

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: Minutes of the Meeting held May 20, 1982

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

At 10:00 a.m. the Commission met with Mrs. Judy Shannon, and various other representatives of the Health Board. The purpose of the meeting was to acquire the Commissions endorsement on a Consent Agreement to transfer the H. P. Dils Building to the Wood County Commission and also endorse the Quitclaim Deed, Contract SA-111-WVA-516, Amendment No. 1., by and between the Wood County Board of Health, and the Wood County Commission. A copy of both the Consent Agreement and the Quitclaim Deed are attached.

At 10:45 a.m. the Commission met with Mr. Edward R. Lehew, Director of Mountwood Park. The purpose of Mr. Lehew's meeting with the Commission was to request that the Commission apply and make application for \$170,668.00 Innovative Grant via the United States Department of th Interior National Park Service, The Urban Park and Recreation Recovery (UPARR) Program. Lehew told the Commission that the monies would be used for various programs at the park and would be used for salaries. The Commission told Mr. Lehew that they would discuss the matter further and would get back to him.

The Commission also met briefly with Mr. Dominic Kim, A.I.A, Architect to discuss the bid proposals received for the H.V.A.C. (Heating, Ventilation and Air-Conditioning) System for the Court House. Another meeting was slated with Mr. Kim to discuss and review the bids. The meeting will be held on Tuesday, May 25,

1982, at 3:30 p.m., in the office of the Wood County Commission.

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

Purchase Order #6010, to Burkholder Pest Control Co., in the amount of \$108.35, for the Maintenance Department.

Purchase Order #6058, to R. L. Polk & Co., in the amount of \$98.00, for the County Commission.

Purchase Order #6059, to Park Chem, in the amount of \$22.20, for the Correctional Center.

Purchase Order #6060, to Parkersburg Office Supply, in the amount of \$6.78, for the Correctional Center.

Purchase Order #6061, to Noe Office Supply, in the amount of \$29.55, for the Sheriff's Tax Office.

Purchase Order #6062, to H & I Wholesale, in the amount of \$285.18, for the Correctional Center.

Purchase Order #5721-A, to Universal Supply, in the amount of \$106.12, for the County Commission.


Purchase Order #5721-B, to Universal Supply, in the amount of \$181.60, for the County Commission.

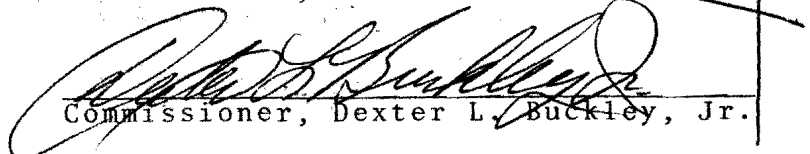
Purchase Order #5721-C, to Universal Supply, in the amount of \$241.35, for the County Commission.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY


President, Holmes R. Shaver


Commissioner, William C. Parrish


Commissioner, Dexter L. Buckley, Jr.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Office of the Principal
Regional Official

Region III
P.O. Box 13716, 3535 Market St.
Philadelphia, PA 19101

May 12, 1982

CERTIFIED - RETURN RECEIPT REQUESTED

RE: H.P. Dils Building, Parkersburg, WVA
Quitclaim and Consent Agreement

Mr. William F. Gainer, Chairman
Wood County - Parkersburg Board of Health
211 Sixth Street
Parkersburg, West Virginia 26101

Dear Mr. Gainer:

Transmitted with this letter is the Department of Health and Human Services' Consent Agreement dated May 12, 1982. This Agreement consents to the transfer of the H.P. Dils Building to the Wood County Commission.

Also transmitted is the Quitclaim Deed, Contract SA-111-WVA-516, Amendment No. 1, prepared by our Regional Attorney, and one copy. When the Deed has been fully executed, please return the signed copy to this office.

After the Quitclaim Deed and the Consent Agreement have been recorded, please send the recordation data for our files.

Sincerely yours,

Calvin E. Watkins, Sr., AIA
Director
Facilities Engineering and
Construction

Encl. A/S

cc: Pat Patterson (no attachments)
Wood County Commission (w/attachments)

WHEREAS, the WOOD COUNTY-PARKERSBURG BOARD OF HEALTH has obtained the written consent of the Secretary of the Department of Health and Human Services (which Department is successor in function to the Department of Health, Education, and Welfare) to the transfer of the aforesaid property to the transferee:

NOW THEREFORE, the transferor, for and in consideration of the foregoing and of the observance and performance by the transferee of the covenants, conditions, restrictions, and reservations hereinafter contained and other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released and forever quitclaimed and by these presents doth hereby remise, release and forever quitclaim unto the transferee, its successors and assigns forever, all the right, title, interest, claim and demand which the transferor has in and to the hereinafter described tract or parcel of land situate, lying and being in the County of Wood, State of West Virginia, and more particularly described as follows, to wit:

BEGINNING at the point in the northerly line of Sixth Street (assuming that Sixth Street runs in an easterly and westerly direction), distant 170.4 feet to the easterly line of said Sixth Street in a westerly direction 67.38 feet to the easterly line of a public alley; thence with easterly line of said alley in a northerly direction 100 feet to a point; thence in an easterly direction, parallel to the northerly line of said Sixth Street, 67.40 feet to a point; thence in a southerly direction, parallel to the easterly line of said alley, 100 feet to the point of beginning. There is situate upon said lot a four story brick mercantile building, having a width in front of 67.38 feet and a depth of 95.21 feet. The outside face of the walls of said brick building coincide and follow the easterly, southerly and westerly boundary lines of said lot.

SUBJECT TO any and all existing easements, rights-of-way, reservations, and servitudes, whether of record or not.

TO HAVE AND TO HOLD the foregoing described property unto the transferee, its successors and assigns forever; PROVIDED HOWEVER, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the transferee, its successors and assigns, and each of them as follows:

1. That for a period of thirty (30) years from August 16, 1976, the date of execution of the Quitclaim Deed by which the Department of Health, Education, and Welfare conveyed to the transferor the above-described property herein, said property shall be utilized continuously for public health purposes in accordance with the proposed program and plan as set forth in the application of the transferor dated March 9, 1976, and amended May 13, 1976, incorporated and made a part hereof, and for no other purpose.

2. That during the aforesaid period of thirty (30) years, the transferee will resell, lease, mortgage, encumber or otherwise dispose of the above-described property or any part thereof or interest therein only as the Department of Health and Human Services, or its successor in function, in accordance with its existing regulations, may authorize in writing.

3. That one year from the date of this deed and annually thereafter for the aforesaid period of thirty (30) years from August 16, 1976, unless the Department of Health and Human Services or its successor in function otherwise directs, the transferee will file with the Department of Health and Human Services, or its successor in function, reports on the operation and maintenance of the above-described property and will furnish, as requested, such other pertinent data evidencing continuous use of the property for the purpose specified in the above-identified application.

4. That for the period during which the above-described property is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose

assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the transferee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of the Act and its implementing Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program or activity of the transferee, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

In the event of a breach of any of the conditions set forth above, whether or not caused by the legal or other inability of the transferee, its successors or assigns, to perform any of the obligations herein set forth, all right, title, and interest in and to the above-described property shall, at its option, revert to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right of entry thereon, and the transferee, its successors or assigns, shall forfeit all right, title, and interest in and to the above-described property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED HOWEVER, that the failure of the Department of Health and Human Services, or its successor in function, to insist in any one or more instances upon complete performance of any of said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the transferee's obligations with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for any such breach of conditions subsequent numbered 1, 2, and 3, herein, within

thirty-one (31) years from August 16, 1976, the date of the Quitclaim Deed by which the UNITED STATES OF AMERICA, acting by and through the Secretary of the Department of Health, Education, and Welfare, conveyed the above-described property to the transferor, conditions numbered 1, 2, and 3, herein, together with all rights of the UNITED STATES OF AMERICA to re-enter as in this paragraph provided with respect to conditions numbered 1, 2, and 3, herein, shall as of that date, terminate and be extinguished; PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, and 3, and the rights to re-enter shall not affect the obligation of the transferee, its successors and assigns, with respect to condition numbered 4 herein or the right of the UNITED STATES OF AMERICA to re-enter for breach of said condition.

The transferee, by the acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the UNITED STATES OF AMERICA exercises its option to revert all right, title and interest in the property to the UNITED STATES OF AMERICA, the transferee shall provide protection and maintenance of said property at all times until such time as the title is actually reverted to the UNITED STATES OF AMERICA, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by General Services Administration in its Regulation FPMR 101-47.4913 (41 C.F.R. Part 101) in effect as of August 16, 1976, a copy of which Regulation is attached to the application of the transferor dated March 9, 1976, and amended May 13, 1976, previously incorporated herein.

The transferee by acceptance of this deed covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein conveyed or any part thereof--which covenant shall attach to and run with the land for so long as the property herein conveyed is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, and which covenant shall in

any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the UNITED STATES OF AMERICA, against the transferee, and its successors and assigns, and every successor in interest to the property, or any part thereof-- that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulations of the Department of Health and Human Services (45 C.F.R., Part 80), issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under the program and plan referred to in condition subsequent numbered 1 above or under any other program or activity of the transferee, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

In the event title to the above-described premises is reverted to the UNITED STATES OF AMERICA for noncompliance or voluntarily reconveyed in lieu of reverter, the transferee at the option of the Department of Health and Human Services, or its successor in function, shall be responsible and shall be required to reimburse the UNITED STATES OF AMERICA for the decreased value of the above-described property not due to reasonable wear and tear, acts of God, and alterations and conversions made by the transferee to adapt the property to the public health use for which the property was acquired. The UNITED STATES OF AMERICA shall, in addition thereto, be reimbursed for such damage including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of the noncompliance.

The transferee may secure abrogation of the conditions numbered 1, 2, and 3, but not of condition 4, for all or any portion of the above-described property, herein by:

(a) Obtaining the consent of the Department of Health and Human Services, or its successor in function; and

(b) Making payment to the UNITED STATES OF AMERICA in accordance with the following conditions:

(1) If abrogation is requested by the transferee for the purpose of making the property or a portion thereof available to serve the needs or purposes of a third party, payment shall be based upon the current fair value, as of the date of any such requested abrogation, of the property to be released from the conditions and restrictions, less amortized credit at the rate of three and one-third percent (3 1/3%) of the public benefit allowance granted on the original fair market value for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above-identified application.

(2) If abrogation is requested by the transferee for the purpose of making the property available as security for financing of new construction, for acquiring substitute or better facilities, or for relocating elsewhere, all for the purpose of further advancing or promoting the program specified in the above-identified application, payment shall be based upon the public benefit allowance granted to the transferee of one hundred percent (100%) from the fair value of one hundred thirty-four thousand six hundred dollars (\$134,600.00) as of the date of this instrument, less a credit at the rate of three and one-third percent (3 1/3%) of the public benefit allowance granted for each twelve (12) months during which the property has been utilized in accordance with the purpose specified in the above-identified application; provided, however, the transferee shall execute such agreement, supported by surety bond or other security that may be deemed by the Department of Health and Human Services, to be necessary or advisable, to assure that the proceeds of sale obtained by the transferee in any disposal of any portion of the property for effectuating one or another of the aforesaid purposes for which abrogation is requested, will be devoted to the program use specified in the above-identified application.

The transferee by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that if the transferee, its successors and assigns, shall cause any of said improvements to be insured against loss, damage or destruction and any such loss, damage or destruction shall occur during the period that transferee holds title to said property subject to said conditions 1, 2, and 3, said insurance and all monies payable to the transferee, its successors or assigns, thereunder shall be held in trust by the transferee, its successors or assigns, and shall be promptly used by the transferee, for the purpose of repairing such improvements and restoring the same to their former condition and use or for the purpose of replacing said improvement with equivalent or more suitable improvements, or, if not so used, shall be paid over the Treasurer of the United States in an amount not exceeding the unamortized public benefit allowance of the buildings, structures or improvements lost, damaged, or destroyed.

The transferee by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that in the event the property conveyed hereby is sold, leased, mortgaged, encumbered, or otherwise disposed of, or is used for purposes other than those set forth in the above-identified program and plan without the consent of the Department of Health and Human Services, all revenues or the reasonable value, as determined by the Department of Health and Human Services, of benefits to the transferee deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal, or use (or the reasonable value as determined by the Department of Health and Human Services, of any unauthorized use), shall be considered to have been received and held in trust by the transferee for the UNITED STATES OF AMERICA and shall be subjected to the direction and control of the Department of Health and Human Services.

The transferee, by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency

declared by the President of the United States, or by the Congress of the United States, to the full unrestricted possession, control and use of the property hereby conveyed, or any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the thirty (30) year period of restricted use by the transferee, its successors or assigns, such use may be either exclusive or nonexclusive and shall not impose any obligation upon the UNITED STATES OF AMERICA to pay rent or any other fees or charges during the period of emergency, except that the UNITED STATES OF AMERICA shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of such portion of the property as it may use nonexclusively or over which it may have nonexclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the transferee without Government aid, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear, and acts of God and the common enemy excepted. Subsequent to the expiration or termination of the thirty (30) year period of restricted use, the obligations of the UNITED STATES OF AMERICA shall be as set forth in the preceding sentence and, in addition, the UNITED STATES OF AMERICA shall be obligated to pay a fair rental for all or any portion of the premises herein conveyed which it uses.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the 19th day of May, 1982.

WOOD COUNTY-PARKERSBURG
BOARD OF HEALTH

BY: William F. Gainer
WILLIAM F. GAINER, CHAIRMAN
WOOD COUNTY-PARKERSBURG
BOARD OF HEALTH

WITNESSES:

E. [Signature]

ACCEPTANCE

I, Holmes R. Shaver, President, acting on behalf of the Wood County Commission, hereby accept the foregoing Quitclaim Deed dated the 26th day of May, 1982, from the WOODS COUNTY-PARKERSBURG BOARD OF HEALTH, PARKERSBURG, WEST VIRGINIA, and further I hereby agree by this Acceptance for and on behalf of the Wood County Commission to the covenants, exceptions, reservations, conditions and restrictions contained therein.

WITNESS my signature and seal this 26th day of May 1982.

WOOD COUNTY COMMISSION
Parkersburg, West Virginia

By: Holmes R. Shaver
Holmes R. Shaver
President

WITNESSES:

[Handwritten signatures of witnesses]

ACKNOWLEDGMENT

STATE OF WEST VIRGINIA)
) to wit:
COUNTY OF WOOD)

I, [Handwritten Signature], a notary public for the State and County aforesaid, do certify that Holmes R. Shaver, President, Wood County Commission, whose name is signed to the writing above bearing date on the 26th day of May, 1982, has this day acknowledged the same before me, in my said County.

Given under my hand this 26th day of May, 1982.

(SEAL)

[Handwritten Signature]
Notary Public

My Commission Expires May 18, 1989

CONSENT AGREEMENT

WHEREAS, by Quitclaim Deed dated the 16th day of August, 1976 and recorded with the Clerk of Wood County, West Virginia, in Deed Book No. 674, pages 694-704, the UNITED STATES OF AMERICA, acting by and through the Secretary of the Department of Health, Education and Welfare, conveyed to Wood County-Parkersburg Board of Health, Parkersburg, West Virginia, certain property situated in Wood County, West Virginia, and more particularly described in said Quitclaim Deed; and

WHEREAS, the aforesaid Quitclaim Deed contained certain conditions, reservations, and restrictions binding on the Wood County-Parkersburg Board of Health, its successors or assigns, including a prohibition against the resale, lease, mortgage, encumbrance, or other disposal of the property thereby conveyed, or any part thereof, or interest therein, without first obtaining the written authorization of the Department of Health, Education and Welfare, or its successor in function, to such sale, lease, mortgage, or encumbrance, or other disposal, in accordance with existing regulations; and

WHEREAS, the Wood County-Parkersburg Board of Health will cease to exist as of July 1, 1982, on which date the Wood County Commission and City of Parkersburg will join with other County Commissions in establishing a multi-county Board of Health to be known as the Mid-Ohio Valley Board of Health, which will become a legal entity as of July 1, 1982; and

WHEREAS, the Wood County-Parkersburg Board of Health desires to convey the property as described in aforesaid Quitclaim Deed to the Wood County Commission, West Virginia to be used solely for public health purposes; and

WHEREAS, the Wood County Commission is desirous of receiving title to said property; and

WHEREAS, the Wood County-Parkersburg Board of Health has requested the Secretary of the Department of Health and Human Services (which Department is the successor in function to the Department of Health, Education, and Welfare) to the transfer of the aforesaid property to the transferee; and

WHEREAS, pursuant to the provisions of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. §484 et seq., (hereinafter referred to as the Act), the Secretary of Health and Human Services, acting by and through the undersigned, has determined that the proposed transfer is not contrary to the public interest and will not interfere with the use for which the property was originally conveyed by the aforesaid Quitclaim Deed; and

WHEREAS, notice of the action below herein described has been given to the General Services Administration in accordance with the provisions of the Act and the General Services Administration has, by letter dated March 24, 1982, indicated that no objections to the proposed action will be interposed:

NOW THEREFORE, in consideration of the public service benefit to result from the Board's promise to transfer the property as described in aforesaid Quitclaim Deed to be used solely for public health purposes and subject to all the conditions, reservations and restrictions contained in the aforesaid Quitclaim Deed, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the UNITED STATES OF AMERICA, acting by and through the Secretary of Health and Human Services, by the Director, Regional Operations for Facilities, Engineering, and Construction, Region III, Department of Health and Human Services, under and pursuant to the powers and authority contained in the aforementioned Act, grants its consent and by these presents doth hereby consent, subject to all of the conditions set forth hereinafter, to the proposed conveyance of the aforementioned property, being in the County of Wood, State of West Virginia, and more particularly described as follows:

Beginning at a point in the northerly line of Sixth Street (assuming that Sixth Street runs in an easterly and westerly direction), distant 170.4 feet to the easterly line of said Sixth Street in a westerly direction 67.38 feet to the easterly line of a public alley; thence with the easterly line of said alley in a northerly direction 100 feet to a point; thence in an easterly direction, parallel to the northerly line of said Sixth Street, 67.40 feet to a point; thence in a southerly direction, parallel to the easterly

line of said alley, 100 feet to the point of beginning. There is situate upon said lot a four story brick mercantile building, having a width in front of 67.38 feet and a depth of 95.21 feet. The outside face of the walls of said brick building coincide and follow the easterly, southerly and westerly boundary lines of said lot.

The sole purpose of this instrument is to authorize the above-described transfer. It is understood and agreed that all the covenants, conditions, restrictions and reservations and other items in the aforementioned Quitclaim Deed of August 16, 1976, with respect to the property transferred are to remain in full force and effect and binding upon the transferee Wood County Commission.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name and on its behalf by the Secretary of Health and Human Services, acting by and through his duly authorized representative, who has hereunto fixed his hand this 12th day of MAY 1982.

UNITED STATES OF AMERICA
ACTING BY AND THROUGH THE
SECRETARY OF HEALTH AND
HUMAN SERVICES

BY: Calvin Watkins
CALVIN WATKINS, DIRECTOR
REGIONAL OPERATIONS, FACILITIES,
ENGINEERING, AND CONSTRUCTION
REGION III
DEPARTMENT OF HEALTH AND
HUMAN SERVICES

WITNESSES:

Regina Smith

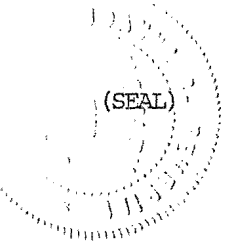
Philip A. Paul

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF PHILADELPHIA)

On this 17th day of May, 1982, before me, the undersigned officer, personally appeared Calvin Watkins, Director, Regional Office, Facilities, Engineering and Construction, Region III, Department of Health and Human Services, Philadelphia, Pennsylvania, to me known (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Janna C. Perrell
NOTARY PUBLIC

My Commission Expires May 28, 1984

QUITCLAIM DEED

THIS DEED, made this 2nd day of May in the year one thousand nine hundred and eighty-two, by and between the WOOD COUNTY-PARKERSBURG BOARD OF HEALTH, Parkersburg, West Virginia, hereinafter sometimes referred to as "the transferor," and the WOOD COUNTY COMMISSION, Parkersburg, West Virginia, hereinafter sometimes referred to as "the transferee."

WITNESSETH

WHEREAS, by letter dated June 24, 1976, certain surplus real property, hereinafter described, was assigned by the Director, Real Property Division, Public Buildings Service, Region III, General Services Administration, to the Secretary of Health, Education and Welfare for disposal for public health purposes in accordance with the provisions of the Act; and

WHEREAS, the transferor made a firm offer to purchase the aforesaid property under the provisions of the Federal Property and Administrative Services Act of 1949, (63 Stat. 377) as amended, (hereinafter referred to as the Act) and made application for a one hundred percent (100%) public benefit allowance, and the Regional Director, Region III, Department of Health, Education and Welfare accepted said offer upon a one hundred percent (100%) public benefit allowance; and

WHEREAS, the Director, Real Property Division, Public Buildings Service, Region III, General Services Administration, by aforesaid letter of assignment dated June 24, 1976, advised that no objection was interposed to the proposed transfer of said property to the transferor; and

WHEREAS, the transferor will cease to exist as of July 1, 1982, on which date the Wood County Commission and City of Parkersburg will join with other County Commissions in establishing a multi-county Board of Health to be known as the Mid-Ohio Board of Health, which will become a legal entity on July 1, 1982; and

WHEREAS, the WOOD COUNTY-PARKERSBURG BOARD OF HEALTH, Parkersburg, West Virginia, desires to convey to the WOOD COUNTY COMMISSION, Parkersburg, West Virginia, the property hereinafter described, to be used for public health purposes; and

WHEREAS, the WOOD COUNTY COMMISSION is desirous of receiving title to said property to be used for public health purposes; and