulations of the United States, the State of West Virginia, or the County or Municipality in which the same is located.

6. Nuisance: TENANT agrees not to create or allow any nuisance to exist on said Leased Premises and to abate any nuisance that may arise, and for which TENANT is responsible, promptly and free of expense to LANDLORD.

7. Maintenance by Tenant: TENANT shall, at its expense, maintain the Leased Premises, and all improvements thereon, during the term of this Lease, in good condition, and shall maintain and keep the same in good working order and in compliance with all applicable governmental codes, rules and regulations.

8. Utilities: TENANT shall promptly pay when due all charges for electricity, water, gas or any other utility consumed in or on the Leased Premises and shall maintain such utility account(s) in the name of TENANT.

9. Assignment – Subletting: TENANT shall not have the right to assign, sublet or grant use or possession of the Leased Premises, or any part thereof, without the express written consent of the LANDLORD.

10. Insurance: TENANTS shall keep in force an insurance policy of comprehensive public liability insurance and property damage, with respect to the Leased Premises, in which the limits of coverage for bodily injury shall not be less than Five Hundred Thousand (\$500,000.00) Dollars, combined single limits and in which the coverage for property damage shall not be less than Three Hundred Thousand (\$300,000.00) Dollars, per accident, Property shall be insured against perils of all risks in the amount of One Hundred Thousand (\$100,000.00) Dollars. In addition to TENANT the policy shall also name LANDLORD as an additional insured. TENANT shall deliver to LANDLORD a certificate, or other evidence of the maintenance, of the aforesaid coverage.

11. Access by Landlord: LANDLORD and its agents shall have the right of reasonable inspection and shall have the right to enter the Leased Premises to whatever extent necessary or appropriate to enable LANDLORD to exercise all of its duties and rights under this Lease.

12. Peaceable Enjoyment: LANDLORD covenants and agrees with TENANT that said TENANT paying the rents and observing and keeping the covenants of the Lease on TENANT's part to be kept and performed shall lawfully, peaceably and quietly hold an occupy said premises during said term, or any renewal thereof, without any hindrance or molestation by the LANDLORD, or by anyone claiming by, from, through, or under said LANDLORD.

13. Return of Premises: TENANT will take good care of the premises and keep the interior free from filth or any nuisance and return the premises at the termination of this Lease, in as good condition as when received, usual wear and use excepted.

14. Hold Harmless: To the extent permitted by the laws of the State of West Virginia TENANT covenants and agrees with LANDLORD that during the term of this Lease, and any renewal term, TENANT will indemnify and save harmless LANDLORD against any and all claims, debts, demands or obligations which may be made against LANDLORD arising by reason, or in connection with the making of this Lease, and the ownership by TENANT of the interest created in this Lease, thereby excepting intentional or negligent acts or omissions of LANDLORD or its agents.

LANDLORD shall not be liable to TENANT for any business interruption or any loss or damage to property or injury to or death of persons occurring on the Leased Premises, or in any manner growing out of or connected with TENANTS's use and occupation of the Leased Premises, or the condition thereof, unless caused by the negligence or other fault of LANDLORD or its agents.

15. Special Provision: The TENANT shall provide at a minimum thirty-four (34) charity care bed treatments for inpatient treatment to Wood County residents on an annual basis during the term of this Lease. Priority shall be given inmates incarcerated on Wood County charges in consideration for placement in said bed space.

The TENANT shall provide, on a quarterly basis, a breakdown of the county of residence for all individuals treated on an in-patient basis at the Leased Premises. To protect the identity of those individuals receiving treatment, names shall not be provided. Said report shall include a breakdown of both charity-case, self-pay and insurance paid bed space.

In the event that the TENANT fails to comply with the reporting terms herein, or fails to provide a minimum of thirty-four (34) charity bed treatments as described herein, the Lease may be terminated for cause by the LANDLORD.

IN TESTIMONY THEREOF, the above named LANDLORD and TENANT have executed this instrument, in duplicate, on the 1 day of Jan, 2014.

WITNESS:



LANDLORD:
WOOD COUNTY COMMISSION

By: 
Its: President

WITNESS:



TENANT:
WESTBROOK HEALTH SERVICES, INC.

By: 
Its: Executive Director