

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: Minutes of the Meeting held December 15, 1981

PRESENT: President, Holmes R. Shaver  
Commissioner, William C. Parrish  
Commissioner, Dexter L. Buckley, Jr.

On this the 15th day of December, 1981 the County Commission of Wood County entered into a Lease Agreement with the Commercial Banking & Trust Co., hereinafter referred to as Lessor, to lease the basement of the building located in the County of Wood, (former Horner & Harrison Bldg.) State of West Virginia, and known as 407 and 409 Market Street, Parkersburg, West Virginia. The Lessee leases the described premises for a term of one (1) year, commencing December 1, 1981, and terminating herein at the monthly rental of five hundred dollars (\$500.00). Upon the motion of Commissioner William C. Parrish, seconded by Commissioner Dexter L. Buckley, Jr. and made unanimous by Commission President Holmes R. Shaver said Lease Agreement was accepted and approved for recording. A copy of this ORDER is in attachment.

Also, the Commission met with Mr. Victor Sholes from Pitney Bowes to introduce a new posting machine to the Commission. Mr. Shole demonstrated the machine to the elected officials. A motion to purchase the machine was made by Commissioner William C. Parrish, seconded by Commissioner Dexter L. Buckley, Jr. and made unanimous by Commission President, Holmes R. Shaver.

The following Purchase Orders were received and approved by this Commission:

Purchase Order #5542, to Scott Inc., in the amount of \$6.36, for the Maintenance Department.

Purchase Order #5543, to Sherwin Williams, in the amount of \$74.12, for the Maintenance Department.

Purchase Order #5544, to the Workingman's Store, in the amount of \$18.00, for the Correctional Center.

Purchase Order #5545, to A. B. Dick, in the amount of \$172.85, for the Correctional Center.

Purchase Order #5546, to Vienna Office Supply, in the amount of \$39.00, for the Correctional Center.

Purchase Order #5547, to Parkersburg Office Supply, in the amount of \$31.98, for the Correctional Center.

Purchase Order #5550, to Easton Printing Co., in the amount of \$265.00, for the County Clerk's Office.

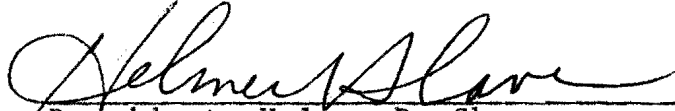
Purchase Order #5551, to Chapman Printing Co., in the amount of \$68.00, for the County Clerk's Office.

\*\*\*ADDITION:

The Commission also received one (1) Personal Property Tax Ticket to be impropered for a clerical error. The Commission received and approved the ticket and forwarded it to the Probate Office to be recorded. A copy is in attachment.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
President, Holmes R. Shaver

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Commissioner, William C. Parrish

  
\_\_\_\_\_  
Commissioner, Dexter L. Buckley, Jr.

December 15, 1981

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: LEASE AGREEMENT BY AND BETWEEN THE WOOD COUNTY  
COMMISSION AND COMMERCIAL BANKING AND TRUST  
COMPANY

O R D E R

On this the 15th day of December, 1981 the County Commission of Wood County entered into a Lease Agreement with the Commercial Banking & Trust Co., hereinafter referred to as Lessor.


Now, Therefore, Said Agreement witnesseth that for and in consideration of the sum of one dollar (\$1.00), cash in hand paid, receipt as acknowledged, the parties do agree to lease the basement of the building located in the County of Wood, State of West Virginia, and known as 407 and 409 Market Street, Parkersburg, West Virginia to Lessee for Lessee's use as a storage facility.

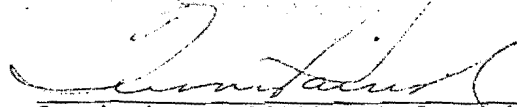
Lessee leases the above described premises for a term of one (1) year, commencing December 1, 1981, and terminating herein at the monthly rental of five hundred dollars (\$500.00).

Upon the motion of Commissioner William C. Parrish, seconded by Commissioner Dexter L. Buckley, Jr. and made unanimous by Commission President Holmes R. Shaver said Lease Agreement is hereby accepted and approved for recording.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
President, Holmes R. Shaver

  
\_\_\_\_\_  
Commissioner, William C. Parrish

  
\_\_\_\_\_  
Commissioner, Dexter L. Buckley, Jr.

ENTERED: DECEMBER 15, 1981

THIS LEASE AGREEMENT: Made and entered into this 1st day of December, 1981, by and between

COMMERCIAL BANKING AND TRUST COMPANY, a corporation, as party of the first part, hereinafter referred to as Lessor,

and

THE WOOD COUNTY COMMISSION, a Public Corporation, as party of the second part, hereinafter referred to as Lessee,

WHEREAS, Lessor is the sole owner of the premises described below, and desires to lease the premises to Lessee for storage purposes, and

WHEREAS, Lessee desires to lease the premises for storage purposes from Lessor, and

WHEREAS, the parties hereto desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: - That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, receipt whereof is hereby acknowledged, and the mutual covenants contained herein, the parties hereto do hereby agree as follows:

I.

SUBJECT AND PURPOSE. Lessor leases the basement of the building located in the County of Wood, State of West Virginia, and known as 407 and 409 Market Street, Parkersburg, West Virginia, to Lessee for Lessee's use as a storage facility.

II.

TERM AND RENT. Lessee leases the above described premises for a term of one (1) year, commencing December 1, 1981, and term-

inating on November 30, 1982, or sooner as provided herein, at the monthly rental of FIVE HUNDRED DOLLARS (\$500.00).

III.

ALTERATIONS. Lessor hereby agrees to the construction of a partition in order to provide a private entrance to the demised premises, at the Lessee's expense.

IV.

REPAIRS. Lessor shall, at its own cost and expense, repair and maintain in a good, safe and substantial condition, the demised premises.

Lessee shall, at all times during the lease, use all reasonable means to prevent waste, damage, or injury to the demised premises.

V.

TAXES. Lessor shall pay all taxes, assessments, or other governmental charges that shall or may, during this lease term, be imposed on the demised premises.

VI.

UTILITIES. Lessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas and electricity.

VII.

INSURANCE. During the term of this lease and for any further time that Lessee shall hold the demised premises, the parties hereto agree that the following types and amounts of insurance shall be maintained:

- (a) Lessor shall keep the demised premises insured against loss or damage, except loss or damage caused by the negligence or gross negligence of the Lessee.

- (b) Lessee shall keep the demised premises insured against liability for bodily injury, and shall maintain such insurance as the Lessee deems necessary to cover the contents placed on the demised premises by the Lessee, and Lessee specifically agrees to hold the Lessor harmless from any or all liability arising out of or relating to the use of the demised premises, all in such amounts and in such forms as may from time to time be required by Lessee, and shall provide and keep in force other insurance in amounts that may from time to time be required by Lessor against other insurable hazards as are commonly insured against for the type of activity that Lessee will conduct.

VIII.

UNLAWFUL OR DANGEROUS ACTIVITY. Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultrahazardous purpose nor operate or conduct its business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable or ultrahazardous use, take action to halt such activity.

IX.

INDEMNITY. Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease; (2) any injury or damage happening on or about the demised premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanics' lien or security interest filed against the demised premises or equipment, materials or alterations of building or improvements thereon.

X.

DEFAULT OR BREACH. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default or breach is made in the performance of or compliance with any other term or condition hereof, the Lease, at the

option of the Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 30 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

XI.

ASSIGNMENT AND SUBLETTING. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. Any assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

XII.

QUIET ENJOYMENT. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

XIII.

RIGHT OF INSPECTION. Lessor and its agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises.



XIV.

LIABILITY OF LESSOR. Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. The provision herein permitting Lessor to enter and inspect the demised premises is made to insure that Lessee is in compliance with the terms and conditions hereof. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes.

XV.

OPTION TO RENEW. Lessor grants to Lessee an option to renew this lease for a one (1) year period, with the rental for such renewal to be negotiated at the time of such renewal. To exercise this option, Lessee must give Lessor written notice of the intention to do so at least sixty (60) days before this lease expires.

XVI.

SURRENDER OF PREMISES. At the expiration of this lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as it was at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

XVII.

ENTIRE AGREEMENT. This lease contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto. This lease and the term and conditions hereof apply to and are binding on the legal representatives, successors and assigns of both parties.

XVIII.

APPLICABLE LAW. This agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

IN WITNESS WHEREOF: The parties hereto have executed  
this lease on the day and year first above written.

COMMERCIAL BANKING AND TRUST COMPANY

By: Jack F. Poe

Its: President

THE WOOD COUNTY COMMISSION

By: Robert M. Shaw

Its: President

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this  
8th day of December, 1981, by Jack F. Poe,  
its President, of COMMERCIAL BANKING AND TRUST COMPANY, a  
West Virginia banking corporation, on behalf of said corporation.

My commission expires: May 27, 1987

Jackie F. Lynch  
Notary Public in and for Wood County,  
West Virginia

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me this  
15th day of December, 1981, by Robert M. Shaw,  
its President, of THE WOOD COUNTY COMMISSION, a public  
corporation, on behalf of said Commission.

My commission expires: May 18, 1989

Christina J. Cross  
Notary Public in and for Wood County,  
West Virginia

The foregoing lease was prepared by or under the direction of H. F.  
Salsbery, Jr., Attorney at Law, Parkersburg, West Virginia.

December 15, 1981

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: LEASE AGREEMENT BY AND BETWEEN THE WOOD COUNTY  
COMMISSION AND COMMERCIAL BANKING AND TRUST  
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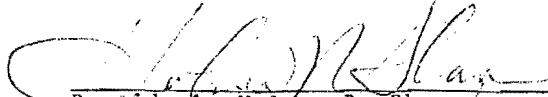
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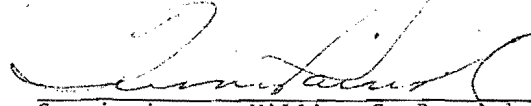
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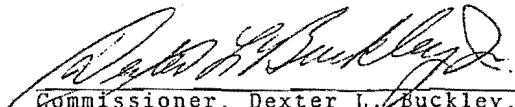
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seconded by Commissioner Dexter L. Buckley, Jr. and made unan-  
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ment is hereby accepted and approved for recording.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

  
\_\_\_\_\_  
President, Holmes R. Shaver

  
\_\_\_\_\_  
Commissioner, William C. Parrish

  
\_\_\_\_\_  
Commissioner, Dexter L. Buckley, Jr.

ENTERED: DECEMBER 15, 1981

No. \_\_\_\_\_

PERSONAL PROPERTY

WOOD COUNTY

*Jones, C. Matthew*  
*176 N. Hills Dr.*  
*Lackensburg, WVa 26101*

DISTRICT *North Hills*  
TICKET NO. *10877 '80' Supp.*  
DATE *12/10/81*

This is to certify that this ticket or portion thereof, as noted, is improper for the following reason:  
*Imp. Double supplemental (Pd. 80' Supp. 7-27-81 No. 7665)*

The erroneousess of this ticket has been checked by: *B. Longen*  
DEPUTY

Approved by EUGENE A. KNOTTS, ASSESSOR, or his authorized deputy,

Commissioner *[Signature]*  
Commissioner *[Signature]*  
*R. K. Mason*