

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

#1 COURT SQUARE, SUITE 203  
PARKERSBURG, WV 26101

IN RE: MINUTES OF MEETING HELD  
THURSDAY, NOVEMBER 29, 2018

PRESENT: DAVID BLAIR COUCH, PRESIDENT  
ROBERT K. TEBAY, COMMISSIONER  
JAMES COLOMBO, COMMISSIONER

At 9:30 A.M., the County Commission of Wood County met in regular session. They signed purchase orders, invoices and other correspondence.

**AGENDA AND DISCUSSION ITEMS**

At 9:30 A.M., the commission met with D.J. Allen from the Little Kanawha Resource Conservation and Development Council to update what services they provide. She stated that several other counties provide funds annually of \$2,000.00 and Commissioner Couch stated they will try to fund them through a donation after the first of the year.

At 9:56 A.M., the commission met with Wood County E911 Director, Rick Woodyard, who requested they approve a lease for the Limestone Hill cell tower. The commission agreed to execute the lease which will be funded equally by Wood and Wirt counties and be paid by the E911 funds. (M/4034)

At 10:07 A.M., the commission approved hiring Taylor Hart and Joshua Duley into the E911 Center.

At 10:14 A.M., the commission accepted the resignation of Tim Graham from the Mountwood Park Board.

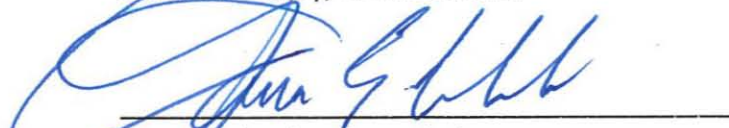
Having no scheduled appointments or business to attend to, the County Commission adjourned at 11:02 A.M.

**ORDERS APPROVED AND ATTACHED TO THESE MINUTES**

M/4032, M/4034 and A/2054

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President  
\_\_\_\_\_  
Robert K. Tebay, Commissioner  
\_\_\_\_\_  
James Colombo, Commissioner

To listen to this meeting, please refer to DVD labeled November 29, 2018.

Wood County Commission Meeting  
Held November 29, 2018

**Please Print**

1.	D.J. Allen - Little Kanawha RC&D
2.	WOODYARD email
3.	NATHAN BEHA KML CARPENTERS LOCAL 436
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Wood County Commission  
Agenda

11/29/2018

1 Court Square, Suite 203  
Parkersburg, WV 26101

9:30 A.M.	Discuss services provided by the Little Kanawha Resource and Conservation District	D.J. Allen
9:45 A.M.	Consider lease on Cell Tower	Rick Woodyard, E-911 Telecommunications Director
	Consider Request to Hire: Taylor M. Hart as a part-time telecommunicator - \$12.00 per hour	
	Consider Request to Hire: Joshua J. Duley as a full-time telecommunicator - \$29,035.00/yr	
	Announce vacancies on the Wood County Planning Commission	
	Administrator's Report	Marty Seufer, County Administrator
	County Commission Reports	

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

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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

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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



NOVEMBER 29, 2018

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION ANNOUNCED THAT  
VACANCIES WILL EXIST ON THE WOOD COUNTY  
PLANNING COMMISSION.

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by David Blair Couch, seconded by James E. Colombo and made unanimous by Robert K. Tebay, announced that vacancies will exist on the Wood County Planning Commission. Said vacancies are due to the fact that the terms of Marvin Kerr, Bill Gandee, Gene Cumpston, Jack Ankrom, Greg Herrick, Marlin Sams, Chris Hoffman and Barbara Lewis expire December 31, 2018.

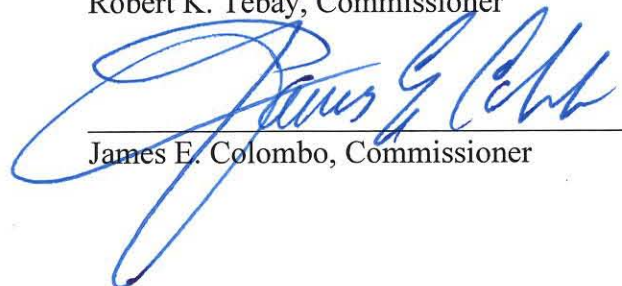
The new terms will expire December 31, 2021.

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
David Blair Couch, President

  
\_\_\_\_\_  
Robert K. Tebay, Commissioner

  
\_\_\_\_\_  
James E. Colombo, Commissioner

A/2054

Mark Rhodes  
WOOD County 02:27:44 PM  
Instrument No 8808162  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 1  
Book-Page 75-25

NOVEMBER 29, 2018

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 \$5,912.79  
REPRESENTS REIMBURSEMENT IN REGARD TO THE VICTIMS  
OF CRIME ASSISTANCE GRANT NUMBER 15-VA-129.

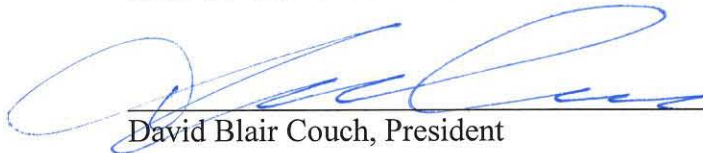
**ORDER**

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 five thousand nine hundred twelve dollars and seventy-nine cents (\$5,912.79) which represents reimbursement to Wood County for expenses incurred during the month of September, 2018, in regard to the Victims of Crime Assistance Grant Number 15-VA-129. Receipt of the aforementioned check is pursuant to an Order appearing in Order Book 75, at Page 20 and bearing the date of October 18, 2018, at which time David Blair Couch, 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 WVDCJS Victims of Crime Advocate Grant is on file in the Office of the County Administrator.

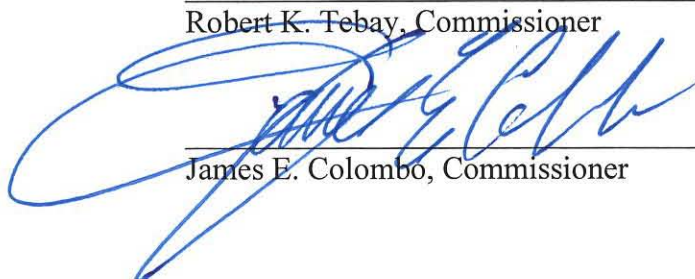
APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President

Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

M/4032

Mark Rhodes  
WOOD County 02:29:11 PM  
Instrument No 8808163  
Date Recorded 11/29/2018  
Document Type COO  
Pages Recorded 1  
Book-Page 75-25

NOVEMBER 29, 2018

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: THE COUNTY COMMISSION DID HEREBY AUTHORIZE  
A LEASE FOR AN EMERGENCY COMMUNICATIONS  
TOWER SITE.

**ORDER**

On this date, the County Commission of Wood County, upon a motion made by James E. Colombo, seconded by Robert K. Tebay and made unanimous by David Blair Couch, did hereby AUTHORIZE the execution of a lease agreement for an emergency communications tower located at 10006 Southern Highway, Rockport, West Virginia. Said lease is for a five (5) year term with additional lease renewals set for four (4) five (5) year terms. Said lease is for a monthly amount of four hundred sixteen dollars and sixty-seven cents (\$416.67) per month and is upon the request and recommendation of Wood County E-911 Director, Rick Woodyard. It is further understood that the Wirt County E-911 Commission will share equally in the cost.


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

APPROVED:

THE COUNTY COMMISSION OF WOOD COUNTY



David Blair Couch, President



Robert K. Tebay, Commissioner



James E. Colombo, Commissioner

M/4034



## LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") is made effective as of the date of the last signature hereof (the "**Execution Date**") and is by and between **WOOD COUNTY 911 AND THE WOOD COUNTY 911 ADVISORY BOARD, WIRT COUNTY 911 AND THE WIRT COUNTY 911 ADVISORY BOARD** (collectively referred to herein as "**THE 911 CENTER**"), the lessee, and **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP**, (hereinafter referred to as "**LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP**"), lessor.

## RECITALS

1. **WHEREAS, LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** is the owner of that certain parcel of land (the "**Property**") located at **10006 Southern Highway, Rockport, Wood County WV**, further described as located at Latitude 39 degrees 3'0 minutes 35" seconds North and Longitude 081 degrees 33 minutes 14.71 seconds west (the "Tower"); being property used to contain a transmission tower and two shelters as shown on Exhibit "A" attached hereto, with non-exclusive easements on property adjacent thereto and improvements thereon for access, parking, utilities, inspection, maintenance, installation, construction, operation, repair, removal, and placement at, from, of, and on the Tower and the tract of land for the Communication Facility, all as more specifically described in this Lease (including but not limited to the non-exclusive Access Easement and Utility Easement described in Section 5 and on Exhibit "A" attached hereto) as more completely set out in Exhibit A

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

1. **Business and Defined Terms.** For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this paragraph 1.
  - a) **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP:** LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP, a West Virginia limited liability company
  - b) **Notice Address of LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP:**  
Lawrence & Naomi Boyce Family Partnership LLP: 9806 Tuckers Creek Rd.  
Elizabeth, WV 26143
  - c) **THE 911 CENTER:**  
Wood County 911 Center  
Wirt County 911 Center
  - d) **Notice Address of THE 911 CENTER:**  
Wood County 911 Center, 911 Core Rd,  
Parkersburg, WV 26104  
And  
Wirt County Office of Emergency Services, 1  
Court St., PO Box 53, Elizabeth, West Virginia  
26143-0053
  - e) **Primary Term:** Five (5) years.

- f) **Extended Term:** **THE 911 CENTER** is granted the option to extend the Primary Term of this Lease for four (4) additional periods of five (5) years each ("Extended Term") **provided THE 911 CENTER** is not then in default hereunder. Each of **THE 911 CENTER's** options to extend must be exercised by **THE 911 CENTER** giving written notice thereof to Landlord within thirty (30) days of the expiration of the then current term.
- g) **Base Rent** the annual sum of \$5,000.00 (five thousand dollars), payable in advance on or before the 1<sup>st</sup> day of January of each and every calendar year during the Primary Term and each Extended Term to Landlord at its address designated in this agreement.
- h) **Commencement Date:** The date specified herein by **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** to **THE 911 CENTER** constitutes the Commencement Date of the Term.
- i) **Initial Term:** Five years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the fifth anniversary of the Commencement Date.
- j) **Renewal Terms:** Each of the Four (4) successive periods of five years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term with 2% increase upon each renewal term thereafter.
- k) **Term:** The Primary Term with any and all Renewal Terms
- l) **Rent:** The monthly amount of \$416.67 (four hundred and sixteen dollars and sixty-seven cents)

## **2. Term.**

- a) Primary Term. The Initial Term is as provided in paragraph 1(d).
- b) Extended Term: the primary term is as provided in paragraph 1(e).

## **3. Consideration.**

a) **THE 911 CENTER** will pay its first installment of Rent within thirty (30) days of the Commencement Date. Thereafter, Rent is due and payable in advance on the first day of each calendar month to **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** at the Notice Address. Rent will be prorated for any partial months, including, the month in which the Commencement Date occurs. In the event **THE 911 CENTER** makes an overpayment of Rent or any other fees or charges to **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** during the Term of this Agreement, **THE 911 CENTER** may, but will not be required, to treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to **Lawrence & Naomi Boyce Family Partnership LLP**. **THE 911 CENTER** may pay in advance **\$5000.00** in one annual payment on or about AUGUST 1 of each year.

b) **THE 911 CENTER** will not be required to remit the payment of Rent to more than two recipients at any given time.

## **4. Use.**

a) **THE 911 CENTER** will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the repair, construction or installation and maintenance of a telecommunications tower (the "**Tower**"), structural tower base(s), guy anchors, guy wires, communications equipment, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "**Tower Facilities**"), to facilitate the use of the Site as a site for the transmission and receipt of communication signals including, but not limited

to, voice, data and internet transmissions and for any other uses which are incidental to the transmission and receipt of communication signals (the "**Intended Use**").

b) **THE 911 CENTER**, at its sole discretion, will have the right, without prior notice or the consent of LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a "**Collocutor**" and collectively, the "**Collocutors**"). The Collocutor will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound including but not limited to antennas, dishes, cabling, additional buildings or shelters ancillary to the Intended Use. The Collocutor will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP has under this Agreement.

c). LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP, its contractors, subcontractors, agents or assigns will notify **THE 911 CENTER** of the dates and times that it will access the property prior to its entry and upon exit of the property. The intent of this provision is to ensure that the property is adequately secured and free from all dangers to the public as well as to ensure that individuals, companies, and the like who are accessing the property are authorized to do so. **THE 911 CENTER**, its agents, or assigns, reserves the right to secure the property so as to prevent any unauthorized access.

#### **6. Tower Facilities.**

- (a) **THE 911 CENTER** will have the right, at **THE 911 CENTER**'s sole cost and expense, to erect, alter, repair, demolish, construct or reconstruct Tower Facilities with permission of LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP. If a tower or other structure is more than 75% replaced by **THE 911 CENTER**, it which will be the exclusive property of **THE 911 CENTER** throughout the Term as well as upon the expiration or termination of this Agreement.
- (b) **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** grants **THE 911 CENTER** a non-exclusive easement in, over, across and through the Property and other real property owned by LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities including:
  - (i) access to the Site for construction machinery and equipment,
  - (ii) storage of construction materials and equipment during construction of the Tower Facilities, and
  - (iii) use of a staging area for construction, installation and removal of equipment.
- (c) **THE 911 CENTER** may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site. The Center will provide the owner keys to the property; however, access is restricted to authorized personnel within the security area of the facility.
- (d) **THE 911 CENTER** will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. **THE 911 CENTER** is not responsible for reasonable wear and tear or damage from casualty and condemnation. **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** grants **THE 911 CENTER** the right to clear all trees, undergrowth, or other

obstructions and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

## **7. Utilities.**

- (a) **THE 911 CENTER** will have the right to install utilities, at **THE 911 CENTER'S** expense, and to improve present utilities on the Property and the Site. **THE 911 CENTER** will have the right to permanently place utilities on (or to bring utilities across or under) the Site to service the Compound and the Tower Facilities.
- (b) If utilities necessary to serve the equipment of **THE 911 CENTER** or the equipment of any Collocutor cannot be located within the Site, **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** agrees to allow the installation of utilities on the Property or other adjacent real property owned by **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** without requiring additional compensation from **THE 911 CENTER** or any Collocutor. **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will, upon **THE 911 CENTER'S** request, execute a separate recordable written easement or lease to the utility company providing such service evidencing this right.
- (c) **THE 911 CENTER** may install backup generator(s).

## **8. Access**

- (a) In the event that the Site loses access to a public right of way during the Term, **THE 911 CENTER** and **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will amend this Agreement, at no imposed cost to either party, to provide access to a public way by:
  - (i) amending the location of the Easement; or
  - (ii) granting an additional easement to **THE 911 CENTER**.
- (b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide **THE 911 CENTER** with access to the Site and the Tower Facilities is caused by **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** or **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S**, licensees, invitees or agents, **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will repair the damage at its own expense.
- (c) **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to **THE 911 CENTER** by the licensees, invitees or agents of **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP**. In the event that **THE 911 CENTER'S** access to the Compound is impeded or denied by **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** or **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S**, licensees, invitees or agents, without waiving any other rights that it may have at law or in equity, **THE 911 CENTER** may at its sole discretion deduct from Rent due under this Agreement an amount equal to the per day calculation of lease for each day that such access is impeded or denied.



9. **Representations and Warranties of LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP.**  
**LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** represents and warrants to **THE 911 CENTER** and **THE 911 CENTER'S** successors and assigns:

- (a) **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** has the full right, power, and authority to execute this Agreement;
- (b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** or which may otherwise affect the Property;
- (c) The Property is not presently subject to an option, lease or other contract which may adversely affect **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S** ability to fulfill its obligations under this Agreement, and the execution of this Agreement by **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will not cause a breach or an event of default of any other agreement to which **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** is a party. **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or **THE 911 CENTER'S** rights under this Agreement;
- (d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;
- (e) **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** has good and marketable fee simple title to the Site, the Property and any other property across which **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** may grant an easement to **THE 911 CENTER**, free and clear of all liens and encumbrances. **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** covenants that **THE 911 CENTER** will have the quiet enjoyment of the Compound during the term of this Agreement. If **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** fails to keep the Site free and clear of any liens and encumbrances, **THE 911 CENTER** will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by **THE 911 CENTER** on **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S** behalf from future installments of Rent;
- (f) **THE 911 CENTER** will at all times during this Agreement enjoy ingress, egress, and access from the Site 24 hours a day, 7 days a week, to an open and improved public road which is adequate to service the Site and the Tower Facilities; and
- (g) These representations and warranties of **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** survive the termination or expiration of this Agreement.

10. **Interference.** **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will not use, nor will **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** permit **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S**, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("**Interference**"). Interference will be deemed a material breach of this Agreement BY **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** and

**LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will have the responsibility to terminate Interference immediately upon written notice from **THE 911 CENTER**. Notwithstanding anything in this Agreement to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP**'s written notice to **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP**, **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** acknowledges that continuing Interference will cause irreparable injury to **THE 911 CENTER**, and **THE 911 CENTER** will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference.

11. **Termination.** This Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(q) By either party upon a default of any covenant or term of this Agreement by the other party which is not cured within 90 (NINETY) days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon 60 days' written notice by **THE 911 CENTER** to **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** if **THE 911 CENTER** is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and operation of the Tower Facilities or to the Intended Use (collectively, the "**Approvals**"); or

(c) Upon 30 days' written notice from **THE 911 CENTER** to **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** if the Site is or becomes unsuitable, in **THE 911 CENTER'S** sole, but reasonable judgment for use as a wireless communications facility by **THE 911 CENTER**.

(d) In the event of termination by **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** or **THE 911 CENTER** pursuant to this provision, **THE 911 CENTER** shall be relieved of all further liability hereunder.

## 12. **Taxes.**

(a) **THE 911 CENTER** will pay any personal property taxes assessed on or attributable to the Tower Facilities **THE 911 CENTER** will reimburse **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** for any increase to **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S** real property taxes that are directly attributable to **THE 911 CENTER'S** Site and/or Tower Facilities upon receipt of the following:

- (1) a copy of **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S** tax bill;
- (2) proof of payment; and
- (3) written documentation from the assessor of the amount attributable to **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP**. **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** shall have no obligation to reimburse **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** for any taxes paid by **THE 911 CENTER** unless **THE 911 CENTER** requests reimbursement within 12 months of the date said taxes were originally due. Additionally, as a condition precedent to **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** having the right to receive reimbursement, **LAWRENCE & NAOMI BOYCE**

**FAMILY PARTNERSHIP LLP** shall, within 3 days of receipt of any notice from the taxing authority of any assessment or reassessment, provide **THE 911 CENTER** with a copy of said notice. **THE 911 CENTER** shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** shall either (i) designate **THE 911 CENTER** as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join **THE 911 CENTER** in its appeal.

- (b) **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will pay when due all real property taxes and all other fees and assessments attributable to the Property, Compound and Easement. If **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** fails to pay when due any taxes affecting the Property or the Site, **THE 911 CENTER** will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by **THE 911 CENTER** on **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S** behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

### 13. Environmental Compliance.

- a) **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** represents and warrants that:
- a. No Hazardous Materials have been used, generated, stored or disposed of, on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "**Environmental Laws**") by either **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** or to **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S** knowledge, any third party; and
  - b. To **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S** knowledge, no third party been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.
  - c. **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.
  - d. **THE 911 CENTER** agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.
  - e. The term "**Hazardous Materials**" means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Property.

### 14. Indemnification.

#### General.

- a. **THE 911 CENTER**, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage

arises out of or is attributable to or results from the acts or omissions of THE 911 CENTER, or THE 911 CENTER's principals, employees, invitees, agents or independent contractors; or (C) any breach of any representation or warranty made by THE 911 CENTER in this Agreement.

b. LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend THE 911 CENTER from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP, or LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP's employees, agents or independent contractors; or (C) any breach of any representation or warranty made by LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP in this Agreement.

**15. Environmental Matters.**

b. LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless **THE 911 CENTER** from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP**.

Notwithstanding the obligation of **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** to indemnify **THE 911 CENTER** pursuant to this Agreement, **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will, upon demand of **THE 911 CENTER**, and at **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S** sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

**THE 911 CENTER**, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** from and against environmental damages caused by the presence of Hazardous Materials on the Compound in violation of any Environmental Laws and arising solely as the result of **THE 911 CENTER'S** activities after the execution of this Agreement.



**16. Assignment.**

- (a) Any sublease, license or assignment of this Agreement that is entered into by **THE 911 CENTER** or **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** is subject to the provisions of this Agreement.
- (b) **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** may assign this Agreement in its entirety to any third party in conjunction with a sale of the Property in accordance with this Agreement. **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will not otherwise assign less than **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP'S** full interest in this Agreement without the prior written consent of **THE 911 CENTER**.
- (c) **THE 911 CENTER** may assign this Agreement without prior notice to or the consent of **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP**. Upon assignment, **THE 911 CENTER** shall be relieved of all liabilities and obligations hereunder and **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

17. **Condemnation.** If a condemning authority takes all of the Site, or a portion sufficient in **THE 911 CENTER'S** sole judgment, to render the Site unsuitable for the Intended Use, this Agreement will terminate as of the date the title vests in the condemning authority. **THE 911 CENTER** and **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for **THE 911 CENTER** includes, where applicable, the value of any agreed upon improvements, moving expenses, and prepaid rent expenses). If a condemning authority takes less than the entire Site such that the Site remains suitable for **THE 911 CENTER'S** Intended Use, the Rent payable under this Agreement will be reduced automatically by such percentage as the area so condemned bears to the Site as of the date the title vests in the condemning authority. A sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this paragraph.

18. **Insurance.** **THE 911 CENTER** will purchase and maintain in full force and effect throughout the Option Period and the Term such general liability and property damage policies as **THE 911 CENTER** may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of \$1,000,000.

**19. Waiver of Damages.**

- (a) Neither **THE 911 CENTER** nor **LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party.
- (b) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL THE 911 CENTER OR LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP BE LIABLE TO THE OTHER FOR, AND LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP AND THE 911 CENTER EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT

NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

**20. Subordination Agreements.**

- (a) If the Site is encumbered by a mortgage or deed of trust, within 30 days of receipt of a written request from **THE 911 CENTER, LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP** agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by **THE 911 CENTER**, to the effect that **THE 911 CENTER** and and/or its licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to **THE 911 CENTER**.
- (b) Should a subordination, non-disturbance and attornment agreement be requested by **THE 911 CENTER** or a lender working with LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP on a loan to be secured by the Property and entered into subsequent to the Execution Date, THE 911 CENTER will use good faith efforts to provide LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP or LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP's lender with THE 911 CENTER's form subordination, non-disturbance and attornment agreement executed by THE 911 CENTER within 30 days of such request.

22. **Notices.** All notices or demands by or from THE 911 CENTER to LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP, or LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP to THE 911 CENTER, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in paragraph 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this paragraph 22, with such new notice address being effective 30 days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

**23. Further Acts.**

- (a) Within 15 days after receipt of a written request from THE 911 CENTER, LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP will execute any document necessary or useful to protect THE 911 CENTER's rights under this Agreement or to facilitate the Intended Use including documents related to title, zoning and other Approvals, and will otherwise cooperate with THE 911 CENTER in its exercise of its rights under this Agreement.

**24. Miscellaneous.**

- (a) Only members the 911 CENTER, or any person authorized by the THE 911 CENTER director or his designee shall have access to the property.
- (b) This Agreement runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
- (c) THE 911 CENTER may at THE 911 CENTER'S sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "**Title**") on the Property.

- (d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- (e) Each party agrees to furnish to the other, within 30 days after request, such estoppel information as the other may reasonably request.
- (f) This Agreement constitutes the entire agreement and understanding of LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP and THE 911 CENTER with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP and THE 911 CENTER.
- (g) If either LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP or THE 911 CENTER is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.
- (h) The Agreement will be construed in accordance with the laws of the STATE OF WEST VIRGINIA.
- (i) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.
- (j) THE 911 CENTER may obtain title insurance on its interest in the Site, and LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP will cooperate by executing any documentation required by the title insurance company.
- (k) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.
- (l) LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP will not, during the Option Period or the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.
- (m) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.
- (n) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.
- (o) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

- (p) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.
- (q) In mutual consideration of entering into this agreement jointly, **WOOD COUNTY 911 AND THE WOOD COUNTY 911 ADVISORY BOARD, WIRT COUNTY 911 AND THE WIRT COUNTY 911 ADVISORY BOARD** shall each be responsible for one half of the total rent referred to in this agreement; further each shall be responsible for one-half all referenced maintenance costs as contemplated by this agreement.
- (r) **WOOD COUNTY 911 AND THE WOOD COUNTY 911 ADVISORY BOARD**, shall be solely responsible for the costs of the liability insurance premium as referenced in this agreement.

[SIGNATURES APPEAR ON NEXT PAGE]



LAWRENCE & NAOMI BOYCE FAMILY  
PARTNERSHIP LLPL:

LAWRENCE & NAOMI BOYCE FAMILY  
PARTNERSHIP LLP'S, a West Virginia limited  
liability company

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_, the undersigned notary public, personally  
appeared \_\_\_\_\_, proved to me through satisfactory evidence of  
identification, which were ***personally known***, to be the person who name is signed on the preceding or  
attached document, and acknowledged that he/she signed it voluntarily for its stated purpose, as \_\_\_\_\_  
\_\_\_\_\_, of LAWRENCE & NAOMI BOYCE FAMILY  
PARTNERSHIP LLP, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires:

IN WITNESS WHEREOF, THE 911 CENTER and LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP have each executed this Agreement as of the respective dates written below.

THE 911 CENTER:

WOOD COUNTY 911, a political subdivision  
of the State of West Virginia

By: 

Name: Blair Coach, President

Title: Wood County Commission

Date: November 29, 2018

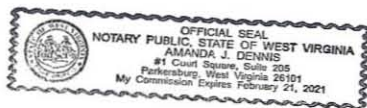
STATE OF West Virginia

COUNTY OF Wood

Before me, Amanda J. Dennis the undersigned, a Notary Public for the State,  
personally appeared David Blair Coach, who is the President of  
Wood County Commission, a \_\_\_\_\_ corporation, personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that \_\_\_he executed the same in his/her authorized capacity, and  
that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed  
the instrument.

WITNESS my hand and official stamp or seal, this 29th day of November, 2018.

[Affix Notary Seal]



  
Notary Public

My commission expires:

February 21, 2021

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A      Description or Depiction of Property

Exhibit B      Description or Depiction of Site

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described and/or depicted as follows:



## EXHIBIT B

### DESCRIPTION OR DEPICTION OF SITE

Locations are approximate. LAWRENCE & NAOMI BOYCE FAMILY PARTNERSHIP LLP may, at its option, replace this exhibit with a copy of the survey of the Site.

Mark Rhodes  
WOOD County 10:45:51 AM  
Instrument No 8809177  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 18  
Book-Page 75-26

# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **701390** ✓

Tax Year: **2017** ✓

Upon the application of **TWENTY FIRST ST LLC** whose address is **410 THIRD ST MARIETTA, OH 45750**- aggrieved by an erroneous assessment in **PARKERSBURG** District (05) , in the County of Wood, for the **2017** tax year.

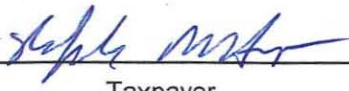
The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2017** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO A CLERICAL ERROR. TWENTY FIRST ST, LLC BUSINESS RETURN WAS INCORRECT FOR 2017. PLEASE SEE ATTACHED FOR DETAILS. THE REVISED ASSESSED VALUE REFLECTS AN ACCURATE ASSESSMENT.**

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

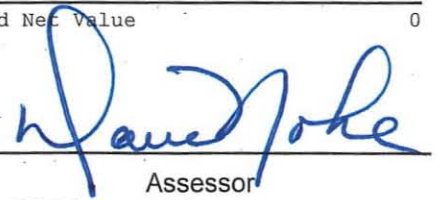
Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2017	BILLING	4	11.98	3.128720	4	383 ✓
10/29/2018	PENDING EXONERATION	4	-11.98	3.128720	4	-383
Adjusted Net Taxes			0.00	Adjusted Net Value 0		



Taxpayer



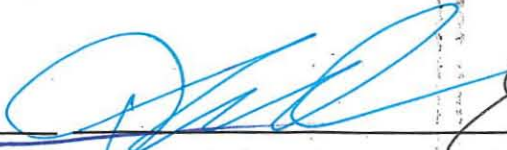
Prosecutor



Assessor



Commissioner



County Commission President



Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on 10/29/2018

RECEIVED

NOV 19 2018

County Administrator

RECEIVED

NOV 28 2018

Mark Rhodes  
WOOD County 03:24:09 PM  
Instrument No 8808171  
Date Recorded 11/29/2018  
Document Type CDD  
Pages Recorded 1  
Book-Page 75-25

Application Printed On

Monday, October 29, 2018 9:32 am

By: Sarah Edelen

# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **601435**

Tax Year: **2016**

Upon the application of **TWENTY FIRST ST LLC** whose address is **410 THIRD ST MARIETTA, OH 45750**- aggrieved by an erroneous assessment in **PARKERSBURG** District (05) , in the County of Wood, for the **2016** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2016** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO A CLERICAL ERROR. TWENTY FIRST ST, LLC BUSINESS RETURN WAS INCORRECT FOR 2016. PLEASE SEE ATTACHED FOR DETAILS. THE REVISED ASSESSED VALUE REFLECTS AN ACCURATE ASSESSMENT.**

All of which is ordered to be certified to the Auditor of the State of West virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value	
07/01/2016	BILLING	4	10.32	2.955500	4	349	
10/29/2018	PENDING EXONERATION	4	-10.32	2.955500	4	-349	
Adjusted Net Taxes			0.00	Adjusted Net Value			0

Taxpayer

Prosecutor

Assessor

Commissioner

County Commission President

Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on **NOV 29 2018**

**RECEIVED**

NOV 19 2018

County Administrator

**RECEIVED**

NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 03:27:27 PM  
Instrument No 8808172  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 1  
Book-Page 75-25

By: Sarah Edelen

Application Printed On

Monday, October 29, 2018 9:29 am



# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **800495**

Tax Year: **2018**

Upon the application of **BASMAN INVESTMENTS LLC** whose address is **1133 MARKET ST PARKERSBURG, WV 26101**- aggrieved by an erroneous assessment in **PARKERSBURG District (05)**, in the County of Wood, for the **2018** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2018** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO A CLERICAL ERROR/ BASMAN INVESTMENTS, LLC BUSINESS RETURN WAS INCORRECT FOR 2018. PLEASE SEE ATTACHED FOR DETAILS. THE REVISED ASSESSED VALUE REFLECTS AN ACCURATE ASSESSMENT.**

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2018	BILLING	4	1,031.88	3.115120	4	33,125
10/26/2018	PENDING EXONERATION	4	-254.36	3.115120	4	-8,165
Adjusted Net Taxes			777.52	Adjusted Net Value		24,960

Taxpayer

Prosecutor

Assessor

Commissioner

County Commission President

Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on **Nov 29, 2018**

RECEIVED

NOV 19 2018

County Administrator

RECEIVED

NOV 19 2018

County Administrator

RECEIVED

NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 03:28:57 PM  
Instrument No 8808173  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 1  
Book-Page 75-25

By: Sarah Edelen

Application Printed On

Monday, October 29, 2018 9:05 am

# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **700479**

Tax Year: **2017**

Upon the application of **BASMAN INVESTMENTS LLC** whose address is **1133 MARKET ST PARKERSBURG, WV 26101**- aggrieved by an erroneous assessment in **PARKERSBURG District (05)**, in the County of Wood, for the **2017** tax year.


The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2017** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO A CLERICAL ERROR. BASMAN INVESTMENTS, LLC BUSINESS RETURN WAS INCORRECT FOR 2017. PLEASE SEE ATTACHED FOR DETAILS. THE REVISED ASSESSED VALUE REFLECTS AN ACCURATE ASSESSMENT.**

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

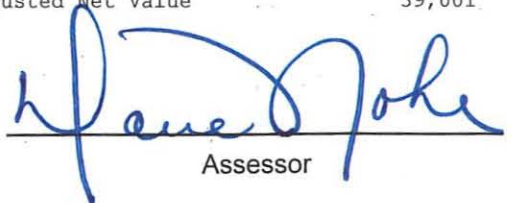
Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2017	BILLING	4	1,507.20	3.128720	4	48,173
10/29/2018	PENDING EXONERATION	4	-286.98	3.128720	4	-9,172
Adjusted Net Taxes			1,220.22	Adjusted Net Value		39,001



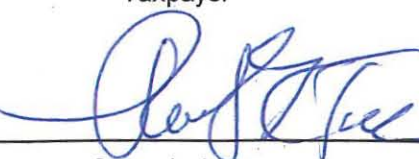
Taxpayer



Prosecutor



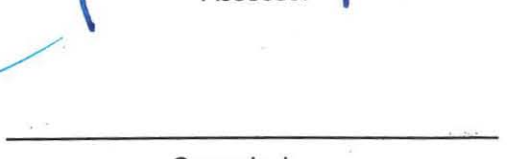
Assessor



Commissioner



County Commission President



Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on NOV 29, 2018

RECEIVED

NOV 19 2018

County Administrator

RECEIVED

NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 03:30:27 PM  
Instrument No 8808174  
Date Recorded 11/29/2018  
Document Type COO  
Pages Recorded 1  
Book-Page 75-25

Application Printed On

Monday, October 29, 2018 9:01 am

By: Sarah Edelen



# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **600506**

Tax Year: **2016**

Upon the application of **BASMAN INVESTMENTS LLC** whose address is **1133 MARKET ST PARKERSBURG, WV 26101**- aggrieved by an erroneous assessment in **PARKERSBURG District (05)**, in the County of Wood, for the **2016** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2016** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO CLERICAL ERROR. BASMAN INVESTMENTS, LLC BUSINESS RETURN WAS INCORRECT FOR 2016. PLEASE SEE ATTACHED FOR DETAILS. THE REVISED ASSESSED VALUE REFLECTS AN ACCURATE ASSESSMENT.**

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount
07/01/2016	BILLING	4	1,294.34
10/29/2018	PENDING EXONERATION	4	-299.60
Adjusted Net Taxes			994.74

Tax Rate	Tax Class	Net Value
2.955500	4	43,794
2.955500	4	-10,137
Adjusted Net Value		33,657

Taxpayer

Prosecutor

Assessor

Commissioner

County Commission President

Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on **NOV 29 2018**

RECEIVED  
NOV 19 2018

County Administrator

RECEIVED  
NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 10:17:52 AM  
Instrument No 8808244  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 1  
Book-Page 75-26

Application Printed On

Monday, October 29, 2018 8:57 am

By: Sarah Edelen

# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **600862**

Tax Year: **2016**

Upon the application of **HISTORIC RIVER PROP LLC** whose address is **1133 MARKET ST PARKERSBURG, WV 26101**- aggrieved by an erroneous assessment in **PARKERSBURG District (05)**, in the County of Wood, for the **2016** tax year.

The County Commission therefore, orders that the said application be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2016** tax year.

If the taxes have been paid the Sheriff shall refund the same to the taxpayer; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO A CLERICAL ERROR. HISTORIC RIVER PROP, LLC BUSINESS RETURN WAS INCORRECT FOR 2016. PLEASE SEE ATTACHED FOR DETAILS. THE REVISED ASSESSED VALUE REFLECTS AN ACCURATE ASSESSMENT.**

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2016	BILLING	4	786.52	2.955500	4	26,612
10/29/2018	PENDING EXONERATION	4	-213.62	2.955500	4	-7,228
Adjusted Net Taxes			572.90	Adjusted Net Value		19,384

Taxpayer

Prosecutor

Assessor

Commissioner

County Commission President

Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on **Nov 29, 2018**

RECEIVED

NOV 19 2018

County Auditor

RECEIVED

NOV 28 2018

County Auditor

Mark Rhodes  
WOOD County 10:43:46 AM  
Instrument No 880825  
Date Recorded 11/29/2018  
Document Type 030  
Pages Recorded 1  
Book-Page 75-26

By: Sarah Edelen

Application Printed On

Monday, October 29, 2018 9:14 am



# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **700829** ✓

Tax Year: **2017** ✓

Upon the application of **HISTORIC RIVER PROP LLC** whose address is **1133 MARKET ST PARKERSBURG, WV 26101**- aggrieved by an erroneous assessment in **PARKERSBURG District (05)**, in the County of Wood, for the **2017** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2017** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO A CLERICAL ERROR. HISTORIC RIVER PROP, LLC BUISNESS RETURN WAS INCORRECT FOR 2017. PLEASE SEE ATTACHED FOR DETAILS. THE REVISED ASSESSED VALUE REFLECTS AN ACCURATE ASSESSMENT.**

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County


Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2017	BILLING	4	915.88	3.128720	4	29,273
10/29/2018	PENDING EXONERATION	4	-204.62	3.128720	4	-6,540
Adjusted Net Taxes			711.26	Adjusted Net Value		22,733

  
Taxpayer

  
Prosecutor

  
Assessor

  
Commissioner

  
County Commission President

  
Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on Nov. 29, 2018

RECEIVED

NOV 19 2018

County Administrator

RECEIVED

NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 11:16:14 AM  
Instrument No 884276  
Date Recorded 11/29/2018  
Document Type CDD  
Pages Recorded 1  
Book-Page 75-26

By: Sarah Edelen

Application Printed On

Monday, October 29, 2018 9:21 am



# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **800848** ✓

Tax Year: **2018** ✓

Upon the application of **HISTORIC RIVER PROP LLC**, whose address is **1133 MARKET ST PARKERSBURG, WV 26101**- aggrieved by an erroneous assessment in **PARKERSBURG District (05)**, in the County of Wood, for the **2018** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2018** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO A CLERICAL ERROR. HISTORIC RIVER PROP, LLC BUISNESS RETURN WAS INCORRECT FOR 2018. PLEASE SEE ATTACHED FOR DETAILS. THE REVISED ASSESSED VALUE REFLECTS AN ACCURATE ASSESSMENT.**

All of which is ordered to be certified to the Auditor of the State of West virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2018	BILLING	4	594.08	3.115120	4	19,071 ✓
10/29/2018	PENDING EXONERATION	4	-181.36	3.115120	4	-5,822
Adjusted Net Taxes			412.72	Adjusted Net Value		13,249

  
Taxpayer

  
Prosecutor

  
Assessor

  
Commissioner

  
County Commission President

  
Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on **NOV 29, 2018**

RECEIVED

NOV 19 2018

RECEIVED

NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 11:17:25 AM  
Instrument No 8808278  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 1  
Book-Page 75-26

By: Sarah Edelen

Application Printed On

Monday, October 29, 2018 9:25 am

# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Real Estate**

Tax Ticket: **37921**

Tax Year: **2017**

**Description**

(COM ACT 211/30 2 LOTS)  
#29 OAKWOOD EST 150X195

Upon the application of **MARSHALL PAUL E** whose address is **260 OAK DR PARKERSBURG, WV 26104-8058** aggrieved by an erroneous assessment in UNION District (09) Map 211 Parcel 00290000, in the County of Wood, for the **2017** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2017** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED PROPERTY WAS ACQUIRED BY 260 OAK LLC ON 1/15/2017 FOR 115,000. AT THE TIME OF THE SALE THE HOUSE SHOULD HAVE BEEN CONSIDERED UNLIVABLE. THE PURPOSE FOR THIS EXON IS TO PRODUCE AN ASSESSMENT THAT REFLECTS AN ACCURATE MARKET VALUE.**

All of which is ordered to be certified to the Auditor of the State of West virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2017	BILLING	2	2,423.52	1.189400	2	203,760
11/01/2018	PENDING EXONERATION	2	-1,560.02	1.189400	2	-131,160
Adjusted Net Taxes			863.50	Adjusted Net Value		72,600

Map 211 Parcel 00290000

  
Taxpayer

  
Prosecutor

  
Assessor

  
Commissioner

  
County Commission President

  
Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on **Nov 29 2018**

RECEIVED

NOV 15 2018

County Administrator

RECEIVED

NOV 19 2018

County Administrator

NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 11:21:00 AM  
Instrument No 8808282  
Date Recorded 11/29/2018  
Document Type CDD  
Pages Recorded 1  
Book-Page 75-26

By: Connie Mcatee

Application Printed On

Thursday, November 1, 2018 3:04 pm



# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **801350**

Tax Year: **2018**

Upon the application of **STONECREST APARTMENTS** whose address is **PO BOX 1492 PARKERSBURG, WV 26102-1492** aggrieved by an erroneous assessment in **PARKERSBURG District (05)**, in the County of **Wood**, for the **2018** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2018** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO A CLERICAL ERROR. STONECREST APARTMENTS WAS CHANGED TO BASMAN INVESTMENTS, LLC PRIOR TO 7-1-15. HOWEVER, TWO TAX TICKETS WERE CREATED FOR THE SAME TAX YEAR. PLEASE SEE ATTACHED.**

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2018	BILLING	4	2,424.72	3.115120	4	77,837
10/31/2018	PENDING EXONERATION	4	-2,424.72	3.115120	4	-77,837
Adjusted Net Taxes			0.00	Adjusted Net Value		

Taxpayer

Prosecutor

Assessor

Commissioner

County Commission President

Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on **Nov 29 2018**

RECEIVED

NOV 19 2018

RECEIVED

NOV 18 2018

Mark Rhodes  
WOOD County 11:29:00 AM  
Instrument No 8808292  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 1  
Book-Page 75-26

By: Sarah Edelen

Application Printed On

Wednesday, October 31, 2018 9:43 am

# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **601370** ✓

Tax Year: **2016** ✓

Upon the application of **STONECREST APARTMENTS** whose address is **PO BOX 1492 PARKERSBURG, WV 26102-1492** aggrieved by an erroneous assessment in **PARKERSBURG District (05)**, in the County of Wood, for the **2016** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2016** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO A CLERICAL ERROR. STONECREST APARTMENTS WAS CHANGED TO BASMAN INVESTMENTS, LLC PRIOR TO 7-1-15. HOWEVER, TWO TAX TICKETS WERE CREATED FOR THE SAME TAX YEAR. PLEASE SEE ATTACHED.**

All of which is ordered to be certified to the Auditor of the State of West virginia and the Sheriff of WOOD County

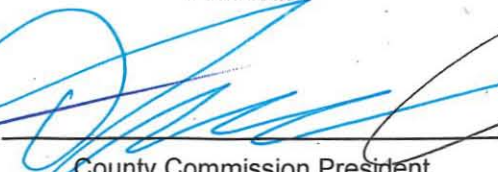
Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2016	BILLING	4	1,901.22	2.955500	4	64,328
10/31/2018	PENDING EXONERATION	4	-1,901.22	2.955500	4	-64,328
Adjusted Net Taxes			0.00	Adjusted Net Value		

  
Taxpayer

  
Prosecutor

  
Assessor

  
Commissioner

  
County Commission President

  
Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on Nov 29, 2018

RECEIVED

NOV 19 2018

RECEIVED

NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 11:30:46 AM  
Instrument No 8808293  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 1  
Book-Page 75-26

By: Sarah Edelen

Application Printed On

Wednesday, October 31, 2018 9:40 am



# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Personal Property**

Tax Ticket: **701326**

Tax Year: **2017**

Upon the application of **STONECREST APARTMENTS** whose address is **PO BOX 1492 PARKERSBURG, WV 26102-1492** aggrieved by an erroneous assessment in **PARKERSBURG District (05)**, in the County of Wood, for the **2017** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2017** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

**THE ABOVE MENTIONED TAX TICKET IS INCORRECT DUE TO A CLERICAL ERROR. STONECREST APARTMENTS WAS CHANGED TO BASMAN INVESTMENTS, LLC PRIOR TO 7-1-15. HOWEVER, TWO TAX TICKETS WERE CREATED FOR THE SAME TAX YEAR. PLEASE SEE ATTACHED.**

All of which is ordered to be certified to the Auditor of the State of West virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2017	BILLING	4	2,213.92	3.128720	4	70,761
10/31/2018	PENDING EXONERATION	4	-2,213.92	3.128720	4	-70,761
Adjusted Net Taxes			0.00	Adjusted Net Value		

Taxpayer

Prosecutor

Assessor

Commissioner

County Commission President

Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on **Nov 29, 2018**

RECEIVED  
NOV 19 2018  
County Administration

RECEIVED  
NOV 28 2018  
County Auditor

Mark Rhodes  
WOOD County 10:20:23 AM  
Instrument No 8809146  
Date Recorded 11/29/2018  
Document Type CDD  
Pages Recorded 1  
Book-Page 75-26

By: Sarah Edelen

Application Printed On

Wednesday, October 31, 2018 9:42 am

# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Real Estate**

Tax Ticket: **31840**

Tax Year: **2017**

**Description**

2 TCTS CONT .522-A M-OR-L WV  
RT 14 INCLUDES 220/C9

Upon the application of **STARCHER BARBARA A & AMBER M** whose address is **127 HICKORY HTS MINERAL WELLS, WV 26150**- aggrieved by an erroneous assessment in SLATE District (06) Map 220 Parcel 00C80000, in the County of Wood, for the **2017** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2017** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

The above mentioned tax ticket is incorrect due to a clerical error. **BARBARA STARCHER** was incorrectly assessed in the wrong tax class. The revised tax amount reflects an accurate assessment.

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2017	BILLING	3	500.98	2.378800	3	21,060
11/05/2018	PENDING EXONERATION	3	-250.50	2.378800	3	0
Adjusted Net Taxes			250.48	Adjusted Net Value		21,060

Map 220 Parcel 00C80000

*Barbara A. Starch*

Taxpayer

*[Signature]*

Prosecutor

*[Signature]*

Assessor

*[Signature]*

Commissioner

*[Signature]*

County Commission President

*[Signature]*

Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on Nov 29, 2018

RECEIVED

NOV 15 2018

County Administrator

RECEIVED

NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 10:21:40 AM  
Instrument No 8809149  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 1  
Book-Page 75-26

Application Printed On

By: Connie Mcatee

Monday, November 5, 2018 2:34 pm



# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Real Estate**

Tax Ticket: **31744**

Tax Year: **2018**

**Description**

2 TCTS CONT .522-A M-OR-L WV  
RT 14 INCLUDES 220/C9

Upon the application of **STARCHER BARBARA A & AMBER M** whose address is **127 HICKORY HTS MINERAL WELLS, WV 26150-** aggrieved by an erroneous assessment in SLATE District (06) Map 220 Parcel 00C80000, in the County of Wood, for the **2018** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2018** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

The above mentioned tax ticket is incorrect due to a clerical error. **BARBARA STARCHER** was incorrectly assessed in the wrong tax class. The revised tax amount reflects an accurate assessment.

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount
07/01/2018	BILLING	3	513.72
11/05/2018	PENDING EXONERATION	3	-256.86
Adjusted Net Taxes			256.86

Tax Rate	Tax Class	Net Value
2.365200	3	21,720
2.365200	3	0
Adjusted Net Value		21,720

Map 220 Parcel 00C80000

*Barbara A. Starcher*

Taxpayer

*[Signature]*

Prosecutor

*[Signature]*

Assessor

*[Signature]*

Commissioner

*[Signature]*

County Commission President

*[Signature]*

Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on *Nov. 29, 2018*

RECEIVED

NOV 15 2018

County Administrator

RECEIVED

NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 10:22:49 AM  
Instrument No 8809151  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 1  
Book-Page 75-26

By: Connie Mcatee

Application Printed On

Monday, November 5, 2018 2:43 pm

# Wood County Commission

## Erroneous Assessment Application

Tax Type: **Real Estate**

Tax Ticket: **23327**

Tax Year: **2018**

**Description**

#1 R R DEBUSSEY ADN  
1609 36TH ST

Upon the application of **NULTER ELIZABETH D** whose address is **1609 36TH ST PARKERSBURG, WV 26104-1939** aggrieved by an erroneous assessment in PARKERSBURG District (05) Map 23 Parcel 02760000, in the County of Wood, for the **2018** tax year.

The County Commission therefore, orders that the said applicant be and hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed in and for the **2018** tax year.

If the taxes have been paid the Sheriff shall refund the same to them; or if more than a year from the time the property books were delivered to the Sheriff for the the affected tax year, the Sheriff shall allow a credit on future taxes payable.

The above mentioned tax ticket is incorrect due to a clerical error. **ELIZABETH NULTER** was incorrectly assessed in the wrong tax class. The property is not a rental. The revised tax amount reflects an accurate assessment.

All of which is ordered to be certified to the Auditor of the State of West Virginia and the Sheriff of WOOD County

Date	Transaction Type	Class	Amount	Tax Rate	Tax Class	Net Value
07/01/2018	BILLING	4	1,478.44	3.115120	4	47,460
10/29/2018	PENDING EXONERATION	4	-739.22	3.115120	4	0
			Adjusted Net Taxes			Adjusted Net Value
			739.22			47,460

Map 23 Parcel 02760000

Taxpayer

Prosecutor

Assessor

Commissioner

County Commission President

Commissioner

At a regular session of the County Commission of Wood County, West Virginia, held at the Courthouse of said County, The County Commission did approve this exoneration on **Nov 29, 2018**

RECEIVED

OCT 30 2018

County Administrator

RECEIVED

NOV 15 2018

County Administrator

RECEIVED

NOV 28 2018

County Administrator

Mark Rhodes  
WOOD County 10:23:51 AM  
Instrument No 8809155  
Date Recorded 11/29/2018  
Document Type 000  
Pages Recorded 1  
Book-Page 75-26

Application Printed On

Monday, October 29, 2018 2:15 pm

By: Connie Mcatee





WOOD COUNTY PROSECUTING ATTORNEY

PAT LEFEBURE  
WOOD COUNTY PROSECUTING ATTORNEY

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

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

November 28, 2018

Wood County Commissioners  
Wood County Courthouse  
Parkersburg, WV 26101

Dear Commissioners:

Please be advised that Donna Taylor's last day of employment with my office will be December 6, 2018. Also, please pay her a total of 3.5 days of vacation.

Thank you for your assistance in this matter.

Sincerely yours,

Pat Lefebure  
Wood County Prosecuting Attorney

RECEIVED  
NOV 28 2018  
County Administrator

Mark Rhodes  
WOOD County 10:43:32 AM  
Instrument No 8809172  
Date Recorded 11/29/2018  
Document Type COJ  
Pages Recorded 1  
Book-Page 75-26

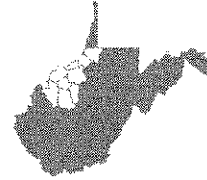
# LITTLE KANAWHA RC&D

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## Resource Conservation & Development Council

1014 Volcano Road  
Waverly, WV 26184-9777  
website: under reconstruction

Phone: (304) 679-3639  
Email: [info@lkrcd.com](mailto:info@lkrcd.com)  
facebook: Project Sharing



Nov. 29, 2018

## Little Kanawha Resource Conservation & Development, better known as **Little Kanawha RC&D**

- Main office: in administration building at Mountwood Park
  - Project Sharing warehouse: 2309 Gihon Road, South Parkersburg
- The RC&D area was originally approved through the USDA's Soil Conservation Service and was authorized for funding in October 1966, with the RC&D incorporating on Feb. 19, 1975
- Little Kanawha RC&D was the first RC&D in West Virginia
- . . . and the 13<sup>th</sup> RC&D Area in the nation. West Virginia is served by 5 RC&D areas, the 6<sup>th</sup> one (Potomac Headwaters) ceased operations in 2013.
- Since its beginning, County Commissions and Conservation Districts have been sponsors and supporters of the project. Each sponsor appoints a member to the RC&D Board from their respective counties. A third "at-large" Director is also appointed from each county.
- Service area: Calhoun, Jackson, Pleasants, Ritchie, Roane, Tyler, Wetzel, Wirt and Wood Counties.

RC&D works with local people, organizations and governmental agencies towards improving our areas through development, conservation and proper use of our area's natural resources.

***As long as we work together, there's no limit as to what we can achieve.***

We have 2 major project area: one is our **Mini Grant Program** for land and water related projects. The application period runs from Dec.13, 2018, through Mar. 14, 2019. Hard copies of the application will be available Dec. 13<sup>th</sup> or those interested may request a copy be emailed. Those requests should go to [info@lkrcd.com](mailto:info@lkrcd.com).

Our 2<sup>nd</sup> major project area is **Project Sharing**. We partner with organizations and businesses to provide supplies to non-profit organizations to assist those in need or the underserved. We're in our 13<sup>th</sup> year of this program which started when people came to us requesting assistance for people in need.

Project Sharing survives and remains open from the monetary donations to the program. Non-profits may secure items to assist others or to help improve their own locations so they may better serve others. PS is in the large warehouse in the fenced in area at 2309 Gihon Road, just past Ollie's in South Parkersburg. Some of you may know the site as the old farmer's market site. The warehouse is open Wednesdays, 9 AM to 2 PM, applications for Project Sharing are available on site.

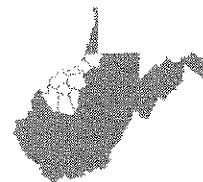
# LITTLE KANAWHA RC&D

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## Resource Conservation & Development Council

1014 Volcano Road  
Waverly, WV 26184-9777  
website: under reconstruction

Phone: (304) 679-3639  
Email: [info@lkrcd.com](mailto:info@lkrcd.com)  
facebook: Project Sharing



Non-profits are urged to come in, look around. We have huge rooms of merchandise with everything from slippers, bales of clothing, personal care items, to educational materials, some school supplies, school desks, office cubicles (to be assembled), plumbing, paint, electrical, bathtubs, holiday and party items, floor tile, lots of doors, windows and window shutters, graham crackers, dishes and lots more. There are items here for all ages.

We're always looking for organizations to visit the warehouse. In turn, donations to the program help keep the lights and heat on and help us secure more goods to keep our warehouse stocked with a variety of items. We don't serve individuals, but non-profits who serve others. This can be scouts, churches, child or senior care centers, or any eligible 501(c)(3)s. Check out our Project Sharing facebook page, look for the orange flower – this is the same one as on the sign at the entrance to the warehouse. Please do not look for our website as it is greatly outdated and we have a new one under construction.

Another area of growth is our **Garden Program**. We've just completed our 2<sup>nd</sup> year of offering garden space at the warehouse area. Gardens are available first to veterans but are also opened up to anyone else who would want to take advantage of this great garden spot right in Parkersburg. There's approx. 3 acres plus a greenhouse on site. According to information from the American Horticultural Therapy Assoc., half of America's farmers are at retirement age and 50% of America's veterans experience PTSD. Gardening not only teaches people how to feed themselves and their families and provide an income, but also has a therapeutic effect of nurturing the spirit, decreasing stress hormones, anxiety and depression levels, and we hope this benefits our veterans who garden here. We are working with the WVDA to find a grower who will put the greenhouse back into operation so that foods may be harvested for local businesses who need fresh produce.

We work closely with many organizations to make our programs a success. We're pleased to have served our counties for over 52 years now. We want to let others know what is available to them and we want to continue to assist in ways that will help not only our natural resources but also those in need.

Remember Project Sharing and any non-profits who might benefit, send them our way on a Wednesday! Come spring, remember our Garden program.

Phone 304-679-3639, email [info@lkrcd.com](mailto:info@lkrcd.com).

**RC&D Mission Statement:** "Assist local communities to manage their natural resources in ways that improve the area's economy and environment."

**Project Sharing Mission Statement:** "Working together with organizations that serve the underserved to improve the quality of life in our 9-county project area."

**... and this helps us accomplish the**

**RC&D Vision:** "Leading our communities through partnerships to make things happen."