



**MORGANTOWN
LAND REUSE AND
PRESERVATION AGENCY**

**BOARD OF DIRECTORS
REGULAR MEETING PACKET**

**Thursday, June 25, 2020
4:00 p.m.
City Council Chambers**

Board of Directors:

David Satterfield,
Chair

Jessica McDonald,
Vice-Chair

Patrick Kirby,
Secretary

Laura Rye,
Treasurer

Brent Bailey

Michael Mills

Tim Stranko



BOARD OF DIRECTORS

June 25, 2020
4:00 p.m.
City Council Chambers

AGENDA

Board of Directors:

David Satterfield,
Chair

Jessica McDonald,
Vice-Chair

Patrick Kirby,
Secretary

Laura Rye,
Treasurer

Brent Bailey

Michael Mills

Tim Stranko

- I. Call to Order and Roll Call**
- II. Proof of Notice of Meeting or Waiver of Notice**
- III. Reading and Approval of Minutes of Preceding Meetings**
 - 27 FEB 2020 Regular Meeting
 - 28 MAY 2020 Regular Meeting
- IV. Correspondence**
- V. Public Comment** – Subject to rules established in the Board’s Bylaws
- VI. Presentations** – None.
- VII. Report of Officers and/or Directors**
- VIII. Report of Committees**
 - A. Property Management Committee
- IX. Report of Staff**
 - A. Report of Interim City Manager
 - B. Report of Development Services Director
 - C. Report of City Attorney
- X. Unfinished Business** – None
- XI. New Business**
 - A. Ad Hoc Committee for the Greenbelt Connections Proposal

**MORGANTOWN
LAND REUSE
AND
PRESERVATION
AGENCY
[ONLINE](#)**



BOARD OF DIRECTORS

June 25, 2020

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- B. Consideration of a license with the Farmer's Market Growers Association for occasional use of the parking lot area at Spruce Center
- C. Consideration of leasing property in the downtown area of the City of Morgantown (it is anticipated the Agency will discuss this in executive session as a matter involving or affecting the purchase, sale or lease of property)

XII. Adjournment

**MORGANTOWN
LAND REUSE
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**MORGANTOWN
LAND REUSE AND
PRESERVATION AGENCY**

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MORGANTOWN LAND REUSE AND PRESERVATION AGENCY

REGULAR MEETING MINUTES

4 p.m.

February 27, 2020

Council Chambers

DIRECTORS PRESENT: David Satterfield, Jessica McDonald, Brent Bailey, Michael Mills and Tim Stranko

DIRECTORS ABSENT: Patrick Kirby and Laura Rye

STAFF PRESENT: Chris Fletcher, Director of Development Services, Ryan Simonton, City Attorney and Paul Brake, City Manager.

CALL TO ORDER AND ROLL CALL

After calling the roll, Satterfield noted a quorum was present and that Kirby and Rye were excused.

I. PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

II. READING AND APPROVAL OF MINUTES OF PRECEDING MEETING

Satterfield asked for a motion to approve the minutes of the January 23 meeting. Bailey moved to approve as presented; seconded by McDonald. The motion carried unanimously.

III. CORRESPONDENCE – None.

IV. PUBLIC COMMENT – None.

V. PRESENTATIONS – None.

VI. REPORT OF OFFICERS AND/OR DIRECTORS – None

VII. REPORT OF COMMITTEES

A. Property Management Committee.

Ms. McDonald gave a report on the Farmer's Market and Handmade Cooperative. The Farmer's Market has a new director who did not see a need to expand right now. The Handmade Cooperative states they are growing and would like to use the pocket park area at 430 Spruce Street for additional vendors and music, etc. They also thought that including tables and benches in this area would be helpful because of lack of seating. Both were happy that we had involved them in future planning.

Ms. McDonald also stated she spoke with Pressley Ridge and that Ryan Simonton has been discussing an access agreement with them.

McDonald and Mills met with City Public Works Director Alex Stockdale and Assistant City Manager Emily Muzzarelli at 430 Spruce and made some decisions regarding the design of the space. Discussed an issue with the fence that Mr. Fletcher will address later on.

VIII. REPORT OF STAFF

- A. Development Services Director – No report.
- B. City Manager – Apologized for his recent absences.
- C. City Attorney – Received a return call from staff with Pressley Ridge and that he should be getting the signed access agreement from them today Simonton also stated he received an offer to sell the three parking spaces at the rear of 430 Spruce Street from the Presbyterian Church.

IX. UNFINISHED BUSINESS – None.

XI. NEW BUSINESS

- A. Logo/Branding Project.

Fletcher discussed the logo/branding project and that he and City Communications Manager Andrew Stacy met with Joseph Galbreath who works with Eve Faulkes at WVU. They do have students who will take on the logo/branding project. They requested if one or two Agency board members could be part of an ad hoc committee to help guide the students' work. That would include meeting with them either Tuesday or Thursday of next week to get started. The committee members will need to work with them and bring something back to the board for approval. There will not be a lot of time for tweaking the logo because of the student calendar. McDonald and Stranko volunteered to be on the ad hoc committee.

- B. 2020 Agency Work Plan.

Satterfield noted the board has discussed some vacant property issues, greenspace, trails, and affordable housing over the past year. There were no burning issues that needed taken care of right away. Brake noted previous suggestions of looking at city-owned properties and how the Agency might consider facilitating the transfer of some vacant properties located in neighborhoods to adjoining property owners. Satterfield discussed the Mon Valley Green Space Coalition's presentation earlier in the year concerning pedestrian and bicycle greenbelts connecting neighborhoods and commercial areas. Satterfield mentioned that the board will need some help to manage this and suggested interns would work. Stranko discussed Main Street Morgantown and that they may have some programs or initiatives the Agency could get involved in. Stranko also suggested the Fairmont-Morgantown Housing Authority as a stakeholder in affordable housing projects. Satterfield and McDonald discussed how to connect some of these activities and how it might work. Satterfield asked that board to come back and address these issues. McDonald mentioned inviting these groups to present to the board. Fletcher stated that the Mon Valley Green Space Coalition has requested to make a follow presentation to the board next month. There might be four or five different groups working parallel on pedestrian/bicycle connections and there has been some collaborative efforts.

C. Workshop Item No. 2 – Project Proposal Submission and Evaluation Guidelines

Fletcher noted the draft guidelines were distributed in the meeting packet last week. Staff asked for review comments and revisions suggestions. McDonald provided several comments and recommended revisions. Stranko provided the due diligence component. Staff is requesting final revisions from the Board so the final version can be submitted for adopting by the Board, hopefully next month.

Comments to the document were discussed. Fletcher asked if the board would like a small group to work on a project proposal or wait until formal presentation to the entire Board. Satterfield suggested an ad hoc committee could be formed to work on each project proposal. Stranko noted he was in favor of an ad hoc committee to develop the proposal to bring to the entire board. Satterfield suggested this committee be involved from the beginning. When the Board receives a project proposal, an ad hoc can be assigned quickly. Fletcher noted Staff will help with anything needed during this process.

In response to additional comments and suggestions, Fletcher noted Staff will make appropriate revisions.

Satterfield asked for a motion to move into Executive Session to discuss matters involving or affecting the purchase, sale or lease of property in the downtown area of the City of Morgantown. Stranko made the motion and invited the Mayor to stay if he wishes. The motion was seconded by Mills. The motion carried unanimously.

The Board returned to public session.

D. Morgantown Parking Authority parking management at 430 Spruce Street

No discussion was made, and no action was taken on this matter.

E. Real Estate Brokerage Services

No discussion was made, and no action was taken on this matter.

Satterfield asked Fletcher to work with the City Public Works Department to prepare a property management budget to include cleaning, etc. for the building at 430 Spruce Street.

Satterfield asked Fletcher provide the Board a road map for the pocket park project that includes stakeholders who should be consulted in the design, construction, and delivery of that project.

Satterfield thanked McDonald and the members of the Property Management Committee for their work.

McDonald inquired about the material distributed concerning the Board's retreat work with Terrell Ellis. Fletcher noted he would upload the two documents distributed to the Agency's Dropbox. The document marked "draft" is the project proposal submission and evaluation guidelines. Fletcher covered the steps in the proposed structure of receiving and studying potential projects. Fletcher noted this information is provided for review in preparation of the Board's next meeting.

Stranko asked if approval of this document would be on the Board's next agenda. Fletcher noted the due diligence section is incomplete.

Satterfield asked the Board to review the material in advance of the Board's next meeting and send comments, revisions, questions to Fletcher in advance.

Stranko offered, with the assistance of the City Attorney, to prepare a draft due diligence section for the Board to review.

XII. ADJOURNMENT

Stranko moved to adjourn. The meeting was adjourned at approximately 5:45 p.m.

MINUTES APPROVED: February 27, 2020

BOARD SECRETARY: _____
Patrick Kirby, Secretary



**MORGANTOWN
LAND REUSE AND
PRESERVATION AGENCY**

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MORGANTOWN LAND REUSE AND PRESERVATION AGENCY

REGULAR MEETING MINUTES

4 p.m.

May 28, 2020

Virtual Meeting

DIRECTORS PRESENT: David Satterfield, Jessica McDonald, Brent Bailey, Patrick Kirby and Laura Rye

DIRECTORS ABSENT: Michael Mills, Tim Stranko

STAFF PRESENT: Chris Fletcher, Director of Development Services, Emily Muzzarelli, Interim City Manager, Ryan Simonton, City Attorney

GUESTS: Drew Gatlin, Bill Kawecki, JoNell Strough, Rick Landenberger

CALL TO ORDER AND ROLL CALL

After calling the roll, Satterfield called the virtual meeting to order and read the explanation of how the Board conducts business by electronic means and rules for public comments.

I. PROOF OF NOTICE OF MEETING OR WAIVER OF NOTICE

Satterfield noted that the meeting was appropriately noticed and advertised.

II. READING AND APPROVAL OF MINUTES OF PRECEDING MEETING

Minutes of the February 27, 2020 regular meeting were postponed. Satterfield noted the Board will meet in person at some point in the future and will be able to take up matters that require voting. Satterfield noted that no votes will be taken, business transacted, or decisions made during this meeting by electronic means.

III. CORRESPONDENCE – None.

IV. PUBLIC COMMENT – None.

V. PRESENTATIONS

Mr. Satterfield welcomed Dr. Strough of the Mon Valley Green Space Coalition to give an update on their greenbelt pedestrian and cyclist connections project. Dr. Strough presented a slideshow detailing current activities they are working and discussed the prioritized Greenmont/Hirschman Park and White Park/Dorsey’s Knob connections.

Greenmont/Hirschman Park has seven acres and is located between White Avenue and Brockway Avenue. The property is very steep and not buildable. Access is the main issue right now. They have talked to bordering property owners regarding access to this area to make a connection to Marilla Park.

The White Park to Dorsey's Knob connection was discussed. The area above the Mountaineer Mall comes out at Dorsey's Knob Park which would provide easy access. The International Mountain Bike Association and WVU have received planning grants, with the City also being involved with planning mountain bike trails. Dr. Strough believes this is a very good time to be looking at these connectors while in the early stages of planning these trails.

Satterfield opened to questions from Board members. McDonald inquired about how they are actively pursuing this and what are they asking for from the Agency. Dr. Strough asked the Agency to facilitate conversations about rights-of-way across the connecting properties regarding access. Strough noted they are hoping the City could facilitate the right-of-way and then the City would take ownership of the trail. Strough mentioned that there is a volunteer group that is involved in trail building. Landenberger noted that the alignment in Marilla Park has more stable soil, Hirschman would be challenging.

Bailey asked if any of the bordering neighbors were supportive and Strough noted none of them said no. The neighbors are concerned with liability issues. Bailey brought up the issue of ongoing maintenance. Strough stated this is something that needs addressed as a community and needs to be a key element in the planning process.

Rye asked about easements or acquisition. Strough stated that easements should be able to be accomplished. Landenberger suggested acquiring the top portion of Johnson's property. Strough mentioned that none of the neighbors are currently using paper street portions of the suggested route.

Drew Gatlin mentioned Greenbag Road upgrades and stated a to WVDOH for pedestrian lights would be possible. Gatlin suggested a trail advisory group for White Park. Strough feels that Dorsey's Knob is underutilized and opening this up would make it more appealing for hiking and biking.

McDonald wondered if one body should oversee trail management and maintenance.

Satterfield suggested forming an ad hoc committee. He asked to give the board a week or two to pull a working conversation together with the Mon Valley Green Space Coalition before the next meeting.

VI. REPORT OF OFFICERS AND/OR DIRECTORS

Ms. McDonald gave a report on the Agency Logo Project. McDonald detailed that she has worked with design students at WVU and came up with several good options. They were narrowed down to three and sent to the Board to vote.

Fletcher noted a poll was sent to Board members, responses were received from all but one Board member, and six of the seven Board members who responded identified Logo A as the preferred design.

Ms. McDonald also reported on surplus city-owned property but would like to wait on Muzzarelli's report.

VII. REPORT OF COMMITTEES

A. Property Management Committee.

McDonald discussed 430 Spruce Street noting renovation work is almost complete. The only remaining item is delivery and installation of the countertops in the kitchenette and a deep cleaning. The committee has been in discussions with Fletcher regarding a non-profit open house to advertise the space. She offered the suggestion of renting per square foot which would be an all-inclusive price with utilities and Wi-Fi. Tenants would share the common space. There is a conference room available, and possibly use one of the larger offices for an additional conference room. All options are up for discussion and she stated she is just sharing some information.

McDonald addressed leasing management. She wants to raise this issue because she thinks there is a lot of coordination that needs to happen in terms of engaging renters and managing rental agreements. McDonald said that this would be directed toward the City for advice on how to handle.

Rye asked what the timeline was for the availability for renters. McDonald stated that after construction is finished, within a matter of weeks. McDonald did mention that her employer will possibly be interested in renting one of the offices.

VIII. REPORT OF STAFF

A. Development Services Director

Fletcher noted the project proposal submission and evaluation guidelines were included in the meeting packet, that all revisions have been made, and it is considered a final product. If there are no concerns or any additional revisions, staff can convert the document into a .pdf application form. Satterfield asked if there were any changes to be noted, and if so, send by email within one week.

The pocket park and site master plan project for the 430 Spruce Street property was discussed. Fletcher noted Mills Group has been selected by the City to take on that design work and the master plan. They will donate their time for the upfront visioning for the parklet and the site master plan. Staff is currently waiting on a final budget from the Public Works Director to see if the budgeted amount of \$115,000 that was included in the bond could be increased. There may be some additional monies left that can be transitioned to this project. Mills Group will be sending soon the final scope of work that City Administration has reviewed and commented on.

B. City Manager

Muzzarelli mentioned that she did not know everyone personally on the committee but looks forward to working with all. She noted there are a few outstanding requests to the City Manager's office, and she will work to make sure those are completed. She discussed vacant lots and property currently owned by the City and stated she does not want everything turned into parking lots. She suggested exploring pocket park opportunities and selling some properties to adjacent property owners. These are all items available for discussion.

Muzzarelli discussed funding for the Agency. She asked for prioritized list of project and anticipated costs. There may be opportunities to generate revenue such as the disposition of properties or rent/leases. This is something the City would like to move forward with.

Rye asked about reusing developable properties and work with housing agencies. Muzzarelli stated this is something that could be funded but she has questions. Muzzarelli will provide Code Enforcement's list of condemned properties for the Board to review.

Muzzarelli noted that Fletcher had advised her the Agency may no longer be interested in working with the Parking Authority to manage the parking lot at 430 Spruce Street. She asked what the overall plan was for managing the parking lot and noted this is something the Board needs to discuss and make decisions.

C. City Attorney – No report.

IX. UNFINISHED BUSINESS –

Bailey asked about the WVU trail connection to the Sunnyside neighborhood. Simonton stated he would meet with Bailey outside of the public meeting if that was ok.

McDonald will work with Fletcher regarding the leasing plan for 430 Spruce Street.

XI. NEW BUSINESS

Satterfield noted he would be meeting with McDonald and Fletcher next week.

XII. ADJOURNMENT

McDonald moved to adjourn. The meeting was adjourned at approximately 5:33 p.m.

MINUTES APPROVED:

BOARD SECRETARY:

Patrick Kirby, Secretary



**MORGANTOWN
LAND REUSE AND
PRESERVATION AGENCY**

City Manager's Report

City of Morgantown Code
Enforcement



Condemned & Vacant Structures

As of 6/17/2020

VACANT/CONDEMNED PROPERTIES

As of 6/17/2020

*Properties in Red are Dilapidated/Public Nuisance/
No Progress over a long period*

OWNER

612 Arlington	VACANT	<i>Unsecured</i>	Michael Hogan
416 Beechurst	CONDEMNED	<i>Fire</i>	Grandeotto INC
619 Brockway	CONDEMNED	<i>Fire - Public nuisance/Unsecured</i>	Herald Berthy
611 Brockway	CONDEMNED	<i>Public Nuisance/Unsecured</i>	Herald Berthy
1229 Chalfant	VACANT		Blue Sky Realty
1043 Charles	VACANT		Joshua Howell
565 Clark	CONDEMNED	<i>Public Nuisance/Unsecured</i>	Herald Berthy
114 Clay	VACANT		Adriel & Mildred Cohen
608 Clinton	CONDEMNED	<i>Unsecured</i>	Mark Meyers
301 Cornell	VACANT		Victor Madia
59 Donley	VACANT		Chia-Chi ET Al Wang
71 Donley	VACANT		Paperton Development
324 Dewey	CONDEMNED		Herald Berthy
1 Elk	CONDEMNED		Christine Brown
608 Elmina	CONDEMNED		DMG LLC
321 Eighth	VACANT		Lillian Rinaldi
408 Falling Run	VACANT	<i>Public Nuisance/Unsecured</i>	William Moore
412 Falling Run	VACANT	<i>Public Nuisance/Unsecured</i>	Mark Meyers
476 Falling Run	CONDEMNED	<i>Public Nuisance/Unsecured</i>	William Moore
480 Falling Run	CONDEMNED	<i>Public Nuisance/Unsecured</i>	Mark Meyers
753 Gallitan	VACANT		The Elsie Miller Revocable Trust
510 Globe	VACANT		Mary Jane Posey
200 Greenbrier	VACANT		George Fleming
499 Harner	VACANT		Sam McCullough
64 Hogue	VACANT		Chia-Chi ET Al Wang
277 Jerome	VACANT		Melvin Huff
67 Jones	VACANT		Libby LLC
127 Jones	VACANT		Libby LLC
65 Kingwood	VACANT		Robert Statler
121 Kingwood	VACANT		Michael Britton
201 Kingwood	VACANT		Russell Hayhurst
354 Kingwood	VACANT		Larry Johnson
358 Kingwood	VACANT		G&G Rentals
1993 Listravia	VACANT		Rafael Riveria (sold to state)
1996 Listravia	CONDEMNED	<i>Public Nuisance/Unsecured</i>	Herald Berthy
1997 Listravia	VACANT		JM Myers
2069 Listravia	VACANT		Jeffry Fanok
1824-1826 Listravia	VACANT		David and Pauline Gaston
444 Madison	VACANT		William Walter

828 Madison	VACANT		Jeanne Strader
104 Maple	VACANT		Unknown
620 McKinley	VACANT		MaryEllen Holmes
782 Meadowbrook	VACANT		Frances VanScoy
1231 Montrose	VACANT		Karl Dawson
461 Morgan	CONDEMNED		Ruth Donham
201 Overdale	VACANT		Jonas Corp.
235 Overdale	VACANT		O-Max INC
267 Overdale	VACANT		Unknown
461 Overhill	CONDEMNED		Darren Huckaby
548 Pennsylvania	VACANT	<i>Unsecured</i>	Robert Statler
570 Pennsylvania	VACANT		James Layton
574 Pennsylvania	VACANT		James Layton
625 Pennsylvania	CONDEMNED	<i>Public nuisance/Safety hazard/Unsecured</i>	Herald Berthy
5 Pietro	CONDEMNED		Edna Orteza
553 Princeton	VACANT		Mark Myers
2071 Purinton	CONDEMNED	<i>Structurally unsound/Unsecured/Public nuisance</i>	Raymond Goulette
208 Putnam	VACANT		Ron and Gary Good
222 Quay	VACANT	<i>Unsecured</i>	Sunnyside Liquid Gold
230 Quay	VACANT		Libby LLC
341 Reay Aly	CONDEMNED		Jonathan Ames
535 Richwood	VACANT		Gee Properties
732 Richwood	VACANT		James Danesh
850 Richwood	VACANT		Richard Michael
701 Ridgeway	VACANT		Michelle Holmes
745 Ridgeay	VACANT		Louise Kopnski
908 Ridgeway	VACANT		Philip Caruso
829 Stewart	VACANT		David Celeste
401 Vangilder	VACANT		Samuel Tucker
423 White	VACANT		Sarah Butcher
224 Willowdale	CONDEMNED	<i>Public safety hazzard</i>	Michael Kevin Forbes (Deceased)

612 Arlington



416 Beechurst



611 Brockway



619 BROCKWAY



1229 CHALFONT



565 CLARK



608 CLINTON



321 8th



Image capture: Aug 2019 © 2020 Google

Morgantown, West Virginia



Street View



321 8th



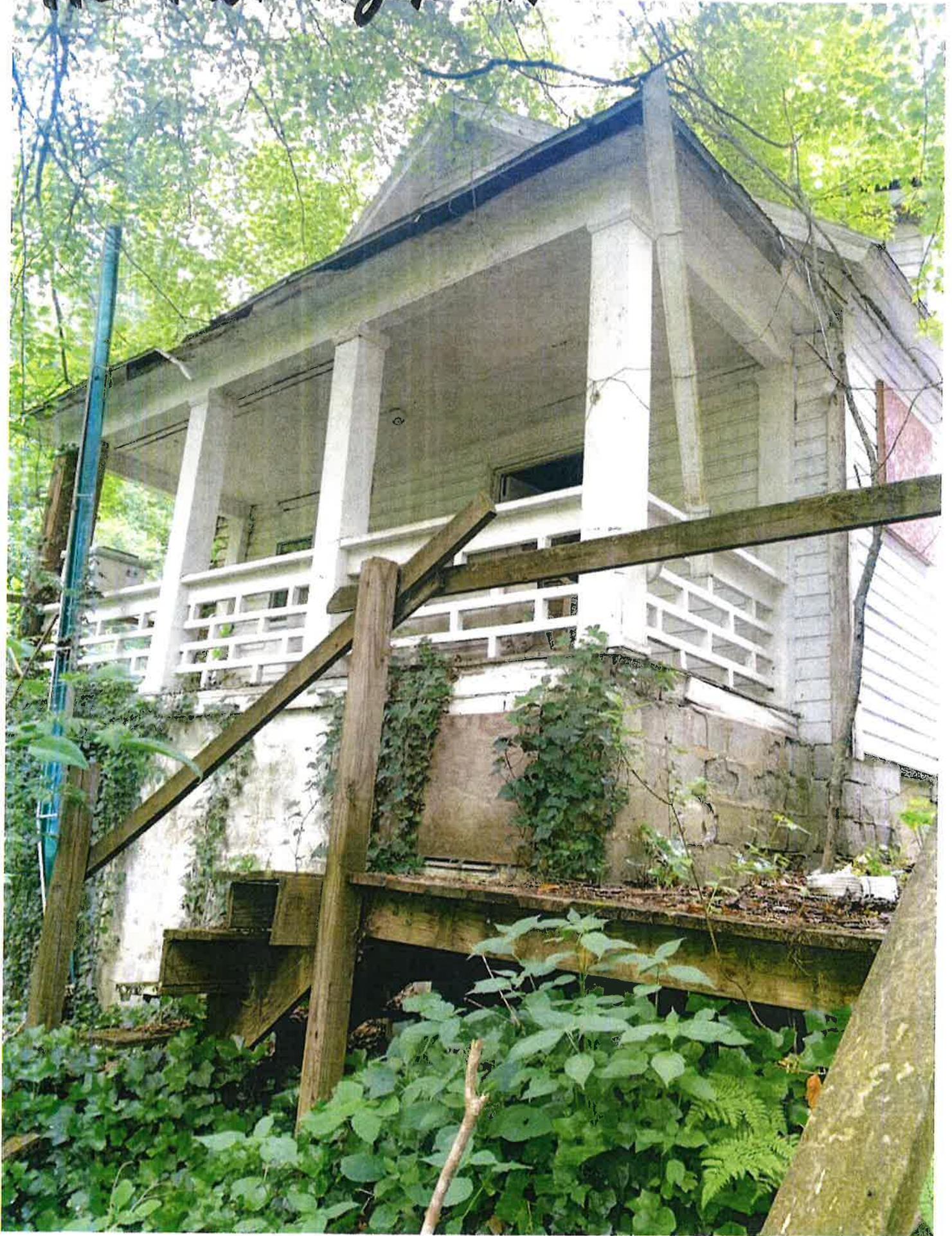
1 & LK



408 Falling Run



412 FALLING RUN



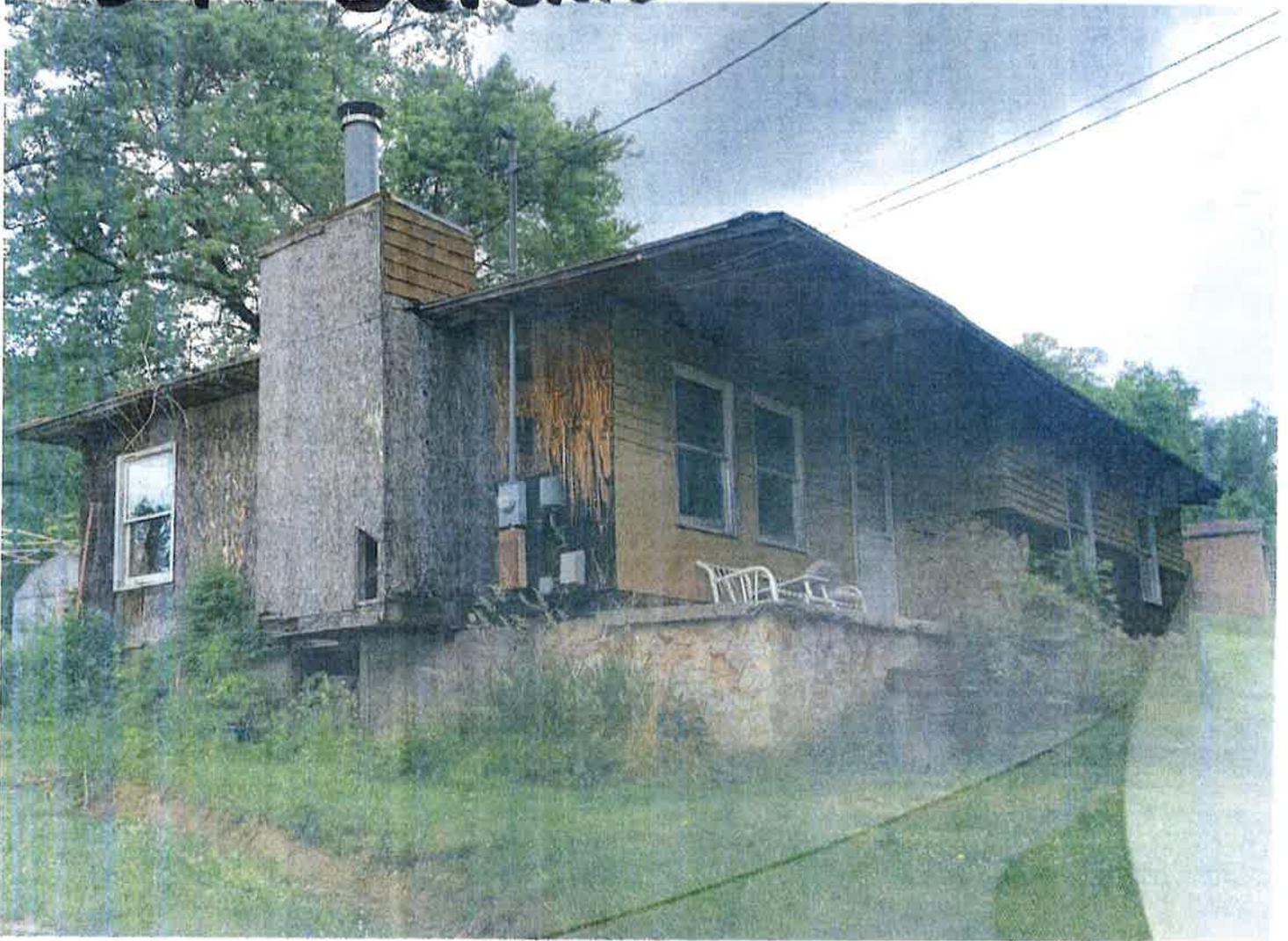
476 Falling Run



480 Falling Run



277 Jerome



1996 LISTRAVIA



461 MORGAN



548 PENNSYLVANIA



570 PENNSYLVANIA



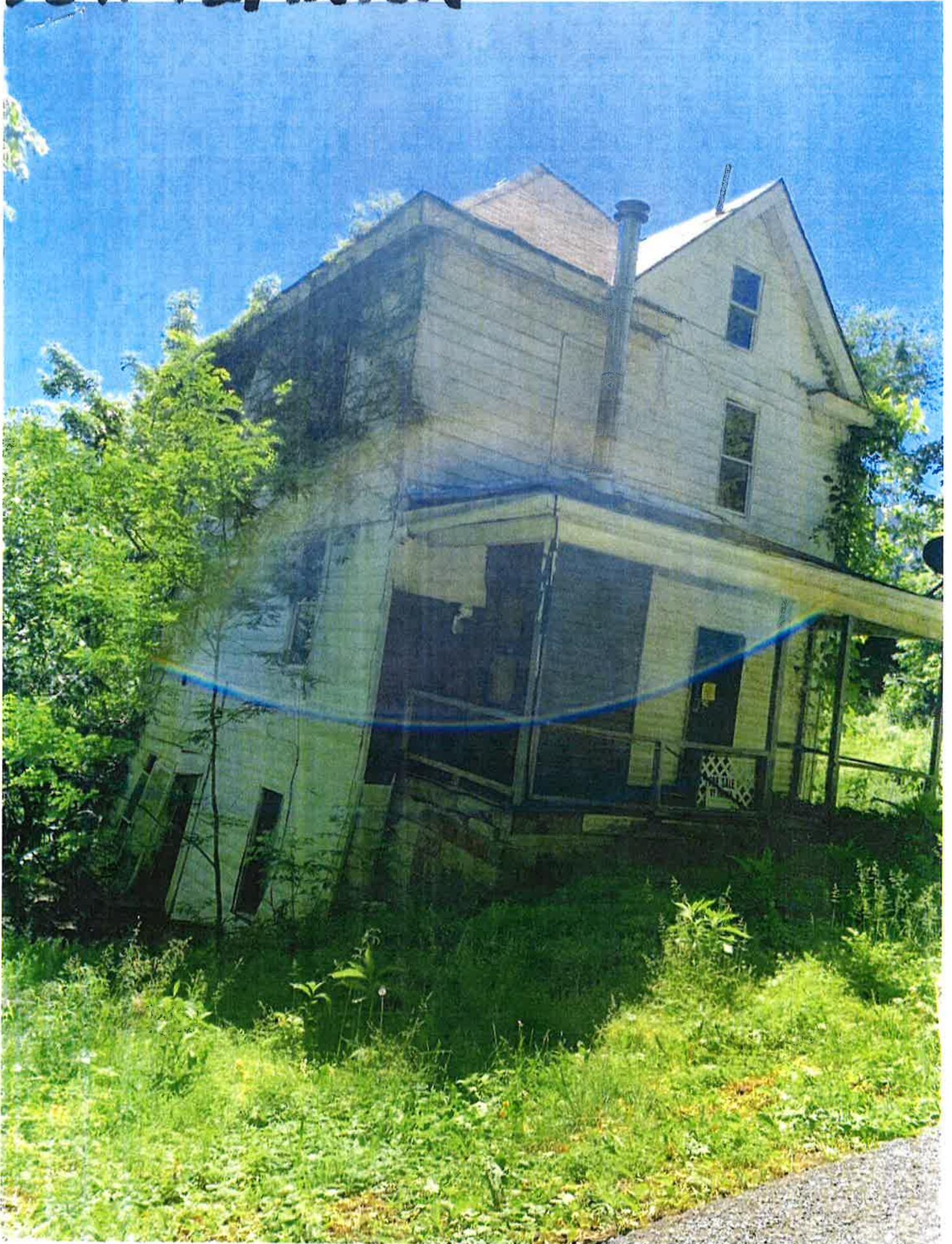
574 PENNSYLVANIA



625 Pennsylvania



2071 Hurinton



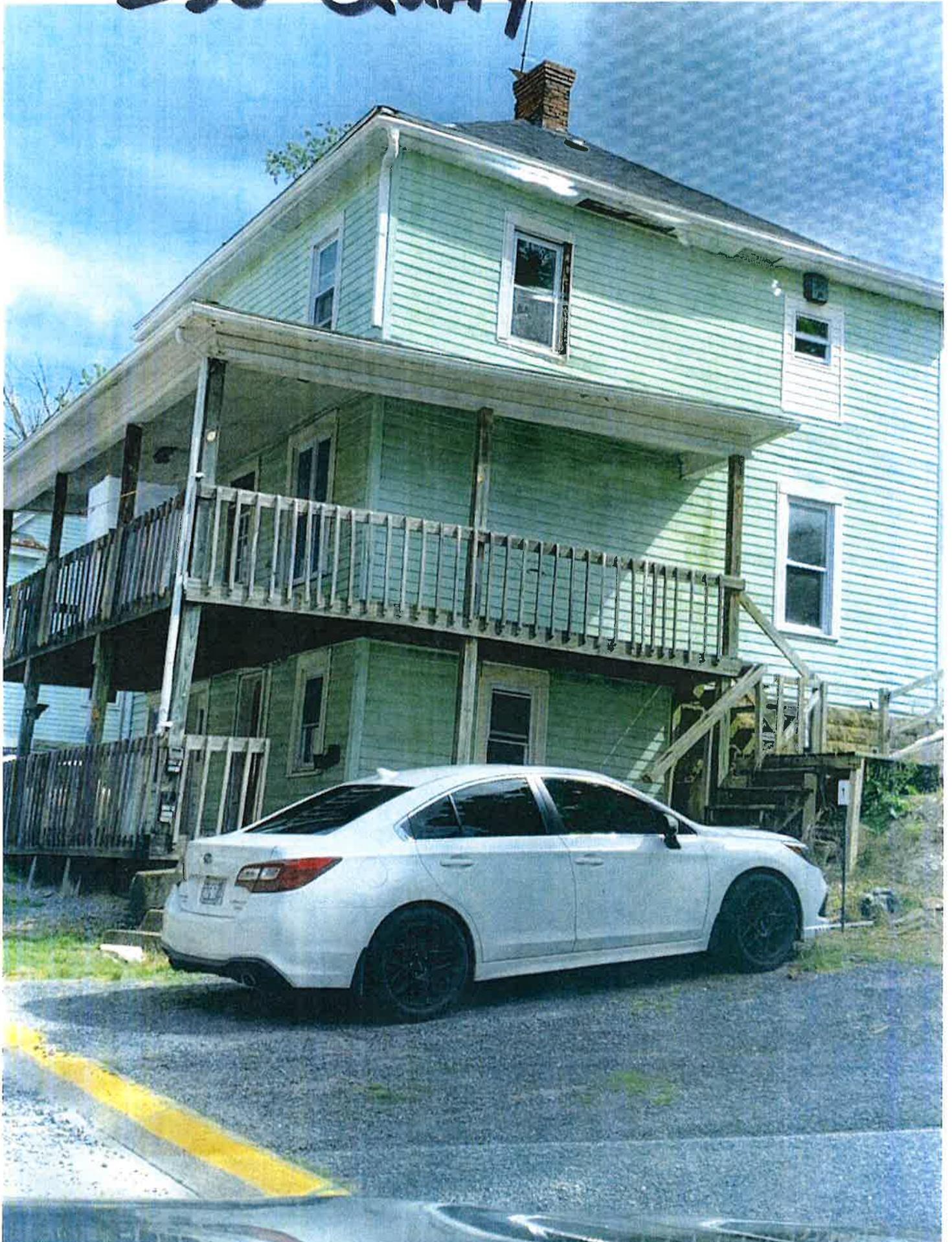
208 PUTNAM



222 QUAY



230 QUAY



341 REAY AVE



224 WILLOWDALE





**MORGANTOWN
LAND REUSE AND
PRESERVATION AGENCY**

New Business Item B.

License Agreement

with Farmer's Market Growers Association

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as of _____, 2020, by and between **The Morgantown Land Reuse and Preservation Agency**, a public corporation of The City of Morgantown, West Virginia (“Owner”), and **Morgantown Farmers’ Market Growers Association**, a **West Virginia voluntary association** duly authorized to operate in the State of West Virginia (hereinafter referred to as “Licensee”).

WITNESSETH THAT:

FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Grant of License. The Owner hereby grants to Licensee a non-exclusive license to enter in and upon the Owner’s lands, designated and depicted on the site plan attached hereto as Exhibit A, described as parts of Parcel 51 of Map 29, and Parcel 257.1, Parcel 257, Parcel 255, Parcel 258, and Parcel 261 of Map 26, Third Ward District, located in Morgantown, Monongalia County, West Virginia, but excluding the building thereon (the “Premises”), for the limited purpose of Licensee using on the Premises **non-exclusive access on or across Parcel 51 of Map 29, and Parcel 257.1, Parcel 257, Parcel 255, Parcel 258, and Parcel 261 of Map 26, for access to and from the adjoining Morgantown Marketplace Pavilion, for the conduct of a farmers’ market including vendors of fresh and prepared foods and other goods and for entertainers, and for vendors or by vendors and members of the public in conjunction with the farmers market held at the Morgantown Marketplace Pavilion**, as depicted on Exhibit A. The License granted in this Agreement shall be subject to all existing utility easements, if any, located within the Premises, and any other easements, conditions, covenants or restrictions of record or capable of observation. The License is subject to the following conditions:

a. The Parties understand and agree that, from time to time, Owner will conduct or sponsor events on its property including the Premises, or engage in construction and maintenance work on its property including the Premises, directly or in conjunction with its agents or third parties, and that Owner may obstruct or prohibit Licensee’s access to the Premises during such events. Owner will make reasonable efforts to notify Licensee in advance of any such access restrictions. Licensee will not attempt use of the Premises in a manner that interferes with such events.

b. Licensee shall not park or leave vehicles on the Premises except for the parking of vendor vehicles in conjunction with the conduct of a farmers’ market.

c. Licensee shall, upon request of Owner, identify all automobiles authorized to use the Premises to assist Owner with maintaining the Premises free of unauthorized automobiles.

d. Entry on the Premises under this license is granted during the following days and times, subject to Owner’s right to limit access pursuant to Section 1.a.: **6 a.m. to 2 p.m. on Saturdays during the months from May through November.**

2. Term. This Agreement and the License granted to Licensee under this Agreement shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

3. Compliance with Laws/Maintenance. Licensee shall fully comply with all federal, state and local laws, rules, regulations, and/or ordinances relating to the Premises. Without limitation of the foregoing, Licensee shall maintain the Premises in a neat and orderly condition.

4. No Interest in Land. Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the Premises. Owner retains legal possession of the full boundaries of its property and this Agreement merely grants to Licensee the personal privilege to use the Premises described above throughout the term of this Agreement.

5. Termination. This Agreement and the License granted by this Agreement to Licensee may be terminated by either party for any reason or no reason upon giving 60 days' written notice. In addition, this Agreement may be terminated by the Owner upon 30 days' written notice to Licensee of a breach of any term or condition of this Agreement.

A. Recording of Notice of Termination.

Upon termination of this Agreement, the Owner may cause to be recorded with the Office of the Clerk of the Monongalia County Commission a written Notice of Termination.

B. No Compensation to Licensee.

In the event of termination of this Agreement, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Licensee be entitled to any compensation or reimbursement for any costs or expenses incurred in any way arising from this Agreement or relating to the construction, installation, maintenance or removal of improvements in the Premises, nor any monetary damages of any kind.

6. Removal at Termination. At such time as this Agreement and the License granted by this Agreement to Licensee is terminated, Licensee shall remove, at the option of the Owner, at Licensee's sole cost and expense, any and all encroachments or improvements owned or maintained by Licensee in the Premises. Any other provision of this Agreement to the contrary notwithstanding, Licensee shall immediately remove, at its sole cost and expense, any such encroachments if the Owner determines that such removal is necessary or convenient for the installation, repair or replacement of any utilities or other public improvements in the Premises, or if the Owner determines that any such encroachments interfere with pedestrian or vehicular traffic, public utilities, or constitute a safety hazard. Any replacement or repair of such encroachments shall be at the sole cost and expense of Licensee. If Licensee fails to exercise its duties under this paragraph, the Owner shall have the right to remove the encroachments or improvements and restore the Premises, the full and complete cost of which shall be borne by Licensee. Licensee shall reimburse the Owner its full cost and expense for any such removal or restoration.

7. Consideration. The consideration to be paid by Licensee to the Owner for the privilege granted by this Agreement shall be \$1.00, the receipt of which is acknowledged by the Owner.

8. Indemnification. To the fullest extent permitted by law, Licensee and its agents agree to indemnify, defend, and save the Owner, its officers, agents, servants, employees, boards, and commissions harmless from and against:

A. Damage to Licensee's Property.

Any and all claims, loss or damage (including reasonable attorneys' fees) to Licensee's encroaching improvements or any property belonging to or rented by Licensee, its officers, servants, agents or employees, which may be stolen, destroyed, or in any way damaged by any cause.

B. Damage to Others.

Any claims, suits, judgments, costs, attorneys' fees, loss, liability, damage or other relief, including but not limited to workers' compensation claims, to any person or property in any way resulting from or arising out of the existence of this Agreement or the existence, maintenance, use or location of Licensee's encroaching improvements within the Premises. In the event of any action against the Owner, its officers, agents, servants, employees, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the Owner's choosing.

C. Mechanic's Lien.

Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Licensee or work performed by or for Licensee upon or at the Premises or Licensee's property. Such indemnification shall include the Owner's reasonable attorneys' fees incurred in connection with any such loss, claim or suit. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

9. Insurance. Licensee shall maintain at its sole cost and expense, at all times during the term hereof appropriate insurance coverages pertaining to the presence of the encroachments or improvements on the Premises and Licensee's ingress, egress and regress to and from the Premises that will insure against personal injury and property damage in a sum not less than One Million Dollars (\$1,000,000.00). Such insurance coverage shall be obtained from a reputable insurer who is licensed to do business in the State of West Virginia and shall name Owner as an additional insured party. Licensee will provide proof of such coverage to owner upon demand.

10. Default. If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the Owner be liable to Licensee for monetary damages of any kind relating to or arising from any breach of this Agreement.

11. Assignment. Any party may assign its rights under this Agreement with the prior written consent of the other parties, which consent shall not be unreasonably withheld.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof, and there are no collateral agreements or understandings, oral or written, between the said parties. All additions, variations or modifications of this Agreement shall be totally void and ineffective unless they are in writing and signed by all parties hereto. Section headings as used herein are for convenience only. Nothing in this Agreement shall be construed against or otherwise determined with respect to any party by reason of such party's preparation or drafting of this Agreement, in whole or in part.

13. Governing Law; Enforceability. This Agreement shall be governed by, construed and interpreted in accordance with the internal laws of the state of West Virginia, without giving effect to the conflict of law principles thereof. In the event any provision or part of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or parts hereof shall not be affected thereby. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in the Circuit Court of Monongalia County, West Virginia.

14. No Liens or Encumbrances. Without limitation of any of its other obligations hereunder, Licensee agrees that it shall not allow any liens or encumbrances to be perfected against the Premises attributable in any manner to its use of the Premises, including, without limitation the presence of the encroachments or improvements thereon.

15. Notices. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by U.S. registered or certified mail, return receipt requested, postage prepaid:

To Licensee:
Morgantown Farmers' Market Growers Association
c/o Bryan Cheslock, President
34 Commerce Drive, Suite 106
Morgantown, WV 26501

To Owner:
Morgantown Land Reuse and Preservation Agency
c/o Chair
389 Spruce Street
Morgantown, WV 26505

With copies to:

City of Morgantown
c/o Emily Muzzarelli
City Manager
389 Spruce Street

Ryan Simonton, Esq.
KAY CASTO & CHANEY, PLLC
105 Clay Street, Suite 100
Morgantown, WV 26505

Morgantown, WV 26505

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

16. Waiver. Any term or provision of this Agreement may be waived in writing at any time by the party that is entitled to the benefits of it, or such party's counsel. Unless specifically waived in writing, the failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right at a later time to enforce the same. No waiver by any party of a condition or the breach of any term, covenant, representation or warranty of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, covenant, representation or warranty of this Agreement.

17. Successors and Assigns. This Agreement, and all the provisions hereof, shall be binding upon and inure to the benefits of the Parties and their respective successors and assigns.

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

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

The parties have executed this License Agreement as of the day and year first set forth above.

Morgantown Land Reuse and Preservation Agency

Chair Secretary or Treasurer

Morgantown Farmers' Market Growers Association

Name: Bryan Cheslock
Title: President

STATE OF WEST VIRGINIA,
COUNTY OF _____, to-wit:

I _____, a notary public of said county, do certify that _____ and _____ as the _____ of _____ and the _____ of _____, respectively, who signed the writing hereto annexed, bearing date as of the ___ day of _____, 20___, has this day in my said county, before me, acknowledged the same to be his act and deed.

Given under my hand this _____ day of _____, 20___
My commission expires:_____.

Notary Public

(NOTARIAL SEAL)

STATE OF WEST VIRGINIA,
COUNTY OF _____, to-wit:

I _____, a notary public of said county, do certify that _____ as the _____ of _____ who signed the writing hereto annexed, bearing date as of the ___ day of _____, 20___, has this day in my said county, before me, acknowledged the same to be his act and deed.

Given under my hand this _____ day of _____, 20___
My commission expires:_____.

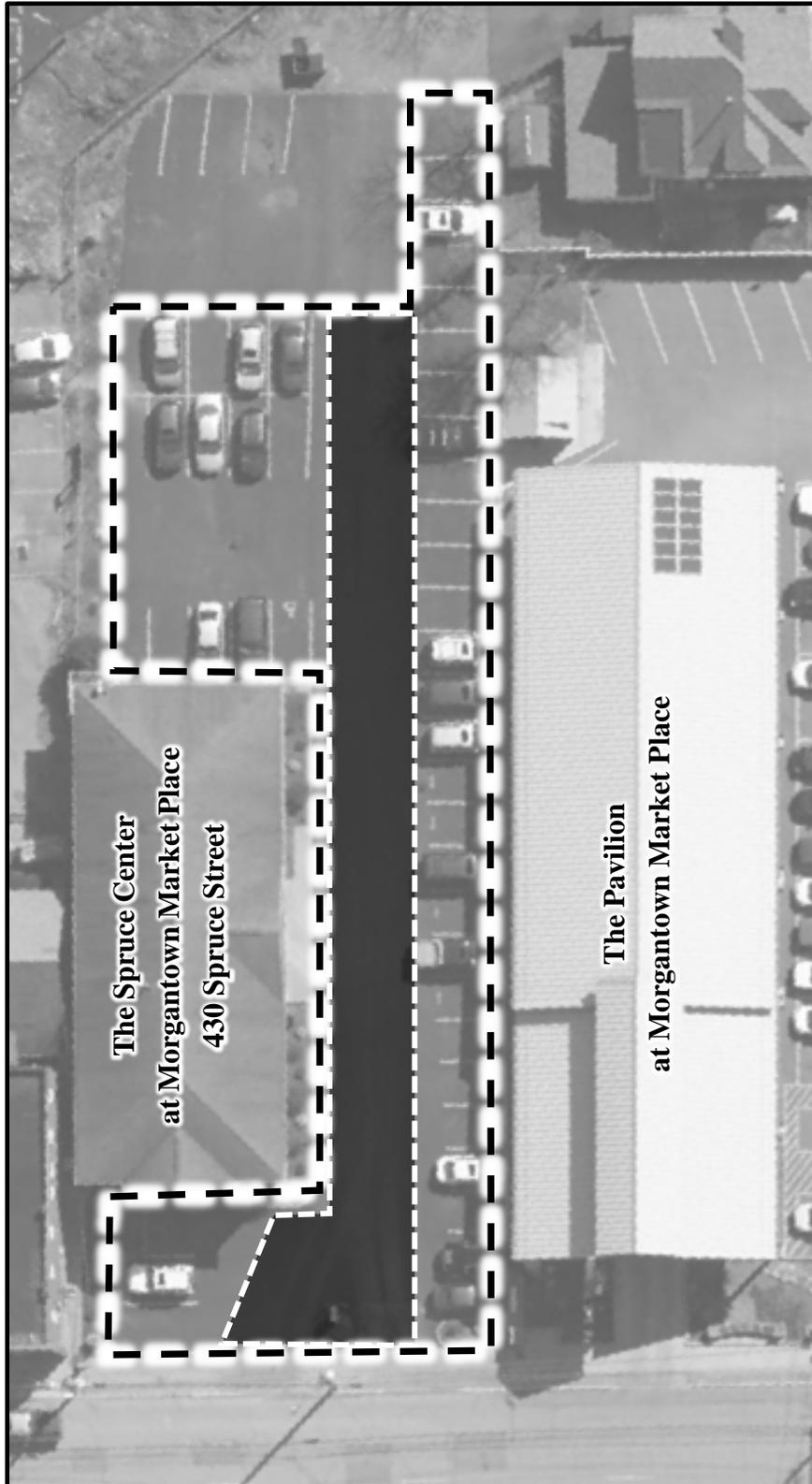
Notary Public

(NOTARIAL SEAL)

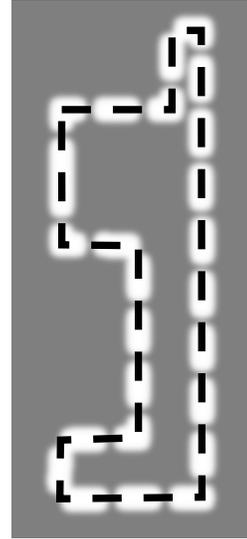
Attachments: Exhibit A – License Area

This instrument prepared (without benefit of title examination) by: Ryan P. Simonton (WVSB# 11152), KAY CASTO & CHANEY, PLLC, 105 Clay Street., Suite 100, Morgantown, WV 26505

EXHIBIT A – LICENSE AREA



**License Area
Premises**



**Drive aisle to
remain unimpeded**

