Harrison County Commission Meeting
Wednesday, February 5, 2025
10:00 A.M.

The Harrison County Commission Meeting is held on the 3rd floor of the Harrison County General Services Building (229 South 3rd St.), if you are unable to attend in person, you may join and listen via Zoom Conference Call by the following steps. Public participation will only be allowed during public comment period and/or scheduled appointments.

Join Zoom Meeting
****

https://us02web.zoom.us/j/7628160712
Dial: 1-646-568-7788
Meeting ID: 762 816 0712
Passcode: 26301

Appointments:
10:00 A.M. --- Call to Order --- Invocation --- Pledge of Allegiance
10:05 A.M. --- Proclamation for Jim Jarrett
10:10 A.M. --- Estate Hearing Rollie Jackson Neal Jr.
10:15 A.M. --- Special Funding Request from the Flying Wing Nutz for their Carl Hopkins Youth Aviation Expo

- 2024 - $3,000.00
- 2025 - $3,000.00

NEW BUSINESS – Action Items for Consideration or Approval:

1. **Public Comment Period**
2. **Consent Agenda**
3. **Payroll Change Notices:**
   - **A.** Emily ReBelo – Community Corrections – Promoted to Supervising Counselor – Effective February 10 ,2025
   - **B.** Hannah Kyle – County Commission – New Hire – Effective February 10 , 2025
   - **C.** Shine Kellison – Security – New Hire – Effective February 5, 2025
   - **D.** Bianca Jamen – 911 – New Hire – Effective February 10, 2025
   - **E.** Mikayla Shepherd – 911 – Resignation – Effective January 24, 2025
   - **F.** Michelle McCauley – Janitorial – New Hire – Effective February 10, 2025
   - **G.** Buddy Neal – Maintenance – New Hire – Effective February 10, 2025
4. **Minutes and/ or Amended Minutes of Previous Meetings**
   - **A.** Regular Meeting Minutes for January 8, 2025
   - **B.** Regular Meeting Minutes for January 15, 2025
   - **C.** Board of Review Meeting Minutes for January 29, 2025
5. **Requisitions --- Purchase Orders --- Invoices**
   - **A.** ARPA – West Milford - $16,400
   - **B.** ARPA – Greater Harrison Public Service District - $11,950

C. ARPA – Sun Valley Public Service District - $8,163.28

D. Vendor List of Payments

6. **Exonerations --- Corrective Tickets --- Joint Property Applications:**
   A. Exonerations – Exhibit A
7. **Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements:**
   A. Series 2008A - $427.50
   B. Series 2019C - $8,301,398.40
8. **Review—Discuss—Consider** Proposed Application for Relief from Erroneous Assessment related to CED Assessments due and payable for the 2017 Tax Year, 2018 Tax Year, 2019 Tax Year, 2020 Tax Year, 2021 Tax Year, and 2022 Tax Year re: Charles Pointe (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest(s) of the County)
9. **Review—Discuss—Consider** Approval of a Requisition for Payment From Series 2019 C Excise Tax Bonds Project Fund No. 39 for the County Commission's $17,600,000 Junior Subordinate Special District Excise Tax Revenue and Improvement Bonds, Series 2019 C (Charles Pointe Economic Opportunity Development District) and the execution and delivery of such Requisition (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest(s) of the County)
10. **Review—Discuss—Consider** Adoption of a Resolution and Order of the County Commission which would approve the execution and delivery of a Second Supplemental Indenture of Trust by and between the County Commission and UMB Bank, N.A., as Trustee, an Amended and Restated Series 2019 C Excise Tax Bond and related documents in order to extend the period of time available to requisition costs of the Project to fund a corresponding amount of Amended and Restated Series 2019 C Excise Tax Bonds for the County Commission's $17,600,000 Junior Subordinate Special District Excise Tax Revenue and Improvement Bonds, Series 2019 C (Charles Pointe Economic Opportunity Development District) (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest(s) of the County)
11. **Review—Discuss—Consider** Approval of an engagement letter between the County Commission and Ballard Spahr LLP pursuant to which the law firm of Ballard Spahr would be engaged to provide special tax counsel services to the County Commission

with respect to the outstanding Series 2008 Property TIF Bonds and Series 2019 Excise Tax Bonds and any additional obligations issued by the County Commission with respect to the Charles Pointe Project, including but not limited to the restructuring or refunding of such obligations. (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest(s) of the County)

12. **Review—Discuss—Consider** Approving Rail Trail Projects
    - **A.** Update on Master Plan
    - **B.** Update on Bridge over West Fork River
    - **C.** Update on Bridge over Simpson Creek
    - **D.** Update on Trail from Clarksburg to Salem
    - **E.** Update on Trail from Clarksburg to Spelter
    - **F.** Update on Spelter to Haywood
    - **G.** Update on Trail from Shinnston to Marion County line
    - **H.** Update on Agreements with State DOT
13. **Review—Discuss—Consider** Approving Budget and Location for New Animal Control Facility
14. **Review—Discuss—Consider** Approving to go out to bid for an Architect for Live Stock Facility
15. **Review—Discuss—Consider** Approving to go out to bid for an Architect for a Master Plan for Route 19 Property
16. **Review—Discuss—Consider** Approving to go out to bid for an Architect to do a Spaced Utilization of Courthouse
17. **Review—Discuss—Consider** Approving to go out to bid for an Engineering Firm to replace elevators at Courthouse
18. **Review—Discuss—Consider** Approving to go out to bid for an Engineering Firm to Demo Jail Building
19. **Review—Discuss—Consider** 911 Employee Survey Results
20. **Review—Discuss—Consider** Approving to go out to bid for a Law firm or a Human Resources firm to update Employee Handbook
21. **Review—Discuss—Consider** Approving to go out to bid for a firm to evaluate County Commission Operations
22. **Review—Discuss—Consider** McKinley's Proposal for Master Plan for Route 19 property for Animal Control
23. **Review—Discuss—Consider** FMLA for Heather Mick
24. **Review—Discuss—Consider** Appointment of Fiduciary Commissioner
    - **A.** Robert Pevler
    - **B.** Zach Dyer
25. **Review—Discuss-- Consider** New Program, GovWell
26. **Review—Discuss—Consider** Letter to the Alcohol Beverage Control Administration – Jass Video Investments, LLC
    - Highlife Lounge

141C Elk Creek Road
Mount Clare, West Virginia 26408

27. **Review—Discuss—Consider** Request to Travel for 911 Employees to go to Four Points by Sheraton in Charleston, West Virginia on March 23-27, 2025 for WV NENA 911 Emerging Technologies Symposium
    - **A.** Andy Bailey
    - **B.** Bradien Klema
    - **C.** Jade Hitt
    - **D.** Trevor Vance
28. **Review—Discuss—Consider** Request to Travel for Julia Pierce & Corey Hagan from 911 to go to Putnam County 911 Center in Winfield, West Virginia on March 2-5, 2025 for Class: ISC-300 Intermediate ISC for Expanding Incidents
29. **Review—Discuss—Consider** Access & Remediation Letter Agreements
    - Tom Shelton
    - Tammy Defazio
    - Richard Judd
30. **Review—Discuss—Consider** the Completion of Closing of Richard Edison Law for the placement of his farm in Farmland Protection and pay $300,000.00
31. **Review—Discuss—Consider** the Completion of Closing of David Bruce Romine for the placement of his farm in Farmland Protection and pay $250,000.00
32. **Review—Discuss—Consider** Resolution Authorizing the Acceptance of Funds from the Department of Energy for the 2024 Energy Efficient Conservation Block Grant for an Electric All- Terrain Vehicle to Maintain Harrison County Rail Trails
33. **Review—Discuss – Consider** Resolution Authorizing the Application for Funds from the FY2025 West Virginia Community Correction Fund for the Harrison County Community Corrections Program
34. **Review—Discuss—Consider** Resolution Authorizing the Application for Funds from the WV Justice Reinvestment Initiative Treatment Supervision Grant Program
35. **Administrator's Report**
36. **Commissioner Comments – Questions**

CONSENT AGENDA – (NOTE: Items May Require Discussion, Review, and/or Action)

A. Weekly Fiduciary Report from the County Clerk
    1. January 8, 2025 through January 14, 2025
    2. January 15, 2025 through January 21, 2025

B. Monthly Fiduciary Commission Settlements:
    1. Robert Euris Harris
    2. Dolores Lee Bradley
    3. Claire Pinder
    4. Agueda Caceres Hudkins
    5. Johanna Vinne Anderson
    6. Robbie Annabelle Kooken
    7. Jacob Davis Post
    8. Mary Lucille Reel

C. **Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service**

1. Annual Update provided by Harrison County 4-H

TABLED ITEMS - - Items May Require Discussion and/ or Approval

1. Funding Request --- Clarksburg History Museum (03-27-2024)
2. Payroll Change Notice: Robert G. Matheny – Tax Office – New Hire, Chief Deputy Administrator (Paygrade/Step I-1 - $79,543.00) – Effective January 1, 2025 (12-18-2024)

10:10am

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WES

STEVEN T. NEAL,

Petitioner,

v. **/// Case No. 24 -**

JEFFREY S. NEAL,
Administrator of the Estate of
ROLLIE JACKSON NEAL, JR., deceased,

Respondent.

PETITION CONTESTING THE INTESTATE PROBATE OF THE ESTATE OF ROLLIE J. NEAL, JR. / PETITION REQUESTING REMOVAL OF ADMINISTRATOR AND APPOINTMENT OF EXECUTOR

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Petitioner, Steven Neal, as son, custodian, and caretaker of Rollie J. Neal, Jr., deceased (the "Decedent"), states and alleges as follows:

1. Rollie Jackson Neal, Jr. died testate, a resident of Harrison County, West Virginia, on January 5, 2024. A copy of his death certificate is attached hereto and made a part hereof as "Exhibit 1".

2. The Petitioner, Steven Neal, is the biological son of the Decedent, namely Rollie J. Neal, Jr..

3. The Petitioner, Steven Neal, resided with his father, the Decedent, in Clarksburg, Harrison County, West Virginia, at the time of his death.

4. The Petitioner had resided on and off with the Decedent for 2 – 3 years prior to his death, to assist him with his medical care and activities of daily living, as the Decedent suffered from lung cancer towards the end stages of life.

5. Following his father's death, Petitioner Steven Neal continued to visit the Decedent's residence and stay there on weekends to check on the real estate and pay utilities, etc. Petitioner Steven Neal and his wife, Erica Neal, still have multiple personal items in the home from where they resided there and took care of the Decedent.

6. The Decedent is widowed and has two biological children: (1) Steven Neal, son; and (2) Jeffrey Neal, son[1]. Petitioner Steven Neal and Respondent Jeffrey Neal are the sole beneficiaries in this matter.

7. Respondent and current Administrator Jeffrey Neal has been estranged from his mother and father for the last thirteen (13) years.

8. On January 8, 2024, Petitioner Steve Neal delivered a will to the Harrison County Clerk in Harrison County, West Virginia in accordance with West Virginia Code §41-5-1.

9. The Harrison County Clerk requested Petitioner Steve Neal complete the form "Affidavit of Decedent/Witness's Signature" and return to the county clerk's office. The clerk suggested Petitioner obtain a signature from the Decedent's financial banking institution.

10. Petitioner Steve Neal took the "Affidavit of Decedent/Witness's Signature" to Hope Federal Credit Union where it was signed, executed and notarized affirming the signature of the Decedent as signed on the Decedent's Last Will and Testament is the true and genuine signature of the Decedent.

11. Petitioner Steven Neal returned the Affidavit of Decedent/Witness's Signature to the Harrison County Clerk wherein he was instructed the will was accepted and recorded.

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[1] Decedent's wife, Mary N. Neal, passed away in May of 2021. She left a holographic will that was notarized by Jodi A. Muller on April 26, 2021, at the same exact day and time Notary Jodi A. Muller notarized Decedent's initial will that was presented for probate.

12. Petitioner Steven Neal contacted Jeffrey Neal requesting a signed waiver waiving his right to become the Administrator, so Steven Neal could begin the probate of his father's estate. Jeffrey Neal agreed to sign the waiver, requesting Steven Neal mail the appropriate waiver to him. Although Jeffrey Neal agreed to sign the waiver, it was never returned to Petitioner.

13. On April 26, 2024, Petitioner Steven Neal received a letter stating that the Estate of Rollie Jackson Neal, Jr. had been opened intestate, with no will presented.

14. Petitioner Steven Neal was informed that Jeffrey S. Neal applied to be the Administrator of the Estate of Rollie Jackson Neal, Jr. and that the will that was accepted and held by the Harrison County Clerk had been deemed invalid.

15. Since Jeffrey Neal's appointment as administrator, he has abused his power in this matter.

16. Jeffrey S. Neal, Administrator of the Estate of Rollie Jackson Neal, Jr., immediately changed the locks on the decedent's residence, specifically 17 Larkspur Lane, Clarksburg, WV and refused to provide a copy of the new key to Petitioner Steven Neal.

17. Furthermore, Jeffrey S. Neal, Administrator of the Estate of Rollie Jackson Neal, Jr. has refused to allow Petitioner or his wife into the Decedent's residence without being fully supervised and voiced his intentions on selling/auctioning the residence, as the administrator.

18. Petitioner Steven Neal sent notice to Jeffrey S. Neal, Administrator of the Estate of Rollie Jackson Neal, Jr., via certified mail. It contained his intent to contest the intestacy probate of the estate of their father. Petitioner requested Jeffrey Neal hold the distribution of the estate pending resolution of the matter.

19. Respondent Jeffrey Neal continues to act in total disregard of the beneficiaries in this matter and has continued to restrict Petitioner and Beneficiary Steven Neal from any

knowledge of the dealings with the Estate as well as from his own personal property located within the Decedent's residence.

20. Petitioner Steven Neal was never placed on notice or provided any information in regard to the determination that the Will presented to the Harrison County Clerk was deemed to be invalid or in the alternative that the Decedent died intestate.

21. Administrator Jeffrey Neal has not provided any information to Steven Neal (the only other beneficiary) in regard to his plans for the estate and distribution thereof.

22. Upon information and belief, Administrator Jeffrey Neal has liquidated the decedent's Charles Schwab account(s), but has failed to discuss the same with the Petitioner.

23. Upon information and belief, Administrator Jeffrey Neal has begun major construction and repairs on the decedent's residential home without any discussions, notice, or consultations with Steven Neal.

24. Upon information and belief, Administrator Jeffrey Neal has sold items from the estate without any discussions, notice, or consultations with Steven Neal. Specifically, Jeffrey Neal recently sold the decedent's vehicle after Steven Neal and/or his wife expressed their desire in keeping the vehicle.

25. Upon information and belief, Administrator Jeffrey Neal has signed a "power of attorney" document, presenting a non-family member, Weiss, the ability to "act on Jeffrey Neal's behalf" in regard to the estate. Weiss, magistrate of Harrison County, has had full access to the decedent's residence, while the Petitioner has been restricted access.

26. Upon information and belief, Administrator Jeffrey Neal has removed items from the decedent's residence which would be part of the residential estate, including but not limited to, a large coin collection.

27. Upon information and belief, Administrator Jeffrey Neal had all the utilities, except for the electric, shutoff/discontinued after the Petitioner Steven Neal requested him to keep the utilities on. Petitioner and his wife had been paying the utilities up until Admin. Jeffrey Neal had them transferred and disconnected. Petitioner Steven Neal had frozen beef and other foods in multiple freezers at the house. Petitioner Steven Neal has been unable to remove the frozen food and multiple other person property items from the decedent's residence due to the refusal to provide unsupervised access to the home.

28. Upon information and belief, Administrator Jeffrey Neal has denied Petitioner Steven Neal access to his Harley Davisson motorcycle located in the decedent's garage. It needs winterized and prepped for storage.

29. Upon information and belief, Administrator Jeffrey Neal is failing to properly secure the decedent's residence as a window was left open at the home. This creates a hazard and risk that could diminish the estate's value.

30. Upon information and belief, Administrator Jeffrey Neal continues to move forward in liquidating the estate without any discussion with Petitioner Steven Neal, even after being requested to desist in said activities until we could attempt to mediate an agreement.

31. Upon information and belief, Administrator Jeffrey Neal has no knowledge of his parents' wishes. There are many personal items of great sentimental importance and value in the decedent's home. Many items were specifically designated and discussed with Petitioner by his parents as to what items were to be delivered to certain individuals upon their passing.

32. Upon information and belief, Petitioner asserts that Administrator Jeffrey Neal is acting out of immense spite and greed and that many items within the estate have been destroyed,

sold, or stolen as he is aware of their significance to the family he chose to estrange himself from over 13 years ago.

33. Petitioner asserts that he is competent and the most suitable person to be appointed as Administrator of the Estate of Rollie J. Neal, Jr. and that the welfare and best interest of the estate and all beneficiaries would be served by him so being appointed.

34. Petitioner asserts the Decedent did not die intestate.

35. Petitioner further asserts that if the Decedent's Last Will and Testament previously accepted by the Harrison County Clerk is deemed invalid, then the Decedent's prior "Last Will and Testament of Rollie Jackson Neal" dated July 1, 2000, be properly probated.

36. West Virginia Code §44-5-5 provides that a county commission "may . . . whenever from any cause it appears proper, revoke and annul the powers" of a fiduciary who derives authority from said county commission.

37. West Virginia Code §41-5-5 requires a hearing and determine all proceedings to admit a will. Before any final order is made admitting or refusing to admit a will to probate, notice and process shall be served upon any person whose interest will be adversely affected by a refusal to admit the will to probate to appear and defend his interest.

38. Petitioner was never placed on notice of any hearing to determine the validity of the will that was presented by him to the Harrison County Clerk.

39. Petitioner believes Respondent, Mr. Jeffrey Neal's potential interest in the value of the Estate of Rollie J. Neal would be hostile and prejudicial to him specifically, as the other beneficiary. Respondent Jeffrey Neal opened Rollie Jackson's Estate and became Administrator of said estate claiming his father died intestate merely to obtain monetary benefits on his behalf, as the last will and testament of the Decedent bequeaths his entire estate to the Petitioner, Steven

Neal. Respondent Jeffrey Neal wants control over the Estate based on the mere desires of financial gain arising from the death of his father, Rollie J. Neal, Jr. Respondent Jeffrey Neal had been estranged from his mother and father for over 13 years prior to his father's death.

40. The Decedent's Last Will and Testament dated April 26, 2021 clearly stated the Decedent's intentions and wishes in regard to his will. West Virginia statutes are enacted to protect and sanctify the execution of a will to prevent substitution or fraud.

41. WHEREFORE, Petitioner respectfully requests that this Honorable County Commission have a hearing to make a determination as to whether admit or refuse to admit the Decedent's will dated April 26, 2021; if the determination is to refuse to admit the Decedent's will dated April 26, 2021, then to admit for probate the Decedent's prior Last Will and Testament dated July 1, 2000; to permanently remove Respondent, Jeffrey Neal, as Administrator of the Decedent's estate and appoint the Petitioner Steven Neal as Executor or in the alternative appoint the Petitioner and Respondent as Co-Executors as requested in the July 1, 2000 Last Will and Testament; to grant Petitioner immediate unsupervised access to the Decedent's last residence in which he resided taking care of his father; and grant to the Decedent's estate such other relief as this Honorable County Commission deems appropriate and just under the circumstances.

Dated this 27th day of September, 2024.

Julie N. Garvin (WV State Bar ID #8567)
GARVIN LAW, PLLC
424 Buckhannon Pike, Ste. C
Nutter Fort, West Virginia, 26301
(304) 623-3333
Attorney for Petitioner

Attorney for Petitioner

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, TO-WIT:

I, Steven T. Neal, being first duly sworn, on his oath says that he is the Petitioner in the foregoing ***"Petition Contesting the Intestate Probate of the Estate of Rollie J. Neal, Jr. / Petitioner Requesting Removal of Administrator and Appointment of Executor"*** and that the facts and allegations therein contained are true, except insofar as they are therein stated to be upon information and belief, and insofar as they are stated to be upon information and belief, he believes them to be true

Steven T. Neal

Taken, subscribed and sworn to before me this ____ day of September, 2024, by Steven Neal.

[AFFIX NOTARY SEAL]

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Linda L Griffith
201 Ohio Avenue
Nutter Fort, WV 26301-4505
My Commission Expires March 11, 2028

My commission expires:

March 11, 2028

Last Will and Testament
Of

ROLLIE JACKSON NEAL

I, **ROLLIE JACKSON NEAL**, a resident of the community of Good Hope, County of Harrison, State of West Virginia, do make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicil heretofore made by me.

FIRST ARTICLE

I hereby declare that I am married, and that my wife's name is **MARY NELL NEAL**, and that I have two children now living. The names of those children are, **STEVEN TOOD NEAL** and **JEFFREY SCOTT NEAL**. There are no other born issue from this marriage and no children adopted by me.

SECOND ARTICLE

I hereby direct that all my just debts, my funeral expenses, and the costs of administration of my estate be paid from my estate. My Executor/Executrix may, in his/her sole discretion, pay from my domiciliary estate all or any portion of the costs of ancillary administration and similar proceedings in other jurisdictions.

THIRD ARTICLE

All the rest, residue and remainder of the property which I may own at the time of my death, real, personal and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, together with all property, if any, with respect to which I may, either before or after the date of this Last Will and Testament, have power of testamentary appointment, I give, devise, and bequeath to my wife, **MARY NELL NEAL**, as her own absolutely.

FOURTH ARTICLE

However, if my wife should predecease me or if she should fail to survive me for thirty (30) days from the date of my death, then I give, devise, and bequeath all my property, real, personal and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, together with all property, if any, with respect to which I may, either before or after the date of this Last Will and Testament, have power of testamentary appointment, to my children, in equal parts, share and share alike, per stirpes, and not per capita.

FIFTH ARTICLE

I hereby name, constitute and appoint my wife, **MARY NELL NEAL**, as Executrix of this my Last Will and Testament, to serve without bond. In the event she shall not survive me, or she is for any reason unwilling or unable to act, I hereby name, constitute and appoint my sons, **STEVEN TODD NEAL** and **JEFFREY SCOTT NEAL**, to serve as co-executors of this my Last Will and Testament, also without bond.

IN WITNESS WHEREOF, I have hereunto set my hand to this my Last Will and Testament this 1st day of July, 2000.

Rollie Jackson Neal (SEAL)
ROLLIE JACKSON NEAL

The foregoing instrument, consisting of two typewritten pages, was signed, published, and declared by the Testator to be his Last Will and Testament, in the presence of us, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Name: Tami Mohan Street Address: 3147 New Milford Rd.
SSN: 277-76-7521 City, State: Atwater, OH 44201

Name: Betty Steele Street Address: 3520 Tallmadge Rd
SSN: 235-50-6524 City, State: Kent, Ohio 44240

Name: Herbert S Steele Street Address: 3520 Tallmadge Rd.
SSN: 236-50-1969 City, State: Kent Ohio

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit of Witness to Last Will and Testament

On the 29th day of October, 2024, before the undersigned Notary Public came TAMI MOHAN to me personally known, who being by me first duly sworn, upon oath states:

I, TAMI MOHAN, was a witness to the writing hereto attached bearing the date of the 1st day of July, 2000; that I was present at the execution of the said writing and saw the testator/rix, ROLLIE JACKSON NEAL JR, sign his name thereto; that the said testator/rix signed and acknowledged the said writing as and for his Last Will and Testament in my presence and in the presence of the other witness; that I signed the said writing as a witness thereto; and that at the time of signing the said writing, the said ROLLIE JACKSON NEAL JR was of sound mind and memory and was over the age of eighteen (18) years.

Tami Mohan

(Signature)

STATE OF Ohio

COUNTY OF Muskingum

The foregoing instrument was acknowledged before me this 29th day of October, 2024.

My Commission expires: 4/4/2029.

MICHELLE A BARSTOW
Notary Public
State of Ohio
My Comm. Expires
April 4, 2029

Notary Public

Estate: 12002

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit of Decedent/Witness's Signature

I, the undersigned Affiant, being over the age of 18 years, and after first being duly sworn upon oath states that, I was personally acquainted with the decedent/witness, Rollie J. Neal during his/her lifetime and I am familiar with the decedent/witness's handwriting and signature; and it is my opinion, based upon a reasonable degree of certainty, that the signature of the decedent/witness as signed on the decedent's Last Will and Testament is the true and genuine signature of the decedent/witness Rollie J. Neal.

And further Affiant saith not.

Lisa A. Bennett
(Signature)
Lisa A. Bennett
(Print Name)
Hope FCU 925 White Oaks Blvd.
(Address)
Bridgeport, WV 26330

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Autumn L Miller
297 Broad Run Rd
Jane Lew, WV, 26378
My Commission Expires July 14, 2027

STATE OF West Virginia

COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 28 day of October, 2024.

My Commission expires: July 14, 2027. Autumn L Miller
Notary Public

Estate: 12002

WitnessSignature

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit of Decedent/Witness's Signature

I, the undersigned Affiant, being over the age of 18 years, and after first being duly sworn upon oath states that, I was personally acquainted with the decedent/witness, Rollie Neal, Jr., during his/her lifetime and I am familiar with the decedent/witness's handwriting and signature; and it is my opinion, based upon a reasonable degree of certainty, that the signature of the decedent/witness as signed on the decedent's Last Will and Testament is the true and genuine signature of the decedent/witness Rollie Neal JR.

And further Affiant saith not.

(Signature)

Chad A. McIntyre

(Print Name)

16 Larkspur Lane

(Address)

Clarksburg, WV 26301

STATE OF West Virginia

COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 30th day of October, 2024.

My Commission expires: March 11, 2026 Amanda McClain

Notary Public

OFFICIAL SEAL
Notary Public, State of West Virginia
AMANDA MCCLAIN
2126 Hamill Ave.
Clarksburg, WV 26301
My Commission Expires March 11, 2026

Estate: 12002

WitnessSignature

10:15am

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to suport your project. Please complete this application and return it to the Harison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.gov ; Question: 304-624-8500
Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: 18 APRIL 2024

Organization Name: FLYING WING NUTZ c/o Pierpont Foundation Inc

Name and Title of Requester: EDWARD WASKE PRESIDENT FLYING WING NUTZ

Mailing Address of Organization and Responsible Person: EDWARD WASKE 2000 INDUSTRIAL ROAD E. EASW ATTN: SUITE 106 BRIDGEPORT WV 26330
If approved, this is where the check will be sent

Telephone: 3046945387 Fax: _____ E-mail: EDW@EASWAERO.COM

FEIN# _____ Is your organization an IRS 501(c) 3 not-for-profit? Y N
If yes, attach IRS Status Letter
If no, please explain: _____

TOTAL Cost of Project/Activity: $ 20,000

Dollar Amount REQUESTED - Grant: $ 3,000 Loan: $ _____

Was project funded previously by HCC? Y (N) If so, when _____; how much: $ _____

Have you previously received funds from the Harrison County Commisson: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: _____; how much: $ _____
When: _____; how much: $ _____
When: _____; how much: $ _____

Purpose of request (one sentence): 4TH ANNUAL CARL HOPKINS YOUTH AVIATION EX PO

If for a fair/festival/event, give dates and location: Date: 9&10 AUGUST Location: THE BRIDGE SPORTS COMPLEX

Describe the proposed activities with dollar amounts to be funded by this request:
SEE ATTACH FORM

Are your financial statements audited by an outside accounting firm? Y (N)
If Yes, by whom:

Do you plan to recognize the Harrison County Commission 's contribution? (Y) N
If Yes, how? BANNER HUNG AT THE EVENT

(Name of Applicant) EDWARD F. WASKE JR. agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) EDWARD F. WASKE JR, the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) EDWARD F. WASKE JR. shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that (Name of Applicant) EDWARD F. WASKE JR. agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current List of Board of Directors with addresses
3. List other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant Edward F Waske Date 18 APR. 2024

PRESIDENT FLYING WING NUTZ

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____



April 18, 2024

Re: 2024 4th Annual Carl Hopkins WV Youth Aviation Expo

Dear :Harrison County Commission

We are excited to announce that the 4th Annual Carl Hopkins WV Aviation Expo will be held August 9-10, 2024, and provide you with the opportunity to once again participate and support this successful community event. The future of Aviation in West Virginia is bright, with projected growth resulting in a true need for future aviation employees. The Carl Hopkins WV Youth Aviation Expo is the perfect venue to introduce our youth to the exciting opportunities within our industry.

As you know from your partnership with past events, our free-to-the-public event provides a wide array of activities for the children to participate in, including:

- Free Flight Competitions
- AMA Flight Simulator
- RC Model Airplane Exhibitions
- Control Line Precision Aerobatic Pilot Exhibitions
- NASA Rocket Experiments
- US Army National Guard UH-60 Blackhawk tours
- Prizes and swag bags for each child in attendance
- And a host of booths and tables for children to visit, participate in hands-on learning and gather information.

For 2024, the excitement continues with plans to include the above, plus:

- Volunteer Pilot, Adam Vrabel's Drone Flying Exhibition
- Additional competitions and exhibits

All of the activities are free to our guests as we continue working toward building our future aviation community; however, there is a financial burden to plan and execute such a large-scale event. This is where we rely on our generous partners and supporters. We would love to have your continued support as we work towards our event goals, keeping in mind that together we are fostering the knowledge that a successful career in aerospace is right here in West Virginia. The Carl Hopkins WV Youth Aviation Expo is the foundation that supports this career start for many of our youth.

Based on the previous 3 years' attendance, we are expecting more than 450 youth participants along with their parents and have commitments from our local media to provide extensive coverage of the event and its support partners.

Would you please consider donating once again to support the expo and provide your donation and participation:

		(Place X Below)
PLEASE CHOOSE DONATION AMOUNT:	$500.00	_____
	$1,000.00	_____
	$1,500.00	_____
	$2,000.00	_____
	$2,500.00	_____
	$5,000.00	_____
(Other Amount:)	$3,0000_____	$ 3,000_____

PARTICIPATION DATES: FRIDAY, 08/09/2024 _____

SATURDAY, 08/10/2024 _____

TYPE OF DISPLAY (Tent with table, Demonstrations, Interactive with Attendees, etc.): _____

_____

_____

As always, our planning committee is available for any and all informational needs. Thank you for your continued support. It is much appreciated.

Best regards,

Ed Waske

Edward F. Waske, Jr., President
Flying WingNutz of St. Marys WV
Chief Operating Officer/Accountable Manager
Engine & Airframe Solutions Worldwide, LLC
edw@easwaero.com Cell: (304) 694-5387

Please make checks payable to: Flying Wingnutz
Mail to: EASW, Attn: Edward Waske
2000 Industrial Road East, Suite 200
Bridgeport, WV 26330

AMA ACADEMY OF MODEL AERONAUTICS

FAIRMONT FLYERS Model Aviation Club

NASA Education Resource Center

FLYING WING NUTZ

CHESTNUT RIDGE MODEL AVIATION CLUB AMA 1193

PIERPONT COMMUNITY & TECHNICAL COLLEGE. Aviation Maintenance Program

FAIRMONT STATE UNIVERSITY Flight School Program








Start Your Aviation Journey!

CARL HOPKINS WV YOUTH AVIATION EXPO





ALL AGES - FREE ADMISSION!

Fun for the Whole Family!

WATCH! FLY! WIN PRIZES!



August 9 &10 @ Bridgeport Sports Complex

10am - 5pm






START HERE





FREE FLIGHT | CONTROL LINE | RADIO CONTROL

SPONSORS

EASW Engine & Airframe Solutions Worldwide

CKB

THE BRIDGE SPORTS COMPLEX

MHIRJ Mitsubishi Heavy Industries

Marion County Commission

We Cater to Cowards Wilson Martino Dental

Huntington

INVOICE

Pierpont Foundation, Inc.
500 Galliher Dr
Fairmont, WV 26554

khypes@pierpont,edu
+1 (304) 247-9835

Bill to
Harrison County Commission
301 W Main Street
Clarksburg, WV 26301

Invoice details
Invoice no.: 1012
Invoice date: 07/17/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Pledge**	Donation for WV Youth Aviation Expo 2024	1	$3,000.00	$3,000.00

Total **$3,000.00**

Remit donation to:
Pierpont Foundation, Inc.
500 Galliher Drive
Fairmont, WV 26554

Note to customer

Thank you for support.

January 14, 2025

Harrison County Commission

Good Morning,

The 2025 Carl Hopkins WV Youth Aviation Expo plans are well underway. This 5th year will be the most exciting expo ever. The kids will enjoy the hands-on free STEM activities while learning from model aviation performers, drone operators, NASA and WVU rocket launchers, kite enthusiasts, helicopter pilots, and much more. Every child receives a goodie bag filled with aeronautical swag. This year through the generous support of the Benedum Airport Authority there will be the addition of some very special aviation guests that are not normally seen in NCWV. The entire county will be "abuzz" with noticeable activities. We expect folks to be pointing up and asking "What's happening in Harrison County today!?" We will once again enjoy lots of press coverage of the expo.

We are honored to be receiving the necessary and important financial support from area businesses and county commissioners which makes this educational event possible.

Please find enclosed a copy of the documentation regarding our 501c3 status through our affiliation with The Pierpont Foundation. We have also included the documentation as it was presented to the commission in our request for funds for the 2024 expo. We are hopeful that the issues that were not addressed last year are corrected and those funds can be received.

We hope to see you and your families attend this free two-day event. Everybody is invited.

Thank you for your support. It is appreciated.

Ed Waske

Founder of the Carl Hopkins WV Youth Aviation Expo
COO of Engine and Airframe Solutions Worldwide

10:15am

HARRISON COUNTY COMMISSION
SPECIAL FUNDING REQUEST

Thank you for the opportunity to suport your project. Please complete this application and return it to the Harison County Commission, 301 West Main Street, Clarksburg, WV 26301 by fax or email: Facsimile: 304-624-8673; Email: countyadministrator@harrisoncountywv.gov ; Question: 304-624-8500
Funding is derived from the State of West Virginia/Video Lottery Funding.

Date of Request: 16 JAN 2025

Organization Name: FLYING WINGNUTZ c/o Pierpont Foundation

Name and Title of Requester: EDWARD F. WASKETA. PRESIDENT

Mailing Address of Organization and Responsible Person: ED WASKE 2000 INDUSTRIAL ROAD E ATTN: E.A.S.W. SUITE 100 BRIDGEPORT, WV 26330
If approved, this is where the check will be sent

Telephone: 3046945387 Fax: _____ E-mail: EDW@EASWAERO.COM

FEIN# _____ Is your organization an IRS 501(c) 3 not-for-profit? Y (N)
If yes, attach IRS Status Letter
If no, please explain: PARTNER WITH PIERPONT FONDATION WHICH IS A 501 C3

TOTAL Cost of Project/Activity: $ 20,000

Dollar Amount REQUESTED - Grant: $ 3,000 Loan: $ _____

Was project funded previously by HCC? Y N If so, when _____ ; how much: $ _____

Have you previously received funds from the Harrison County Commisson: Y N
If Yes, how much? If funded multi years - list by fiscal year?
When: _____ ; how much: $ _____
When: _____ ; how much: $ _____
When: _____ ; how much: $ _____

Purpose of request (one sentence): 5TH ANNUAL CARL HOPKINS YOUTH W.V. AVIATION EXPO

If for a fair/festival/event, give dates and location: Date: 8+9 AUG. 2025 Location: THE BRIDGE SPORTS COMPLEX

Describe the proposed activities with dollar amounts to be funded by this request: _____

Are your financial statements audited by an outside accounting firm? Y (N)
If Yes, by whom:

Do you plan to recognize the Harrison County Commission 's contribution? (Y) N
If Yes, how? BANNER HUNG AT THE EVENT & LOGO ON SHIRTS

(Name of Applicant) EDWARD F. WASKE JR. agrees that in the event of any embezzlement, theft or misappropriation of funds or property of any kind or nature or in the event of any alleged embezzlement theft or misappropriation of funds or property of any kind or nature from (Name of Applicant) EDWARD F. WASKE JR., the recipient of funding from the Harrison County Commission hereunder, that (Name of Applicant) EDWARD F. WASKE JR. shall immediately report said incident(s) to the proper police agency having jurisdiction over such matters and, further, shall immediately report said incident(s) along with a writing describing said incident(s) have been reported to the police agency having jurisdiction, to the Harrison County Commission. Further, that (Name of Applicant) EDWARD F. WASKE JR. agrees to fully cooperate with the police and the Prosecuting Attorney's Office toward the successful prosecution of such activity.

Please attach to this Request the following:

1. IRS Letter of Tax Exemption, if you have one
2. Current List of Board of Directors with addresses
3. List other contributors with dollar amounts to your project/event
4. Balance sheet and income statement for immediate prior year, or reason why no available
5. Any additional information about your organization

FINAL REPORT REQUIRED: If approved, you agree to submit within 15 days of the event or end of project the "Final Report for Special Funding Request", on page 3 of this application OR a detailed statement of revenues and expenditures.

On behalf of the Applicant, I certify that all required information in this request is attached and correct, that we agree to the above terms, and that a Final Report (on attached Final Report or by Internal Financial Report detailing substantially same information) will be submitted within 15 days of the end of the project/event.

Signature and Title of Applicant Edward F. Waske **Date** 16 JAN 2025

PRESIDENT FLYING WING NUT2

For Official Use:

This funding request is: APPROVED NOT APPROVED TABLED

Amount Approved: $_____ Paid Date: _____

With the following notations:

_____

_____

_____

Action taken at Harrison County Commission meeting on: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pierpont Foundation Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Non-profit 501(c)(3)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
500 Galliher Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Falrmont, WV 26554

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 6 - 5 1 0 1 4 2 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Kathy Hypes Date ▶ 1/01/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

INVOICE

Pierpont Foundation, Inc.
500 Galliher Dr
Fairmont, WV 26554

khypes@pierpont.edu
+1 (304) 247-9835

Bill to
Harrison County Commission
301 W Main Street
Clarksburg, WV 26301

Invoice details
Invoice no.: 1015
Invoice date: 01/13/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Pledge**	Donation for 2025 WV Youth Aviation Expo	1	$3,000.00	$3,000.00

Total **$3,000.00**

Remit donation to:
Pierpont Foundation
500 Galliher Drive
Fairmont, WV 26554

Note to customer

Thank you for your support!

AMA ACADEMY OF MODEL AERONAUTICS

FAIRMONT FLYERS Model Aviation Club

NASA Education Resource Center

FLYING WING NUTZ

AMA 1193

PIERPONT COMMUNITY & TECHNICAL COLLEGE. Aviation Maintenance Program

FAIRMONT STATE UNIVERSITY Flight School Program






Start Your Aviation Journey!

CARL HOPKINS WV YOUTH AVIATION EXPO






ALL AGES - FREE ADMISSION!

Fun for the Wh… Family!

WATCH! FLY! …

August 9 &10 @ Bridge… …ex

2024 10am

VIDEO






START HERE





FREE FLIGHT | CONTROL LINE | RADIO CONTROL

SPONSORS

EASW Engine & Airframe Solutions Worldwide

CKB

THE BRIDGE SPORTS COMPLEX

MHIRJ Mitsubishi Heavy Industries

Marion County Commission

We Cater to Cowards Wilson Martino Dental

Huntington

3-A

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
2/10/25		- -
NAME: Emily Rebelo, LGSW	ADDRESS	
PHONE	CITY/STATE/ZIP	DEPARTMENT: Con Cor / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT	D1	TO E2
☐ RATE		$68,985
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

☐ OTHER (Explain) Supervising Counselor

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 1/22/25
HUMAN RESOURCES MANAGER	DATE 1/22/25

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Toll Free 1-866-466-1438 or online www.amsterdamforms.com
Amsterdam

3-B

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/16/2025		| | |-| | |-| | | | |
NAME Hannah Kyle		**ADDRESS**
PHONE	**CITY/STATE/ZIP**	**DEPARTMENT** 401 / **SHIFT**

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
X ☐ RATE		4-1
☐ ADDRESS/PHONE		17.27
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

X ☐ HIRED
☐ RE-HIRED
☐ PROMOTION
☐ DEMOTION
☐ TRANSFER
☐ MERIT INCREASE
☐ WAGE SCALE CHANGE
☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

☐ PROBATIONARY PERIOD COMPLETED
☐ LENGTH OF SERVICE INCREASE
☐ RE-EVALUATION OF EXISTING JOB
☐ RESIGNATION
☐ RETIREMENT
☐ LAYOFF
☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) _____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE
HUMAN RESOURCES MANAGER Laura Kyle	DATE 1/17/2025

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Amsterdam

3-C

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
2/5/2025		| | |-| | |-| | | | |

NAME	ADDRESS
SHINE KELLISON	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		Security	On Call

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☑ SHIFT	On Call	
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ■ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain) Part-Time Courthouse Security

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE Robert G. [illegible] II, SHERIFF	DATE 01/17/2025
HUMAN RESOURCES MANAGER	DATE

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Amsterdam

3-D

Harrison County Commission
Payroll Change Notice

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
02/10/2025		- -

NAME	ADDRESS
Jamen, Bianca M	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☑ JOB		
☐ SHIFT		
☑ RATE		PG 3-1 ($16.41/hr.)
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☑ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

☐ OTHER (Explain) _____

New E911 Telecommunicator Trainee

AUTHO[illegible]

EMPLOYEE SIGNAT[illegible] DATE

01/15/2025

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Amsterdam

3-E

Harrison County Commission
Payroll Change Notice

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
01-24-2024		

NAME	ADDRESS
Mikayla Shepherd	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
		911	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☑ JOB		
☐ SHIFT		
☐ RATE		
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☐ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

TYPE OF LEAVE _____

- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☑ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

☐ OTHER (Explain) _____

Resignation effective 01-24-2025

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 01-15-2025
HUMAN RESOURCES MANAGER	DATE

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Amsterdam

3-F

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
1/10/2025		| | |-| | |-| | | | |
NAME: MICHELLE MCCAULEY		ADDRESS
PHONE: 304 709 4085	CITY/STATE/ZIP	DEPARTMENT: 424 / SHIFT

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☐ RATE	4-1	
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☑ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain)_____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 01/30/2025
HUMAN RESOURCES MANAGER	DATE 1/31/2025

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Toll Free 1-866-456-1436 or online www.amsterdamforms.com
Amsterdam

3-G

PAYROLL CHANGE NOTICE

DATE OF CHANGE	EMPLOYEE #	SOCIAL SECURITY NO
2/10/2025		

NAME	ADDRESS
BUDDY NEEL	

PHONE	CITY/STATE/ZIP	DEPARTMENT	SHIFT
843 503 2634		424	

THE CHANGE(S):

✓ All Applicable Boxes	FROM	TO
☐ DEPARTMENT		
☐ JOB		
☐ SHIFT		
☑ RATE	7-1	
☐ ADDRESS/PHONE		
☐ BENEFIT PLAN		
☐ OTHER _____		
☐ OTHER _____		

THE REASON FOR THE CHANGE(S):

- ☑ HIRED
- ☐ RE-HIRED
- ☐ PROMOTION
- ☐ DEMOTION
- ☐ TRANSFER
- ☐ MERIT INCREASE
- ☐ WAGE SCALE CHANGE
- ☐ LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)
- ☐ PROBATIONARY PERIOD COMPLETED
- ☐ LENGTH OF SERVICE INCREASE
- ☐ RE-EVALUATION OF EXISTING JOB
- ☐ RESIGNATION
- ☐ RETIREMENT
- ☐ LAYOFF
- ☐ DISCHARGE

TYPE OF LEAVE _____

☐ OTHER (Explain)_____

AUTHORIZATION:

EMPLOYEE SIGNATURE	DATE
SUPERVISOR SIGNATURE	DATE 01/30/2025
HUMAN RESOURCES MANAGER	DATE 1/31/2025

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4-A

At the regular meeting of the County Commission of Harrison County held on Wednesday January 8, 2025, Commissioners Susan Thomas, Patsy Trecost II and David Hinkle were present. Also present were Laura Pysz-Laulis -County Administrator, John Spires - County Clerk and Trey Simmerman - County Attorney. Commissioner Thomas opened the meeting. Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

DRAFT

1. Review—Discuss—Consider Organizational Matters for Calendar Year 2025:

A. Election of President: Trecost moved to approve Susan Thomas to remain Commission President. Trecost and Thomas voted for. Hinkle voted against. Motion carried.

B. Hours of Operation for Courthouse and General Service Building: Thomas moved to approve keeping hours of operation 8am to 4pm for Courthouse and General Service Building. Trecost and Thomas voted for. Hinkle voted against. Motion carried.

C. Date & Time of Regular Meetings – Approved 12-04-2024: Trecost moved to approve date and time of regular meetings that were approved December 4th, 2024. Commission concurred.

D. Commission Meeting Schedule of Deadline for Requisitions and Agenda items: Trecost moved to approve Commission meeting schedule of deadline for Requisitions and Agenda items. Commission concurred.

E. Holiday Schedule for 2025: Hinkle moved to approve Holiday Schedule for 2025. Commission concurred.

F. Appointments to Boards and Committees: Hinkle moved to approve Exhibit A and B. Commission concurred.

Exhibit A – Boards and Committees Commission Serves On

Exhibit B – HCC Board Appointees for 2025

2. Public Comment Period: (NONE)

3. Consent Agenda: Hinkle moved to approve. Commission concurred.

4. Payroll Change Notices: Trecost moved to approve 4A through I. Commission concurred.

A. Tiara Weisenberger – Prosecuting Attorney – Part-time to Full-time – Effective January 15, 2025

B. Nicole Warnerz – Prosecuting Attorney – Decided not take position – Effective December 30, 2024

C. Angela Hoskinson – Parks & Rec – Full-time to Part-time – Effective December 19, 2024

D. Kailynn Sinnett – 911 – Resignation – Effective December 31, 2024

E. Joseph Carbacio – Law Enforcement – Resignation – Effective December 31, 2024

F. Tabitha Robey – 911 – New Hire – Effective January 10, 2025

G. Brandy Salinetro – County Commission – Decided not to take job offer – Effective January 2, 2025

H. Donna Stuart – Parks & Rec – Resignation – Effective January 31, 2025

I. Cody Ball – Maintenance – Resignation – Effective January 3, 2025

5. Minutes and/ or Amended Minutes of Previous Meetings (NONE)

6. Requisitions --- Purchase Orders --- Invoices: Trecost moved to approve. Commission concurred.

A. Vendor List of Payments

10:10 A.M. --- Public Hearing regarding the Merger of the Lake Floyd Public Service District with and into the Sun Valley Public Service District: Thomas opened public hearing. Thomas asked for those For or Against to speak. No one spoke. Thomas moved to close public hearing. Commission concurred.

7. Exonerations --- Corrective Tickets --- Joint Property Applications: (NONE)

8. Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B (Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements: Hinkle moved to approve A and B. Commission concurred.

A. Series 2008A - $3,380.08

B. Series 2019A&B - $5,905.50

9. Review—Discuss—Consider Order to Approve the Merger of the Lake Floyd Public Service District with and into the Sun Valley Public Service District: Public Service District legal counsel, Mr. Glover, asked for Commissions approval of PSD merger. Trecost moved to approve the merger, affix signature, attach legal postings and make part of record. Commission concurred.

10. Review—Discuss Update from Parks & Recreation: James Richards – Deputy Director of Parks and Recreation, gave an update on winter activities, Summit Park LED lighting, concrete restroom cost at approximately $10,000 and Good Hope parking. Hinkle asked for separate meters for top and bottom of the Summit Park field.

- Mike Book, Director
- James Richards, Deputy Director

11. Review—Discuss—Consider MOU by and between The Harrison County Commission and The Harrison County Development Authority regarding Wolfe Summit Energy LLC: Laura Pysz-Laulis explained the agreement outlined in MOU. Trecost moved to approve MOU and affix signatures. Commission concurred.

12. Review—Discuss--Consider Proposed Application for Relief from Erroneous Assessment related to CED Assessments due and payable for the 2017 Tax Year, 2018 Tax Year, 2019 Tax Year, 2020 Tax Year, 2021 Tax Year, and 2022 Tax Year re: Charles Pointe: Laura Pysz-Laulis requested to table item 12. Trecost moved to table number 12 as stated by County Administrator. Commission concurred.

DRAFT

13. Review—Discuss--Consider Potential conveyance to Town of Lost Creek – FEMA Property – DB 1475, PG 0585: Laura Pysz-Laulis recommends conveyance. Lost Creek needs to reach out to the State. Trecost moved to approve conveyance subject to consent from FEMA or the State. Commission concurred.

14. Review—Discuss—Consider Resignation of Robert L. Greer as Fiduciary Commissioner: Trecost moved to approve resignation of Robert L. Greer. Commission concurred.

15. Review—Discuss – Consider Request to Attend a Meeting for 911 Employees to go to Barbour County 911 on January 14 & 15 for Class - ICS400: Advanced ICS for Complex incidents: Trecost moved to approve travel for 911 employees as stated. Commission concurred.

A. Steve Martin
B. Megan Rowand
C. Gary Keith
D. Lindsay Atha

16. Review—Discuss—Consider CY 2025 Appalachian HIDTA Subaward Agreement: Gina Jones – Grants, spoke on grant related to drug trafficking and overtime necessary. Trecost moved to approve grant application and affix signatures. Commission concurred.

17. Administrator's Report: Laura Pysz-Laulis announced Budget Workshop for the new fiscal year.

18. Commissioner Comments – Questions: Hinkle wished everyone a happy new year and thanked staff for clean-up. Thomas wants Geo-fencing and scheduled 2024 administrator review.

Trecost moved to adjourn. Commission concurred.

With no further business to come before the Commission, meeting adjourned.

_____ _____

Susan Thomas, President Date

DRAFT

4-B

At the regular meeting of the County Commission of Harrison County held on Wednesday January 15, 2025, Commissioners Susan Thomas, Patsy Trecost II and David Hinkle were present. Also present were Laura Pysz-Laulis -County Administrator, John Spires - County Clerk and Trey Simmerman - County Attorney. Commissioner Thomas opened the meeting. Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

DRAFT

1. Public Comment Period: NONE

2. Consent Agenda: Hinkle moved to approve Consent Agenda. Commission concurred.

3. Payroll Change Notices: Laura Pysz-Laulis changed item E so that all salary is deducted from commission line item. Trecost wants to start 3C at Pay Grade 4-1. Hinkle moved to approve Payroll changes A through E, with employee C at Pay Grade 4-1. Commission concurred.
    A. William May – Maintenance – New Hire – Effective January 21, 2025
    B. Jacob Sukanick – Law Enforcement – New Hire – Effective January 27, 2025
    C. Savannah Sadler – Maintenance – New Hire- Effective January 21, 2025
    D. William Malcolm – Maintenance – New Hire- Effective January 27, 2025
    E. Christina Murphy – Assessors to Planning – Transfer – Effective January 25, 2025

4. Minutes and/ or Amended Minutes of Previous Meetings: Laura Pysz-Laulis corrected item C to reflect payroll change notice. Hinkle moved to approve as presented with changes. Commission concurred.
    A. Regular Meeting Minutes for December 11, 2024
    B. Work Session Meeting Minutes for December 18, 2024
    C. Regular Meeting Minutes for December 18, 2024

5. Requisitions --- Purchase Orders --- Invoices: Hinkle moved to approve 5A and B. Commission concurred.
    A. ARPA - Enlarged Hepzibah PSD
    B. Vendor List of Payments

6. Exonerations --- Corrective Tickets --- Joint Property Applications: Hinkle moved to approve Exonerations item A as presented. Commission concurred.
    A. Exonerations

7. Consideration of Approval of a Project Fund Requisition for the payment of cost associated with the project to be financed from proceeds of the Series 2019 Bonds issued for the Charles Pointe Economic Opportunity Development District, Series 2021 A & B Development District No. 3 White Oaks Project No. 2) & Series 2008 A (Charles Pointe Project No. 2- North Land Bay Improvements: Hinkle moved to approve 7A. Commission concurred.
    A. Series 2008A - $560.50

8. Review—Discuss—Consider Proposed Application for Relief from Erroneous Assessment related to CED Assessments due and payable for the 2017 Tax Year, 2018 Tax Year, 2019 Tax Year, 2020 Tax Year, 2021 Tax Year, and 2022 Tax Year re: Charles Pointe: Hinkle moved to enter Executive Session with the Assessor, Prosecutor, Council Trey Simmerman and Tom Aman. Simmerman thinks the Commission should not enter Executive Session as it was not on the agenda but carry over to next Agenda. Hinkle voted for. Thomas and Trecost voted against. Motion failed.

9. Review—Discuss FOIA information that the county requested from the City of Bridgeport: Commissioner Thomas stated that Patrick Ford, Bridgeport City Manager, was recently made aware and is gathering the requested information. Discussion held between Commission, Trey Simmerman and Tom Aman.

10. Review—Discuss Payroll Change notice for Robert G. Matheny from Sheriff Robert G. Matheny II: Trey stated opinion is anticipated from Ethics Commission in early February.

11. Review—Discuss—Consider Budget Revisions: Hinkle moved to approve budget revision A – General County. Commission concurred.
    A. General County

12. Review—Discuss—Consider Wolfe Summit Energy:): Hinkle moved to enter Executive Session pursuant to 6-9A-4(b)(9) with David Arnold – Vice President of Wolfe Summit Energy, Curtis Wilkinson – Consultant for Wolfe Summit Energy, Allen Ferree - Assessor and Trey Simmerman – County Attorney. Commission concurred. Hinkle moved to exit Executive Session and enter Regular Session. Commission concurred. Hinkle moved to approve 12A and B and affix signatures. Commission concurred.
    A. PILOT Agreement
    B. Lease Agreement

    (Potential Executive Session Pursuant to 6-9A-4(b)(9) to Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property, Advance Construction Planning, the investment of Public Funds or Other Matters involving Commercial Competition, which if Made Public, Might Adversely Affect the Financial or Other Interest(s) of the County

13. Review—Discuss—Consider Resolution to Apply for Funds from the West Virginia Department of Agriculture for the West Virginia Spay and Neuter Assistance Program: Gina

Jones – Director of Grants, requested authorization to apply for a grant for the West Virginia Spay and Neuter Assistance Program in the amount of $15,000.00. Hinkle moved to approve Resolution to Apply for Funds from the West Virginia Department of Agriculture for the West Virginia Spay and Neuter Assistance Program and affix signatures. Commission concurred.

14. Administrator's Report: NONE

15. Commissioner Comments – Questions: Commissioner Thomas spoke on why she was thankful for the Power Plant progress and thanked those involved.

Hinkle moved to adjourn. Commission concurred.

With no further business to come before the Commission, meeting adjourned.

_____ _____

Susan Thomas, President Date

DRAFT

4-C

Wednesday January 29, 2025

The Commission sat as a Board of Review

Commissioners Susan Thomas and Patsy Trecost II were present. Commissioner David Hinkle was absent. Also present were John Spires, County Clerk and Laura Pysz-Laulis, County Administrator.

Commissioner Thomas opened the Board of Review.

Assessor, Allen Ferree, was present with Deputy Assessors, Dan Dorsey and Steve Galloway. Mr. Ferree had nothing to present. Commissioner Thomas moved to recess until the next Board of Review on February 3, 2025 at 9am. Commission concurred.

DRAFT

_____ _____

Susan Thomas, President Date

_____ _____

David Hinkle, Commissioner Date

_____ _____

Patsy Trecost II, Commissioner Date

5-A

ENVIROCLEAN LLC
PO BOX 550
CLARKSBURG, WV 26302-0550
Phone: 304-623-6770 Fax: 304-623-6775

1/21/2025	11050

Bill To

Town of West Milford
Attn: Todd Somers
PO Box 120
West Milford, WV 26451

P.O. No.	Terms	Date of Service	Job / Project
		1/21/2025	Fire Hydrant Replacem...

Quantity	Description	Rate	Amount
4	Fire Hydrant and Associated Materials Only	4,100.00	16,400.00T
	Note: Upon receiving check for above amount we will order materials for fire hydrant replacement and schedule for installation.		
	Exempt	0.00%	0.00

**** Effective January 1, 2020 all invoices over 30 days past due will be subject to interest of 1.5% per month. ****

Email: EnvirocleanLLC@envirocleanWV.com

Invoice Total	$16,400.00
Payments/Credits	$0.00
Balance Due	$16,400.00

5-B

2022S-2162
C-544730
GREATER HARRISON COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION OF THE PUBLIC SERVICE DISTRICT BOARD APPROVING INVOICES RELATING TO SERVICES FOR THE RT 20 QUIET DELL PLANT AND SEWER EXTENSION PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Greater Harrison County Public Service District has reviewed the invoices attached hereto and incorporated herein by referenced relation to the funds provided by the DEP Clean Water State Revolving Fund ("SRF") Debt Forgiveness as well as WV Infrastructure Jobs and Development Council ("IJDC") Loan and Grant, Economic Enhancement Grant ("EEG") and EEG Overrun Grant, and Harrison County Commission ARPA monies dedicated and find as follows:

a) That none of the items for which payment is proposed to be made has been requested from another funding source

b) That each item for which the payment is proposed to be paid is or was necessary in connection with the project and constitutes a Cost of the project.

c) That each of such costs has been otherwise properly incurred.

d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED the Greater Harrison County PSD has hereby authorized and directed the payment of the attached invoices which comprise ARPA #15 as follows:

Vendor	Total	CWSRF Debt Forgiveness	WVIJDC District 1 Grant	WVIJDC District 1 Loan	Enhacement Grant	Harrison County ARPA
JD Utility Services	$ 2,500.00	$ -	$ -	$ -	$ -	$ 2,500.00
C. Morgan Haymond	$ 9,450.00	$ -	$ -	$ -	$ -	$ 9,450.00
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 11,950.00	$ -	$ -	$ -	$ -	$ 11,950.00

ADOPTED BY the Greater Harrison County Public Service District, at the board meeting held January 16, 2025:

By: _____

Its: Chairman

5-C

SUN VALLEY PUBLIC SERVICE DISTRICT

IJDC No. 2022S-2148

Resolution #6

RESOLUTION OF THE SUN VALLEY PUBLIC SERVICE DISTRICT APPROVING INVOICES RELATING TO ACQUISITION AND CONSTRUCTION AND OTHER SERVICES FOR THE PROPOSED IIIA SEWER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Sun Valley Public Service District has reviewed the invoices attached hereto for the the construction of the IIIA Sewer Project funded by WV Infrastructure and Jobs Deveopment Council ("IJDC") grants & Harrison County ARPA, and find as follows:

a) That none of the items for which payment is proposed to be made has been requested from another funding source

b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.

c) That each of such costs has been otherwise properly incurred.

d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED the Sun Valley PSD by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	IJDC Grant	ARPA	EEG
Thrasher Group	$ 8,163.28		$ 8,163.28	
JD Utilities	$ -	$ -	$ -	
Pro Contracting	$ 154,835.76	$ 154,835.76	$ -	$ -
	$ -	$ -		
	$ -	$ -		
Total	$ 162,999.04	$ 154,835.76	$ 8,163.28	$ -

ADOPTED BY the Sun Valley Public Service District this 14th day of January 2025

By: _____

Its: Chairman

_____

Board Member

5-D

Date of Meeting	February 5, 2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement F		
911 Center	Pace Shredding	Shredding Service			$43.00				
911 Center	Harrison Rural Electric	Power Bill		$3,060.38					
911 Center	Mon Power	Fire Fighter Training Building							$235.63
911 Center	Lowes	Fan			$56.99				
911 Center	Frontier	911 Service/Taylor County		$802.39					
911 Center	APCO International (2)	Training		$70.00					
911 Center	Premier Construction Group	New Lighting for Lost Creek Tower			$9,360.00				
911 Center	Canon Financial	Copier Rental		$118.08					
911 Center	EIP Holdings	Lease Payment for Grafton Tower							$1,000.00
911 Center	When to Work	Online Employee Schelduling Service		$715.00					
911 Center	Frontier	Backup Data Circuit for PK Tower		$766.00					
911 Center	Hart Office Solutions	Ink for Printers		$412.58					
911 Center	APCO International	Trainings		$105.00					
911 Center	EMCOR	HVAC Monthly Agreement for Grafton Tower							$998.38
911 Center	EMCOR	HVAC Monthly Agreement for JSJOC Charles Pointe		$815.42					
911 Center	A-1 Exterminating	Pest Control			$75.00				
911 Center	US Cellular	Cell Phone			$365.28				
911 Center	LOWES (2)	Cleaning Supplies			$177.70				
911 Center	The Water Shop (2)	Water Service			$97.50				
911 Center	Mountain State ESC	CPR Training for Dispatch		$900.00					
911 Center	Frontier	911 Center Phone Bill		$4,982.85					
911 Center	Mon Power	Salem Tower							$518.55
911 Center	Mon Power	Shinnston Tower							$785.47
911 Center	Frontier	Phone Service		$2,835.08					
911 Center	State Electric	Light Bulbs			$60.42				
911 Center	Mountain State ESC	CPR Training for Dispatch			$60.00				
Animal Control	James & Law	Notary Stamp			$28.95				
Animal Control	Hope Gas	Gas Bill			$984.81				
Animal Control	Fisher Auto Parts	AC Filter			$8.65				
Animal Control	Fisher Auto Parts	Battery			$192.95				
Animal Control	Frontier	Phone Service			$181.24				
Animal Control	Liberty Distributors	Black Trash Bags Restock			$216.33				
Animal Contol	Mon Power	Power			$302.12				
Animal Control	Harry Green Chevrolet	Truck Repairs			$316.69				
Animal Control	US Bank	New Printer			$951.91				

Date of Meeting	February 5, 2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Animal Control	US Bank	Crates & Supplies			$592.65				
Animal Control	Enterprise Sanitations	Trash for November and December			$398.07				
Animal Control	US Cellular	Phone Bill			$121.40				
Animal Control	Audubon Animal Clinic	3 Vet Trips			$645.72				
Animal Control	Midwest Vet	Restock			$7,419.59				
Assessor	Gates Suuply	Inkjet Bond Paper	$157.36						
Assessor	Visual Edge IT	Ink	$698.97						
Assessor	Frontier	Phone Service	$72.53						
Circuit Clerk	Stationers	Office Chair	$476.00						
Circuit Clerk	WV Association of Counties	Circuit Clerk Dues	$300.00						
Circuit Clerk	Truist	Daily Wall Calendars	$20.75						
Commission	Town of Nutter Fort	Water and Sewer	$897.05						
Commission	Glen Elk Iron	December 2024 Gym Memberships	$256.00						
Commission	Pace Shredding	Shredding Service	$287.00						
Commission	Clarksburg Water Board	633 West Pike Street	$118.98						
Commission	James & Law	Legal Paper and Stamp pads	$1,153.80						
Commission	A-1 Exterminating	Pest Control - 4 Locations	$563.25						
Commission	Advantage Technology	Monthly agreement	$4,230.00						
Commission	Hope Gas	3 locations	$2,172.85						
Commission	Canon Financial Services	Copier Rental	$1,180.76						
Commission	WM Corporate Svcs	Trash	$1,034.20						
Commission	Unifirst	Rugs	$161.68						
Commission	Pitney Bowes Global	Mail Machine Lease	$2,271.84						
Commission	Hart Office Solutions	Copier Rental	$51.88						
Commission	Mon Power	2 Locations	$26,123.97						
Commission	Hart Office Solutions	Copier Rentals	$639.70						
Commission	Code Books	Matthew Bender & Co	$5,255.65						
Commission	EMCOR	New pumps for Annex	$6,747.00						
Commission	The Water Shop	Water for Commission, Planning and Maintenance	$90.00						
Commission	Visual Edge IT	Toner and Copier Rentals	$1,210.40						
Commission	Frontier	Phone Bill	$22.00						
Commission	Thompson Reuters	Online Subsription	$1,162.40						
Commission	WV Division of Labor	Elevator inspection	$90.00						
Commission	US Cellular	Phone Bill	$2,965.69						
Commission	US Bank	Greater Harrison PSD-Quiet Dell School Water	$41.37						

Date of Meeting	February 5, 2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Commission	Steptoe & Johnson	Charles Pointe Bond Restrusture Proceedings	$23,560.00						
Commission	Rick Roberts	Fuel	$19.50						
Commission	Jeff Petroski	Wellness	$21.40						
Commission	Vertical Transport Consulting	Annual inspection s	$1,654.09						
Commission	Mon Power	General Service Building	$12,506.19						
Commission	Charter Communications	Internet for Extension Office	$389.96						
Commission	US Bank	Indeed.com - Sponsoring Jobs	$500.72						
Commission	US Bank	Annual Fees for Paper Statement	$48.00						
Commission	Unifirst	Weekly Rugs	$196.30						
Commission	Visual Edge IT	Copier Rental for Planning Dept	$280.82						
Commission	MPB Printing	Commission Letterhead Restock	$804.00						
Commission	Susan Dew Hoff Memorial Clinic	3rd quarter allottment			$17,750.00				
Commission	Canon Financial Services	9 Copier Leases	$1,801.08						
Commission	Queen City Business	3 invoices	$3,386.28						
Commission	US Cellular	Phone Bill	$2,799.60						
Commission	City Of Clarksburg	Annual Fire Fees	$17,209.98						
Commission	Hope Gas	Feb Service	$1,285.42						
Commission	Lumberport VFD	Reimbursement from allotment	$19,356.08						
Commission	EMCOR	Installation of New Coil	$14,135.00						
Commission	Frontier	Phone Service	$739.22						
Commission	Goldman Associates	Appraisal for UI	$6,000.00						
Commission	Mon Power	Service at County lot, Pike and Main St.	$1,780.19						
Commission	Chem- Aqua	Water Treatment Program	$310.14						
Commission	Mon Power	VA Rails to Trails	$154.53						
Commission	The Exponent Telegram	Legal Ad for Board of Equal & Review	$19.10						
Commission	Pitney Bowes Global	Postage	$10,712.85						
Commission	Exponent Telegram	Advertising	$17,329.40						
Commission	David Bruce Romine	Placing farm in Farmland Protection							$250,000.00
Commission	Richard Edison Law	Placing farm in Farmland Protection							$300,000.00
Community Corrections	US Bank	Galls & Amazon				$332.34			
Community Corrections	Alcohol Monitoring	SCRAM Calibration Fee				$100.00			

Date of Meeting	February 5, 2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Community Corrections	BestNotes	Montly EMR Subscription				$582.00			
Community Corrections	OpAns, LLC	Samples				$9,700.00			
Community Corrections	James & Law	Office Supplies				$381.60			
Community Corrections	US Cellular	Cell Phone Bill				$550.03			
Community Corrections	Canon Financials	Copier lease				$200.11			
Community Corrections	Division of West Virginia Justice & Community Services	LS/CMI usage				$60.00			
Community Corrections	Central WV Transit Authority	Client Bus Pass				$600.00			
Community Corrections	Alcohol monitoring	SCRAM Calibration Fee				$200.00			
Community Corrections	State Eletric Supply Co	Door Controller Software Update				$1,928.27			
Community Corrections	Mountainside Medical Equipment	UA Supplies				$60.00			
Community Corrections	West Virginia DMV	Remittance for Safety & Treatment Programs (DUI)				$3,125.00			
Community Corrections	Alcohol monitoring	SCRAM Daily Monitoring Fees				$1,898.64			
Community Corrections	Solid Ground Therapy Services	Social Work Licensure				$200.00			
Community Corrections	Alcohol Monitoring	SCRAM Calibration Fee				$50.00			
Community Corrections	Micro Distributing	Lab Tests				$3,400.00			
Community Corrections	WV DOT/DMV	Safety & Treatment Program				$250.00			
Community Corrections									
Community Corrections	Unisafe, inc	Gloves for Unine Analysis Screenings				$484.90			
Community Corrections	Micro Distributing	Lab Confirmations and Screen Supplies				$55,719.35			
Community Corrections	Buddi US LLC	Home Incarceration Daily Monitoring Fees				$3,636.60			
Community Corrections	US Bank	Amazon.com - Printer and Scanner				$1,128.99			
County Clerk	Casto & Harris	Recording Paper	$2,199.50						
County Clerk	Exponent Telegram	Legal ad	$2,096.75						
County Clerk	AJ - Allegheny Systems	Increase height of basement filing systems							$16,500.00
County Clerk	Amazon	Monitors	$167.28						
County Clerk	Champion Industries	Fax Toner	$65.75						
County Clerk	The Water Shop	Water	$60.00						
County Clerk	Amazon	Office Supplies	$21.16						
County Clerk	Champion Industries	Toner	$65.75						
County Clerk	Amazon	Monitors	$669.04						

Date of Meeting	February 5, 2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Courthouse Security	The Water Shop	Water			$29.00				
Courthouse Security	Trapuzzano's	Jackets			$520.56				
Courts	The Water Shop	Water for Judges	$99.00						
Courts	The Water Shop	Family Court Water	$33.00						
Courts	The Water Shop	Magistates Clerk Water	$21.00						
Courts	The Water Shop	Magistrate Mike Weiss Water	$12.00						
Day Report Center	Pace Shredding	Shedding Services				$86.00			
Extension Office	John Wickline	Mileage Reimbursement	$412.32						
Extension Office	Uline	Vacuum	$365.00						
Fire Department	Johnson Fire Equipment	Summit Park Equipment	$26,481.00						
Garage	Toothman Ford	Deductible for warranty work	$379.95						
Garage	Wholesale Tire	Tire Restock	$2,458.00						
Garage	Chenoweth Ford	Brakes, Rotors, Axles	$1,535.08						
Garage	Fisher Auto Parts	4 invoices	$212.70						
Garage	Lowes	New Gloves	$25.62						
Garage	Lockard's Inc	Parts for Rail Trail UTV	$2,258.96						
Garage	Wholesale Tire	Tire Restock	$1,182.40						
Garage	Whaley Distributing	Shop Supplies	$1,211.73						
Garage	Sandy's True Value	Washers, antifreeze, screws, clamps	$72.47						
Garage	Fisher Auto Parts	Oil, Filters, hoses, brakes	$483.48						
Garage	Chenoweth Ford	Battert, Brakes, and Rotors	$1,150.13						
Garage	Amtower Auto Supply	Restock	$432.20						
Garage	Amtower Auto Supply	Rail Trail UTV	$58.33						
Grants	Audubon Animal Clinic	December Spay & Neuter - Best Friends Grant			$2,624.28				
Grants	The Tractor Guys	2 Rangers	$76,780.00						
Grants	Recon Power Bikes	2 Interceptor Power Bikes with Light & Siren Kits & Police Rack Bags	$10,052.00						
Home Confinement	Canon Financial	Copier Rental							$118.08
IT	Amazon.com	HDMI Adapters	$49.99						

Date of Meeting	February 5, 2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Law Enforcement	Truist	Hall and Law Enforcement	$686.24						
Law Enforcement	Hart Office Solutions	Fuser Maintenance Kit	$260.00						
Law Enforcement	Royal Glass	Gym Mirrors							$5,583.99
Law Enforcement	Trapuzzano's	Shingleton Grey Trousers - Clip on tie	$301.03						
Law Enforcement	Theodore A Glance	Employee Evaluations	$2,950.00						
Law Enforcement	Sitchie	Supplies for Evidence	$276.16						
Law Enforcement	Us Cellular	Phone Bill	$2,906.06						
Law Enforcement	Galls	K9 Handlers Comm Barr	$19.56						
Law Enforcement	TLG Printing	Business Cards for E Kesling	$30.00						
Law Enforcement	Optimum	LE Phone service	$156.02						
Law Enforcement	Roger King	Food for K9	$74.89						
Law Enforcement	Robin's Perfect Fit	Replace Zipper	$24.00						
Law Enforcement	Scott Lattea	Uniform Shoes	$59.99						
Law Enforcement	Hart Office Solutions	Color Toner	$1,140.00						
Law Enforcement	Trapuzzano's	Shirts	$405.00						
Law Enforcement	Sirchie	Supplies for Evidence	$175.98						
Law Enforcement	At&t	LPR & Equipment	$120.72						
Law Enforcement	TLG Printing	Business Cards for Mallow, Sheriff, & Bartlett	$85.00						
Magistrates	West Virginia Paging	Pagers							$81.00
Maintenance	State Electric Supply Company	Fuse Plugs	$42.00						
Maintenance	US Bank	Home Depot- Heater, Walmart - Keurig & Dick's Sporting Goods- Treadmills	$2,304.91						
Maintenance	RD Wilson	Ice Melt	$1,233.58						
Maintenance	Fisher Auto Parts	Supplies for Courthouse Lift	$75.39						
Maintenance	Lowes	Salt Spreader	$189.05						
Maintenance	Whaley's	Rock Salt	$783.02						
Maintenance	LOWES	Supplies	$317.59						
Maintenance	Sandy's	Snow Shovels	$66.48						
Maintenance	State Electric Supply Company	Fuse Plugs	$38.00						
Maintenance	US Bank	Menards	$79.99						
Maintenance	Sandy's	Courthouse 5th Floor Bathroom Supplies	$211.32						
Maintenance	Liberty Distributors	Supplies Restock	$2,355.33						
Maintenance	RD Wilson	Supplies Restock	$230.34						
Maintenance	Uline	New Flag	$255.46						

Date of Meeting	February 5, 2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
OEM	US Bank	Pizza for snowed in Dispatchers			$212.44				
OEM	Canon Financial	Copier Lease			$200.10				
Parks & Rec.	M&M Septic	Porta Potty rental			$185.50				
Parks & Rec.	Fisher Auto	New Battery			$149.97				
Parks & Rec.	Sandy's	Supplies			$176.04				
Parks & Rec.	State Electric Supply	Supplies			$230.93				
Parks & Rec.	Central Supply	Items for ground maintenance			$305.50				
Parks & Rec.	Marsh	Sprayer			$79.49				
Parks & Rec.	Steve's Cabinet Millwork	Re-Key P&R Buildings			$408.57				
Parks & Rec.	First Citizens Bank (2)	Copier rental			$356.04				
Parks & Rec.	La-Jon, Inc (Hobart)	repairs to ovens			$718.92				
Parks & Rec.	Lowes (2)	Cleaning Supplies/Shop Vac			$441.03				
Parks & Rec.	Canon Financial	Copier rental			$118.08				
Parks & Rec.	Unifirst	Rugs			$33.46				
Parks & Rec.	Cross Entertainment	Wrestling Event 02-08-2025			$2,000.00				
Parks & Rec.	Truist	CorelDRAW Subscription			$287.83				
Parks & Rec.	Pace Shredding	Shredding Service			$43.00				
Parks & Rec.	Mon Power	Spelter Ball Park			$30.52				
Parks & Rec.	Hope Gas	Complex - Gas Bill			$50.27				
Parks & Rec.	Enterprise Sanitation	Trash for November and December			$536.37				
Parks & Rec.	Mon Power	4 Park locations			$52.09				
Parks & Rec.	Charter Communications	Internet for Rec Complex			$377.86				
Planning Dept.	Aspen Technologies	Annual Maint & Support	$941.47						
Planning Dept.	Smallwood Company	Dumpster Rentals	$1,228.34						
Planning Dept.	Bestitle Title Agency	Title and deed fees for Farmland Protection	$1,000.00						
Process	US Cellular	Phone Bill	$179.58						
Process	Skasiks	Dry Cleaning	$104.00						
Pros. Atty	AT & T	Phone bill	$274.26						
Pros. Atty	Truist	Credit Card Charges	$2,961.78						
Pros. Atty	AT&T Mobility	Phone Service	$137.13						
Pros. Atty	James & Law	Furniture	$8,853.00						
Senior Center	Chem- Aqua	Water Treatment Program			$275.00				

Date of Meeting	February 5, 2025	Invoice - Quote							
Department Name	Vendor Name	Description Note	General County Fund	E-911	Vital Services Levy Fund	Community Corrections	Community Improvement Fund	ARPA Fund	Other as Needed
Sheriff & Treasurer	Sheriff & Treasurer	Two Conterfeit 20s	$40.00						
Sheriff & Treasurer	Trusit	Various Charges	$94.09						
Sheriff & Treasurer	Schwaab, inc	Stamps	$281.47						
Special Projects	Town of West Milford	ARPA - Fire hydrant Project						$16,400.00	
Special Projects	Greater Harrison PSD	ARPA - Quiet Dell Sanitary Sewer Extension						$11,950.00	
Special Projects	Sun Valley PSD	ARPA - Phase IIIA Wastewater Collection Systems						$8,163.28	
Staging	The Water Shop	Water	$18.00						
			$362,530.75	$15,582.78	$50,849.82	$84,673.83	$0.00	$36,513.28	$575,821.10
					Grand Total :	$1,125,971.56			

COMMISSIONER'S SIGNATURE

COMMISSIONER'S SIGNATURE

COMMISSIONER'S SIGNATURE

PA 707

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 05th day of February, 0025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **HUSKI ENTERPRISES LLC** whose address is, PO BOX 39 BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **19206** on **06 Trailer & 21 Trailer**, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **19206**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2006 Flatbed Trailer & the 2021 Dorsey Trailer. Exonerate a value of 19206 at a class 3 rate of levy to correct the overcharge. Cancel this ticket and mark improper for the tax year.

District: **15 - SIMPSON-OUTSIDE**
Account No. **3072000**
Ticket No. **619743**
Tax Year **2023**
Parcel ID:

Amount Exonerated: $447.12

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ATTEST: County Clerk

ORDER ENTERED TO STATE AUDITOR

ASSESSOR

PP 708

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 05th day of February, 0025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **HUSKI ENTERPRISES LLC** whose address is, PO BOX 39 BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **21127** on **06 Trailer & 21 Trailer**, Class **3/4** in **SIMPSON-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **21127**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2006 Flatbed Trailer & 2021 Dorsey Trailer. Exonerate a value of 21127 at a class 3 rate of levy to correct the overcharge. Cancel this ticket and mark improper for the tax year.

District: **15 - SIMPSON-OUTSIDE**
Account No. **3072000**
Ticket No. **419800**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $484.65

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

PP 709

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 05th day of February, 0025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **LISTER PAUL G & LYDA A** whose address is, 101 OHIO AVE NUTTER FORT, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **24060** on **2005 GMC**, Class **3/4** in **CLARK-NUTTERFORT**, Harrison County, West Virginia, which should have been assessed at **4935**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **19125**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error was assessed at an incorrect value for the 2005 GMC. Exonerate a value of 19125 at a class 4 rate of levy to correct the overcharge.

District: **04 - CLARK-NUTTERFORT**
Account No. **1825396**
Ticket No. **400000080**
Tax Year **2024**
Parcel ID:

Amount Exonerated: $581.40

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

PP 710

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 05th day of February, 0025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **JOHNSON JESSICA B** whose address is, 800 SHANNON RD BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **26805** on **2021 MER GLC**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **26805**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2023**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2021 Merc GLC. Vehicle is titled in WV but taxed in Virginia. Cancel this ticket and mark improper for the tax year.

District: **16 - SIMPSON-BRIDGEPORT**
Account No. **3067242**
Ticket No. **622929**
Tax Year **2023**
Parcel ID:

Amount Exonerated: $816.16

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

~~PP703~~
PP711

EXONERATIONS

STATE OF WEST VIRGINIA **COUNTY OF HARRISON**

Personal Property

At a regular term of the County Commission of Harrison County, West Virginia, held at the Courthouse of said County, Commissioners

David Hinkle **Susan J. Thomas** **Patsy Trecost II**

On the 15th day of January, 2025 issued the following order, which was made and entered, to-wit:

Upon application of RTORCHIA for **PADGETT TYLER S & ALLISON M (ASH)** whose address is, 81 PARADISE LN WEST MILFORD, WV 26451, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **20070** on **2022 Subaru & 2007 Ford** , Class **3/4** in **UNION-WEST MILFORD**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **20070**. The Commission therefore, orders that the said applicant be and is hereby exonerated from the said erroneous assessment and from the payment of the taxes so assessed, in and for the year **2024**, if the same has not been paid, and if it has been paid, that the Sheriff refund the same to them.

The commission certifies the following facts upon which it grants said relief:

The above mentioned taxpayer in error reported the 2022 Subaru & 2007 Ford. Exonerate a value of 20070 at a class 4 rate of levy to correct the overcharge. Cancel this ticket and mark improper for the tax year. Supplement writting for Allison on this account, Tyler assessed on #3089724.

District: **21 - UNION-WEST MILFORD**
Account No. **3078600**
Ticket No. ~~**3078600**~~ 429824
Tax Year **2024**
Parcel ID:

Amount Exonerated: $560.76

PRESENT: Prosecuting Attorney
(or)
PRESENT: Tax Commissioner

APPROVED: President, County Commission

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR

7-A

FORM OF REQUISITION
FOR PAYMENT FROM SERIES A
ADMINISTRATIVE EXPENSE FUND

The County Commission of Harrison County
(West Virginia)
Tax Increment Revenue and Refunding Bonds
(Charles Pointe Project No. 2- North Land Bay Improvements)
Series 2008 A

To: UMB Bank
120 South Sixth Street Suite 1400
Minneapolis, MN 55402

REQUISITION FOR PAYMENT NO. (02/05/25)

THE COUNTY COMMISSION OF HARRISON COUNTY (the "Issuer"), by its duly Authorized Representatives, hereby certifies, in connection with this Requisition for Payment from Series A Administrative Expense Fund (the "Requisition") under a Development Agreement for the above captioned bonds (the "Series 2008 A Bonds"), dated March 5, 2008 (the "Development Agreement") between the Issuer and the Developer, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Development Agreement or the Indenture of Trust for the Series 2008 A Bonds, dated March 5, 2008 as supplemented and amended (the "Series 2008 A Trust Indenture") between the Issuer and UMB Bank as substitute trustee under the Series 2008 A Trust Indenture.

2. The amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund is necessary to pay Administrative Expenses incurred during the preceding six month period.

3. The amount requested to be disbursed from the Series A Administrative Expense Fund by this Requisition: (a) is a portion of the Administrative Expenses authorized for funding under the Series 2008 A Trust Indenture and Development Agreement, and (b) is an authorized expenditure under the Project Plan and the Act.

4. The total amount requested to be transferred from the Revenue Fund to the Series A Administrative Expense Fund pursuant to this Requisition is **$427.50**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **$427.50** As set forth in the invoices attached hereto, of the total amount of such disbursement:

(a) $ -0- is to be paid to the Developer as reimbursement to the Developer for an invoice or statement previously paid by the Developer to an entity that is not affiliated with the Developer; and

(b) **$427.50** is to be paid to a third party payee that is not affiliated with the Developer or on a joint basis to the Developer and such a third party payee with respect to an expense previously incurred.

In either event, the amount set forth herein is supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Representative this **5th day of February, 2025.**

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

Schedule I
to Requisition

Copies of Invoices or Statements
(Attached)

MuniCap, Inc.	Invoice #012025-098	Dated: 01/28/25	$ 427.50
		Total	**$ 427.50**

INVOICE

MuniCap, Inc.
Suite 210
8965 Guilford Road
Columbia, MD 21046

Invoice Date	Invoice #
1/28/2025	012025-098

Balance Due $427.50

Remit check to: or **Wire Instructions:**

MuniCap, Inc.
8630 M Guilford Road #263
Columbia, MD 21046

Our banking info has changed:
Fulton Bank, N.A.
9151 Baltimore National Pike
Ellicott City, MD 21042
(410) 418-8500

ABA Routing No.: 031 301 422
To the account of: MuniCap, Inc.
Account No.: 00 082 362 31

Bill To:

The County Commission of Harrison County
ATTN: Susan Thomas, President
229 South 3rd Street
Clarksburg, WV 26301

Project: Charles Pointe Series 2008 — 1394

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice Date 1/28/2025

Invoice # 012025-098

MuniCap, Inc.
Suite 210
8965 Guilford Road
Columbia, MD 21046

Terms	Client #
Net 30	1394

Project: Charles Pointe Series 2008

Item	DATE	Description	Hrs	Amount
Proj Mgr (SAM)	12/5/2024	File collections sources received.	0.25	53.75
Sr Assoc (MS)	12/10/2024	Prepare account statements for updating account reconciliation.	0.25	50.00
Proj Mgr (SAM)	12/19/2024	Update account reconciliation file with November activity.	0.5	107.50
Proj Mgr (SAM)	12/26/2024	Review information required related to developer's report.	0.25	53.75
Sr Assoc (MMM)	12/26/2024	Provide follow-up regarding management of project tasks and reports in project management software program.	0.25	50.00
Director (JLA)	12/31/2024	Assist with identification and provision of material information related to on-going compliance.	0.5	112.50
		Subtotal Fees:		427.50

EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge.

Total **$427.50**

PK/SAM

Billing Inquiries? Call (443) 539-4104

E

7-B

REQUISITION FOR PAYMENT FROM
SERIES 2019 C EXCISE TAX BONDS PROJECT FUND

$17,600,000
The County Commission of Harrison County
Junior Subordinate Special District Excise Tax Revenue and Improvement Bonds,
Series 2019 C
(Charles Pointe Economic Opportunity Development District)

REQUISITION FOR PAYMENT NO. 39

The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), the Charles Pointe Economic Opportunity Development District Board (the "District Board") and Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "Developer") by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2019 C Excise Tax Bonds Project Fund (the "Requisition") under an Indenture of Trust, dated as of August 16, 2019 (the "Original Indenture"), between the Issuer and Wilmington Trust, N.A. ("Wilmington Trust"), a First Supplemental Indenture of Trust for the above captioned Bonds (the "Series 2019 C Excise Tax Bonds"), dated as of August 16, 2019 (the "First Supplemental Indenture" and together with the Original Indenture, the "Indenture") between the Issuer and Wilmington Trust, a Development Agreement, dated August 16, 2019 (the "Development Agreement"), by and among the Issuer, the Developer, the District Board and Charles Pointe Crossing, LLC (the "Site Developer"), and an Instrument of Removal, Acceptance and Appointment, dated June 21, 2022, and made effective as of July 15, 2022, by and between Issuer and Wilmington Trust, wherein UMB Bank, N.A. (the "Trustee") was named as successor trustee, that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture and in the Development Agreement.

2. This Requisition requests credit for Costs of the Project previously paid by the Developer or the Site Developer for a portion of the principal amount and purchase price of the Series 2019 C Excise Tax Bonds for a cost which constitutes an allowable expenditure under the EODD Act, the Project Plan, the Indenture and the Development Agreement.

3. The total amount requested to be credited to the purchase price of the Series 2019 C Excise Tax Bonds pursuant to this Requisition is $8,301,398.40 as more particularly described in **Schedule I** attached hereto and made a part hereof. The amounts set forth herein and in **Schedule I** attached hereto are supported by the attached copies of invoices or statements.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer, by the District Board and by the Developer by their duly Authorized Officers this _____, 2025.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CHARLES POINTE ECONOMIC OPPORTUNITY
DEVELOPMENT DISTRICT BOARD

By: _____
Its Chairman

GENESIS PARTNERS, LIMITED PARTNERSHIP

By: Realcom, Inc., its Managing General Partner

By: _____
James A. Corton, President of Realcom, Inc.

RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE

Robert F. Stuart, Director of Planning/Engineering, Genesis Partners, Limited Partnership, as Resident Project representative for the Residual Project, hereby certifies that the portion of the Project Plan for which payment has been made by Developer or Site Developer and which is requested to be credited to a portion of the principal amount and purchase price of the Series 2019 C Excise Tax Bonds has been constructed in accordance with the plans and specifications therefore and such costs have not been the subject of a previous requisition by the District Board and the Developer.

RESIDENT PROJECT REPRESENTATIVE

By: _____
Name: Robert F. Stuart
Title: Resident Project Representative

Schedule I
to Requisition

CREDIT FOR COSTS OF THE PROJECT PAID
BY DEVELOPER OR SITE DEVELOPER

(1) Total Amount of credit requested pursuant to this Requisition: $8,301,398.40

(2) Costs of the Project Paid by Developer or Site Developer:

	Vendor	Description of Expense	Date of Payment	Amount
1.	Genesis Partners, Limited Partnership	Developer Reimbursements (Qualified Project Expenditures)	January 17, 2025	$8,301,398.40
2.				
3.				
TOTAL				$8,301,398.40

The items listed as having been paid by the Developer or Site Developer are supported by the attached copies of invoices or statements and proof of payment.

Schedule I
to Requisition
(continued)

Copies of Invoices or Statements
and Proof of Payment by Developer or Site Developer
(Attached)

Genesis Partners, LP

PO Box 1000
Bridgeport, WV 26330

Invoice

Date	Invoice #
1/17/2025	39

Bill To

Charles Pointe Economic Opportunity Dev.
% Harrison County Commission
301 W. Main St.
Clarksburg, WV 26301

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	RFP #39 Developer Reimbursements (Qualified Expenditures)	8,301,398.40	8,301,398.40
		Total	$8,301,398.40

DEVELOPER REIMBURSEMENTS

Date of Invoice/Statement	Date Paid	Check #	Payee	Amount
11/30/2024	12/23/2024	3802	Civil & Environmental Consultants, Inc.	$ 30,218.10
12/20/2024	12/23/2024	3802	Civil & Environmental Consultants, Inc.	$ 34,315.05
12/31/2024	1/13/2025	3831	Civil & Environmental Consultants, Inc.	$ 43,963.47
11/5/2024	12/23/2024	3804	Laurita, Inc.	$ 108,576.00
12/10/2024	12/23/2024	3803	Laurita, Inc.	$ 380,628.00
12/30/2024	1/13/2025	3832	Laurita, Inc.	$ 616,241.78
12/20/2024			Charles Pointe Nature Conservancy	$ 7,087,456.00
TOTALS				**$ 8,301,398.40**

AUTHORIZING RESOLUTION AND ORDER OF
THE COUNTY COMMISSION OF HARRISON COUNTY

A RESOLUTION AND ORDER AUTHORIZING THE EXECUTION AND DELIVERY OF THE SECOND SUPPLEMENTAL INDENTURE OF TRUST BY AND BETWEEN THE COUNTY COMMISSION OF HARRISON COUNTY AND UMB BANK, N.A., AS SUCCESSOR TRUSTEE (THE "SECOND SUPPLEMENTAL INDENTURE") SUPPLEMENTING AND AMENDING THE INDENTURE OF TRUST BY AND BETWEEN THE COUNTY COMMISSION OF HARRISON COUNTY AND WILMINGTON TRUST, N.A., AS PRIOR TRUSTEE, DATED AUGUST 16, 2019 (THE "ORIGINAL INDENTURE") PERTAINING TO THE COUNTY COMMISSION OF HARRISON COUNTY JUNIOR SUBORDINATE SPECIAL DISTRICT EXCISE TAX REVENUE AND IMPROVEMENT BONDS, SERIES 2019 C (CHARLES POINTE ECONOMIC OPPORTUNITY DEVELOPMENT DISTRICT) (THE "SERIES 2019 C EXCISE TAX BONDS") AND APPROVING OTHER MATTERS WITH RESPECT TO SUCH SERIES 2019 C EXCISE TAX BONDS.

WHEREAS, The County Commission of Harrison County, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), duly and officially adopted and entered of record on August 7, 2019, a Bond Authorizing Resolution and Order (the "Order"), captioned as follows:

A RESOLUTION AND ORDER AUTHORIZING AND DIRECTING THE CURRENT REFUNDING AND REDEMPTION IN FULL OF THE COUNTY COMMISSION'S OUTSTANDING SPECIAL DISTRICT EXCISE TAX REVENUE BONDS, SERIES 2015 A AND SERIES 2015 B (THE "SERIES 2015 EXCISE TAX BONDS"); AUTHORIZING THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONAL DEVELOPMENT EXPENDITURES IN THE CHARLES POINTE ECONOMIC OPPORTUNITY DEVELOPMENT DISTRICT (THE "EXCISE TAX DISTRICT"); AUTHORIZING THE ISSUANCE OF ITS NOT TO EXCEED $45,000,000 AGGREGATE PRINCIPAL AMOUNT OF SPECIAL DISTRICT EXCISE TAX REVENUE, REFUNDING AND IMPROVEMENT BONDS, SERIES 2019 A (CHARLES POINTE ECONOMIC OPPORTUNITY DEVELOPMENT DISTRICT) (THE "SERIES 2019 A EXCISE TAX BONDS") TO PAY THE COSTS OF CERTAIN SITE DEVELOPMENT WITHIN THE EXCISE TAX DISTRICT, TO FUND A RESERVE FUND FOR THE SERIES 2019 A EXCISE TAX BONDS, TO PAY CAPITALIZED INTEREST ON THE SERIES 2019 A EXCISE TAX BONDS, AND TO PAY THE COSTS OF ISSUANCE OF THE SERIES 2019 A EXCISE TAX BONDS AND RELATED COSTS;

AUTHORIZING ITS NOT TO EXCEED $22,000,000 AGGREGATE PRINCIPAL AMOUNT OF SUBORDINATE SPECIAL DISTRICT EXCISE TAX REVENUE AND IMPROVEMENT BONDS, SERIES 2019 B (THE "SERIES 2019 B EXCISE TAX BONDS") TO FINANCE THE CURRENT REFUNDING AND REDEMPTION IN FULL OF THE OUTSTANDING SERIES 2015 EXCISE TAX BONDS, TO FUND A RESERVE FUND FOR THE SERIES 2019 B EXCISE TAX BONDS, TO PAY CAPITALIZED INTEREST ON THE SERIES 2019 B EXCISE TAX BONDS AND TO PAY COSTS OF ISSUANCE OF THE SERIES 2019 B EXCISE TAX BONDS AND RELATED COSTS; AUTHORIZING ITS NOT TO EXCEED $17,600,000 AGGREGATE PRINCIPAL AMOUNT OF JUNIOR SUBORDINATE SPECIAL DISTRICT EXCISE TAX REVENUE AND IMPROVEMENT BONDS, SERIES 2019 C (THE "SERIES 2019 C EXCISE TAX BONDS" AND COLLECTIVELY WITH THE SERIES 2019 A EXCISE TAX BONDS AND THE SERIES 2019 B EXCISE TAX BONDS, THE "SERIES 2019 EXCISE TAX BONDS"), TO FINANCE COSTS OF THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF ADDITIONAL DEVELOPMENT EXPENDITURES WITH RESPECT TO THE EXCISE TAX DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2019 EXCISE TAX BONDS, THE REDEMPTION OF THE SERIES 2015 EXCISE TAX BONDS AND THE FINANCING OF ADDITIONAL DEVELOPMENT EXPENDITURES IN THE EXCISE TAX DISTRICT, INCLUDING BUT NOT LIMITED TO THE SERIES 2019 EXCISE TAX BONDS, AN INDENTURE OF TRUST, A FIRST SUPPLEMENTAL INDENTURE OF TRUST, A DEVELOPMENT AGREEMENT, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A PREPAYMENT AGREEMENT AND OTHER DOCUMENTS, AGREEMENTS AND CERTIFICATES RELATING THERETO; AUTHORIZING THE DISTRIBUTION OF A LIMITED OFFERING MEMORANDUM FOR THE SERIES 2019 A EXCISE TAX BONDS AND THE SERIES 2019 B EXCISE TAX BONDS; PROVIDING PARAMETERS FOR THE PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES AND OTHER TERMS OF THE SERIES 2019 EXCISE TAX BONDS AND AUTHORIZING THE PRESIDENT OF THE COUNTY COMMISSION TO APPROVE, EXECUTE AND DELIVER A BOND PURCHASE AGREEMENT RELATING TO THE FINAL TERMS OF THE SERIES 2019 A EXCISE TAX BONDS AND THE SERIES 2019 B EXCISE TAX BONDS AND A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SERIES 2019 C EXCISE TAX BONDS; APPOINTING A TRUSTEE, REGISTRAR, PAYING AGENT AND OTHER PARTICIPANTS IN THE FINANCING; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS RELATING TO THE REDEMPTION OF THE SERIES 2015 EXCISE TAX BONDS, THE UNDERTAKING OF ADDITIONAL DEVELOPMENT EXPENDITURES IN THE EXCISE TAX

DISTRICT, THE ISSUANCE OF THE SERIES 2019 EXCISE TAX BONDS AND RELATED MATTERS.

WHEREAS, pursuant to the authorizations provided in the Order and pursuant to Chapter 7, Article 22 of the Code of West Virginia, 1931, as amended (the "Act"), the Issuer has previously executed that certain Indenture of Trust, dated August 16, 2019 (the "Original Indenture"), by and between the Issuer and Wilmington Trust, N.A., as prior trustee, and agreed to by the Charles Pointe Economic Opportunity Development District Board (the "District Board"), as the same has been supplemented by that certain First Supplemental Indenture of Trust, dated August 16, 2019 (the "First Supplemental Indenture"), pursuant to which the Issuer has heretofore issued its Junior Subordinate Special District Excise Tax Revenue and Improvement Bonds, Series 2019 C (Charles Pointe Economic Opportunity Development District), dated August 16, 2019, in the aggregate principal amount of $17,600,000 (the "Series 2019 C Excise Tax Bonds") the proceeds of which were used for the purposes of paying costs of the Site Development and other costs permitted by the Project Plan and the Act;

WHEREAS, pursuant to (i) that certain Instrument of Removal, Acceptance and Appointment, dated as of June 22, 2022, by the sole owner of the aggregate principal amount of the Series 2019 A Excise Tax Bonds and the Series 2019 B Excise Tax Bonds, and (ii) that certain Instrument of Removal, Acceptance and Appointment, dated as of June 21, 2022, by the sole owner of the aggregate principal amount of the Series 2019 C Excise Tax Bonds, the Prior Trustee was removed as trustee and replaced by UMB Bank, N.A., as successor trustee (the "Successor Trustee");

WHEREAS, Section 3.01C of the First Supplemental Indenture provided that the Series 2019 C Excise Tax Bonds were subject to extraordinary mandatory redemption in whole or in part from any funds remaining on deposit in the Series 2019 C Excise Tax Bonds Project Fund on August 16, 2022 which were transferred to the Series 2019 C Excise Tax Bonds Redemption Account of the Series 2019 C Excise Tax Bonds Debt Service Fund pursuant to Section 4.03B of the First Supplemental Indenture;

WHEREAS, Section 4.03B of the First Supplemental Indenture provided that any funds remaining in the Series 2019 C Excise Tax Bonds Project Fund on August 16, 2022, were to be transferred by the Trustee as directed by the Issuer pursuant to an Officer's Certificate filed with the Trustee either: (i) to the Series 2019 C Excise Tax Bonds Redemption Account of the Series 2019 C Excise Tax Bonds Debt Service Fund and thereupon applied to the mandatory redemption of Outstanding Series 2019 C Excise Tax Bonds pursuant to Section 3.01C of the First Supplemental Indenture, or (ii) to the Series 2019 C Excise Tax Bonds Debt Service Fund for the payment of interest on the Series 2019 C Excise Tax Bonds;

WHEREAS, there remain costs of the Project that have been or will be incurred by the Developer and not requisitioned to fund a corresponding amount of the Series 2019 C Excise Tax Bonds prior to the August 16, 2022, deadline as originally contemplated for the Series 2019 C Excise Tax Bonds;

WHEREAS, the Issuer and the Successor Trustee, with the written consent of the Bondholder of the Series 2019 C Excise Tax Bonds, desire to enter into a Second Supplemental

Indenture of Trust, by and between the Issuer and the Trustee (the "Second Supplemental Indenture" and collectively with the Original Indenture and the First Supplemental Indenture, the "Indenture") in order to modify Section 3.01C of the First Supplemental Indenture, Section 4.03B of the First Supplemental Indenture, and Exhibit A attached to the First Supplemental Indenture, and the Issuer desires to issue the Amended and Restated Series 2019 C Excise Tax Bonds No. CR-1 (the "Amended and Restated Series 2019 C Excise Tax Bond"), to extend the period of time available to the Developer for the requisitioning of costs of the Project to fund a corresponding amount of the Series 2019 C Excise Tax Bonds from August 16, 2022, to December 31, 2025;

WHEREAS, capitalized terms used herein and not defined herein shall have the meaning as provided in the Indenture; and

WHEREAS, the Issuer deems it essential and desirable that this authorizing resolution and order (the "Authorizing Order") be adopted, authorizing the execution and delivery of the Amended and Restated Series 2019 C Excise Tax Bond and the Second Supplemental Indenture which would effect the modification of the First Supplemental Indenture as herein described.

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND ENTERED OF RECORD BY THE COUNTY COMMISSION OF HARRISON COUNTY, AS FOLLOWS:

Section 1. Pursuant to the Order heretofore adopted and the Act, this Authorizing Order is adopted and there is hereby authorized the execution and delivery by the President of the Issuer of (i) the Second Supplemental Indenture of Trust, substantially in the form attached hereto and made a part hereof as **Exhibit A**, with such modifications, amendments and additions thereto as may be authorized by the President of the Issuer, any such authorizations being evidenced by the execution and delivery of such Second Supplemental Indenture by the President, and (ii) the Amended and Restated Series 2019 C Excise Tax Bond, substantially in the form attached as Exhibit A to the Second Supplemental Indenture, each for the purpose of extending the period of time from August 16, 2022 to December 31, 2025, in which the Developer may requisition costs of the Project to fund a corresponding amount of the Series 2019 C Excise Tax Bonds, as further described in the First Supplemental Indenture as supplemented by the Second Supplemental Indenture.

Section 2. The President of the Issuer is authorized to executed and the County Clerk is authorized to attest and seal any and all other documents as may be necessary to effect the extension of the period of time from August 16, 2022 to December 31, 2025, in which the Developer may requisition costs of the Project to fund a corresponding amount of the Series 2019 C Excise Tax Bonds, as further described in the First Supplemental Indenture as supplemented by the Second Supplemental Indenture and the appropriate officials and employees of the Issuer are authorized to take such action as may be necessary to effectuate the actions on its part necessary to comply with such documentation.

Section 3. This Authorizing Order shall be effective immediately upon adoption hereof.

Adopted and entered of record this February 5, 2025.

THE COUNTY COMMISSION OF
HARRISON COUNTY

By: _____
Its President

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The County Commission of Harrison County, does hereby certify that the foregoing Resolution and Order was duly adopted and entered of record by The County Commission of Harrison County at a regular meeting duly held, pursuant to proper notice thereof, on February 5, 2025, a quorum being present and acting throughout, and which Resolution and Order has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this February 5, 2025.

By: _____
County Clerk

EXHIBIT A

[FORM OF SECOND SUPPLEMENTAL INDENTURE OF TRUST]
(Attached Hereto)

SECOND SUPPLEMENTAL INDENTURE OF TRUST

by and between

THE COUNTY COMMISSION OF HARRISON COUNTY

and

UMB BANK, N.A.
as Trustee

and agreed to by

CHARLES POINTE ECONOMIC OPPORTUNITY DEVELOPMENT DISTRICT BOARD

Dated _____, 2025

$17,600,000
The County Commission of Harrison County
Junior Subordinate Special District Excise Tax Revenue and Improvement Bonds
Series 2019 C
(Charles Pointe Economic Opportunity Development District)

SECOND SUPPLEMENTAL INDENTURE OF TRUST

This **SECOND SUPPLEMENTAL INDENTURE OF TRUST** is made _____, 2025 (this "Second Supplemental Indenture"), by and between **THE COUNTY COMMISSION OF HARRISON COUNTY**, a public corporation and governing body of Harrison County (the "Issuer"), and **UMB BANK, N.A.**, as successor trustee (the "Trustee"), supplementing and amending the Indenture of Trust dated as of August 16, 2019 (the "Original Indenture"), by and between the Issuer and Wilmington Trust, N.A., as prior trustee (the "Prior Trustee"), as the same was supplemented and amended pursuant to the First Supplemental Indenture of Trust dated as of August 16, 2019 (the "First Supplemental Indenture"; the Original Indenture, as supplemented and amended by the First Supplemental Indenture and this Second Supplemental Indenture is referred to herein as the "Indenture") by and between the Issuer and the Prior Trustee.

RECITALS

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Indenture when used herein;

WHEREAS, pursuant to the First Supplemental Indenture, the Issuer issued The County Commission of Harrison County Junior Subordinate Special District Excise Tax Revenue and Improvement Bonds, Series 2019 C (Charles Pointe Economic Opportunity Development District) (the "Series 2019 C Excise Tax Bonds"), dated August 16, 2022, in the aggregate principal amount of $17,600,000, for the purposes of financing a portion of the costs of the design, acquisition, construction and equipping of the Project;

WHEREAS, pursuant to (i) that certain Instrument of Removal, Acceptance and Appointment, dated as of June 22, 2022, by the sole owner of the aggregate principal amount of the Series 2019 A Excise Tax Bonds and the Series 2019 B Excise Tax Bonds, and (ii) that certain Instrument of Removal, Acceptance and Appointment, dated as of June 21, 2022, by the sole owner of the aggregate principal amount of the Series 2019 C Excise Tax Bonds, the Prior Trustee was removed as trustee and replaced by the Trustee, as successor trustee;

WHEREAS, Charles Pointe Crossing, LLC was the Original Purchaser and is the current Registered Owner of the entire aggregate principal amount of the Series 2019 C Excise Tax Bonds (the "Bondholder");

WHEREAS, Section 7.02 of the Indenture provides that with the prior written consent of the Owners of not less than a majority of each Series of the Bonds directly impacted thereby, the Issuer at any time and from time to time may enter into Supplemental Indentures amending or supplementing the Original Indenture, any Supplemental Indenture or any Bond to modify any of the provisions thereof;

WHEREAS, Section 3.01C of the First Supplemental Indenture, the Form of Series 2019 C Excise Tax Bonds attached as Exhibit A to the First Supplemental Indenture, and the Series 2019 C Excise Tax Bonds issued by the Issuer each provided that the Series 2019 C Excise Tax Bonds were subject to extraordinary mandatory redemption in whole or in part from any funds remaining on deposit in the Series 2019 C Excise Tax Bonds Project Fund on August 16, 2022

which were transferred to the Series 2019 C Excise Tax Bonds Redemption Account of the Series 2019 C Excise Tax Bonds Debt Service Fund pursuant to Section 4.03B of the First Supplemental Indenture;

WHEREAS, Section 4.03B of the First Supplemental Indenture provided that any funds remaining in the Series 2019 C Excise Tax Bonds Project Fund on August 16, 2022, were to be transferred by the Trustee as directed by the Issuer pursuant to an Officer's Certificate filed with the Trustee either: (i) to the Series 2019 C Excise Tax Bonds Redemption Account of the Series 2019 C Excise Tax Bonds Debt Service Fund and thereupon applied to the mandatory redemption of Outstanding Series 2019 C Excise Tax Bonds pursuant to Section 3.01C of the First Supplemental Indenture, or (ii) to the Series 2019 C Excise Tax Bonds Debt Service Fund for the payment of interest on the Series 2019 C Excise Tax Bonds;

WHEREAS, there remain costs of the Project that have been incurred or will be incurred by the Developer and not requisitioned to fund a corresponding amount of the Series 2019 C Excise Tax Bonds prior to the August 16, 2022, deadline as originally contemplated for the Series 2019 C Excise Tax Bonds;

WHEREAS, the Issuer and the Trustee, with the written consent of the Bondholder, desire to modify Section 3.01C of the First Supplemental Indenture, Section 4.03B of the First Supplemental Indenture, and Exhibit A attached to the First Supplemental Indenture, and the Issuer desires to issue the Amended and Restated Series 2019 C Excise Tax Bond No. CR-1 (the "Amended and Restated Series 2019 C Excise Tax Bond") to extend the period of time available to the Developer for the requisitioning of costs of the Project to fund a corresponding amount of the Series 2019 C Excise Tax Bonds from August 16, 2022, to December 31, 2025; and

WHEREAS, the Issuer has adopted and entered on February 5, 2025, an Authorizing Resolution and Order (the "Authorizing Resolution") authorizing this Second Supplemental Indenture and the execution and delivery thereof by the President of the Issuer.

NOW, THEREFORE, the Issuer and the Trustee covenant and agree as follows:

Section 1. Second Supplemental Indenture of Trust.

This Second Supplemental Indenture is authorized, executed and delivered by the Issuer and the Trustee pursuant to and in accordance with Section 7.02 of the Indenture. The Registered Owner of the entire aggregate principal amount of the outstanding Series 2019 C Excise Tax Bonds has consented to the terms of this Second Supplemental Indenture including the revised Section 3.01C, Section 4.03B, and **Exhibit A**, below, of the First Supplemental Indenture and has evidenced such consent by the execution of this document.

Section 2. Amended and Restated Series 2019 C Excise Tax Bonds Authorized.

There is hereby authorized to be issued the Amended and Restated Series 2019 C Excise Tax Bond in the aggregate principal amount of $17,600,000 in the form attached hereto as **Exhibit A**.

Section 3. Series 2019 C Excise Tax Bonds Subject to Redemption.

Section 3.01C of the First Supplemental Indenture is hereby amended and restated so as to read as follows:

C. **Extraordinary Mandatory Redemption.** The Series 2019 C Excise Tax Bonds are subject to extraordinary mandatory redemption in whole or in part on the earliest possible date at 100% of the principal amount redeemed plus accrued interest from any funds remaining on deposit in the Series 2019 C Excise Tax Bonds Project Fund on December 31, 2025 which have been transferred to the Series 2019 C Excise Tax Bonds Redemption Account of the Series 2019 C Excise Tax Bonds Debt Service Fund pursuant to Section 4.03B of this First Supplemental Indenture.

Section 3. Series 2019 C Excise Tax Bonds Project Fund.

Section 4.03B of the First Supplemental Indenture is hereby amended and restated so as to read as follows:

B. Any funds remaining in the Series 2019 C Excise Tax Bonds Project Fund on December 31, 2025, shall be transferred by the Trustee as directed by the Issuer in an Officer's Certificate filed with the Trustee either: (i) to the Series 2019 C Excise Tax Bonds Redemption Account of the Series 2019 C Excise Tax Bonds Debt Service Fund and thereupon applied by the Trustee to the mandatory redemption of Outstanding Series 2019 C Excise Tax Bonds pursuant to Section 3.01C of this First Supplemental Indenture, or (ii) to the Series 2019 C Excise Tax Bonds Debt Service Fund for the payment of interest on the Series 2019 C Excise Tax Bonds.

Section 4. Exhibit A – Form of Series 2019 C Excise Tax Bond.

Exhibit A attached to the First Supplemental Indenture is hereby replaced in its entirety with **Exhibit A – Form of Amended and Restated Series 2019 C Excise Tax Bond** attached hereto.

Section 5. Counterparts. This Second Supplemental Indenture may be executed in multiple counterparts, each of which shall be deemed an original.

[Signatures Follow]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Second Supplemental Indenture of Trust to be executed all as of _____, 2025.

THE COUNTY COMMISSION OF HARRISON COUNTY

[SEAL]

By: _____
Its President

Attest:

By: _____
Its County Clerk

UMB BANK, N.A., as Trustee

By: _____
Its Authorized Officer

Accepted and Agreed to By:

CHARLES POINTE ECONOMIC OPPORTUNITY DEVELOPMENT DISTRICT BOARD

By: _____
Its Chairman

EXHIBIT A

FORM OF SERIES 2019 C EXCISE TAX BOND

THIS BOND IS REGISTERED WITH THE TRUSTEE, UMB BANK, N.A., AND IS NOT REGISTERED WITH THE DEPOSITORY TRUST COMPANY, AND ANY REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT SHOULD BE SUBMITTED TO THE TRUSTEE, UMB BANK, N.A.

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS OR ANY OTHER APPLICABLE SECURITIES LAWS. NEITHER THIS BOND NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS BOND BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY ONLY (A) TO THE ISSUER, (B) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON THE HOLDER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, OR (C) PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 UNDER THE SECURITIES ACT THAT IS ACQUIRING THE BOND FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN "ACCREDITED INVESTOR," FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, AND UPON RECEIPT BY THE ISSUER AND THE TRUSTEE OF AN INVESTMENT LETTER SUBSTANTIALLY IN THE FORM ATTACHED TO THE FIRST SUPPLEMENTAL INDENTURE OF TRUST AS EXHIBIT B FROM SUCH TRANSFEREE AND UPON THE RECEIPT OF SUCH OTHER DOCUMENTS, CERTIFICATES AND OPINIONS AS MAY BE REASONABLY REQUESTED BY THE ISSUER OR THE TRUSTEE PRIOR TO ANY SUCH TRANSFER. THE REGISTERED OWNER OF THIS BOND ALSO AGREES THAT ALL OWNERS MUST AT ALL TIMES HOLD AN AUTHORIZED DENOMINATION OF THE SERIES 2019 C EXCISE TAX BONDS WHICH AUTHORIZED DENOMINATIONS EQUAL $100,000 OR ANY $0.01 INCREMENT IN EXCESS THEREOF, AND THE OWNERS AGREE TO TRANSFER NO INTEREST IN THE SERIES 2019 C EXCISE TAX BONDS WHICH WOULD CAUSE A VIOLATION OF SUCH REQUIREMENT. THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES THAT IT WILL COMPLY WITH THE FOREGOING RESTRICTIONS.

UNITED STATES OF AMERICA

THE COUNTY COMMISSION OF HARRISON COUNTY
JUNIOR SUBORDINATE SPECIAL DISTRICT EXCISE TAX REVENUE
AND IMPROVEMENT BONDS
SERIES 2019 C
(CHARLES POINTE ECONOMIC OPPORTUNITY
DEVELOPMENT DISTRICT)

Bond No.	Original Bond Date	Amended Bond Date	Interest Rate (Per Annum)	Maturity Date
CR-1	August 16, 2019	_____, 2025	7.50 %	June 1, 2042

Registered Owner: CHARLES POINTE CROSSING, LLC

Principal Sum: SEVENTEEN MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS ($17,600,000)

THE COUNTY COMMISSION OF HARRISON COUNTY, West Virginia, a public corporation and governing body of Harrison County, a political subdivision of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, but solely from the Net Excise Tax Revenues and other components of the Trust Estate (both as defined in the hereinafter defined First Supplemental Indenture) which are pledged to the repayment of the above captioned Bonds (the "Bonds") pursuant to the terms of the First Supplemental Indenture and the EODD Act (both as defined herein), to the Registered Owner named above, or registered assigns or legal representatives upon the presentation and surrender hereof at the designated office of the Trustee (except as otherwise provided herein and in the Original Indenture (as defined herein) with respect to redemptions in part), by a certified or bank cashier's check, the Principal Amount stated above, or such lesser amount of the par amount and purchase price of this Bond as shall be advanced by the Registered Owner hereof to or upon the order of the Issuer from time to time as indicated in the official register of advances maintained by the Trustee (with the Registered Owner also updating the Record of Advances attached hereto as EXHIBIT A with each such advance but the register maintained by the Trustee being the final dispositive record), on the Maturity Date stated above (or earlier as hereinafter referred to), with interest accruing only on the principal amount of the Bonds advanced to the Issuer as indicated in the official register of advances maintained by the Trustee and only from the date of each such advance at the Interest Rate shown above until said Principal Sum is paid, payable on June 1 and December 1 of each year (each an "Interest Payment Date"), commencing December 1, 2021. The Principal Sum of this Bond, together with all accrued interest not theretofore paid, shall be payable in full on the Maturity Date stated above, but such Principal Sum shall be subject to optional and mandatory redemption as hereinafter described. All capitalized terms used herein but not defined herein shall have the meanings as provided in the Indenture of Trust (the "Original Indenture"), dated as of August 16, 2019, by and between the Issuer and Wilmington Trust, N.A., Harrisburg, Pennsylvania, as prior bond trustee (the "Prior

Trustee"), and agreed to by the Charles Pointe Economic Opportunity Development District Board (the "District Board"), in the First Supplemental Indenture of Trust (the "First Supplemental Indenture"), dated as of August 16, 2019, by and between the Issuer and the Prior Trustee and agreed to by the District Board, and in the Second Supplemental Indenture of Trust (the "Second Supplemental Indenture"), dated as of _____, 2025, by and between the Issuer and UMB Bank, N.A., Minneapolis, Minnesota, as successor bond trustee (the "Trustee"), and agreed to by the District Board.

The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America, which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of this Bond, together with the accrued interest thereon not theretofore repaid, which remains due and payable on the Maturity Date, shall be payable by check or draft to the Registered Owner at the Maturity Date or redemption date upon presentation and surrender of this Bond at the principal corporate trust office of Trustee in Minneapolis, Minnesota. With respect to Bonds which are subject to optional redemption in part or special mandatory redemption in part as provided for in Section 3.01of the First Supplemental Indenture, the Trustee shall make the principal payment, solely from the Trust Estate which is pledged by the First Supplemental Indenture to the repayment of the Bonds, directly to the Registered Owner and the Trustee shall update its records to reflect the remaining principal balance due and owing on such Bonds without the necessity of the Registered Owner tendering such Bonds to the principal corporate trust office of the Trustee for payment and issuance of a new Bond or Bonds. The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the Registered Owner of this Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date for such Interest Payment Date, which date shall be the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date; and to any Registered Owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the commencement of business of the Trustee on the Record Date for a particular Interest Payment Date who so elects, by wire transfer of funds to such wire transfer address within the continental United States as such Registered Owner shall have furnished to the Trustee in writing not less than five days prior to such Record Date and upon compliance with the reasonable requirements of the Trustee; provided, however, that, if and to the extent the Issuer shall be delinquent in the payment or provision for payment of interest on the Bonds on any Interest Payment Date, such delinquent interest shall cease to be payable to the person who was the holder of such Bond as of the Record Date. Whenever moneys become available for the payment of such delinquent interest, the Trustee shall establish a Special Record Date for the payment of such delinquent interest, which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, and the Trustee shall cause notice of the proposed payment and of such Special Record Date to be mailed by first class mail, postage prepaid, to each Registered Owner at his address as it appears on the Bond Register not less than 10 days prior to such Special Record Date. Such notice having been so mailed, the delinquent interest shall be payable to the persons who are the Registered Owners of the Bonds at the close of business on such Special Record Date. Interest will not accrue on delinquent interest.

Notwithstanding any other provision contained in the Original Indenture, the First Supplemental Indenture or in this Bond, delinquent interest shall not accrue on the Bonds in excess of the sum of $1,320,000 and such interest shall be capped at such amount. Notwithstanding any

other provision contained in the Original Indenture or the First Supplemental Indenture it shall not constitute a default or event of default under the terms of the Original Indenture, the First Supplemental Indenture or the Bonds if the available Net Excise Tax Revenues and other components of the Trust Estate available therefore are insufficient to make any payment of interest on the Bonds on any Interest Payment Date or to pay the principal of the Bonds on the Maturity Date thereof. Such payments shall be made by the Trustee with respect to the Bonds if and when sufficient Net Excise Tax Revenues become available therefore as provided in the Original Indenture and First Supplemental Indenture.

The Principal Amount shall not be subject to acceleration, provided that nothing herein shall in any way prohibit the prepayment, redemption or defeasance of the Bonds prior to the maturity thereof.

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If any payment of the principal or redemption price of or interest on this Bond shall be due on a day other than a Business Day (as defined in the Indenture), such payment shall be made on the next Business Day with like effect as if made on the originally scheduled date. As provided in the EODD Act (defined herein) and the Bond Order (defined herein), the Bonds are special, limited obligations of the Issuer, payable solely from and secured solely by the Trust Estate specified herein. Neither the Bonds nor the interest thereon shall ever constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer. Moreover, neither the Bonds nor the interest thereon shall constitute a charge against the general credit or taxing power of the Issuer.

Pursuant to Section 2.13 of the Original Indenture, the Registered Owners of the Bonds and the Trustee on behalf of such Registered Owners have agreed that any principal of or interest on the Bonds which remains due and payable following the Termination Date of the Excise Tax District shall be waived by the Registered Owners and by the Trustee on behalf of the Registered Owners and the Bonds shall thereupon be considered legally discharged and satisfied pursuant to the terms of the Original Indenture assuming that all monies available for payment of the principal of and interest on the Bonds have been applied thereto.

1. Indenture. This Bond is the only bond which represents a duly authorized series of bonds of the Issuer designated "The County Commission of Harrison County Junior Subordinate Special District Excise Tax Revenue and Improvement Bonds, Series 2019 C (Charles Pointe Economic Opportunity Development District)", issued in the aggregate principal amount of Seventeen Million Six Hundred Thousand and 00/100 Dollars ($17,600,000.00), duly issued by the Issuer under and pursuant to (i) the West Virginia Economic Opportunity Development District Act, Chapter 7, Article 22 of the Code of West Virginia, 1931, as amended (the "EODD Act"), (ii) certain proceedings of the Issuer, including a Bond Authorizing Resolution and Order entered by the Issuer on August 7, 2019 (the "Order"), (iii) the Original Indenture, and (iv) the First Supplemental Indenture. The terms of the Bonds include those stated in the Indenture and the First Supplemental Indenture, and the Bonds are subject to all such terms.

Reference is made hereby to the Original Indenture, the First Supplemental Indenture, and the Second Supplemental Indenture for a description of the funds and accounts, revenues and property pledged thereunder, the nature and extent of the security created or to be created, and the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Trustee and the owners of the Bonds. By the acceptance of this Bond, the owner hereof assents to all of the provisions of the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture. Certified copies of the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture are on file at the office of the Trustee in Minneapolis, Minnesota, and the office of the Issuer in Clarksburg, West Virginia.

2. Trust Estate; Net Excise Tax Revenues. In the First Supplemental Indenture, the Issuer has covenanted to pay the principal of, and interest on, the Bonds solely from the Trust Estate, which includes all right title and interest of the Issuer to the Net Excise Tax Revenues generated in the Charles Pointe Economic Opportunity Development District (the "Excise Tax District") and on deposit in the Revenue Fund held from time to time by the Trustee under the terms of the First Supplemental Indenture, together with any interest earnings thereon and all moneys and securities from time to time held by the Trustee in certain funds and accounts established with respect to the Bonds under the terms of the First Supplemental Indenture. The principal of the Bonds and the interest thereon are also secured by a statutory lien created by the EODD Act in and to the funds on deposit in the segregated account for the Excise Tax District in the State's Economic Opportunity Development District Fund maintained by the State Treasurer pursuant to Section 8 of the EODD Act which was named the Charles Pointe Economic Opportunity Development District Fund Subaccount pursuant to the Excise Tax District Order (the "Excise Tax Account"), which lien is subordinate to the lien granted thereon in favor of the hereinafter defined Series 2019 A Excise Tax Bonds, Series 2019 B Excise Tax Bonds and any Additional Bonds.

SIMULTANEOUSLY WITH THE ISSUANCE OF THE BONDS ON THE DATE HEREOF, THE ISSUER HAS ISSUED THE FOLLOWING OBLIGATIONS WHICH SHALL BE SENIOR AND PRIOR IN ALL RESPECTS AS TO LIEN ON, SOURCE OF AND SECURITY FOR PAYMENT FROM THE NET EXCISE TAX REVENUES OF THE EXCISE TAX DISTRICT AND THE MONIES ON DEPOSIT FROM TIME TO TIME IN THE EXCISE TAX ACCOUNT AND THE REVENUE FUND HELD BY THE TRUSTEE:

(i) The County Commission of Harrison County Special District Excise Tax Revenue and Improvement Bonds, Series 2019 A (Charles Pointe Economic Opportunity Development District), dated August 16, 2019, issued in the original aggregate principal amount of $36,500,000 (the "Series 2019 A Excise Tax Bonds"); and

(ii) The County Commission of Harrison County Subordinate Special District Excise Tax Revenue, Refunding and Improvement Bonds, Series 2019 B (Charles Pointe Economic Opportunity Development District), dated August 16, 2019, issued in the original aggregate principal amount of $12,280,000 (the "Series 2019 B Excise Tax Bonds").

As provided in Section 4.07 of the Original Indenture, funds on deposit from time to time in the Revenue Fund held by the Trustee shall only be applied to the payment of principal of or interest on the Bonds to the extent that Net Excise Tax Revenues are available therefore after the

Series 2019 A Excise Tax Bonds, the Series 2019 B Excise Tax Bonds and any Additional Bonds have been repaid and are no longer Outstanding.

3. Authorized Denominations. The Series 2019 C Excise Tax Bonds are issued in the Authorized Denominations of $100,000 and any $0.01 increment in excess thereof.

4. Redemption. The Bonds at the time outstanding are subject to redemption prior to their respective maturities as follows:

Optional Redemption. The Bonds are subject to redemption prior to maturity, at the option of the Issuer, as a whole or in part at any time at a Redemption Price equal to 100% of the principal amount redeemed, plus interest accrued thereon to the date set for redemption, with no redemption premium being due and payable. Such redemptions must be in $1,000 increments with the Bonds being equally and proportionately redeemed; provided that, unless all of the remaining principal of the Bonds is being paid in full, such optional redemption of principal shall at all times leave an Authorized Denomination of the Bonds outstanding.

Special Mandatory Redemption. The Bonds are subject to special mandatory redemption and payment prior to maturity at a Redemption Price equal to 100% of the principal amount thereof then being redeemed plus accrued interest thereon on any Interest Payment Date (or on such subsequent date as would permit the notice of redemption required by Section 3.08 of the Original Indenture to be given unless such notice is waived by the Bondholder) of each Bond Year, commencing June 1, 2022, from funds transferred from the Revenue Fund to the Series 2019 C Excise Tax Bonds Redemption Account of the Series 2019 C Excise Tax Bonds Debt Service Fund for the redemption of the Bonds in accordance with Sections 4.05 and 4.06C(iii) of the First Supplemental Indenture. Such redemptions shall be effected equally and proportionately with respect to the Bonds. Unless all of the remaining principal of the Bonds is being paid in full, such redemption of principal shall at all times leave an Authorized Denomination of Bonds Outstanding.

Extraordinary Mandatory Redemption. The Bonds are subject to extraordinary mandatory redemption in whole or in part on the earliest possible date at 100% of the principal amount redeemed plus accrued interest from any funds remaining on deposit in the Series 2019 C Excise Tax Bonds Project Fund on December 31, 2025, which have been transferred to the Series 2019 C Excise Tax Bonds Redemption Account of the Series 2019 C Excise Tax Bonds Debt Service Fund pursuant to Section 4.03B of the First Supplemental Indenture, as supplemented and amended by the Second Supplemental Indenture.

Partial Redemption. There may not be a redemption of Bonds in part unless the unredeemed portion of any Bond will be in an Authorized Denomination. Upon surrender of any Bond for redemption in part only, the Issuer shall execute, and the Trustee shall register, authenticate and deliver to the Owner thereof a new Bond or Bonds of Authorized Denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. With respect to Bonds which are subject to mandatory or optional redemption in part as provided for in Section 3.01 of the First Supplemental Indenture, the Trustee shall make the principal payment directly to the Registered Owner and update its records to reflect the remaining principal balance due and owing on such Bonds without the necessity of the Registered Owner tendering such Bond

to the principal corporate trust office of the Trustee for payment and issuance of a new Bond or Bonds.

Notice of Redemption. The Issuer shall give notice to the Trustee of its election to redeem Bonds pursuant to Section 3.01A of the First Supplemental Indenture. Each such notice shall be given at least 45 days prior to the redemption date of such Bonds, or such fewer number of days as shall be acceptable to the Trustee. Upon receipt of such notice the Trustee shall give notice in the name of the Issuer of the Issuer's election to redeem such Bonds.

Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail, or transmission via electronic means, at least 30 days and not more than 60 days prior to the redemption date to the Original Purchaser and to each registered owner of the Bonds to be redeemed at the address shown on the bond register. Such notice may state that the proposed redemption is conditioned on there being on deposit in the Series 2019 C Excise Tax Bonds Redemption Account of the Series 2019 C Bonds Debt Service Fund on the redemption date an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on that date. Electronic transmission of such notifications commonly used in the municipal securities industry, at the applicable time, shall be considered an acceptable method of notification in lieu of first class mail.

On the date designated for redemption, notice having been given as provided in the Indenture and any conditions to such redemption having been satisfied, the Bonds or portions of Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds or such portions thereof on such date and, if moneys for the payment of the redemption price and accrued interest are held by the Trustee as provided in the Original Indenture, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture, and the Registered Owners thereof shall have no rights in respect of such Bonds or such portions thereof so called for redemption except to receive payment of the redemption price thereof and the accrued interest thereon so held by the Trustee.

5. Defeasance. The Original Indenture prescribes the manner in which it may be discharged and provides that Bonds shall be deemed to be paid if moneys or certain Defeasance Obligations (as defined in the Original Indenture), the principal of and premium, if any, and interest on which, when due, will be sufficient to pay the principal or redemption price of and interest on such Bonds to the date of maturity or redemption thereof, shall have been deposited with the Trustee or other paying agent.

6. Additional Bonds. The Original Indenture provides that no Bonds shall at any time be issued which have a shared first priority lien upon the Net Excise Tax Revenues deposited from time to time in the Excise Tax Account and the Revenue Fund with the Series 2019 A Excise Tax Bonds. The Original Indenture provides that Additional Bonds (as defined in the Original Indenture) may be issued on a parity with the Series 2019 B Excise Tax Bonds within the limitations and provisions of the Original Indenture. All Subordinate Bonds (as defined in the Original Indenture) shall be secured by a lien upon the Net Excise Tax Revenues which are

deposited into the Excise Tax Account which is subordinate to the lien thereon in favor of the Series 2019 A Excise Tax Bonds. The Original Indenture provides that, other than the Bonds, the Issuer shall not issue Bonds the lien of which on the Net Excise Tax Revenues deposited from time to time in the Excise Tax Account and the funds on deposit from time to time in the Revenue Fund is subordinate to the lien thereon in favor of the Series 2019 B Excise Tax Bonds and any Additional Bonds.

7. Persons Deemed Owners; Restrictions upon Actions by Individual Holders. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon made by anyone other than the Issuer or the Trustee) for the purpose of receiving payment of or on account of the principal, interest or redemption price of this Bond, and for all other purposes except as otherwise provided herein with respect to the payment of principal and interest on this Bond, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. All such payments so made to any such registered owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable under this Bond.

The registered owner of this Bond shall have no right to enforce the provisions of the Original Indenture or the First Supplemental Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Original Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Original Indenture.

8. Transfer and Exchange. This Bond may be exchanged for an equal aggregate principal amount of Bonds of other authorized denominations, and the transfer of this Bond may be registered, upon presentation and surrender of this Bond at the designated office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner hereof or such owner's attorney or legal representative. The Issuer and the Trustee may require the person requesting any such exchange or transfer to reimburse them for any tax or other governmental charge payable in connection therewith and for their reasonable expenses.

9. Modifications. Modifications or alterations of the Original Indenture or the First Supplemental Indenture may be made only to the extent and in the circumstances permitted by the Original Indenture and the First Supplemental Indenture.

10. Negotiability. As declared by the EODD Act, this Bond shall be and be deemed to be for all purposes a negotiable instrument subject only to the provisions for registration and registration of transfer stated herein.

11. Governing Law. This Bond shall be governed by and construed in accordance with the laws of the State of West Virginia.

12. Notices. Except as otherwise provided in the Original Indenture, the First Supplemental Indenture and this Bond, when the Trustee is required to give notice to the owner of this Bond, such notice shall be mailed by first-class certified mail, return receipt requested, to the

registered owner of this Bond at such owner's address as it appears on the registration books maintained by the Trustee. Any notice mailed as provided herein will be conclusively presumed to have been given, whether or not actually received by the addressee.

13. Due Procedure. All acts, conditions and things required by the Constitution and laws of the State of West Virginia and the rules and regulations of the Issuer to happen, exist and be performed precedent to and in the issuance of this Bond and the execution and delivery of the Original Indenture and the First Supplemental Indenture have happened, exist and have been performed as so required.

14. No Personal Liability. No recourse shall be had for the payment of the principal or redemption price of and interest on this Bond or for any claims based thereon or on the Original Indenture or on the First Supplemental Indenture against any member or other officer of the Issuer or any person executing this Bond, all such liability, if any, being expressly waived and released by the registered owner of this Bond by the acceptance of this Bond.

15. Special, Limited Obligation. As provided in the EODD Act and the Bond Order, this Bond is a special, limited obligation of the Issuer payable solely from and secured solely by the Trust Estate specified herein. Neither this Bond nor the interest hereon shall ever constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Issuer. Moreover, neither this Bond nor the interest thereon shall constitute a charge against the general credit or taxing power of the Issuer.

16. Authentication of Bond. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Original Indenture until it shall have been authenticated by the execution by the Trustee of the certificate of authentication endorsed hereon.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, has caused this Bond to be executed in its name by the manual or facsimile signature of its President and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its County Clerk.

THE COUNTY COMMISSION OF
HARRISON COUNTY

[SEAL]

By: _____
Its: President

ATTEST:

By: _____
Its: County Clerk

Certificate of Authentication and Registration

This Bond is one of the Bonds of the Series designated herein and issued under the provisions of the within-mentioned Indenture.

Date of Authentication and Registration: _____, 2025.

UMB Bank, N.A., as Trustee

By: _____

Its: _____

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $50,000	August 16, 2019	(19)	
(2) --Remainder pursuant to Trustee		(20)	
(3) records--		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Ballard Spahr LLP

1 East Washington Street, Suite 2300
Phoenix, AZ 85004-2555
TEL 602.798.5400
FAX 602.798.5595
www.ballardspahr.com

Fred Williams
Tel: 602.798.5442
Fax: 602.798.5595
williamsf@ballardspahr.com

January 31, 2025

Via Email (thomas.aman@steptoe-johnson.com)

The County Commission of Harrison County, West Virginia
c/o Steptoe & Johnson PLLC
400 White Oaks Boulevard
Bridgeport, West Virginia 26330
Attn: Tom Aman

Re: Engagement for Legal Services at Ballard Spahr LLP

Dear Mr. Aman:

I am pleased to confirm your engagement of Ballard Spahr (the "Firm") as special tax counsel to The County Commission of Harrison County, West Virginia (the "Commission") regarding certain tax related issues related to amendments to bond related documents, the restructure and refunding of existing obligations issued with respect to, and the issuance of additional obligations associated with Special District Excise Tax Revenue Bonds issued from time to time by the Commission with respect to the Charles Pointe Economic Opportunity District (the "EODD District") and/or the issuance of Tax Increment Revenue Bonds for Harrison County Development District No. 2 – Charles Pointe (the "Property TIF District" and collectively with the EODD District, the "Districts"), along with such other matters as we mutually agree to represent the Commission.

Enclosed are the Firm's Terms of Engagement. I will serve as the Firm's primary counsel to the Commission. Our fees will be based on our hourly rates. My current hourly rate is $1,025. However, in this case I am reducing my hourly rate by 10% to $922 per hour. We are not requesting a retainer for this engagement. We understand that our fees will be paid by the Commission from its general funds until the Trustee of the Districts' bond issues agrees to pay our fees as either an administrative expense of the respective Districts or upon closing of the restructuring of the Districts' Bonds.

The Firm will bill the District through you monthly in accordance with the Engagement Terms and the 2025 Disbursement Pricing, copies of which are attached.

We look forward to working with you and the Commission. If you have any questions regarding our engagement either now or during the course of our work together, please do not hesitate to call me.

Sincerely,



Fred Williams

Enclosures

Terms of Engagement

The following terms together with the accompanying letter of engagement constitute the terms of your engagement of Ballard Spahr LLP ("Ballard Spahr") as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of Ballard Spahr's agreement with you. Therefore, we ask that you review these terms carefully and contact us promptly if you have any questions. We suggest that you retain these terms in your file.

1. CLIENT. It is understood that Ballard Spahr's Client for purposes of this representation is limited to the individual or entity specifically identified in the engagement letter and does not include others.

2. SCOPE OF REPRESENTATION. Our representation is limited to performance of the services expressly described in the engagement letter and does not include representation of you or your interests in any other matter. It is important that you have a clear understanding of the legal services we will provide and that you contact us promptly to discuss any questions that you may have about them. You may limit or expand the scope of the representation from time to time, provided that any substantial change is agreed to by us and made in writing. We will provide legal counsel to you in reliance upon information and guidance provided by you, keep you reasonably informed of the status of the matter, and respond to your inquiries. Any expressions on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

3. REGARDING FEDERAL TAX ADVICE. In the course of our representation, we may render tax advice to you on various legal matters. You understand that you may not use such tax advice to avoid any penalties that may be imposed by the Internal Revenue Service unless, in accordance with the Internal Revenue Service rules of practice, we are specifically engaged to provide a formal, written tax opinion for that purpose. Accordingly, you acknowledge that we may legend any written tax advice that we provide in the course of this engagement to indicate that it may not be relied on for purposes of penalty protection. You further understand that our representation does not include the provision of any tax advice concerning transactions in which you may participate that would be "reportable transactions" within the meaning of Section 6707A of the Internal Revenue Code of 1986, as amended, and that our provision of tax advice concerning such transactions would require a separate engagement for that purpose. In particular, we shall not advise as to any transaction in which you may participate in which your or our disclosure of its tax treatment or tax structure is limited by any person other than you, our client, unless we are separately engaged by you for that purpose.

4. **REGARDING CORPORATE TRANSPARENCY ACT**. You are solely responsible for complying with the Corporate Transparency Act ("CTA"), including any applicable obligation to prepare, file and update any beneficial ownership information ("BOI") report that is required to be filed with the Financial Crimes Enforcement Network ("FinCEN"). Unless expressly engaged to do so in writing, Ballard Spahr has no obligation to notify any party of such party's obligations under the CTA or to prepare or file any BOI Report that is required to be filed with FinCEN (the "BOI Report(s)"). Client understands it is solely responsible for compliance with the CTA.

5. **STAFFING.** Customarily, each client of Ballard Spahr is served by a Relationship Partner (a principal lawyer contact) and one or more Matter Billing Lawyers (a lawyer designated to oversee an individual matter that Ballard Spahr handles on your behalf). Your work or parts of it may be performed by other lawyers and legal assistants at Ballard Spahr. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

6. **ELECTRONIC DISCOVERY.** In matters involving electronic discovery, Ballard Spahr will work closely with the client's representatives and agents to ensure that all tasks associated with electronic discovery, including data preservation, data collection and processing, are performed in accordance with relevant legal and ethical standards. You agree to facilitate Ballard's management of electronic discovery by timely assigning relevant business, legal or IT representatives, including retained vendors, to assist Ballard and its representatives as needed. If you choose to use Ballard Spahr's electronic discovery system (Relativity®) for a given matter, you will be charged unit prices for data hosting and data processing, as set forth in Section 10 and in the Disbursement Pricing Schedule, in addition to fees for any necessary Litigation Support time.

7. **TERMINATION OF ENGAGEMENT.** Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. Your termination of our services will not affect your responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter. If permission for withdrawal is required by a court, we will apply for such permission and you agree to engage successor counsel to represent you.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we give the client written notice of our withdrawal.

8. CONCLUSION OF REPRESENTATION. Unless previously terminated, our representation will conclude upon our sending you our final invoice for services rendered in this matter.

9. RETENTION AND DISPOSITION OF DOCUMENTS. Following the termination of our representation or the conclusion of the matter, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by Ballard Spahr. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

10. POST-ENGAGEMENT ISSUES. You are engaging Ballard Spahr to provide legal services in connection with the matter referred to in the accompanying engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, Ballard Spahr has no continuing obligation to advise you with respect to future legal developments.

11. FEES AND EXPENSES. Our fees will be based primarily on the amount of time spent on your behalf. Each lawyer and legal assistant has an hourly billing rate based generally on experience and special knowledge. The rate multiplied by the time expended on your behalf, measured in tenths of an hour, will be the initial basis for determining the fee. The billing rates for this matter are specifically discussed in the engagement letter. These billing rates are subject to change from time to time. Other factors may be taken into consideration in determining our fees including the responsibility assumed, the novelty and difficulty of the legal problem involved, the skill required to perform the work, the particular experience or knowledge provided, time limitations imposed by you or the transaction or matter, the benefit resulting to you, and any unforeseen circumstances arising in the course of our representation.

We will include on our invoices separate charges for performing services and expenses such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone fees, faxing fees and electronic discovery fees, including data hosting and data processing, in accordance with the attached Disbursement Pricing schedule. In litigation matters, such expenses may also include deposition costs, process servers, court reporters and witness fees.

We may elect to have you billed directly for certain expenses such as consultants, appraisers, and local counsel.

Invoices normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our invoice. Invoices rendered in December must be paid prior to the end of the year. If any invoice remains unpaid for more than 30 days, we may suspend performing services for you and withdraw as your counsel unless arrangements satisfactory to us have been made for payment of outstanding invoices and the payment of future fees and expenses.

Fees and costs relating to this matter are not predictable. Accordingly, unless specifically stated to the contrary in the engagement letter, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is expressly understood that payment of Ballard Spahr's fees and costs is in no way contingent on the ultimate outcome of the matter.

12. RETAINER AND TRUST DEPOSITS. New clients of Ballard Spahr are commonly asked to deposit a retainer. If you deposit a retainer with us, you grant us a security interest in that deposit. Typically, the retainer is equal to the fees and costs likely to be incurred during a one-month period. It will be deposited in our general trust account. The retainer will be applied to our final billing in the matter and we will then return to you, without interest, any unearned portion of the retainer.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. By court rule in each jurisdiction in which Ballard Spahr has an office, your deposit will be placed in a pooled account unless you request otherwise or we judge it appropriate to establish a segregated account. By court rule in each of these jurisdictions, interest earned on the pooled account is payable to a charitable foundation established in accordance with such court rule. Interest earned on any segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

13. CLIENT RESPONSIBILITIES. You agree to pay our invoices for services and expenses in a timely manner as provided in paragraph ten, above. In addition, you will be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we are able to contact you at all times in order to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, email address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your

instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you.

14. CONFLICTS OF INTEREST. Ballard Spahr represents many other companies and individuals. It is possible that present or future clients of Ballard Spahr will have disputes or transactions with you. For example, although we represent a bank in litigation, we may concurrently have clients whom we represent in connection with obtaining a loan from the same bank. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not *substantially related* to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

You will provide Ballard Spahr with a list of entities within your corporate or immediate personal family. If you affiliate with, acquire, or are acquired by or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of Ballard Spahr to represent the new entity.

You have agreed that our representation of you in the matter described in the engagement letter does not create an attorney-client relationship between Ballard Spahr and other entities in your personal or corporate family. Accordingly, our representation of you in the matter identified in the engagement letter will not give rise to any conflict of interest in the event other clients of Ballard Spahr are adverse to members of your personal or corporate family.

Ballard Spahr LLP

2025
Disbursement Pricing

Disbursement	Cost
Ballard Spahr Messenger	No Charge
Binding	No Charge
Cab Fares/Ride Share Services	Actual Cost
Courier Service	Actual Cost
Data Hosting	$12 p/gb per month
Data Processing	No Charge
Document Production	No Charge
Duplicating Duplicating (Color) Outside Duplicating	$0.10 per page $0.15 per page Invoice Cost
Fax (Outgoing Only)	No Charge
Lexis and Westlaw	Actual (discounted) Cost
Library Research Services	Published Standard Cost
Long Distance Telephone	No Charge
Overtime	No Charge
Postage	No Charge (Standard USPS First Class under $25) Actual Cost (Standard USPS First Class over $25, Certified, Registered, Insurance, USPS Priority and Overnight Express)
State Department Services	No Charge
Telephone (Credit Card Calls)	No Charge
Travel	Actual Cost

Proposal for Master Plan & Feasibility Study

Prepared for:
Harrison County Commissioner Office

Prepared by:
McKinley Architecture and Engineering

Date:
01/30/2025

Project Title:
Master Plan and Feasibility Study for 40-Acre Property

McKinley Architecture and Engineering is pleased to present a proposal for a Master Plan and Feasibility Study for the 40-acre property soon to be acquired by Harrison County Commissioners. This plan explores the best layout for a future farm complex, while also incorporating the upcoming design of the animal shelter and the site's historical and community value.

The project envisions retaining the drive-in movie screen and structure as a functional community feature and introducing new facilities, such as an Animal Control Shelter, a Youth Barn Complex, and eventual fairgrounds for community events such as the Sunset Ellis Flea Market. This master plan aligns with Harrison County's goals of fostering youth development, supporting 4-H/FFA programs, and creating a multifunctional community space.

Program Objectives

1. **Drive-In Movie Screen:**
    - Retain the iconic drive-in screen and structure for community use if structurally sound and feasible. Note: the existing layout accommodates 350 cars or more.
    - Outdoor seating and parking for community events.
    - Flexible design to integrate with fairgrounds or other activities.
2. **Design Animal Control Shelter:**
    - Design the Animal Control Shelter as currently contracted.
    - Includes modern kennels, veterinary spaces, and adoption areas.
3. **Develop a Youth Barn Complex:**
    - Create a versatile barn for livestock shows, sales, and educational programs supporting 4-H and FFA.
    - Central location for livestock shows, 4-H/FFA events, and sales.
    - Modular design for goats, rabbits, cattle, and other animals.

4. **Plan Future Fairgrounds:**
    - Designate space for exhibitions, rides, vendors, and annual events like the Harrison County Livestock Association Fair.
    - Pasture and feeding areas for livestock.
    - Restrooms, pole barns, and covered dining areas for families.
5. **Incorporate Supporting Amenities:**
    - Provide restrooms with showers, seating for 80+ people, parking for truck and trailers for vendors, RV hookup locations, and spaces for outdoor dining and recreation, traffic organizations like parking drive paths, ADA accessibility, site lighting, and security.

Site Analysis

1. **Existing Conditions:**
    - Sloping topography with accessible infrastructure from major roads.
    - The existing drive-in theater structure presents a nostalgic feature.
2. **Opportunities:**
    - Central location for easy access by diverse community groups.
    - Sufficient land for phased development and future expansion.
3. **Constraints:**
    - Integration of new structures with existing features.
    - Phased construction may require prioritization based on budget.

Phased Development Plan

Phase 1: Initial Development (Years 1-2)

1. Preserve and restore the drive-in screen and structure.
2. Consider site grading as an initial development of the site after further study.
3. Begin construction of the Animal Control Shelter and initial Youth Barn Complex.

Phase 2: Intermediate Development (Years 3-4)

1. Complete Youth Barn Complex and related infrastructure.
2. Develop fairgrounds layout and basic amenities.

Phase 3: Full Development (Year 5 and beyond)

1. Build fairgrounds with exhibition areas, parking, and vendor spaces.
2. Add landscaping, community seating, and dining areas.

Budget and Funding

1. **Estimated Budget:**
    a. Prepare a budget representative of the scope from each phase of the project and at the various design stages of each segment. Ie Animal control Shelter, Refurbish drive in theater, Youth Barn Complex etc.
2. **Potential Funding Sources:**
    a. Federal and state grants for agriculture, education, and animal welfare.
    b. Donations from the Harrison County Livestock Association and local sponsors.
    c. Community fundraising campaigns and sponsorships.

This Master Plan and Feasibility Study outlines a roadmap to transform the 40-acre property into a multifunctional hub that celebrates Harrison County's heritage while serving its future needs. By retaining the drive-in screen and developing facilities for youth programs, animal welfare, and community gatherings, the site will become a vibrant cornerstone for Harrison County residents.

Proposed Timeline:

There will be a need for meetings with several key stakeholders, including but not limited to Harrison County Commissioners, Animal Shelter Leadership, Parks and Recreation, FFA and 4-H organizations along with WVU Extension Office and potentially other government agencies that may be complimentary to the project such as Soil and Water. In addition, the Utility companies would need to be involved for confirmation of availability of utility extensions to the site. The meetings will be either in person or virtually. The completion and final deliverables of the plan would be 3-4 months. Please note this is dependent on the stakeholders meeting on a regular basis with decisions makers from the Commission moving forward at a pace to complete the work within 3-4 months.

Deliverable:

The deliverable from McKinley Architecture and Engineering will be a diagrammatic plan with a written narrative, due diligent work including a Phase 1 Environmental Site Assessment, survey data, site civil engineering recommendations and structural evaluation of the existing movie theatre structure. Budgeting for the overall costs of the individual items and overall plan will be presented. There may be a need for additional work as the study progresses and would be added to this contract as needed including but not limited to additional property purchase for evaluation, additional buildings being added to the scope, design of facilities, etc.

Fee:

The fee will be broken down as follows and can be directed to be performed by the Commission as task orders to McKinley Architecture and Engineering.

1. $10,000.00 Allowance - Structural Evaluation of Movie Theatre Structure
2. Due Diligent Services: $5,659.00 – includes Phase 1 ESA, Regulatory Review, Site History, Site Reconnaissance, etc.
3. Surveying Services: *Note these can be deferred to a later date.*
    a. Boundary Survey: $11,280.00 – Boundary Survey on parcel 228-21 and 228-22.1, which is approximately 40 acres. The boundary survey will meet or exceed the minimum standards required by the West Virginia Board of Professional Surveyors, including the delivery of a signed and sealed survey plat, and setting of boundary corners.
    b. Design Survey / Topographic Survey: $24,491.00 – Design survey will be for the same parcels stated above and include relevant above-ground features such as buildings, power poles, fences, above ground utilities, tree lines, drainage and elevations. A topographic map with 1-foot contours,

drainage features, spot elevations and above-ground features will be created and utilized for the site design. The property lines will be overlaid onto the final map using information collected during the boundary survey.

c. Underground Utility Identification and Location: $6,781.00 – We will make every effort to identify and locate underground utilities to the best of our ability. We rely on the assistance of Miss Utility of West Virginia and the utility owners to mark the underground utility lines. Our underground utility location team conducts visual inspections to identify any visible indications of underground utilities and collaborates with local utility providers. We will survey and record the locations of the marked utilities, which will be included in the design survey. It is important to note that the specialized equipment may not be able to detect all buried utilities. Non-ferrous utilities lines (not made of metal) are particularly challenging to locate. Consequently, locating buried plastic pipes can be extremely difficult. We cannot guarantee all underground utilities will be located.

d. Additional survey work: $TBD on an hourly basis or a future proposal can be provided.

4. Facilities Design and Site Civil Design Efforts
    a. Site Analysis and Opportunity Phase: $13,250
    b. Visioning Session: $3,650
    c. Land Planning Conceptual Design Phase: $16,250
    d. Facility Planning Conceptual Design Phase: $14,400
    e. Conceptual Plan Presentation Meeting: $3,650
    f. Final Land Master Plan Phase: $13,750
    g. Final Facility Design Planning Phase: $14,400
    h. Final Master Plan Presentation: $5,250
    i. In-Person Meetings includes one vision session, 1 review session and 1 final presentation. Also included are 3 virtual meetings between each session and presentation.
5. $9,150.00 - Estimating Services
6. $5,000 to 20,000 – Budget Allowance – Conceptual Modeling, Renderings and Flythrough of final Master Plan. This is a budget allowance that could be used if modeling, renderings or flythroughs are desired. Determination can be made towards the end of the process.

Compensation for additional services not outlined above and requested by the Harrison County Commission shall be invoiced on an hourly basis or as mutually agreed upon plus fifteen 15%. All standard reimbursable expenses incurred by the Architect and Architect's consultants shall be invoiced at cost plus fifteen percent (15%).

Items not included:

- Geotechnical (to be completed by Terracon, already under contract with Harrison County Commissioners)
- Traffic Impact Study – to be determined at a future date
- Forester – to be determined at a future date

Prepared by:



John Jefferis
Director of Project Management
McKinley Architecture and Engineering

Cc: Ernest Dellatorre, Christina Schessler

Attachments: Hourly Rate Sheet

McKINLEY
ARCHITECTURE + ENGINEERING

RATE SCHEDULE EXHIBIT

JOB CLASSIFICATION	BASIC HOURLY RATE
Chairman of Board	$220/Hour
Director/Chief Officer	$180/Hour
Project Manager	$165/Hour
Associate Project Manager	$135/Hour
Senior Architect/Engineer/Landscape Architect	$165/Hour
Architect/Engineer/Landscape Architect/Spec Writer	$155/Hour
Senior Architectural Staff	$135/Hour
Architectural Staff	$105/Hour
Intern	$80/Hour
Construction Administrator	$105/Hour
Senior Engineering Designer	$110/Hour
Engineering Designer	$95/Hour
Interior Designer	$135/Hour
Senior Drafter	$110/Hour
Drafter	$80/Hour
Administrative	$70/Hour
Deposition and/or Adjudication Appearance *	$600/First Hour
Architect and/or Engineer or Senior of Same*	$200/Each Add'l Hour
Chairman/Director*	$300/Each Add'l Hour
Consultants	Costs +15%

Reimbursable Expenses incurred in connection with the Project include costs of electronic documents and the time associated with their production and distribution; photo reproduction of documents; purchasing of project required references, publications & licenses; travel; and other project related expenses.

*At Mediation, Arbitration, Litigation or other dispute resolution proceeding.

Revised 2024

Employee Name: Hea ther J Mick

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the em
FMLA leave. *(e.g., use of nebulizer, dialysis)* _____

_____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

(5) Due to the condition, the patient (☐ had / ☐ will have) **planned medical treatment(s)** (scheduled medical visits) *(e.g. psychotherapy, prenatal appointments)* on the following date(s): _____

_____

(6) Due to the condition, the patient (☐ was / ☐ will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: *(e.g. cardiologist, physical therapy)* _____

Provide your best estimate of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the treatment(s).

Provide your best estimate of the duration of the treatment(s), including any period(s) of recovery *(e.g. 3 days/week)*

_____

(7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule.**

Provide your best estimate of the reduced schedule the employee is able to work. From 11-15-24 *(mm/dd/yyyy)* to 4-1-25 *(mm/dd/yyyy)* the employee is able to work: *(e.g., 5 hours/day, up to 25 hours a week)*

_____

(8) Due to the condition, the patient (☐ was / ☐ will be) **incapacitated for a continuous period of time,** including any time for treatment(s) and/or recovery.

Provide your best estimate of the beginning date _____ *(mm/dd/yyyy)* and end date _____ *(mm/dd/yyyy)* for the period of incapacity.

(9) Due to the condition, it (☐ was / ☐ is ☒ will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur U/K _____ times per (☐ day / ☐ week / ☐ month) and are likely to last approximately _____ (☐ hours / ☐ days) per episode.

Employee Name: Heather J Mick

Health Care Provider's name: *(Print)* Joseph Fazalare

Health Care Provider's business address: 227 Medical Park Drive Suite 101 Bridgeport

Type of practice / Medical specialty: Orthopedic / MD

Telephone: (681) 342-3560 **Fax:** (681) 342-1975 **E-mail:** _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: 11-15-24 *(mm/dd/yyyy)*

(2) Provide your best estimate of how long the condition lasted or will last: 4-1-25

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care**: The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment**: *(e.g. outpatient surgery, strep throat)*
Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*.

The patient (☒ was / ☒ will be) seen on the following date(s): 12-3-24 and will return on 1-27-25 to be re evaluated

The condition (☒ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider *(e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)*

☐ **Pregnancy**: The condition is pregnancy. List the expected delivery date: _____ *(mm/dd/yyyy)*.

☐ **Chronic Conditions**: *(e.g. asthma, migraine headaches)* Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions**: *(e.g. Alzheimer's, terminal stages of cancer)* Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments**: *(e.g. chemotherapy treatments, restorative surgery)* Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above**: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

25

GovWell

GovWell helps local government agencies to simplify processes and modernize citizen services.

We specialize in working with municipalities under 75,000 residents, as well as small and mid-size counties.

Hutto, TX	Hampton, GA	Shelby, NC	Decatur, TX	Kingsland, GA	Champlain, NY	Cold Spring, KY
45,232	8,143	21,855	7,758	21,122	5,692	6,353

Department solutions



Building Permits & Inspections

Build safely and efficiently with permit management, plan review, and inspections.



Planning and Zoning

Simplify development with online applications, workflow management, and plan review.



Code Enforcement

Uphold local laws and ordinances with case management and mobile-friendly inspections.



Licenses

Make it easy to apply, pay for, and renew licenses online.



Public Works

Track citizen complaints, manage assets, create & track work orders, and review plans.



Fire Department

Manage recurring fire inspections and review plans electronically.

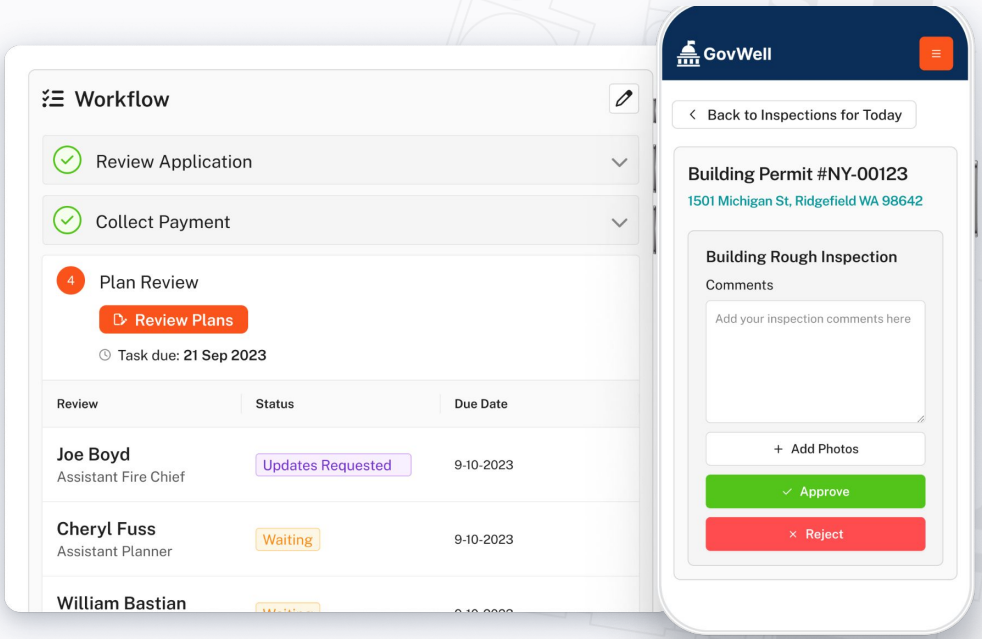
● Includes Electronic Plan Review

WHY GOVWELL?

Simplify processes

Track and speed up common workflows with intuitive, mobile-friendly software for local government operations.

- Reduce paper and citizen wait times.
- Improve collaboration across departments.
- Work from anywhere on any device.
- Customize to your unique needs.

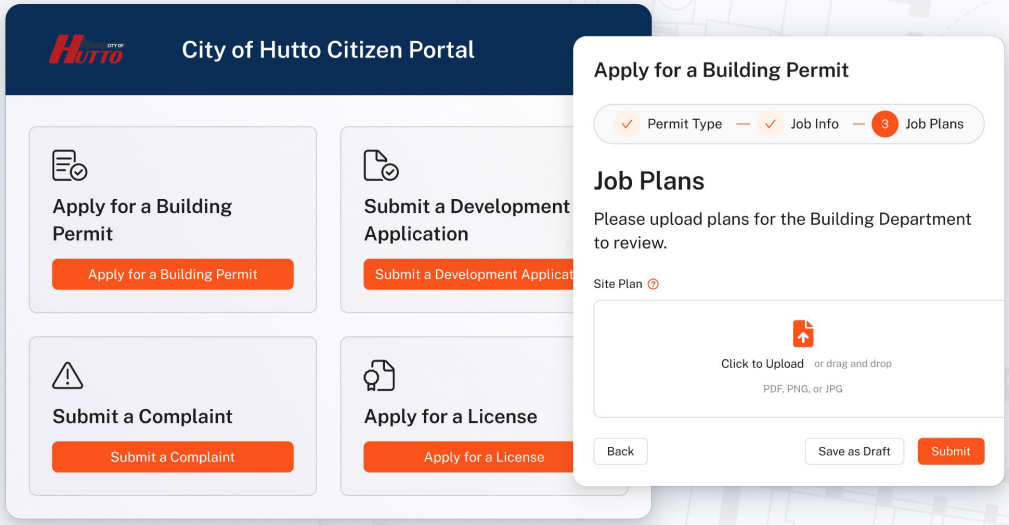


WHY GOVWELL?

Modernize citizen services

Facilitate access to government services online with intuitive portals and automated communications for routine processes.

- Help citizens access essential services online.
- Enable online payments via credit and debit card.
- Reduce phone calls by making processes more transparent.

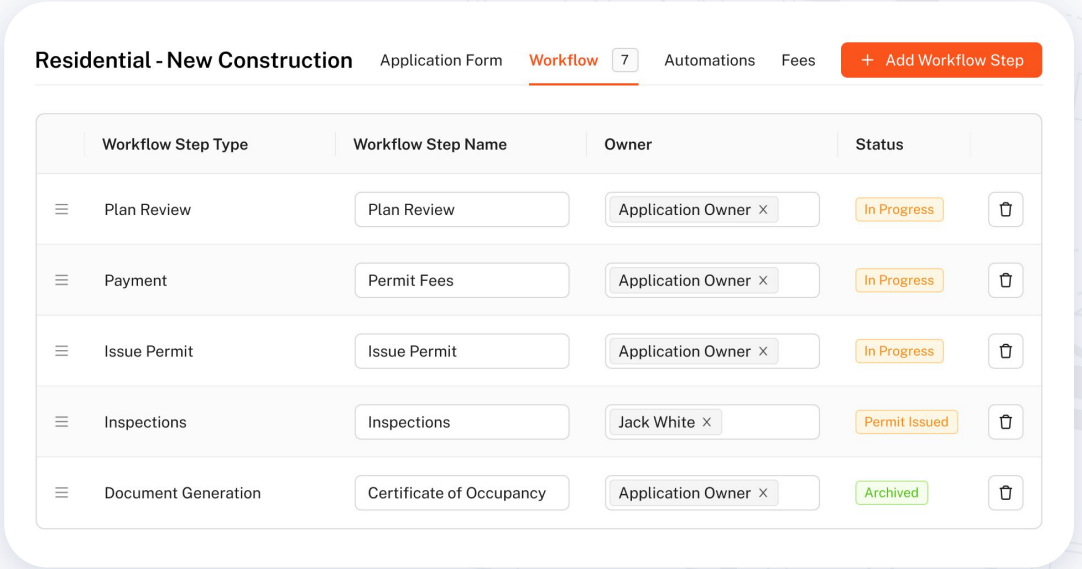


WHY GOVWELL?

Easily adapts to your unique processes

GovWell is the most configurable workflow automation software for government.
Instantly configure forms, workflows, reports, and more without waiting for IT or support.

- Empower your team to improve processes
- Automate routine workflows and tasks
- Simple to learn and use for non-technical staff



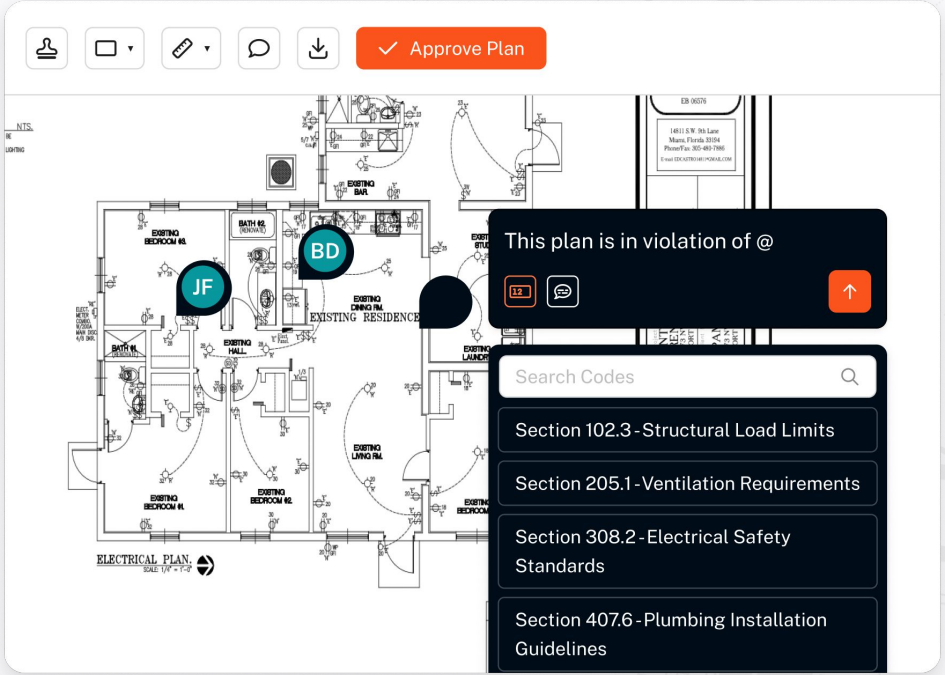
WHY GOVWELL?

Integrated electronic plan review

GovWell is the only solution that includes plan review for no extra cost.

- Work and collaborate faster in a single system
- Improve customer experience and transparency
- Save money on 3rd party plan review tools like Bluebeam

See It in Action

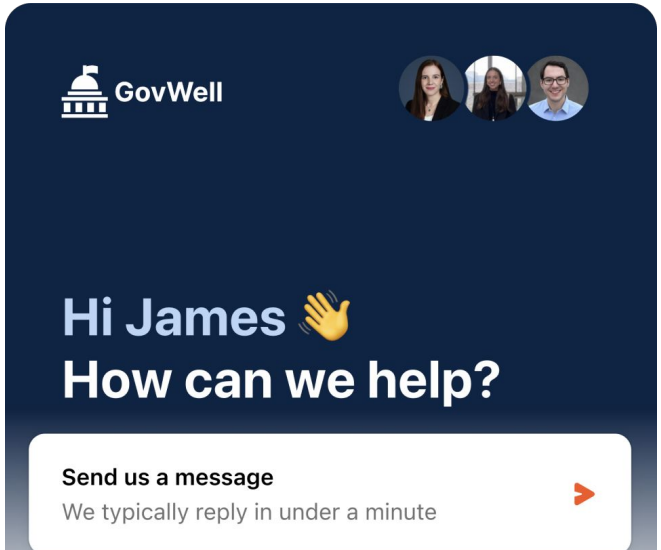


WHY GOVWELL?

Fast, unlimited support for staff and your community

<1 Minute Response Time

Contact us via chat, phone, and email



We Answer Citizen Questions For You

Reduce phone calls & emails to your office

Joe Smith - Contractor
How do I pull a new building permit?

Zach - GovWell
Hi, this is Zach from GovWell. I can help you start your application.
Please follow the link below for a new building permit application.
govwelltech.com/gotham-city/building

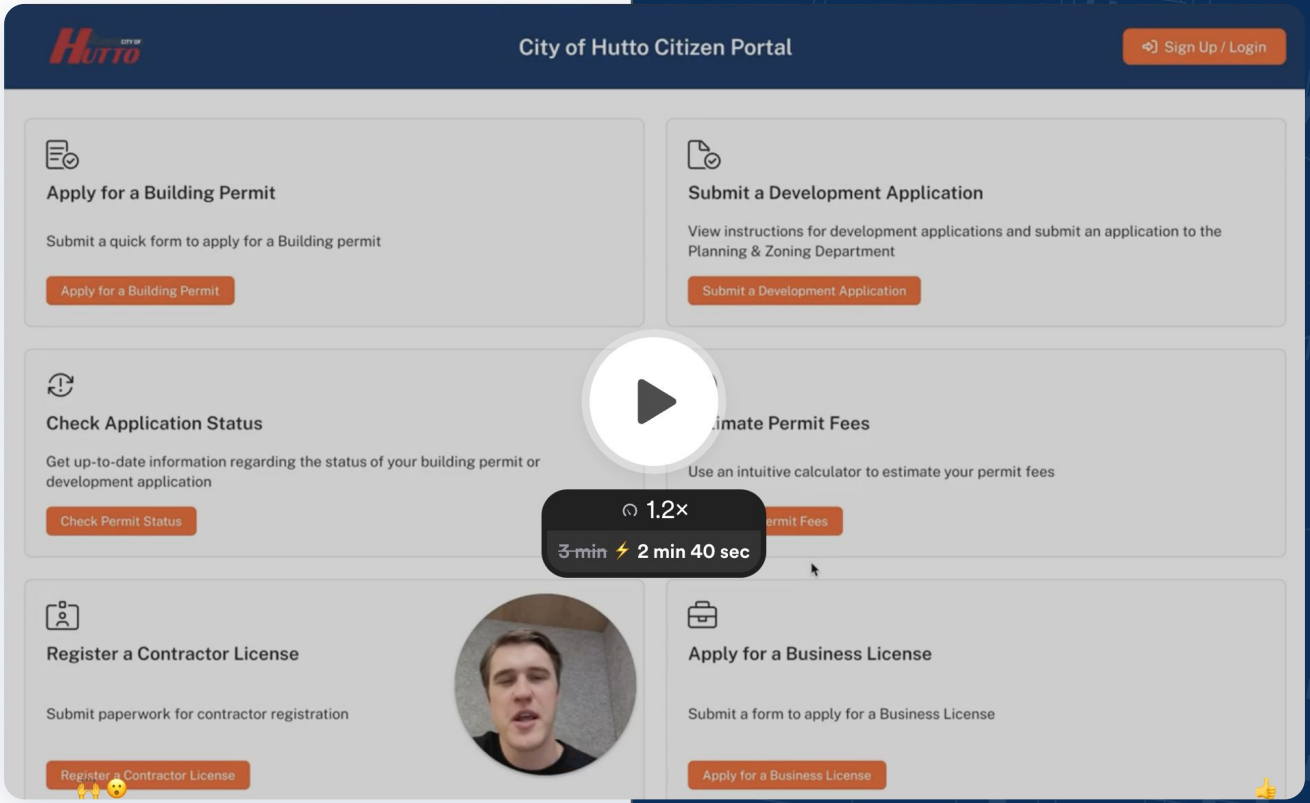
Joe Smith - Contractor
Thanks, I appreciate it!

GovWell

Product

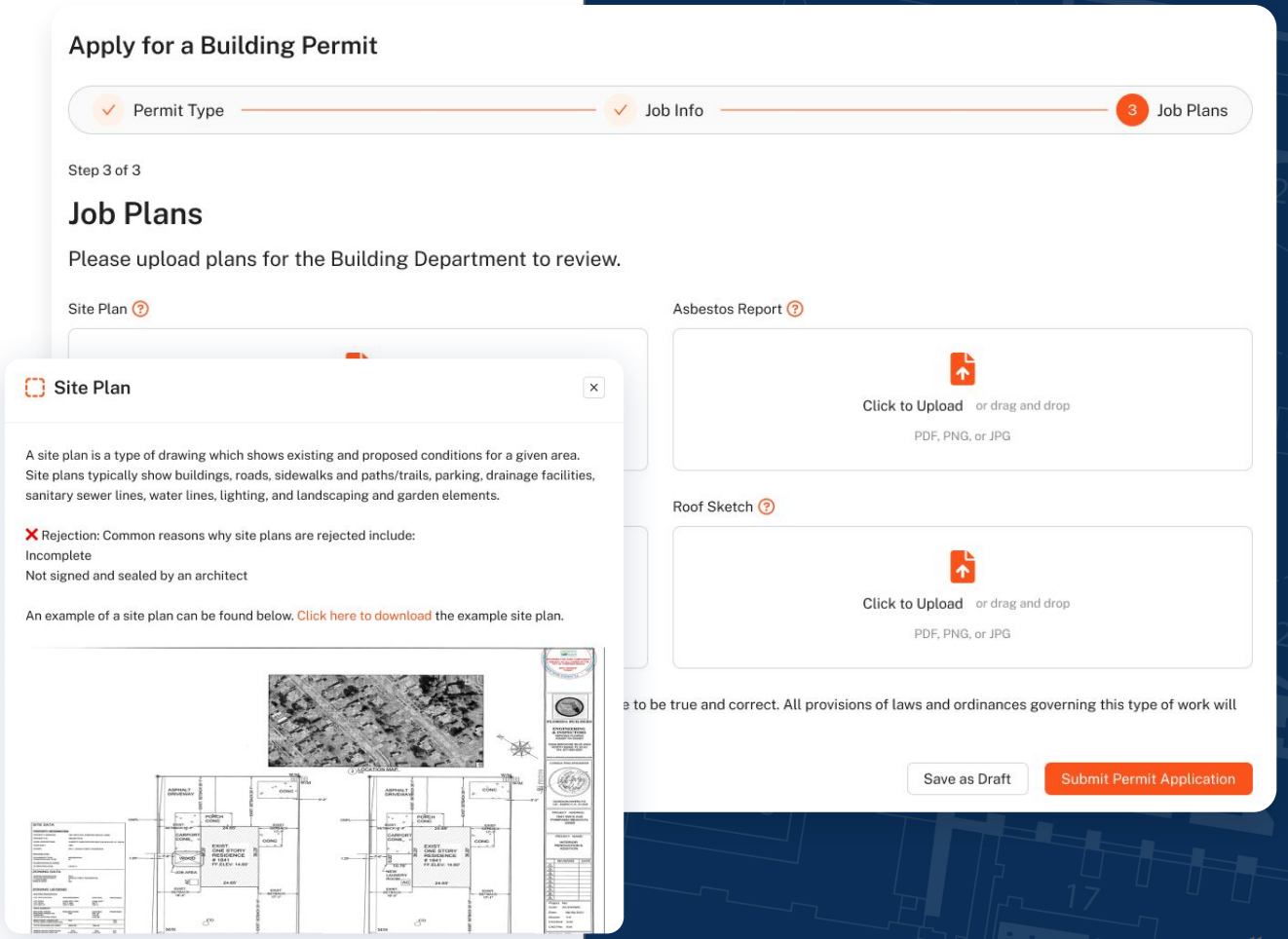


Watch a 3 → minute demo



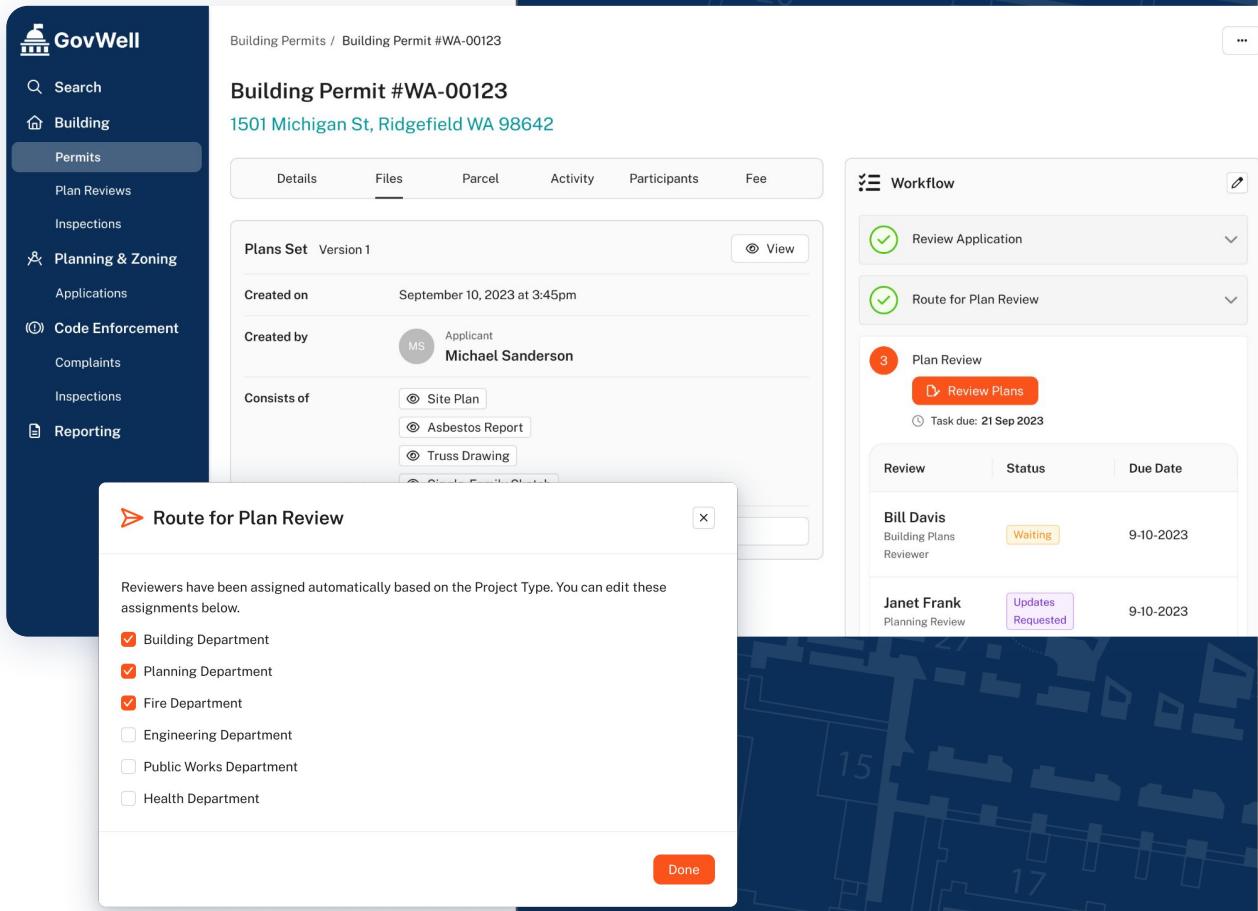
Make services accessible

Set up online portals for common services that enable form submission, document uploads, and prevent common submission errors.



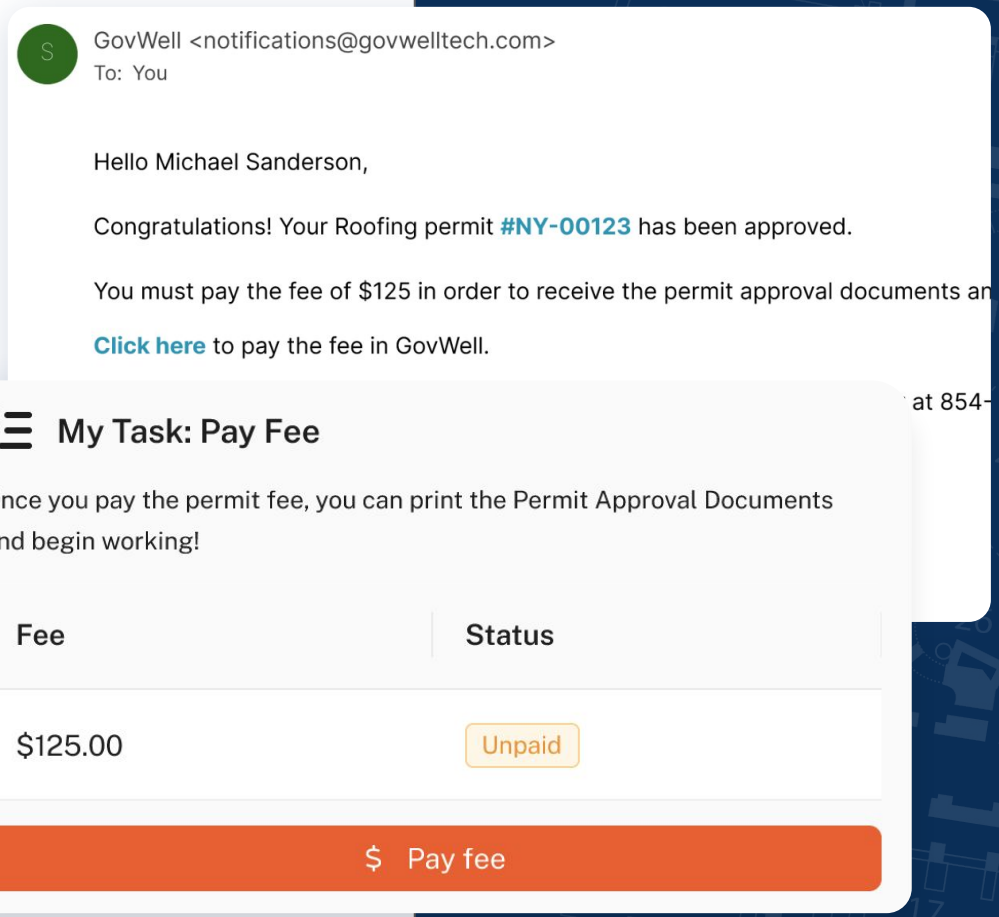
Staff portal

Move permit and license applications through simple and complex workflows easily. Reduce turnaround time by increasing staff efficiency and transparency across departments.



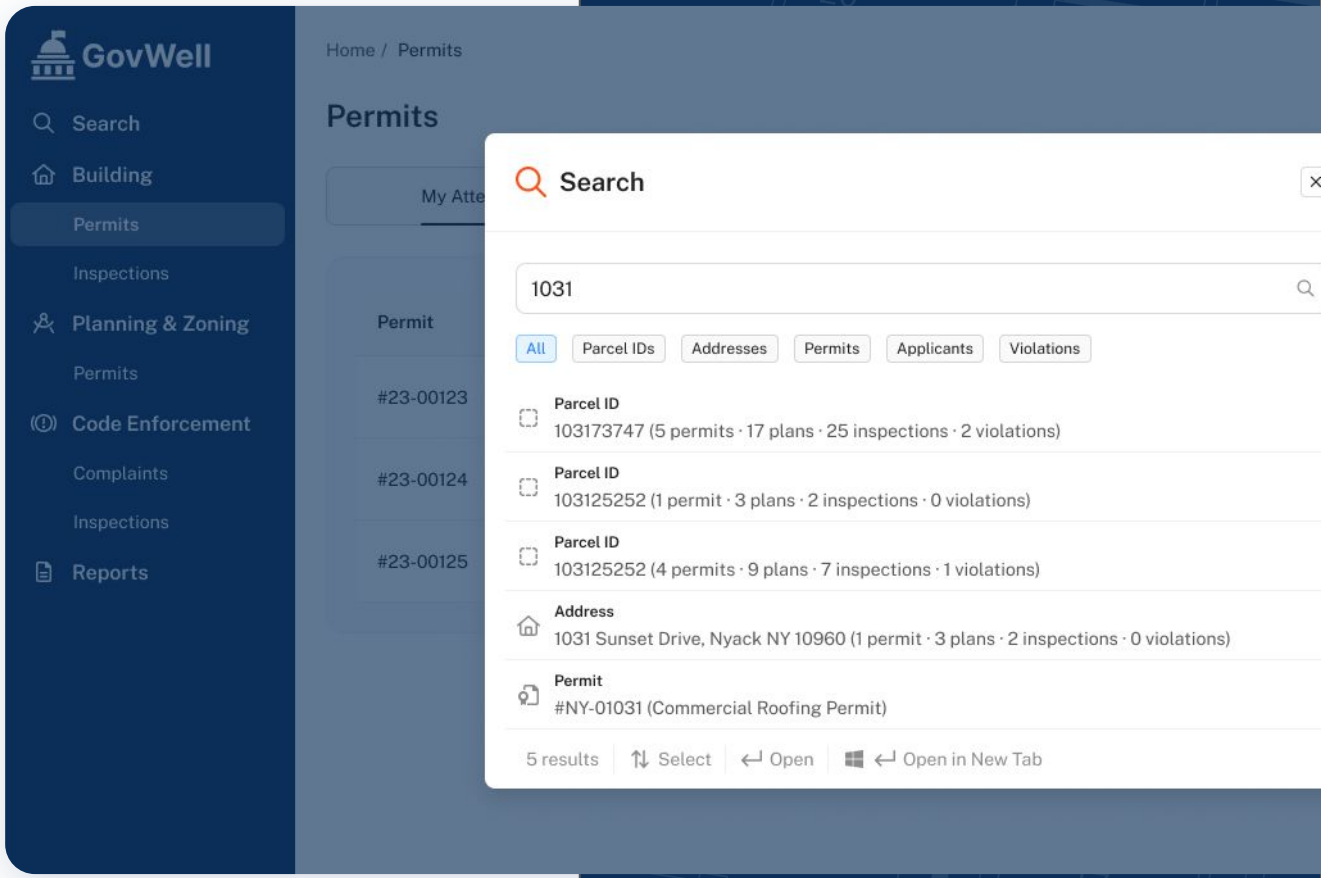
Online payments

Enable customers to securely pay fees online via credit/debit card and bank transfer. Put fee collection on autopilot with email reminders.



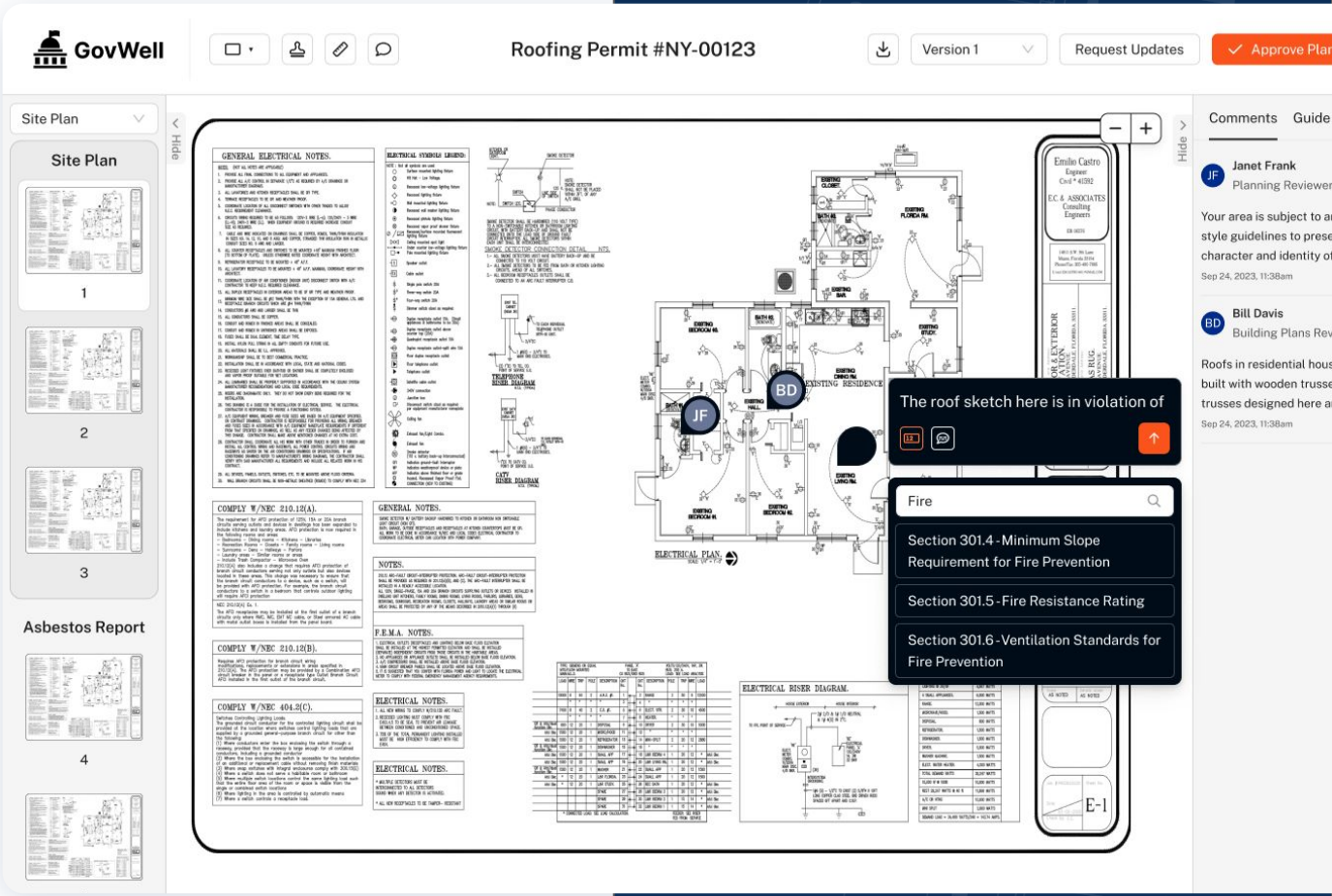
Search, fast

Search and filter across multiple record types.



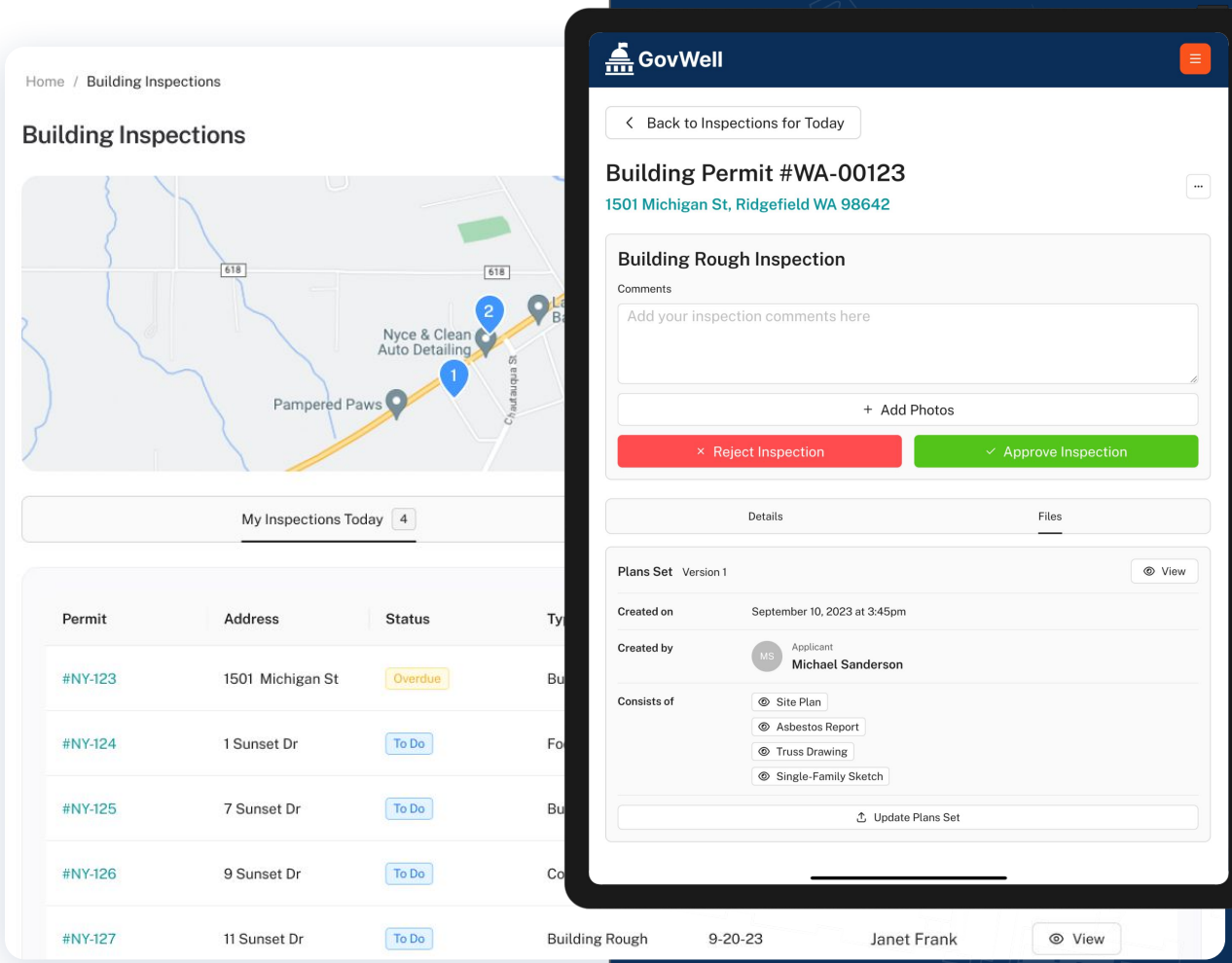
Plan review

Collaborate to markup plans electronically and share corrections with applicants. Review faster with comment templates and code references.



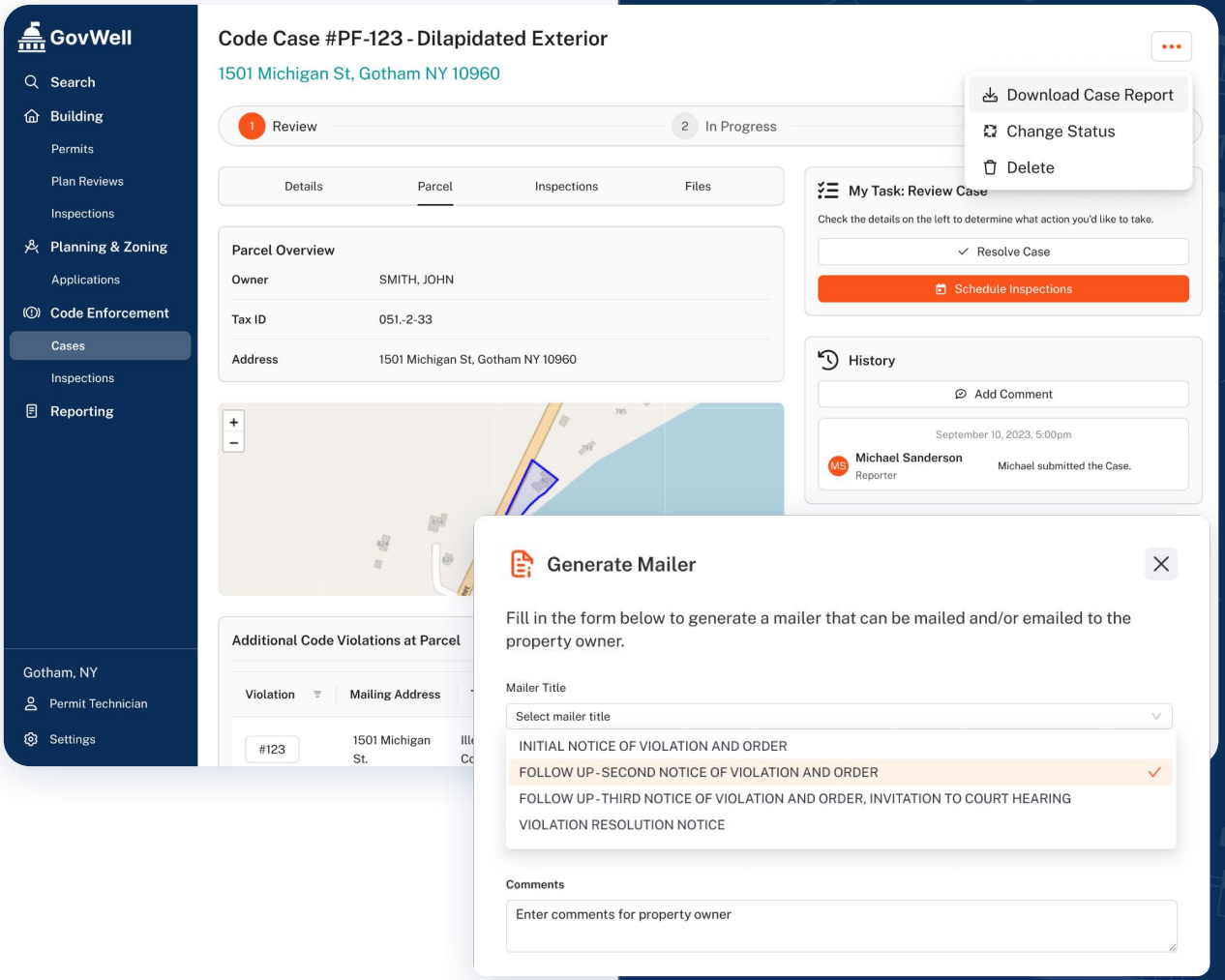
Inspections made easy

Log inspections and add photos from any mobile device. Plan efficient routes by visualizing your day's work.



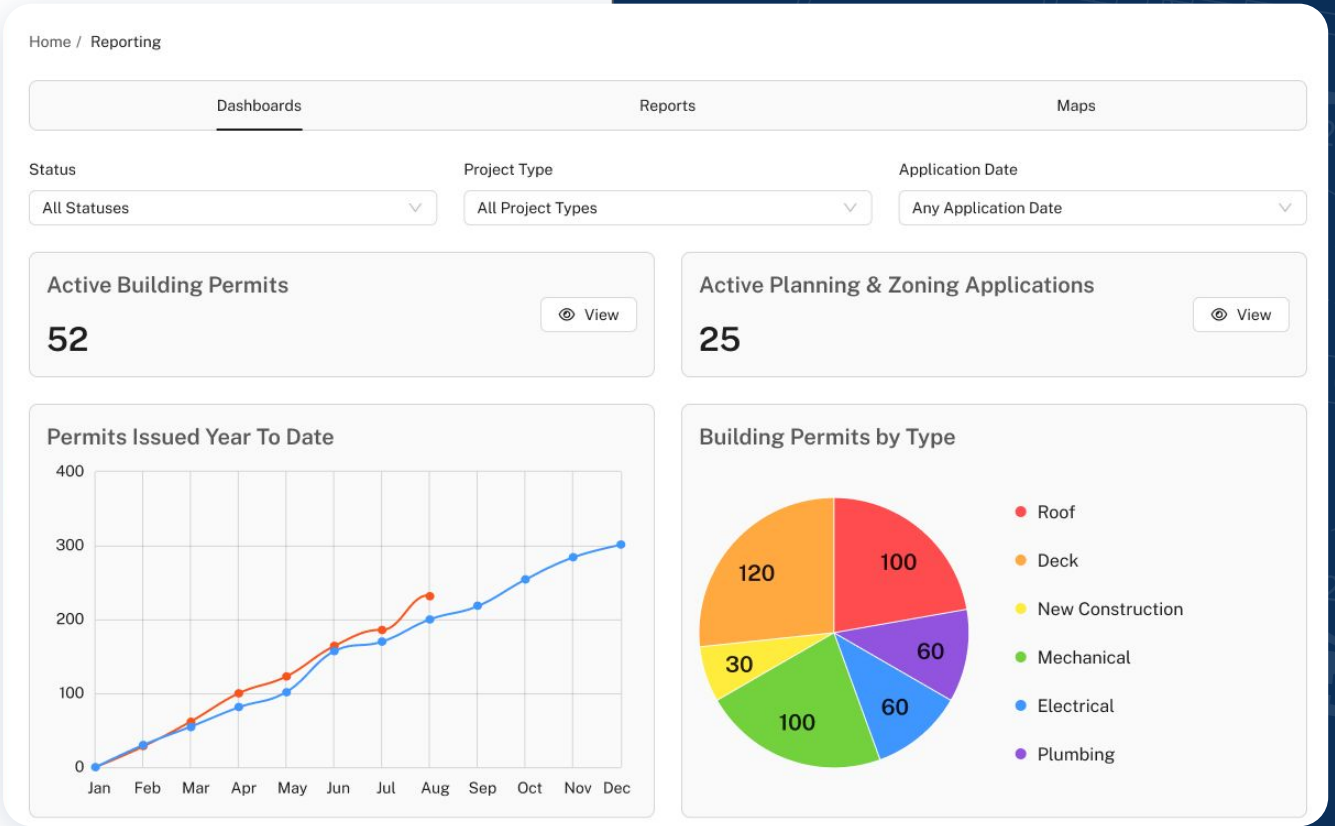
Code enforcement

Track violations, log inspections, and prepare violation notices. Get ready for court with one click.



Analytics and reporting

Effortlessly track key metrics, generate reports, and visualize data on maps.



Security

GovWell is **SOC 2 Certified (Type II)**.

As a trusted provider of software to government agencies around the United States, GovWell takes security and privacy extremely seriously.

For more info on GovWell's controls please visit:
https://trust.govwelltech.com/



GovWell

Pricing



Modules and pricing

Module	Description	Price (annual)
Building Permits & Inspections	Manage building permits, inspections, and plan review. Includes online portal for improving access and transparency to the public.	$20,000
Planning & Zoning	Online planning & zoning applications, workflow management, and plan review.	$20,000
Code Enforcement	Online citizen complaints + code enforcement case management.	$8,000

Total: $48,000

Implementation and data migration fees

Item	Description	Price (one-time)
Implementation	Full-service configuration of system, including: • Online forms / applications • Workflows for each record type • Document templates (Permit cards, COs, notices of violation) • Inspection templates • Reports	~~$18,000~~
Data Migration (Raw Data Only)	Migration of historical permit data to GovWell including data in CSV, Excel, .PDF and .JPG format. Customer is responsible for providing Files in the form of images or PDFs. Can be migrated as as long as there is an explicit connection from files to permits and other records - e.g. a CSV file specifying that file "ABC.pdf" is connected to Building Permit #24-0001. Customer is responsible for providing GovWell access to the data, and GovWell is responsible for formatting and importing it. • Building Permits and Inspections • Planning & Zoning • Code Enforcement	~~$6,000~~

Total: ~~$24,000~~ WAIVED

Implementation timelines

We work quickly to get you live on GovWell. We deploy modules in stages so that you can get up and running faster on the most important functionality.

Item	Details
Implementation Kickoff Date (Estimated)*	
Go-Live Date (Target)	
Current System Shut Off	

*We begin implementation after we sign a contract.

Pricing Summary

Item	Details
Year 1 cost	~~$72,000~~ (Implementation Fee of $24,000 Waived) $48,000
Annual Recurring services	$48,000
Annual Uplift	5% (not applicable when signing a multi-year agreement)
Billing	Annual, invoiced upon signing
Initial Term	*(Please let us know preferred term duration)*

Pricing valid through 11/23/24

Save money with multi-year agreements

We can lock in prices in exchange for longer commitments.

Included with your subscription

- Access to purchased modules, including upgrades and maintenance
- Full service implementation: GovWell owns system configuration, GIS integration, staff training
- Unlimited data storage
- Unlimited user licenses for purchased modules
- Same-day phone & email support (always speak to a human) + dedicated Customer Success Manager



Fast, easy implementation

You'll partner with a dedicated GovWell Customer Success Manager who is responsible for making your transition seamless.

For more info on how we support you during implementation, view our implementation guide here.



Marykate McCarthy

Sr. Customer Success Manager

Managed logistics for two presidential campaigns. BA Psychology, G.W University



Briana Barlow-Maibaum

Customer Success Manager

Child of two public servants, rormer D1 track & field athlete. BA Political Science, UCLA



Zach Wolf

Customer Success Manager

2+ years in state govt, political campaign manager. B.S. Applied Math, Washington Univ. in St. Louis



John - Building Official

Can you please add a required field for job value on new building permit applications?

Zach - Customer Success Manager



Hey John! I've just added the new field. Anything else I can help with?



Sarah Peters

Customer Success Manager

Started two companies in travel logistics / hospitality. BS Applied Economics & Management, Cornell University

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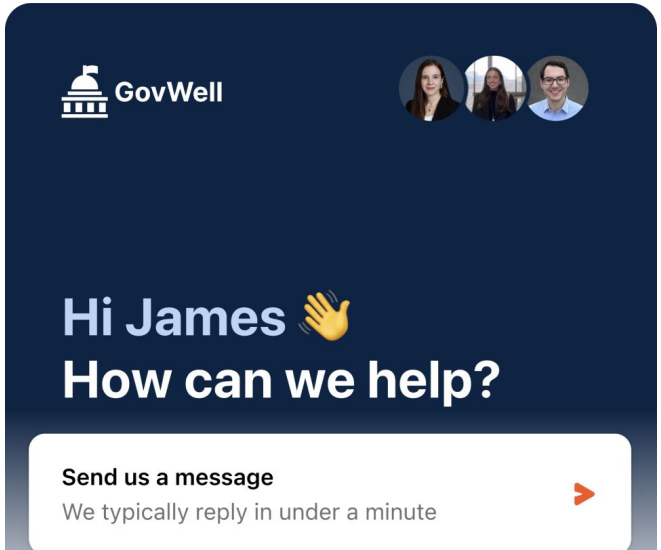

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Zach - GovWell
Hi, this is Zach from GovWell. I can help you start your application.
Please follow the link below for a new building permit application.
govwelltech.com/gotham-city/building

Joe Smith - Contractor
Thanks, I appreciate it!

Leadership



Troy LeCaire
CEO and Co-Founder

Originally from Green Bay, Wisconsin, Troy is passionate about empowering public servants to serve their communities better with modern technology. Before GovWell, Troy worked for two Wisconsin senators and spent 7 years in leadership roles at RippleMatch, a developer of hiring software used by 200+ employers like General Mills and eBay. He studied Government at Cornell University.



Ben Cohen
CTO and Co-Founder

Ben grew up helping his dad, a general contractor, to pull thousands of permits. Ben's personal struggles navigating development processes as an applicant inspired him to build more user-friendly products for governments and citizens. Before GovWell, Ben spent 5 years developing software for Uber and Amazon. He studied Computer Science at Princeton University.

Advisors



Michael A. Nutter
Mayor of Philadelphia (2008-2016)

Michael Nutter is a former two-term mayor of Philadelphia who previously spent nearly 15 years in the Philadelphia City Council.

Since leaving office in 2016, Mayor Nutter has remained active in public policy, government, and civic life. He is the inaugural David N. Dinkins Professor of Professional Practice in Urban and Public Affairs at Columbia University's School of International and Public Affairs and holds fellowships at the University of Pennsylvania, the University of Chicago, and Harvard Kennedy School Institute of Politics.

Mayor Nutter is past President of the United States Conference of Mayors and founder of Cities United. He holds a B.S. Degree in Economics from the Wharton School at the University of Pennsylvania.



C. William Frick
Majority Leader, Maryland House of Delegates (2017-2019)

Bill Frick served as the Majority Leader for the Maryland House of Delegates from 2017-2019, and as a member representing the 16th district from 2007-2019.

Frick was instrumental in passing key legislation related to environmental protection, health care, and economic development, earning a reputation as a dedicated and effective legislator.

In addition to his political career, Frick has had a successful legal career specializing in commercial litigation. After leaving the House of Delegates, he has continued to be active in public service and community affairs, contributing his expertise to various boards and initiatives in Maryland. He received his JD from Harvard Law School and BA from Northwestern University.

Zoning Form

(Original copy must be submitted to the WVABCA Licensing Department)

Note: If an establishment's location is not situated within a municipality, this office will need a letter from the County Commission stating that the establishment location is zoned properly. All applicants must complete the obverse (front) portion of the form.

To: Municipal Clerk or Recorder

Under the requirements set forth in 60-7-4a and/or 11-16-8(a)(5) of the W. Va. State Code, a person intending to apply for a license to operate an ABCA licensed Private Club, Private Wine Restaurant or Tavern at any location within a municipality **must file a notice of such intention with the Clerk or Recorder of such municipality at least ten (10) days prior** to filing an application for such license with the Alcohol Beverage Control Administration. Pursuant to this requirement, **notice** is herein given that the following intends to apply to the WVABCA for a license to operate a Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern issued pursuant to the provisions of §§ Chapter 60, Article 7 and Article 8 and/or Chapter 11, Article 16 of the W.Va. State Code.

Entity Name: Jass Video Investments, Lcc

DBA (Doing Business As): Highlife Lounge

Address of Establishment: 141c Elk Creek Road Mt. Clare WV 26408
(Street/Route) (City) (State) (Zip Code)

Applicant's Name(s): Woodward Jay Russel
(Last) (First) (Middle)

(Last) (First) (Middle)

General Description of Premises: Video Lottery Retailer

Food Services to be Offered: Snacks, Chips, Cookies, etc...

Patron Capacity: Less than 20

This Notice has been filed with the Clerk or Recorder of the City/Town of

_____ **on this** _____ **day of** _____, _____.

Applicant's Signature(s): [signature] Date: 1/15/25

_____ Date: _____

(Municipality to fill out reverse side of form)

ABCA-Lic.Z.2

EFFECTIVE DATES:

July 01, 2024 - June 30, 2025

2024 - 2025

LICENSE NUMBER

17-A-212-009395

ON PREMISES

West Virginia Alcohol Beverage Control Commissioner
Pursuant to the authority vested in the Commissioner by
CHAPTER 60, ARTICLE 7
CHAPTER 11, ARTICLE 16
a license is granted in the name and for the place of business set forth below:

LICENSE TO ENGAGE IN THE BUSINESS OF A

PRIVATE CLUB BAR

LICENSE TO OPERATE A PRIVATE CLUB: ALCOHOLIC LIQUOR AND NONINTOXICATING BEER SALES PERMITTED

ALCOHOL BEVERAGE CONTROL ADMINISTRATION
STATE OF WEST VIRGINIA
MONTANI SEMPER LIBERI

JASS VIDEO INVESTMENTS LLC
HIGH LIFE LOUNGE
P O BOX 1350
BRIDGEPORT, WV 26330

Physical Address:
141C ELK CREEK ROAD
MT. CLARE, WV 26408

Given under my hand on
Wednesday, May 22, 2024

Commissioner

Notice: This license is issued only to the Licensee named above for use as specified, and cannot be abandoned, loaned, rented, or leased, and is not assignable or transferable.
IT MUST BE RETURNED UPON SALE OR CLOSURE OF THE BUSINESS

VALID ONLY IF IMPRESSION SEAL IS PRESENT

17A212009395

Post in a **CONSPICUOUS** place at the location for which issued.

Harrison County Commission

Request to Attend Meeting

Name: Andy Bailey

Department: 911

Destination: Four Points by Sheraton - Charleston, WV

Travel Dates: March 23-27, 2025

Reason: WV NENA 911 Emerging Technologies Symposium

Total Estimated Cost $ 970.00

Transportation			$ $0.00
Air		$ 0.00	
Private Vehicle:			
Mileage	0 X .655	$ 0.00	
Rental Car		$ 0.00	
Lodging			$ 512.00
Registration			$ 250.00
Meals	(Estimated)		$ 208.00
Incidentals			$ 0.00

Employee Signature: Andrew D. Bailey Date: 01-10-2025

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Braiden Klema
Department	911
Destination	Four Points by Sheraton - Charleston, WV
Travel Dates	March 23-27, 2025
Reason	WV NENA 911 Emerging Technologies Symposium

Total Estimated Cost				$ 970.00
Transportation				$ $0.00
Air			$ 0.00	
Private Vehicle:				
Mileage	0	X .655	$ 0.00	
Rental Car			$ 0.00	
Lodging				$ 512.00
Registration				$ 250.00
Meals	(Estimated)			$ 208.00
Incidentals				$ 0.00

Employee Signature: _____ Date: 1/23/24

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Jade Hitt
Department	911
Destination	Four Points by Sheraton - Charleston, WV
Travel Dates	March 23-27, 2025
Reason	WV NENA 911 Emerging Technologies Symposium

Total Estimated Cost				$ 970.00
Transportation				$ $0.00
Air			$ 0.00	
Private Vehicle:				
Mileage	0	X .655	$ 0.00	
Rental Car			$ 0.00	
Lodging				$ 512.00
Registration				$ 250.00
Meals	(Estimated)			$ 208.00
Incidentals				$ 0.00

Employee Signature: Jade Hitt Date: 1/9/25

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Trevor Vance
Department	911
Destination	Four Points by Sheraton - Charleston, WV
Travel Dates	March 23-27, 2025
Reason	WV NENA 911 Emerging Technologies Symposium

Total Estimated Cost			$ 970.00
Transportation			$ $0.00
Air		$ 0.00	
Private Vehicle:			
Mileage	0 X .655	$ 0.00	
Rental Car		$ 0.00	
Lodging			$ 512.00
Registration			$ 250.00
Meals	(Estimated)		$ 208.00
Incidentals			$ 0.00

Employee Signature: _____ Date: 01/07/2025

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name: Julia Pierce

Department: 911

Destination: Putnam County 911, Winfield, WV

Travel Dates: March 2-5, 2025

Reason: Class: ICS-300 Intermediate ICS for Expanding Incidents

Total Estimated Cost $ 547.00

Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$ 330.00
Registration			$ 0.00
Meals (Estimated)			$ 217.00
Incidentals			$

Employee Signature: Julia Pierce Date: 1/7/25

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval

Date: _____

A8 Form Revised: May 1, 2014

Harrison County Commission

Request to Attend Meeting

Name	Corey Hagan
Department	911
Destination	Putnam County 911, Winfield, WV
Travel Dates	March 2-5, 2025
Reason	Class: ICS-300 Intermediate ICS for Expanding Incidents

Total Estimated Cost			$ 547.00
Transportation			$ $0.00
Air		$	
Private Vehicle:			
Mileage	X .655	$ 0.00	
Rental Car		$	
Lodging			$ 330.00
Registration			$ 0.00
Meals (Estimated)			$ 217.00
Incidentals			$

Employee Signature: Corey Hagan Date: 1/14/2025

Approving Authority: _____ Date: _____
(County Commission or Constitutional Official)

County Commission Action ( ) Approve ( ) Disapprove
Authorized travel within the approved budget by and for other constitutional offices does not require County Commission approval Date: _____

A8 Form Revised: May 1, 2014

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 12th day of December, 2024, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Tom Shelton. Individuals (collectively "the Parties").

RECITALS

WHEREAS, nuisance conditions exists on the Parties property in Harrison County, West Virginia – and thereby requiring specific timeframes for remediation of stipulated, admitted and conceded nuisance conditions; and

WHEREAS, the Parties believe it is in their best interests to reach a full and final agreement resolving the collection matters; and

WHEREAS, the Parties successfully resolved this matter via private negotiation.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS OF THE AGREEMENT

1.1 In consideration of the execution of this Agreement, the Parties agree as follows:

- That the Parties property located at District 12, Tax Map 466, Parcel 15.3 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

- That the Parties shall refrain from allowing construction materials, tires or material/car/rubbish parts to be deposited on her properties within Harrison County, or to accumulate on their properties within Harrison County.

- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials on McWhorter Road property situate within the County, no sooner than fifteen (15) days of the execution of Agreement, at a time convenient to the Commission or its contractors. **THIS FIFTEEN (15) DAY TIMEFRAME IS INSERTED HEREIN SO THAT Tom Shelton HAS TIME TO REMOVE PERSONAL ITEMS.**

- The Parties hereby authorizes the Commission, and its authorized agents, representatives and contractors to enter upon the Parties property situate in Harrison County, West Virginia for the purpose of satisfying the terms and conditions, and intent, of this Agreement. Stated differently, the Parties expressly vests in the Commission, and its authorized agents, representatives and contractors, a temporary, unrestricted construction easement to complete the work and remediation contemplated by this Agreement – said easement terminating upon the completion of remediation work to the sole and lone satisfaction of the Commission – consistent with this Agreement.

- The Parties unconditionally waives, releases, acquits and forever discharges the Commission, and its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors or and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, right of contribution or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, on account of or in any way related to the remediation of their parcel in Harrison County, West Virginia, and the presence of the Commission, and/or its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors on the Parties property/the Parcel.

- The Commission states that it shall attempt to schedule and coordinate all remediation work with the Parties, and shall attempt to utilize cost-effective contractors.

- The Parties also specifically grants a construction/remediation lien for the full amount of the actual, paid expense necessary to remediate the nuisance conditions located on their parcel in Harrison County, West Virginia, to the benefit of the Harrison County Commission; and consents to the recordation of said lien in any and all relevant county offices and indexes by the Harrison County Commission.

- The Parties covenants that they shall refrain prospectively from maintaining a nuisance on their parcel located in Harrison County, West Virginia. Among others, The Parties will not cause, directly or indirectly, vehicles, trailers, or garbage (abandoned or otherwise) to accumulate on their property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that the Parties shall not challenge this Agreement for lack of consideration.

- It is expressly understood that should the Parties breach any provision of this Agreement the Commission preserves its right to seek full relief, and all remedies available under West Virginia law. Further, in the event of breach, the Parties shall be immediately obligated to reimburse the Commission for all remediation costs incurred, as well as for all reasonable attorney's fees, court costs, and finance or interest charges relating to the remediation of the Parties parcel situate in Harrison County, West Virginia.

REPRESENTATIONS AND WARRANTIES

2.1 All parties represent and warrant as follows: (a) that they have the absolute right, power, authority and capacity to enter into and perform this Agreement without any other or further authorization, action or proceeding whatsoever; (b) that they knowingly and voluntarily execute and deliver this Agreement, and in doing so, that they are fully aware of the contents of this Agreement; (c) that the execution and delivery of this Agreement is not the result of any fraud, duress, mistake or undue influence of any nature whatsoever; (d) that they have been advised to and have had the opportunity to consult with counsel prior to executing this Agreement; (e) that no promise, inducement or agreement not herein expressed has been made to or relied upon by it prior to executing this Agreement; (f) that this Agreement has been duly executed by a person with appropriate authority and the performance of this Agreement by it shall not violate, result in a breach of, or constitute a default under any agreement, instrument judgment, or decree to which it is a party or to which it may be subject; and (g) that this Agreement constitutes a valid and binding Agreement.

GOVERNING LAW

3.1 This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Harrison County, West Virginia.

COUNTERPARTS

4.1 This Agreement may be executed in multiple counterparts, each which shall be deemed an original, and all of which shall constitute one Agreement. The signature of a Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Telecopy, facsimile, PDF and other electronically transmitted copies of signatures shall be deemed effective as originals.

FURTHER ASSURANCES

5.1 The Parties shall execute such further document(s) and do any and all such further things as may be reasonably necessary to implement and carry out this Agreement.

UNKNOWN AND UNANTICIPATED DAMAGES

6.1 It is expressly understood and agreed by the Parties that the releases set forth in this Agreement as to property damage are full and final releases, and that such releases are intended to and do embrace not only known and anticipated damages and expenses alleged, but also unknown and unanticipated damages and expenses that may later be alleged to develop or be discovered, including all effects and consequences thereof, whether foreseen or unforeseen.

HEADINGS

7.1 The headings or the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part of the Agreement.

MUTUAL DRAFTING

8.1 The Parties agree that this Agreement, in its final form, is the product of mutual efforts by the Parties following review and consideration by each, and this Agreement shall not be construed or interpreted against any Party based presumably upon that Party drafting this Agreement.

ENTIRE AGREEMENT; AMENDMENT

9.1 This Agreement contains the entire understanding of all the Parties to this Agreement with respect to the subject matter hereof, superseding all prior oral or written understandings relating thereto. No amendments, modification, or termination of this Agreement or any waiver of any provision hereof shall be valid or effective unless in writing and signed by all the Parties.

SEVERABILITY

10.1 In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and dates set forth below.

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:

Its:

Dated:

By Willard T Shelton

Its: owner

Dated: 12-16-24

The foregoing Agreement was acknowledged before me this 16 day of December, 2024, by Willard Shelton

My commission expires 10 | 08 | 2028

DILEYSHA NATER
Notary Public, State of Florida
Commission# HH 601563
My comm. expires Oct. 8, 2028

NOTARY PUBLIC

[SEAL]

[insert Exhibit 1 – Nuisance Packet]

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 11th day of December, 2024, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Tamara Defazio, Individuals (collectively "the Parties").

RECITALS

WHEREAS, nuisance conditions exists on the Parties property in Harrison County, West Virginia – and thereby requiring specific timeframes for remediation of stipulated, admitted and conceded nuisance conditions; and

WHEREAS, the Parties believe it is in their best interests to reach a full and final agreement resolving the collection matters; and

WHEREAS, the Parties successfully resolved this matter via private negotiation.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS OF THE AGREEMENT

1.1 In consideration of the execution of this Agreement, the Parties agree as follows:

- That the Parties property located at District 09, Tax Map 22B, Parcel 58.3 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

- That the Parties shall refrain from allowing construction materials, tires or material/car/rubbish parts to be deposited on her properties within Harrison County, or to accumulate on their properties within Harrison County.

- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials Shinnston Pike (Yellow House) property situate within the County, no sooner than ~~fifteen (15)~~ 120 days of the execution of Agreement, at a time convenient to the Commission or its contractors. **THIS ~~FIFTEEN (15)~~ 120 DAY TIMEFRAME IS INSERTED HEREIN SO THAT Tammy Defazio HAS TIME TO REMOVE PERSONAL ITEMS.**

27

120 days ##

- The Parties hereby authorizes the Commission, and its authorized agents, representatives and contractors to enter upon the Parties property situate in Harrison County, West Virginia for the purpose of satisfying the terms and conditions, and intent, of this Agreement. Stated differently, the Parties expressly vests in the Commission, and its authorized agents, representatives and contractors, a temporary, unrestricted construction easement to complete the work and remediation contemplated by this Agreement – said easement terminating upon the completion of remediation work to the sole and lone satisfaction of the Commission – consistent with this Agreement.

- The Parties unconditionally waives, releases, acquits and forever discharges the Commission, and its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors or and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, right of contribution or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, on account of or in any way related to the remediation of their parcel in Harrison County, West Virginia, and the presence of the Commission, and/or its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors on the Parties property/the Parcel.

- The Commission states that it shall attempt to schedule and coordinate all remediation work with the Parties, and shall attempt to utilize cost-effective contractors.

- The Parties also specifically grants a construction/remediation lien for the full amount of the actual, paid expense necessary to remediate the nuisance conditions located on their parcel in Harrison County, West Virginia, to the benefit of the Harrison County Commission; and consents to the recordation of said lien in any and all relevant county offices and indexes by the Harrison County Commission.

- The Parties covenants that they shall refrain prospectively from maintaining a nuisance on their parcel located in Harrison County, West Virginia. Among others, The Parties will not cause, directly or indirectly, vehicles, trailers, or garbage (abandoned or otherwise) to accumulate on their property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that the Parties shall not challenge this Agreement for lack of consideration.

- It is expressly understood that should the Parties breach any provision of this Agreement the Commission preserves its right to seek full relief, and all remedies available under West Virginia law. ~~Further, in the event of breach, the Parties shall be immediately obligated to reimburse the Commission for all remediation costs incurred, as well as for all reasonable attorney's fees, court costs, and finance or interest charges relating to the remediation of the Parties parcel situate in Harrison County, West Virginia.~~

and Tammy DeFazio
their

JAD
RZ

REPRESENTATIONS AND WARRANTIES

2.1 All parties represent and warrant as follows: (a) that they have the absolute right, power, authority and capacity to enter into and perform this Agreement without any other or further authorization, action or proceeding whatsoever; (b) that they knowingly and voluntarily execute and deliver this Agreement, and in doing so, that they are fully aware of the contents of this Agreement; (c) that the execution and delivery of this Agreement is not the result of any fraud, duress, mistake or undue influence of any nature whatsoever; (d) that they have been advised to and have had the opportunity to consult with counsel prior to executing this Agreement; (e) that no promise, inducement or agreement not herein expressed has been made to or relied upon by it prior to executing this Agreement; (f) that this Agreement has been duly executed by a person with appropriate authority and the performance of this Agreement by it shall not violate, result in a breach of, or constitute a default under any agreement, instrument judgment, or decree to which it is a party or to which it may be subject; and (g) that this Agreement constitutes a valid and binding Agreement.

GOVERNING LAW

3.1 This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Harrison County, West Virginia.

COUNTERPARTS

4.1 This Agreement may be executed in multiple counterparts, each which shall be deemed an original, and all of which shall constitute one Agreement. The signature of a Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Telecopy, facsimile, PDF and other electronically transmitted copies of signatures shall be deemed effective as originals.

FURTHER ASSURANCES

5.1 The Parties shall execute such further document(s) and do any and all such further things as may be reasonably necessary to implement and carry out this Agreement.

UNKNOWN AND UNANTICIPATED DAMAGES

6.1 It is expressly understood and agreed by the Parties that the releases set forth in this Agreement as to property damage are full and final releases, and that such releases are intended to and do embrace not only known and anticipated damages and expenses alleged, but also unknown and unanticipated damages and expenses that may later be alleged to develop or be discovered, including all effects and consequences thereof, whether foreseen or unforeseen.

HEADINGS

7.1 The headings or the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part of the Agreement.

MUTUAL DRAFTING

8.1 The Parties agree that this Agreement, in its final form, is the product of mutual efforts by the Parties following review and consideration by each, and this Agreement shall not be construed or interpreted against any Party based presumably upon that Party drafting this Agreement.

ENTIRE AGREEMENT; AMENDMENT

9.1 This Agreement contains the entire understanding of all the Parties to this Agreement with respect to the subject matter hereof, superseding all prior oral or written understandings relating thereto. No amendments, modification, or termination of this Agreement or any waiver of any provision hereof shall be valid or effective unless in writing and signed by all the Parties.

SEVERABILITY

10.1 In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and dates set forth below.

_____

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

By: Tammy J. Defazio

Its: Owner

Dated: 12/11/2024

The foregoing Agreement was acknowledged before me this 11th day of December, 2024, by Tammy Defazio.

My commission expires June 29, 2026

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CHARLOTTE SHAFFER
Harrison County Planning Department
301 West Main Street
Clarksburg, West Virginia 26301
My Commission Expires June 29, 2026

NOTARY PUBLIC

[SEAL]

[insert Exhibit 1 – Nuisance Packet]

ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 13 day of December, 2024, by and among the Harrison County Commission, West Virginia, ("the Commission"), and Richard Judd, Individuals (collectively "the Parties").

RECITALS

WHEREAS, nuisance conditions exists on the Parties property in Harrison County, West Virginia – and thereby requiring specific timeframes for remediation of stipulated, admitted and conceded nuisance conditions; and

WHEREAS, the Parties believe it is in their best interests to reach a full and final agreement resolving the collection matters; and

WHEREAS, the Parties successfully resolved this matter via private negotiation.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS OF THE AGREEMENT

1.1 In consideration of the execution of this Agreement, the Parties agree as follows:

- That the Parties property located at District 01, Tax Map 103, Parcel 6 is a nuisance in Harrison County, West Virginia – and the provisions herein apply as to this parcel, and the materials situate thereon.

- That the Parties shall refrain from allowing construction materials, tires or material/car/rubbish parts to be deposited on her properties within Harrison County, or to accumulate on their properties within Harrison County.

- The Parties shall allow the Commission to remove all such materials, construction materials, tires, car parts/rubbish/trailers and other unsightly and offensive materials On Philippi Pike property situate within the County, no sooner than fifteen (15) days of the execution of Agreement, at a time convenient to the Commission or its contractors. **THIS FIFTEEN (15) DAY TIMEFRAME IS INSERTED HEREIN SO THAT** Richard Judd **HAS TIME TO REMOVE PERSONAL ITEMS.**

- The Parties hereby authorizes the Commission, and its authorized agents, representatives and contractors to enter upon the Parties property situate in Harrison County, West Virginia for the purpose of satisfying the terms and conditions, and intent, of this Agreement. Stated differently, the Parties expressly vests in the Commission, and its authorized agents, representatives and contractors, a temporary, unrestricted construction easement to complete the work and remediation contemplated by this Agreement – said easement terminating upon the completion of remediation work to the sole and lone satisfaction of the Commission – consistent with this Agreement.

- The Parties unconditionally waives, releases, acquits and forever discharges the Commission, and its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors or and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses, right of contribution or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, on account of or in any way related to the remediation of their parcel in Harrison County, West Virginia, and the presence of the Commission, and/or its authorized employees, officers, directors, partners, shareholders, affiliates agents, representatives and contractors on the Parties property/the Parcel.

- The Commission states that it shall attempt to schedule and coordinate all remediation work with the Parties, and shall attempt to utilize cost-effective contractors.

- The Parties also specifically grants a construction/remediation lien for the full amount of the actual, paid expense necessary to remediate the nuisance conditions located on their parcel in Harrison County, West Virginia, to the benefit of the Harrison County Commission; and consents to the recordation of said lien in any and all relevant county offices and indexes by the Harrison County Commission.

- The Parties covenants that they shall refrain prospectively from maintaining a nuisance on their parcel located in Harrison County, West Virginia. Among others, The Parties will not cause, directly or indirectly, vehicles, trailers, or garbage (abandoned or otherwise) to accumulate on their property.

- The Parties tenders one dollar (1.00) unto the Commission as consideration for this Agreement and specifically agrees that the Parties shall not challenge this Agreement for lack of consideration.

- It is expressly understood that should the Parties breach any provision of this Agreement the Commission preserves its right to seek full relief, and all remedies available under West Virginia law. Further, in the event of breach, the Parties shall be immediately obligated to reimburse the Commission for all remediation costs incurred, as well as for all reasonable attorney's fees, court costs, and finance or interest charges relating to the remediation of the Parties parcel situate in Harrison County, West Virginia.

REPRESENTATIONS AND WARRANTIES

2.1 All parties represent and warrant as follows: (a) that they have the absolute right, power, authority and capacity to enter into and perform this Agreement without any other or further authorization, action or proceeding whatsoever; (b) that they knowingly and voluntarily execute and deliver this Agreement, and in doing so, that they are fully aware of the contents of this Agreement; (c) that the execution and delivery of this Agreement is not the result of any fraud, duress, mistake or undue influence of any nature whatsoever; (d) that they have been advised to and have had the opportunity to consult with counsel prior to executing this Agreement; (e) that no promise, inducement or agreement not herein expressed has been made to or relied upon by it prior to executing this Agreement; (f) that this Agreement has been duly executed by a person with appropriate authority and the performance of this Agreement by it shall not violate, result in a breach of, or constitute a default under any agreement, instrument judgment, or decree to which it is a party or to which it may be subject; and (g) that this Agreement constitutes a valid and binding Agreement.

GOVERNING LAW

3.1 This Agreement shall be governed, construed and enforced in accordance with the laws of the State of West Virginia. The Parties agree that any action arising from or relating to this Agreement shall be instituted in the Circuit Court of Harrison County, West Virginia.

COUNTERPARTS

4.1 This Agreement may be executed in multiple counterparts, each which shall be deemed an original, and all of which shall constitute one Agreement. The signature of a Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Telecopy, facsimile, PDF and other electronically transmitted copies of signatures shall be deemed effective as originals.

FURTHER ASSURANCES

5.1 The Parties shall execute such further document(s) and do any and all such further things as may be reasonably necessary to implement and carry out this Agreement.

UNKNOWN AND UNANTICIPATED DAMAGES

6.1 It is expressly understood and agreed by the Parties that the releases set forth in this Agreement as to property damage are full and final releases, and that such releases are intended to and do embrace not only known and anticipated damages and expenses alleged, but also unknown and unanticipated damages and expenses that may later be alleged to develop or be discovered, including all effects and consequences thereof, whether foreseen or unforeseen.

HEADINGS

7.1 The headings or the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part of the Agreement.

MUTUAL DRAFTING

8.1 The Parties agree that this Agreement, in its final form, is the product of mutual efforts by the Parties following review and consideration by each, and this Agreement shall not be construed or interpreted against any Party based presumably upon that Party drafting this Agreement.

ENTIRE AGREEMENT; AMENDMENT

9.1 This Agreement contains the entire understanding of all the Parties to this Agreement with respect to the subject matter hereof, superseding all prior oral or written understandings relating thereto. No amendments, modification, or termination of this Agreement or any waiver of any provision hereof shall be valid or effective unless in writing and signed by all the Parties.

SEVERABILITY

10.1 In the event that any of the provisions of this Agreement shall be held invalid or unenforceable by reason of any final judgment or administrative ruling or by reason of any legislation not existing or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and dates set forth below.

THE HARRISON COUNTY COMMISSION, WEST VIRGINIA

By:_____

Its:_____

Dated:_____

By Richard Judd

Its owner

Dated: 12/13/24

The foregoing Agreement was acknowledged before me this 13th day of December, 2024, by Richard Judd.

My commission expires June 29, 2026

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CHARLOTTE SHAFFER
Harrison County Planning Department
301 West Main Street
Clarksburg, West Virginia 26301
My Commission Expires June 29, 2026

NOTARY PUBLIC

[SEAL]

[insert Exhibit 1 – Nuisance Packet]

Restricted Appraisal Report of the Real Property of:
Richard Edison Law
Grant District and Elk District
Harrison County, West Virginia
Tax Parcel # 17-11-0448-0024-0000

Client & Intended User:
Harrison County Farmland Protection Board
301 West Main Street
Clarksburg, WV 26301
Phone: (304) 624-8692
Email: harrison@wvfp.org

Harrison County **Farmland Protection**
Part of the WV Farmland Protection System

Effective Date of Value:
September 18, 2023

Prepared by:
Derek R. Molen, R/W-AC, SRA & Tyler R. Satterfield, SRA, R/W-AC
P.O. Box 343
Lawrenceville, PA 16929

November 17, 2023

Harrison County Farmland Protection Board
ATTN: Ms. Mimi Riffle, Administrator
304.940.5550
Mimi.Riffle@mail.wvu.edu

Dear Ms. Riffle:

Per your engagement, we are pleased to submit the attached restricted appraisal report for the market value of the land and surface rights of the subject property before and after the placement of a proposed perpetual conservation easement. The subject is identified in Harrison County, West Virginia, public records as Tax Parcel # 17-11-0448-0024-0000. The acreage indicated in the provided title report is 151.507 acres; this land area has been adopted for the valuation of the subject. The most recently recorded legal description is contained in the deed recorded in Deed Book 1028 Page 417 of Harrison County.

This Letter of Transmittal does not independently constitute an appraisal report. The accompanying restricted appraisal report is intended to be used in whole and not in part.

Derek R. Molen inspected the subject property on September 18, 2023, which establishes the effective date of value for this appraisal assignment. The property inspection was made with the accompaniment of property owner Richard Edison Law. We (Derek R. Molen and Tyler R. Satterfield) have personally developed the analyses and conclusions presented within the body of the report.

The appraisal was developed, and the restricted appraisal report was prepared, in conformance with the Appraisal Standards Board's *Uniform Standards of Professional Appraisal Practice* (Standards Rules 1 & 2). Additional assumptions and limiting conditions are contained within the addenda of the report (Statement of Assumptions and Limiting Conditions).

A hypothetical condition that the subject property has been encumbered by the proposed perpetual conservation easement is employed for the valuation of the subject property in the after condition. The use of this hypothetical condition is necessary for credible analysis and might have affected the assignment results. No extraordinary assumptions or other hypothetical conditions have been employed in this appraisal.

Although this restricted appraisal report is not required or intended to comply with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) 1.2.4, I have utilized the definition of market value found in UASFLA. Accordingly, this appraisal does not link the opinion(s) of value to a specific opinion of exposure time. Per UASFLA, "this [the inclusion of exposure time in the definition of market value] requires a jurisdictional exception to USPAP because, as discussed in Section 4.2.1.2, the federal definition of market value already presumes that the property was exposed on the open market for a reasonable length of time, given the character of the property and its market." Therefore, a jurisdictional exception is invoked accordingly. No other jurisdictional exceptions have been invoked in this appraisal.

In our opinion, the market value of the owner's entire property interest (land value; surface rights only) immediately before the placement of the proposed perpetual conservation easement, and as unaffected thereby, is **$530,000**, and the market value of the property interest (land value; surface rights only) remaining immediately after the encumbrance by, and as affected by the easement, is **$230,000**. Therefore, the value of the proposed perpetual conservation easement is **$300,000**, as of September 18, 2023, which is the effective date of value, based upon our independent appraisal and the exercise of our professional judgment.

We appreciate the opportunity to be of service in this matter. Should you have any questions or comments, or if you require additional information, please feel free to contact us directly.

Warm Regards,

Derek R Molen, R/W-AC, SRA

West Virginia Certified General Real Estate Appraiser

Certification #CG2805

Derek@VistaRSI.com

717.226.4160

Tyler R. Satterfield, SRA, R/W-AC

West Virginia Certified General Real Estate Appraiser

Certification #CG3339

Tyler@VistaRSI.com

570.772.7823

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Executive Summary	
Client:	Harrison County Farmland Protection Board (HCFPB)
Intended Use:	Conservation Easement Value Determination
Intended User:	Harrison County Farmland Protection Board (HCFPB)
Property Rights Appraised	Market Value of Subject Land - Surface Rights Only - Before and After Proposed Perpetual Conservation
Current Owner of Record:	Richard Edison Law
Deed Book / Page:	1028/417
Date of Last Transfer/Price:	November 7, 1947 / $23,550 (Recorded)
Property Type/Current Use:	Rural Residential Farm
Property Location:	1128 Blue Lick Road, Lost Creek, WV 26385
GPS Coordinates:	39°08'23.8"N 80°18'32.0"W
Harrison County Tax Parcel ID:	17-11-0448-0024-0000
Parcel Size (Acres):	151.507 Acres – Per Title Evidence Report
Zoning:	None
Assessed Value:	$41,640
Property Taxes (2023):	$484.69
Flood Hazard Area:	Zone X – Map 54033C0270D – Dated 10/2/2012
Site Improvements:	Excluded from valuation – limited scope
Utilities:	None – On-site well and septic required
Effective Date of Valuation:	September 18, 2023
Highest and Best Use (Before Condition):	Residential with ancillary agricultural use
Highest and Best Use (After Condition):	Agricultural/Recreational – Subject to limitations imposed by the conservation easement
Indications of Value – Before Condition	
• Cost Approach:	Not developed
• Income Approach:	Not developed
• Sales Comparison Approach:	$530,000
Indications of Value – After Condition	
• Cost Approach:	Not developed
• Income Approach:	Not developed
• Sales Comparison Approach:	$230,000
Indication of Conservation Easement Value **$300,000** **Three Hundred Thousand Dollars**	

Subject Photographs

County: Harrison
Property of: Richard Edison Law
Taken By: Derek R. Molen, R/W-AC, SRA
Date Taken: September 18, 2023








Sep 18, 2023 15:52:42
39.14085164N 80.31330181W
67° NE


Sep 18, 2023 17:00:17
39.14067137N 80.30847212W
183° S


Sep 18, 2023 17:00:51
39.14011946N 80.30886755W
151° SE

Description of Scope of Work

Client

Harrison County Farmland Protection Board (HCFPB)

Intended Users

The restricted appraisal report will be used by HCFPB. This report is intended for the exclusive use of HCFPB.

Intended Use

Intended use will be for HCFPB consideration in determining the price of the property entering into an HCFPB Easement. Due to the limitations of the "restricted appraisal report" option prescribed in Uniform Standards of Professional Appraisal Practice (USPAP) Standards Rule 2-2(b) and requested by the client, this restricted appraisal report may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

Type and Definition of Value

As previously noted, this restricted appraisal report is not required or intended to comply with the *Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).* However, the definition of market value included in UASFLA Section 1.2.4. has been concluded to be the most relevant and applicable value definition, and it has therefore been utilized in the development of this appraisal.

The Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) defines "market value" as follows:

> "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property."
>
> *Source of Definition of Market Value: Interagency Land Conference, Uniform Appraisal Standards for Federal Land Acquisitions 1.2.4., 2016 (6th Edition)*

Effective Date

The effective date of value is September 18, 2023, which is the date on which the subject was inspected.

Assignment Conditions

Hypothetical Condition(s) and/or Extraordinary Assumption(s): A hypothetical condition that the subject property has been encumbered by the proposed perpetual conservation easement is employed for the valuation of the subject property in the after condition. The use of this hypothetical condition is necessary for credible analysis and might have affected the assignment results. No extraordinary assumptions or other hypothetical conditions have been employed in this appraisal.

Jurisdictional Exception(s): Although this restricted appraisal report is not required or intended to comply with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) 1.2.4, I have utilized the definition of market value found in UASFLA. Accordingly, this appraisal does not link the opinion(s) of value to a specific opinion of exposure time. Per UASFLA, "this [the inclusion of exposure time in the definition of market value] requires a jurisdictional exception to USPAP because, as discussed in Section 4.2.1.2, the federal definition of market value already presumes that the property was exposed on the open market for a reasonable length of time, given the character of the property and its market." Therefore, a jurisdictional exception is invoked accordingly. No other jurisdictional exceptions have been invoked in this appraisal.

Additional Scope of Work Items Considered

Purpose of Appraisal: The purpose of this appraisal assignment is to estimate the market value of the surface rights before and after the encumbrance of a proposed perpetual conservation easement, **as of the 18th day of September 2023**, which is the effective date of value.

Data Research and Analysis: Data for this appraisal was gathered in consultation with local Multi-List Service (NCWV MLS), agents/brokers, appraisers, and other market participants (buyers and sellers), and through research of available online and/or public records. Market research focused on vacant land sales containing more than 30 acres in Harrison, adjacent, and surrounding counties, with primary focus on properties larger than 50 acres deemed most like the subject regarding characteristics relevant to valuation. The geographic search area was expanded to identify sales relevant to the after-condition valuation due to a lack of sales of properties encumbered by conservation easements, and additional sales of improved conservation easement-encumbered properties were considered. Sales were researched for an approximate five-year period (2018 to Present) preceding the effective date of value. All data utilized in the appraisal was confirmed via county Recorder of Deeds, Tax Assessment, and/or with a party familiar with the transaction.

Through the process of collecting sales data, it became apparent that there is a lack of sales of properties encumbered with conservation easements. Market research indicated that conservation easement-encumbered properties often remain within families for generations. However, two properties that sold with conservation easements in place have been identified and considered in the after-condition valuation. Along with these two conservation easement-encumbered sales, we have conducted extensive market research of properties with physical, legal, and/or economic impediments, agent interviews, grouped data analysis, and review of historical easement acquisition data from throughout the state to derive a final indication of after value for the subject.

Approaches Developed: Only the sales comparison approach has been developed in the valuation contained herein. The cost approach was considered, but it was not developed because the scope of this appraisal assignment is limited to the valuation of the subject land; therefore, the cost approach bears little to no relevance to the current appraisal problem. The income approach has been considered, but it has not been developed because it is not reflective of typical buyer and seller considerations for properties like the subject; in other words, anticipated rental revenue would not be a significant influence on the price commanded by properties like the subject. Therefore, the development of the income approach would not be likely to produce reliable results, and it has therefore not been developed.

Property Inspection: Derek R. Molen, R/W-AC, SRA, made a physical inspection of the property appraised and the property owner, or their designated representative, was given the opportunity to accompany the appraiser on the property inspection. The property owner (Richard Edison Law) met with the appraiser on-site on September 18, 2023, at which time Mr. Law accompanied the appraiser on an ATV/UTV driving tour of the property. With this, representative portions of the parcel were viewed and photographed from an ATV/UTV.

Factual Data

Legal Description

Harrison County identifies the property as Tax Parcel # 17-11-0448-0024-0000, with the Legal Description recorded in Deed Book 1028 starting on Page 417; a "*tract or parcel of land situate partly in Grant District and partly in Elk District, Harrison County, West Virginia…*" The legal description taken from the Title Evidence Report is below:

> Beginning at a sugar and running thence N. 79° 05' E. 1328 feet to a post; thence N. 77° 15' W. 78 1/2 feet (771.38 feet) to a stake; thence S. 43° 30' W. 462 feet to a stone; thence N. 07° 05' W. 627 feet to a post; thence N. 73° 15' W. 1662 feet to a stone; thence N. 32 3/8° W. 159 feet to a stone; 3 1/2 feet above Ry; thence S. 59 1/2° W. 310 feet to road; thence with the road, S. 25 1/8° E. 126 feet; thence S. 80 1/4° W. 189 feet; thence S. 83 1/8° W. 88 1/5 feet; thence leaving road S. 59 1/2° W. 576 feet to a post in stone; thence S. 8 1/2° E. 513 feet to a stone; thence S. 63° 15' E. 2220 feet to a post; thence crossing road S. 47° E. 462 feet to a post; thence S. 17° 49' W. 1221 feet to a poplar stump; thence N. 87° 30' E. 968 feet to a stone; thence N. 8° 20' W. 665 feet to a chestnut; thence N. 33° 40' E. 972.5 feet to a stone; thence S. 73° E. 501 feet to a sugar at the place of beginning, containing 162 acres and 4 poles, more or less.

Additionally, the Legal Description of the property states: "*there is excepted and reserved…tracts or parcels or land:*

1.) *A tract containing 6.64 acres conveyed to E.A. Stokley and Gay Stokley, by deed dated July 24, 1961, of record in the aforesaid Clerk's office in Deed Book No. 853, at page 411.*
2.) *A tract containing 1. 781 acres, conveyed to Richard E. Law and Christine A. Law, by Deed dated May 22, 1997, of record in the aforesaid Clerk's Office in Deed Book No. 1288, at page 728.*
3.) *A tract containing 1.284 acres, conveyed to Fred 0. Law and Mary Ruth Law, by Deed dated May 22, 1997, of record in Deed Book No. 1288, at page 732.*
4.) *A tract containing 0.813 acre, conveyed to Lisa Christine Aube and Kyle Scott Aube, by Deed dated August 23, 2022, of record in Deed Book No. 1736, at page 468.*

Given the total acreage of 162 acres and 4 poles (0.025 acre) and the reservations that have been recorded, the subject contains 151.507 acres (162.025 – 6.64 – 1.781 – 1.284 – 0.813), which is slightly inconsistent with public records of Harrison County, which report the subject as 154.520 acres Deeded and 178.26 acres calculated. However, the site size of 151.507 acres as calculated from the Title Evidence Report (Legal Description) provided has been adopted for the purposes of valuation.

Area, City, and Neighborhood Data

The subject is located in Harrison County, West Viginia, which has a reported population of 65,921 as of the most recent Census (April 1, 2020). The reported 2020 population shows a decline of roughly 4.5% since the 2010 Census. Despite the decline in population, Harrison County enjoys a median household income ($54,124) approximately 6.3% higher than the West Virginia statewide figure of $50,884. Moreover, the unemployment rate for Harrison County has remained below 5% since March of 2022 and appears to be trending downward overall (with seasonal fluctuations noted). Given the economic indicators for Harrison County, it appears to have adequate employment.

The median sale price of homes in Harrison County from January 2018 through September 2023 has increased 65%; fluctuations in monthly sales and inventory figures are noted within the data set. Supply (months of inventory) declined from 5.0 in January 2018 to a low of 1.3 in February 2022. However, recent market conditions indicate increased inventory; the reported inventory as of September 2023 was 3.0 months. This suggests a return to more stable market conditions from a period of low inventory and high demand spurred partially by historically low mortgage interest rates, which have also shown increases over the same period.

The subject area features linkage and accessibility to I-79 which allows for movement north to Clarksburg/Bridgeport, WV, and south to Charleston, WV. Corridor H is also located south of the subject, which allows for easterly travel in the direction of Winchester, VA.

Conclusions as to Significant Trends

The area, city, and neighborhood possess notable attributes that appeal to buyers. West Virginia also offers a wide range of activities that attract tourists to the area such as hunting, rafting, hiking, biking, fishing, and other outdoor activities that would attract a buyer to the area of the subject.

Property Data

Site

The subject site is irregular in shape, but generally rectangular overall, with varying terrain and ground covering. The terrain contains portions that are sloping, rolling, steep, and some that are relatively flat. The property features areas of woods, fields, and pasture. A vast majority of the site is cleared as fields and pastures, while a small portion is tree covered. The proposed conservation easement deed (appended) stipulates that a Forest Management Plan is required if contiguous forest areas exceed 40 acres or 20%; the subject falls below these and would not require a Forest Management Plan based on our reading of the proposed conservation easement deed. The site is composed of 151.507 acres that is bifurcated by Blue Lick Road, straddling two districts: Elk District and Grant District. The property is accessed from the frontage along Blue Lick Run.

There are several outbuildings on-site, but these have been excluded from the valuation of the subject due to the scope of the assignment.

The subject is not serviced by public water or sewer; other utilities are offered through providers in the area such as electric, phone and internet.

According to the West Virginia Department of Environmental Protection, the subject has a few vertical gas wells, utilized as storage or have been abandoned - no longer in production. Given the lack of current permits, the drill date of existing walls (1910 – 1980's), and the use of old wells as storage indicates a lack of demand for new gas wells. Gas wells that have been abandoned and utilized as storage appear to be typical for the area and neighborhood, giving no indication of a negative market reaction. Moreover, agent interviews strongly suggested that there is little to no demand for oil, gas, and mineral rights in the area. With this, ownership of subsurface rights does not appear to enhance the value of properties like the subject.

Improvements

The scope of this assignment is limited to land valuation (surface rights only). Therefore, all vertical improvements and/or site improvements are excluded from the valuation.

Use History

The subject has been utilized as farmland for many years (20+). There have been partial transfers in the past 30 years, detailed within the Sales History.

Sales History

The current deed discloses a transfer that occurred on November 7, 1974, from B. R. Bond and Zella W. Bond to (Richard) Edison Law, Jr. and Phyllis R. Law. The Deed indicates a consideration of $23,550 in what appears to have been an arm's length transfer. Given the time since this sale, the most recent sale of the subject property is not relevant to the current valuation.

The Title Evidence Report indicates there have been three "*excepted and reserved… tracts or parcels of land*" recorded since the most recently published Deed of the subject. The most recent occurred on August 23, 2022, conveying 0.813 acre to Lisa Christine Aube and Kyle Scott Aube. The second tract contained 1.284 acres conveyed to Fred O. Law and Mary Ruth Law on May 22, 1997. The third transfer occurred on May 22, 1997, conveying 1.781 acres to Richard E. Law and Christine A. Law. These are non-arm's length (family) transfers.

The subject is not known to be advertised for sale or rent as of the effective date; however, the owner (Edison Law Jr.) has reportedly approached the Harrison County Farmland Preservation Board regarding the potential sale of a Conservation Easement to be placed on the property. The appraisers are not aware of any details surrounding the negotiations and/or offers regarding this potential partial sale (perpetual conservation easement encumbrance).

Rental History

No rental history was disclosed to the appraisers.

Assessed Value and Annual Tax Load

The assessment of the subject is inclusive of site improvements (outbuildings). Harrison County reports the subject as Class II for taxation in an Outside District – Elk; below is a summary of the 2023 assessment for the subject.

Item	Reported Appraised Value	Assessed Amount	Millage	Tax Liability
Land	$23,600.00	$14,160.00	1.164%	$164.82
Building	$45,800.00	$27,480.00	1.164%	$319.87
Total	$69,400.00	$41,640.00		$484.69

The current assessment value is $41,640, which is intended to represent 60% of "*Appraised Value*" of $69,400 ($69,400 x 60% = $41,640).

Zoning and Other Land Use Regulations

The subject is not governed by a local zoning ordinance; Harrison County has not adopted a zoning ordinance.

Data Analysis and Conclusions

Highest and Best Use – Before Condition (Unencumbered)

Within the market area of the subject, there is demand for large-tract single-unit residential dwellings with ancillary agricultural buildings to be utilized as a hobby or production farm. The subject features appeal to a buyer in the market to construct a single-unit residential dwelling on a large tract of land. Moreover, the subject features the potential for further subdivision to allow for more single-unit residential dwellings to be constructed. While there appears to be little immediate market demand for any significant subdivision of the subject, the unrestricted potential allows for greater flexibility and would have an upward influence on its marketability and value in comparison to properties encumbered with development restrictions. Therefore, the highest and best use of the subject (vacant land) is to construct a single-unit residential dwelling that conforms to market standards and expectations, with ancillary agricultural buildings to support a hobby farming/agricultural operation and the potential for additional future out-sales. The timing of the use would be after construction of the improvements. The most probable buyer would be an owner-occupant.

Highest and Best Use – After Condition (As Encumbered)

In the after condition, the subject is appraised under the hypothetical condition that it is encumbered with a conservation easement that limits potential future development of the site. Terms, Conditions, and Restrictions of the proposed perpetual conservation easement are contained within the addendum of this report. The conservation easement limits development potential and use of the property. With this, the highest and best use of the subject as though vacant and encumbered by the proposed perpetual conservation easement is for the construction of a single-unit residential dwelling that conforms to the neighborhood and market standards with ancillary agricultural and/or recreational use*. There appears to be no immediate or significant demand for other uses permitted within the conservation easement area. The timing of the use would be after construction and the most probable user is an owner occupant.

*Per information provided by the property owner and the client, the client intends to reserve a 2-acre building lot within the proposed perpetual conservation easement area. We have valued the property accordingly in the after condition.

Sales Comparison Approach – Before Condition

The valuation process for the subject property involved conducting a comprehensive analysis of comparable land sales in Harrison County and surrounding counties, with a primary focus on properties containing over 50 acres that have transferred within the past five years. Due to the limited availability of relevant sales within the vicinity of the subject during this period, additional data was gathered from surrounding areas.

This comprehensive approach to selecting and analyzing comparable land sales enables us to derive an indication of value for the subject property. Four sales were utilized for direct comparison to conclude an indication of value for the subject. The comparable sales are arranged in ascending order of acreage below:

LAND SALES ANALYSIS GRID - BEFORE CONDITION					
SALE NUMBER	**SUBJECT**	**SALE #1**	**SALE #2**	**SALE #3**	**SALE #4**
DATE OF TRANSFER/EFFECTIVE DATE	9/18/2023	June 2022	June 2022	August 2022	November 2021
SALE PRICE (CONSIDERATION)	N/A	$165,000	$300,000	$450,000	$525,000
UNIT PRICE (UNADJUSTED)	N/A	$4,755	$4,412	$4,454	$2,901
SITE SIZE (ACRES)	151.507	34.70	68.00	101.04	181.00
ADJUSTMENTS					
Property Rights Conveyed or Appraised		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjusted Unit Price		$4,755	$4,412	$4,454	$2,901
Financing Terms		Cash Equiv.	Cash Equiv.	Cash Equiv.	Cash Equiv.
Adjusted Unit Price		$4,755	$4,412	$4,454	$2,901
Conditions of Sale (Motivation)		Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjusted Unit Price		$4,755	$4,412	$4,454	$2,901
Expenditures Made Immediately After Purchase		None	None	None	None
Adjusted Unit Price		$4,755	$4,412	$4,454	$2,901
Market Conditions (Time)		4.00%	4.00%	3.50%	5.75%
Adjusted Unit Price		$4,945	$4,588	$4,610	$3,067
UNIT PRICE (ADJUSTED)		**$4,945**	**$4,588**	**$4,610**	**$3,067**
Location		0.0%	0.0%	-10.0%	0.0%
Physical Characteristics		0.0%	0.0%	5.0%	10.0%
Economic Characteristics		0.0%	0.0%	0.0%	0.0%
Legal Characteristics		0.0%	0.0%	0.0%	0.0%
Site Size (Acres)	151.507	-30.0%	-25.0%	-20.0%	0.0%
Non-realty Components of Value		0.0%	0.0%	0.0%	0.0%
NET ADJUSTMENTS %		**-30.0%**	**-25.0%**	**-25.0%**	**10.0%**
GROSS ADJUSTMENTS %		**30.0%**	**25.0%**	**35.0%**	**10.0%**
ADJUSTED UNIT RATE		**$3,462**	**$3,441**	**$3,457**	**$3,374**

The four comparable sales range in acreage from 34.70 acres to 181 acres with an unadjusted sale price per acre (the selected unit of comparison) ranging from $2,901 to $4,755. The four comparable sales bracket the subject site size - i.e., some are smaller, and some are larger. The smallest of the four sales, Sale #1, reflects the highest sale price per acre ($4,755) while the largest of the four sales, Sale #4 reflects the lowest sale price per acre ($2,901), roughly a 65% range. This strongly suggests that sale prices are influenced by economies of scale, i.e., smaller properties tend to command higher unit rates, and vice versa, all else equal. The adjusted price per acre ranges from a low of $3,374 to a high of $3,462, a significantly narrowed range after application of quantitative adjustments.

Transactional items such as property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, and market conditions have been considered and adjusted when applicable. Each of the sales has been verified with an agent in the transaction for these items, to conclude that the only element among these that warrants an adjustment is market conditions.

A location adjustment is warranted for Sale #3 for being located in a superior location with access to public water. An adjustment for physical characteristic differences is applied to Sale #3 for being more wooded than the subject and Sale #4 is adjusted for the inferior frontage / accessibility. Sales #1, #2, and #3 warrant an adjustment for differences in site size to reflect economies of scale. No other adjustments are warranted or applied to the comparable sales. The adjustments have been derived using grouped data, paired sales, and conclusions drawn from agent interviews.

Conclusion of Value Opinion from the Sales Comparison Approach

For an indication of value for the subject in the before condition, most emphasis was given to Sale #4 with secondary consideration to Sale #3. Sale #4 is the most similar in size to the subject and Sale #3 is the most recent sale. As a test of reasonableness of the value indication, consideration was given to the mean ($3,434) and median ($3,449) indications of the adjusted unit rate.

In view of the preceding analysis, the indication of value for the subject is **$3,500 per acre** or **$530,275**, which is rounded to **$530,000**. This best reflects typical market behaviors because the majority of land purchases observed exhibited rounding to the nearest $5,000 or $10,000 increment.

Indication of Land Value by Sales Comparison Approach:

$530,000

Five Hundred Thirty-Five Thousand Dollars

Subdivision Development Method (Land Valuation)

The subdivision development method has been considered but not utilized to derive an indication of value. Within the area of the subject, there is no indication of demand for subdivision that would warrant development of this methodology. Moreover, the most likely buyer would not consider its value from this perspective. Therefore, this approach is not applicable.

Reconciliation and Final Opinion of Market Value – Before Condition

Only the sales comparison approach has been developed. The subject is vacant land, deeming the cost approach unnecessary to produce credible results, and it has therefore not been developed. The income approach has been considered, but it has not been developed because it is not reflective of typical buyer and seller considerations for properties like the subject; in other words, anticipated rental revenue would not be a significant influence on the price commanded by properties like the subject. Therefore, the income approach has not been developed. The sales comparison approach contained sufficient quantity and quality of available data, and the approach was developed using accepted appraisal methodology. While some challenges were encountered in the development of the sales comparison approach, we believe that the entirety of the analysis leads to a credible conclusion.

The overall value of the subject property has therefore been reconciled to:

Final Indication of Market Value (Land Only, Surface Rights)

Before Condition (Unencumbered):

$530,000

Five Hundred Thirty Thousand Dollars

Effects of Conservation Easement

The scope of the assignment requires an analysis of the subject property (land value; surface rights only) as of the effective date to develop opinions of market value before and after the proposed encumbrance with a perpetual conservation easement to be held by Harrison County Farmland Protection Board.

As stated previously in the Highest and Best Use Analysis of the subject as encumbered (after condition):

> In the after condition, the subject is appraised under the hypothetical condition that it is encumbered with a conservation easement that limits potential future development of the site. Terms, Conditions, and Restrictions of the proposed perpetual conservation easement are contained within the addendum of this report. The conservation easement limits development potential, i.e. construction of new buildings or roads. With this, the highest and best use of the subject as though vacant and encumbered by the proposed perpetual conservation easement is for the construction of a single-unit residential dwelling that conforms to the neighborhood and market standards with ancillary agricultural and/or recreational use*.
>
> *Per information provided by the property owner and the client, the client intends to reserve a 2-acre building lot within the proposed perpetual conservation easement area. We have valued the property accordingly in the after condition.

With this, an analysis of the subject as encumbered has taken into consideration properties that are encumbered with similar restrictions, the discount properties receive when transferred without certain contributory property rights, agent interviews, and acquisitions of the same type of easement statewide to derive an indication of value for the subject as though encumbered with the proposed perpetual conservation easement.

There are no other anticipated physical changes to the subject from the "*Before*" condition to the "*After*" condition.

Sales Comparison Approach – After Condition

The valuation process for the subject property involved conducting a comprehensive analysis of comparable land sales in Harrison and surrounding counties, with a primary focus on properties located in or near the subject that transferred over the past five years. Due to the limited availability of relevant sales within the vicinity of the subject during this period, additional data was gathered from surrounding areas.

This comprehensive approach to selecting and analyzing comparable land sales enables us to derive an indication of value for the subject property. Six sales were utilized for direct comparison to conclude an indication of value for the subject. The comparable sales selected are arranged in grid format below:

LAND SALES ANALYSIS GRID - AFTER CONDITION				
SALE NUMBER	**SUBJECT**	**SALE #1**	**SALE #2**	**SALE #3**
DATE OF TRANSFER/EFFECTIVE DATE	9/18/2023	June 2022	June 2022	August 2022
SALE PRICE (CONSIDERATION)	N/A	$165,000	$300,000	$450,000
UNIT PRICE (UNADJUSTED)	N/A	$4,755	$4,412	$4,454
SITE SIZE (ACRES)	151.507	34.70	68.00	101.04
ADJUSTMENTS				
Property Rights Conveyed or Appraised		Fee Simple	Fee Simple	Fee Simple
Adjusted Unit Price		$4,755	$4,412	$4,454
Financing Terms		Cash Equiv.	Cash Equiv.	Cash Equiv.
Adjusted Unit Price		$4,755	$4,412	$4,454
Conditions of Sale (Motivation)		Arm's Length	Arm's Length	Arm's Length
Adjusted Unit Price		$4,755	$4,412	$4,454
Expenditures Made Immediately After Purchase		None	None	None
Adjusted Unit Price		$4,755	$4,412	$4,454
Market Conditions (Time)		4.00%	4.00%	3.50%
Adjusted Unit Price		$4,945	$4,588	$4,610
UNIT PRICE (ADJUSTED)		**$4,945**	**$4,588**	**$4,610**
Location		0.0%	0.0%	-10.0%
Physical Characteristics		0.0%	0.0%	5.0%
Economic Characteristics		0.0%	0.0%	0.0%
Legal Characteristics		-45.0%	-45.0%	-45.0%
Site Size (Acres)	151.507	-30.0%	-25.0%	-20.0%
Non-realty Components of Value		0.0%	0.0%	0.0%
NET ADJUSTMENTS		**-75.0%**	**-70.0%**	**-70.0%**
GROSS ADJUSTMENTS		**75.0%**	**70.0%**	**80.0%**
ADJUSTED UNIT RATE		**$1,236**	**$1,376**	**$1,383**
INDICATED VALUE OF SUBJECT LAND		**$187,310**	**$208,545**	**$209,514**

LAND SALES ANALYSIS GRID - AFTER CONDITION				
SALE NUMBER	**SUBJECT**	**SALE #4**	**SALE #5**	**SALE #6**
DATE OF TRANSFER/EFFECTIVE DATE	9/18/2023	November 2021	August 2022	November 2019
SALE PRICE (CONSIDERATION)	N/A	$525,000	$400,000	$260,000
UNIT PRICE (UNADJUSTED)	N/A	$2,901	$2,597	$2,803
SITE SIZE (ACRES)	151.507	181.00	154.04	92.75
ADJUSTMENTS				
Property Rights Conveyed or Appraised		Fee Simple	Fee Simple	Fee Simple
Adjusted Unit Price		$2,901	$2,597	$2,803
Financing Terms		Cash Equiv.	Cash Equiv.	Cash Equiv.
Adjusted Unit Price		$2,901	$2,597	$2,803
Conditions of Sale (Motivation)		Arm's Length	Arm's Length	Arm's Length
Adjusted Unit Price		$2,901	$2,597	$2,803
Expenditures Made Immediately After Purchase		None	None	None
Adjusted Unit Price		$2,901	$2,597	$2,803
Market Conditions (Time)		5.75%	3.50%	12.00%
Adjusted Unit Price		$3,067	$2,688	$3,140
UNIT PRICE (ADJUSTED)		**$3,067**	**$2,688**	**$3,140**
Location		0.0%	0.0%	0.0%
Physical Characteristics		10.0%	-45.0%	-35.0%
Economic Characteristics		0.0%	0.0%	0.0%
Legal Characteristics		-45.0%	0.0%	0.0%
Site Size (Acres)	151.507	0.0%	0.0%	-20.0%
Non-realty Components of Value		0.0%	0.0%	0.0%
NET ADJUSTMENTS		**-35.0%**	**-45.0%**	**-55.0%**
GROSS ADJUSTMENTS		**55.0%**	**45.0%**	**55.0%**
ADJUSTED UNIT RATE		**$1,994**	**$1,478**	**$1,413**
INDICATED VALUE OF SUBJECT LAND		**$302,070**	**$223,956**	**$214,054**

The six comparable sales range in acreage from 34.70 acres to 181 acres with an unadjusted sale price per acre (unit of comparison) ranging from $2,597 to $4,755. The six comparable sales bracket the subject site size - i.e., some are smaller, and some are larger. The smallest of the four sales - Sale #1 - reflects the highest sale price per acre ($4,755), while Sales #5 and #6 reflect the lowest unadjusted unit rate due to being encumbered by conservation easements. The adjusted price per acre ranges from a low of $1,236 to a high of $1,994, a relatively narrowed range after application of quantitative adjustments.

Transactional items such as property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, and market conditions have been considered and adjusted when applicable. The only element among these that warrants an adjustment is market conditions.

A location adjustment is warranted for Sale #3 for being located in a superior location with access to public water. An adjustment for physical characteristic differences is applied to Sale #3 for being more wooded than the subject and Sale #4 for the inferior frontage / accessibility. Sales #5 and #6 each feature vertical improvements and warrant downward adjustments to extract the improvements and isolate the underlying land value.

Comparable Sales #1, #2, #3, and #4 warrant an adjustment for superior legal characteristics; these sales are not encumbered or have severed rights that would affect value similar to the perpetual conservation easement proposed for the subject. Given the lack of market sales of properties encumbered by a conservation easement, sales of properties with other encumbrances and/or impediments have been analyzed. The comparison involved properties that are encumbered/impaired and/or transferred without their full bundle of rights contrasted to properties that sold with their full bundle of rights. From this analysis, we can conclude an appropriate discount reflecting the difference in these sets of properties. The analysis indicated a discount of 32% for properties encumbered/impaired or sold with restricted ownership rights. Also, agent interviews were conducted regarding properties they had sold as listing agents that were encumbered by a conservation easement. Concluded from the agent interviews, properties encumbered by a conservation easement would result in a discount of 25% - 50% of the before-condition value. During an agent interview, the agent provided a specific property example that was discounted $1,000 per acre due to the conservation easement, which equated to a 33% discount. Overall, our analysis suggests a range of percentage value diminution of roughly 25 – 50% for impaired/encumbered properties in comparison to otherwise similar properties without such impediments. We have reconciled these indications and applied a downward adjustment of 45% to Sales #1, #2, #3, and #4 for superior legal characteristics.

A site size adjustment is warranted for Sales #1, #2, #3, and #6 for differences in site size to reflect economies of scale. No other adjustments are warranted or applied for the comparable sales.

Conclusion of Value Opinion from the Sales Comparison Approach

For an indication of value for the subject in the after condition most emphasis was given to Sale #5. Sale #5 is the most similar in size to the subject, encumbered by a conservation easement, and is the most recent sale. Moreover, the reconciled unit value for the subject is within 2.5% of the mean ($1,537) and roughly 5% above the median ($1,424).

In view of the preceding analysis, the indication of value for the subject is **$1,500 per acre** or **$227,261**, which is rounded to **$230,000**. This best reflects typical market behaviors because the majority of land purchases observed exhibited rounding to the nearest $5,000 or $10,000 increment.

Indication of Land Value by Sales Comparison Approach After:

$230,000

Two Hundred Thirty Thousand Dollars

Subdivision Development Method (Land Valuation) – After Condition

The subdivision development method has been considered but not utilized to derive an indication of value. In the after condition, the subject is appraised under the hypothetical condition that it is encumbered by a conservation easement that limits its use and development potential. Therefore, this approach is not applicable.

Reconciliation and Final Opinion of Market Value – After Condition

Only the sales comparison approach has been developed. The subject is appraised as vacant land (surface rights only), deeming the cost approach unnecessary to produce credible results, and it has therefore not been developed. The income approach has also been considered, but it has not been developed because it is not reflective of typical buyer and seller considerations for properties like the subject; in other words, anticipated rental revenue would not be a significant influence on the price commanded by properties like the subject. Therefore, the income approach has not been developed. The sales comparison approach contained sufficient quantity and quality of available data, and the approach was developed using accepted appraisal methodology. While some challenges were encountered in the development of the sales comparison approach, we believe that the entirety of the analysis leads to a credible conclusion.

The overall value of the subject property (land value; surface rights only) has therefore been reconciled to:

Final Indication of Market Value (Land Only, Surface Rights)

After Condition (As Encumbered):

$230,000

Recapitulation

Indicated Value Before:	$530,000
Indicated Value After:	$230,000
Difference (Indicated Value of Conservation Easement):	**$300,000**

Appraisers' Certification

We, Derek R Molen, R/W-AC, SRA, and Tyler R. Satterfield, SRA, R/W-AC, certify that, to the best of our knowledge and belief:

- the statements of fact contained in this report are true and correct;
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions;
- we have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
- we have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment;
- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- our engagement in this assignment was not contingent upon developing or reporting predetermined results;
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;
- our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP);
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- as of the date of this report, we have completed the continuing education program for Designated Members of the Appraisal Institute;
- as of the date of this report, we have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute;
- no one provided significant appraisal, appraisal review, or appraisal consulting assistance to the appraiser signing this certification;
- the appraisal was developed, and the restricted appraisal report was prepared, in conformance with the Appraisal Standards Board's *Uniform Standards of Professional Appraisal Practice* and complies with USPAP's Jurisdictional Exception Rule;
- the appraiser has made a physical inspection of the property appraised and the property owner, or their designated representative, was given the opportunity to accompany the appraiser on the property inspection. The property owner spoke with the appraiser in person on September 18, 2023, at which time he accompanied the appraiser on the site inspection of the property.

In our opinion, the market value of the owner's entire property interest (land value; surface rights only) immediately before the placement of the proposed perpetual conservation easement, and as unaffected thereby, is **$530,000**, and the market value of the property interest (land value; surface rights only) remaining immediately after the encumbrance by, and as affected by the easement, is **$230,000**. Therefore, the value of the proposed perpetual conservation easement is **$300,000**, as of September 18, 2023, which is the effective date of value, based upon our independent appraisal and the exercise of our professional judgment.



Derek R Molen, R/W-AC, SRA

West Virginia Certified General Real Estate Appraiser

Certification #CG2805

Date of Signature: November 17, 2023



Tyler R. Satterfield, SRA, R/W-AC

West Virginia Certified General Real Estate Appraiser

Certification #CG3339

Date of Signature: November 17, 2023

Exhibits and Addenda

Statement of Assumptions and Limiting Conditions

This appraisal is subject to the following assumptions and limiting conditions:

The client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this restricted appraisal report from the client does not consequently become a party to the appraiser-client relationship. Any person who receives a copy of this restricted appraisal report because of disclosure requirements that apply to an appraiser's client does not become an intended user of this report unless the client specifically identified them at the time of the assignment.

This appraisal is to be used only for the purpose and intended use stated herein.

The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title, and the appraisers do not render any opinion as to title, which is assumed to be good and marketable.

Maps and images in the report are considered representations of the general configuration of the property and are included only to assist the reader in visualizing the subject’s surface ownership. The appraisers have made no survey of the property to ascertain whether the site size measurements provided by the client are equal to or different from what a formal survey may prove.

The appraisers do not warrant the accuracy of any legal descriptions.

It is assumed the property is in full compliance with all applicable Federal, State, and Local environmental regulations and laws, unless noncompliance is stated, defined, and considered in the restricted appraisal report.

The appraisers are not required to give testimony or appear in court because of completing this appraisal assignment unless arrangements have been made previously.

While the distribution of this restricted appraisal report in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part. This restricted appraisal report may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

Within the process of exercising due diligence, the appraisers have requested, reviewed, and considered information provided by the property owner and client, and the appraisers have considered any such information provided in the development and reporting of this appraisal. This assumes there are no hidden or unapparent conditions of the property, subsoil, or structures that would affect the value conclusions. The appraisers assume no responsibility for engineering that might be required to discover such factors.

It is assumed no hazardous materials or products banned by the federal, state, or local safety commissions have been situated on the premises. No environmental impact studies were requested or made in conjunction with this appraisal, and the appraisers hereby reserve the right to alter, amend, rescind, or revise any of the value opinions based on subsequent environmental impact studies, research, or investigation.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitations asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyl, petroleum, leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no hazardous substances exist on or in the property or in such proximity thereto, which could cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.

Although this restricted appraisal report is not required or intended to comply with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) 1.2.4, I have utilized the definition of market value found in UASFLA. Accordingly, this appraisal does not link the opinion(s) of value to a specific opinion of exposure time. Per UASFLA, "this [the inclusion of exposure time in the definition of market value] requires a jurisdictional exception to USPAP because, as discussed in Section 4.2.1.2, the federal definition of market value already presumes that the property was exposed on the open market for a reasonable length of time, given the character of the property and its market." Therefore, a jurisdictional exception is invoked accordingly. No other jurisdictional exceptions have been invoked in this appraisal.

Information, estimates, and opinions furnished to the appraisers and contained in the report or in the appraisers' workfile were obtained from public and/or private sources considered to be reliable and believed to be true and correct. The appraisers assume no responsibility for the accuracy of such items.

Disclosure of the contents of this report is governed by USPAP, applicable law, and/or the bylaws and regulations of the professional organizations with which the appraisers are affiliated.

Acceptance of this report by the client in its final form constitutes acceptance of all assumptions and limiting conditions contained within the report; the final stage becomes a binding bilateral agreement. The liability of the appraisers is limited and confined to the professional fee received for this assignment by mutual client-appraiser agreement.

No specific legal instructions have been provided to the appraisers by the client or any other party.

A title report was provided by the client and is appended to this report.

The subject is encumbered with a right-of-way easement, Blue Lick Road, which bifurcates the property. The existence of this easement does not appear to impact the marketability, value, and/or appeal of the subject, but rather allows for ease of access to several areas of the property.

There are no known liens, easements, or encumbrances, other than disclosed above, that would affect the value conclusions contained herein, and it is assumed that none exist.

The appraisers have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of the examination and data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraisers' observations and reporting of the subject property are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound, and all components are in working condition.

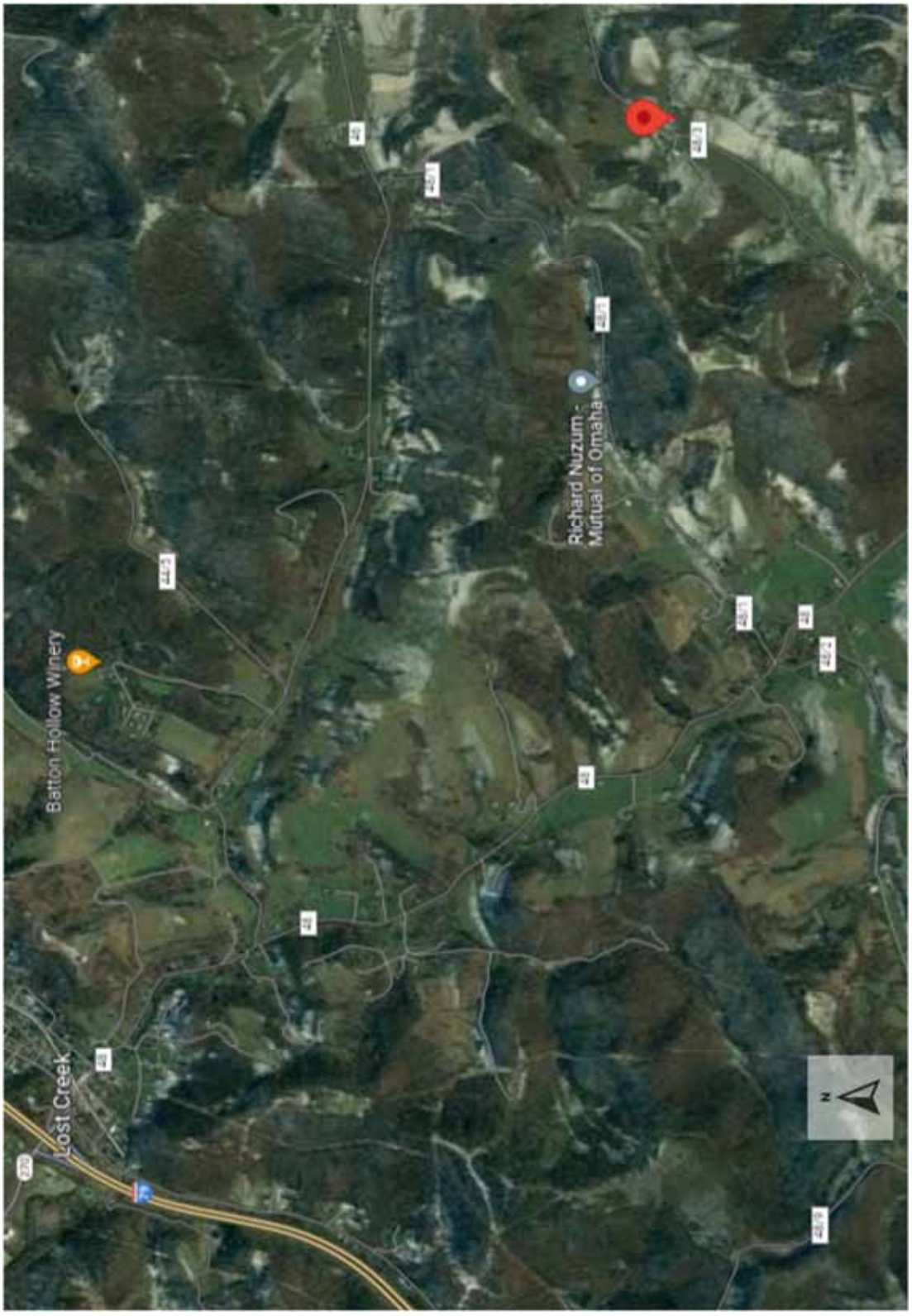
The appraiser will not disclose the contents of this restricted appraisal report except as provided for in the standards and ethical rules under which this appraisal was developed and reported and/or applicable federal, state, and/or local laws.

No zoning changes are known to be under consideration, and it is assumed that there are no such changes pending and/or under consideration that would impact the value of the subject property.

The subject property has been appraised in its "as-is" condition.

The appraisal has not been made subject to any repairs or corrective actions.

Location Map

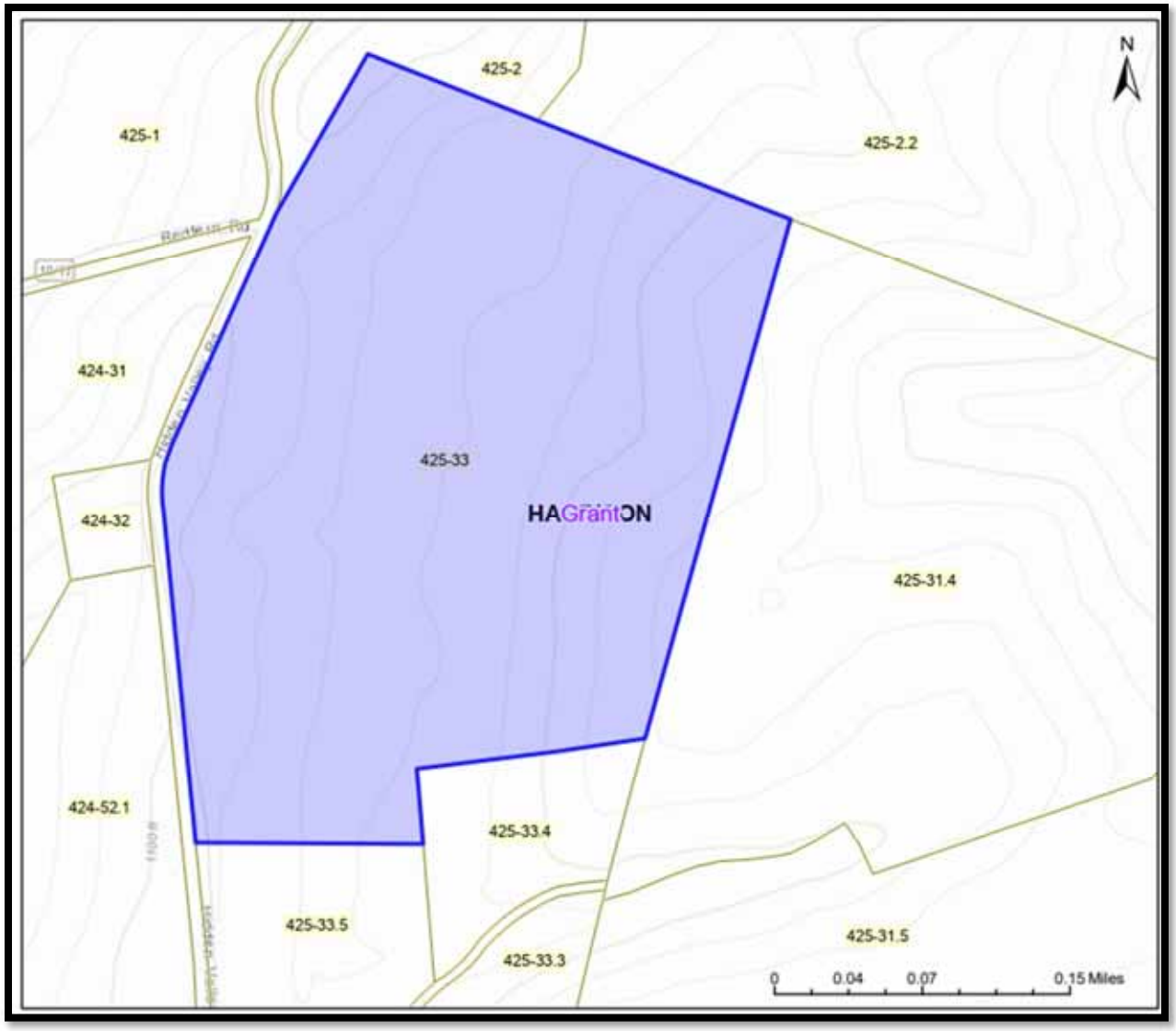


Comparable Sales Data

COMPARABLE SALE #1

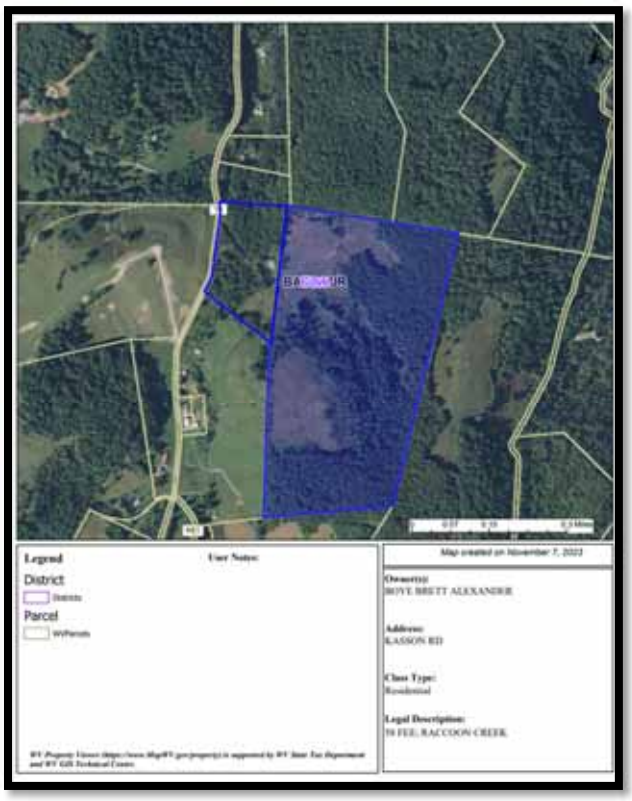
Property type:	Vacant Land
Seller:	David A. Keesucker & Julie A. Allman
Buyer:	Cathy L. Burnside
Physical Location:	Hidden Valley Road, Jane Lew, WV 26378
GPS Coordinates:	39°09'57.5"N 80°25'51.3"W
Date of Sale:	June 2022
County – Tax Parcel:	Harrison - 17-12-0425-0033-0000
Deed Book / Page:	1732/901
Sale Price:	$165,000 - $4,755 per Acre
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Vacant Land
Highest & Best Use:	Single – Unit Residential
Description of Property:	The property is gently rolling with pastures that are tree-lined with frontage for access along Hidden Valley Road.
Site Size:	34.7 Acres




N
425-2
425-1
425-2.2
424-31
425-33
HAGrantON
424-32
425-31.4
424-52.1
425-33.4
425-33.5
425-31.5
425-33.3
0
0.04
0.07
0.15 Miles

COMPARABLE SALE #2

Property type:	Vacant Land
Seller:	Tara D. Sandusky & Kyle D. Sandusky
Buyer:	Brett Alexander Boye
Physical Location:	965 Kasson Road, Moatsville, WV 26405
GPS Coordinates:	39°13'12.9"N 79°52'11.9"W
Date of Sale:	June 2022
County – Tax Parcel:	Barbour - 01-03-0015-0004-0000 & 01-03-0014-0052-0000 &
Deed Book / Page:	541/206
Sale Price:	$300,000 - $4,411 per Acre
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Vacant Land
Highest & Best Use:	Single- Unit Residential
Description of Property:	Vacant land with a rolling terrain with fields and wooded areas
Site Size:	68.0 Acres - Combined




N
BACōvēUR
Slant Run
Goodwin Rd
0
0.07
0.15
0.3 Miles
Legend
User Notes:
District
Districts
Parcel
WVParcels
WV Property Viewer (https://www.MapWV.gov/property) is supported by WV State Tax Department and WV GIS Technical Center.
Map created on November 7, 2023
Owner(s):
BOYE BRETT ALEXANDER
Address:
KASSON RD
Class Type:
Residential
Legal Description:
58 FEE; RACCOON CREEK

COMPARABLE SALE #3

Property type:	Vacant Land
Seller:	Thomas E. Hanson, Cathleen Shank, Eric Meade, Peter Meade, & Christopher Meade
Buyer:	R. Brent Bailey & Elizabeth R. Cohen
Physical Location:	2134 Piercy Road, Montrose, WV 26283
GPS Coordinates:	38°59'39.9"N 79°52'00.4"W
Date of Sale:	August 2022
County – Tax Parcel:	Randolph - 42-10-0104-0007-0000, 42-10-0100-0007-0000, 42-10-0100-0006-0000
Deed Book / Page:	628/134
Sale Price:	$450,000 - $ 4,453 per Acre
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Vacant Land
Highest & Best Use:	Single – Unit Residential
Description of Property:	A vacant tract of land composed of three tax parcels, mostly wooded with some field area. Prior to the transfer, the seller removed the improvements from the site. The property is encumbered by a family cemetery containing 3.0+/- acres.
Site Size:	101.04 Acres

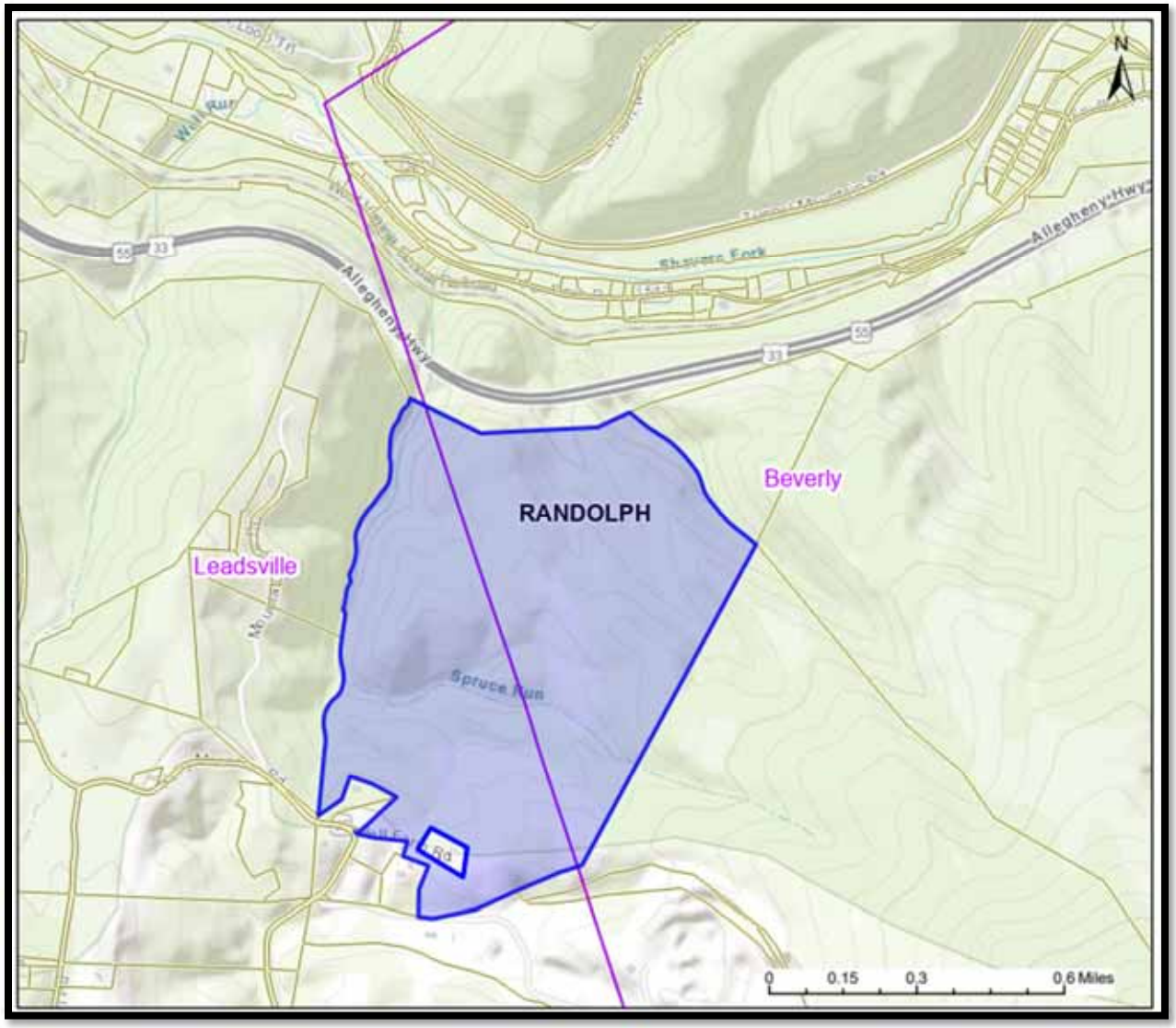



N
2200 ft
2400 ft
2489 ft
0
0.07
0.15
0.3 Miles

COMPARABLE SALE #4

Property type:	Vacant Land
Seller:	Ivan M. Bell & LaDonna Bell
Buyer:	Appalachian Aggregates, LLC
Physical Location:	1953 Kelley Mountain Road, Elkins, WV 26241
GPS Coordinates:	38°54'07.8"N 79°45'56.9"W
Date of Sale:	November 2021
County – Tax Parcel:	Randolph - 42-10-0135-0015-0000
Deed Book / Page:	622/811
Sale Price:	$525,000 - $2,900.55 per Acre
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Vacant Land
Highest & Best Use:	Single – Unit Residential
Description of Property:	A single tract of land that is a mix of woods, fields, and pastures.
Site Size:	181.0 Acres




N
RANDOLPH
Beverly
Leadsville
Spruce Run
Allegheny Hwy
0
0.15
0.3
0.6 Miles

COMPARABLE SALE #5

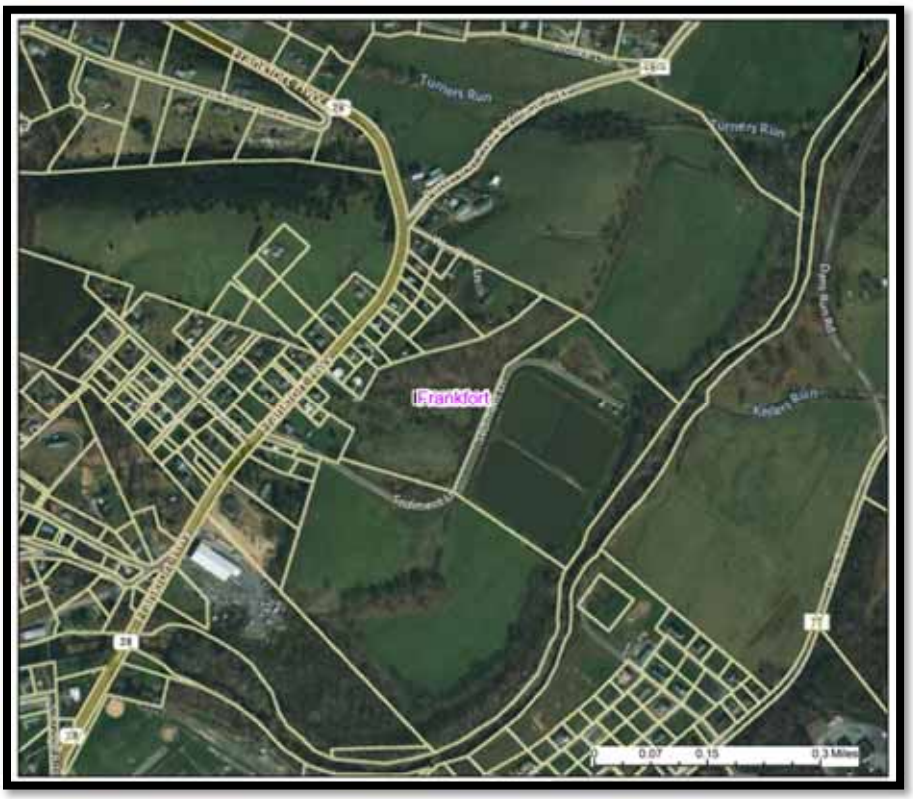
Property type:	Improved Property – Restricted by Conservation Easement
Seller:	Wanda M. Kessler
Buyer:	Brian Sparks & Lynne Sparks
Physical Location:	3550 Stringtown Road, Hico, WV 25854
GPS Coordinates:	38°09'41.8"N 80°58'16.5"W
Date of Sale:	August 2020
County – Tax Parcel:	Fayette - 10-01-0021-0015-0000 & 10-01-0015-0075-001 & 10-01-0021-0016-0000
Deed Book / Page:	804/397
Sale Price:	$400,000 – Inclusive of improvements
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Improved agricultural land
Highest & Best Use:	Residential with agricultural use
Description of Property:	Three tax parcels combined to create one property comprised of 145.28 acres with significant road frontage for access; Stringtown Road bifurcates the property.
Site Size:	145.28 Acres – Deeded per Assessment Records

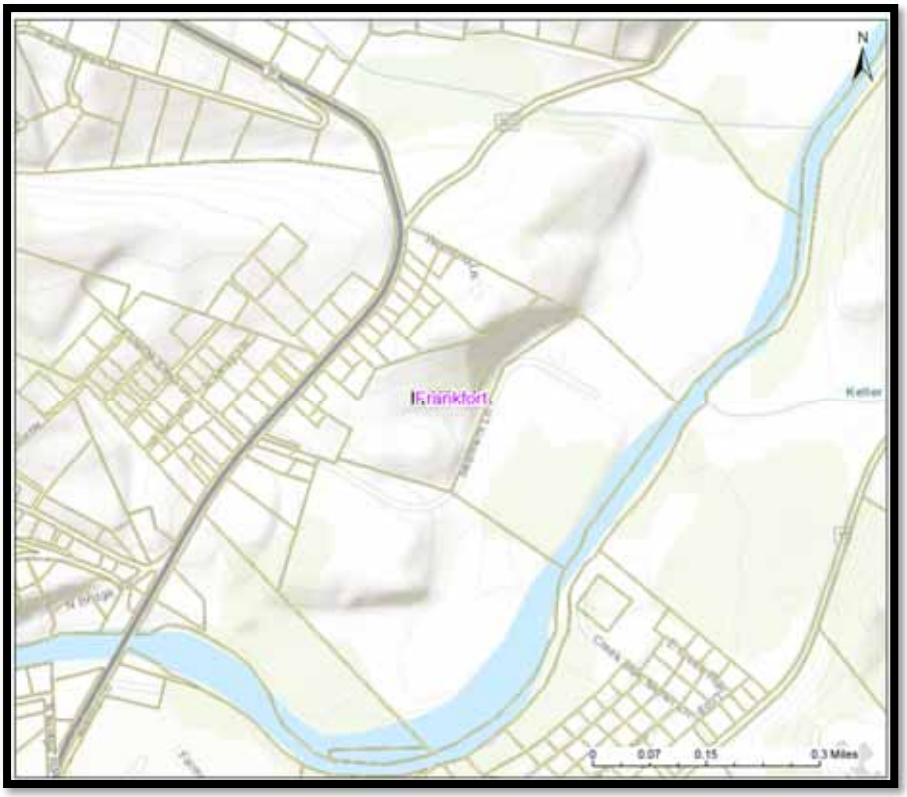



N
New Haven
0
0.07
0.15
0.3 Miles

COMPARABLE SALE #6

Property type:	Improved Property – Restricted by Conservation Easement
Seller:	Preston Lane Siple, Heir of Frederick C. Siple
Buyer:	John Curtis Miller, II
Physical Location:	82 Patterson Creek Village Pike, Ridgeley, WV
GPS Coordinates:	39°30'58.3"N 78°45'42.8"W
Date of Sale:	November 2019
County – Tax Parcel:	Mineral - 29-04-0031-0062-0000
Deed Book / Page:	385/615
Sale Price:	$260,000 – Inclusive of Improvements
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Improved agricultural land
Highest & Best Use:	Residential with agricultural use
Description of Property:	Three tax parcels combined to create one property comprised of 92.75 acres with significant road frontage for access; Patterson Creek Village Pike bifurcates the property.
Site Size:	92.75 Acres




N
Frankfort
Keller
0
0.07
0.15
0.3 Miles

Title Evidence Report

MARY L. ROBINSON
Attorney at Law
342 Lee Avenue
Clarksburg, West Virginia 26301
* * * * * * * * * * * * *
Phone: (304) 624-1023
Fax: (304) 326-2291

June 19, 2023

Charlotte Shaffer
Harrison County Planning Director
301 West Main Street
Suite 504
Clarksburg, WV 26301

RE: 1128 Blue Lick Road, Lost Creek, WV 26385
File No.: 23-0363

PRELIMINARY TITLE OPINION LETTER

Dear Charlotte:

I have examined the records in the office of the Clerk of the County Commission of Harrison County, West Virginia regarding the title of Richard Edison Law to the surface of all that certain tract or parcel of land situate partly in Grant District and partly in Elk District, Harrison County, West Virginia, adjoining lands owned or formerly owned by Charlie Ross, William Randolph, Bernard Talbott, Frank Summerville, Stout heirs, Bishop heirs and Robert Blake, and more particularly bounded and described as follows:

Beginning at a sugar and running thence N. 79° 05' E. 1328 feet to a post; thence N. 77° 15' W. 78 1/2 feet (771.38 feet) to a stake; thence S. 43° 30' W. 462 feet to a stone; thence N. 07° 05' W. 627 feet to a post; thence N. 73° 15' W. 1662 feet to a stone; thence N. 32 3/8° W. 159 feet to a stone; 3 1/2 feet above Ry; thence S. 59 1/2° W. 310 feet to road; thence with the road, S. 25 1/8° E. 126 feet; thence S. 80 1/4° W. 189 feet; thence S. 83 1/8° W. 88 1/5 feet; thence leaving road S. 59 1/2° W. 576 feet to a post in stone; thence S. 8 1/2° E. 513 feet to a stone; thence S. 63° 15' E. 2220 feet to a post; thence crossing road S. 47° E. 462 feet to a post; thence S. 17° 49' W. 1221 feet to a poplar stump; thence N. 87° 30' E. 968 feet to a stone; thence N. 8° 20' W. 665 feet to a chestnut; thence N. 33° 40' E. 972.5 feet to a stone; thence S. 73° E. 501 feet to a sugar at the place of beginning, containing 162 acres and 4 poles, more or less.

There is excepted and reserved the following tracts or parcels of land:

1.) A tract containing 6.64 acres conveyed to E.A. Stokley and Gay Stokley, by deed dated July 24, 1961, of record in the aforesaid Clerk's office in Deed Book No. 853, at page 411.

2.) A tract containing 1.781 acres, conveyed to Richard E. Law and Christine A. Law, by Deed dated May 22, 1997, of record in the aforesaid Clerk's Office in Deed Book No. 1288, at page 728.

3.) A tract containing 1.284 acres, conveyed to Fred O. Law and Mary Ruth Law, by Deed dated May 22, 1997, of record in Deed Book No. 1288, at page 732.

4.) A tract containing 0.813 acre, conveyed to Lisa Christine Aube and Kyle Scott Aube, by Deed dated August 23, 2022, of record in Deed Book No. 1736, at page 468.

In said examination of title, the indices of the following records were examined: Adverse conveyances, judgments, executions, mechanics' liens, general liens, lis pendens, taxes and wills and settlements. My examination of the records in said Clerk's office covered a period of sixty (60) years through June 12, 2023, at 8:00 a.m., except that my examination, with respect to the assessment of the subject lot or parcel of land on the land books and delinquent tax records, was confined to the years 2012 through 2022 inclusive.

The subject lot or parcel of land is assessed for real property tax purposes for the year 2022 on the Harrison County Land Books for Elk District, as the following assessment:

Map #448, Parcel 0024	
154.52 Ac Blue Lick Run	
Acct# 06052763	2022 Tax Ticket# 37262
Land Value:	$14,160.00
Improvements Value:	$32,100.00
Total Value:	$46,260.00
Homestead Exemption:	0
Net Value:	$46,260.00
Class:	2
2022 Taxes per half year:	$272.57

The first half 2022 taxes were paid in the amount of $265.76 on 08/29/2022. The second half 2022 taxes were paid in the amount of $265.76 on 02/27/2023. The 2023 real estate taxes became a lien as of July 15, 2022, but are not due and payable until after July 15, 2023.

Based upon the foregoing, I am of the opinion that as of June 12, 2023, at 8:00 a.m., Richard Edison Law had good and marketable title to the subject property, subject additionally to the following exceptions:

SPECIFIC LIENS AND EXCEPTIONS:

1. The real estate is subject to a certain right of way dated November 2, 1978, recorded in Deed Book No. 1073, at page 965, to Berry Energy Consultants & Managers, Inc.

2. The real estate is subject to a certain right of way dated November 6, 1979, recorded in Deed Book No. 1086, at page 81, to Berry Energy Consultants & Managers, Inc.

3. The real estate is subject to a certain right of way dated June 12, 1980, recorded in Deed Book No. 1095, at page 613, to Consolidated Gas Supply Corporation.

4. The real estate is subject to a certain right of way dated April 10, 1981 recorded in Deed Book No. 1104, at page 411, to Consolidated Gas Supply Corporation.

5. The real estate is subject to a certain right of way dated October 5, 1992, recorded in Deed Book No. 1234, at page 990, to Harrison Rural Electrification Association, Inc.

6. The real estate is subject to a certain right of way dated April 23, 1997, recorded in Deed Book No. 1288, at page 752, to Bell Atlantic-West Virginia Inc.

STANDARD EXCEPTIONS:

7. My examination of the records in said Clerk's office included an examination of the title to the surface interest only in the subject lot or parcel of land. Accordingly, I herein express no opinion regarding the ownership of the minerals, if any within and underlying the subject lot or parcel of land, nor do I express an opinion regarding the leasing of the same or rights connected with the leasing of said minerals, if any.

8. The statutory lien for the 2023 real estate taxes.

9. Any errors or admissions in the indices, records or documents of record in the Office of the Clerk of the County Commission of Harrison County, West Virginia, or in the Office of the Sheriff of Harrison County, West Virginia.

10. Anything that might be disclosed by an actual survey or inspection on the premises.

11. Any matters that are not of record.

12. I have not undertaken to ascertain and do not render any opinion regarding any environmental problem, hazard or liability, if any, that may be associated with the above referenced real estate.

13. I have not undertaken to ascertain and do not render any opinion regarding any zoning ordinance, laws or statutes which may be associated with the above referenced real estate, including, but not limited to, any flood plain determination.

Please do not hesitate to contact me if you have any questions or comments. Enclosed please find a statement for my services.

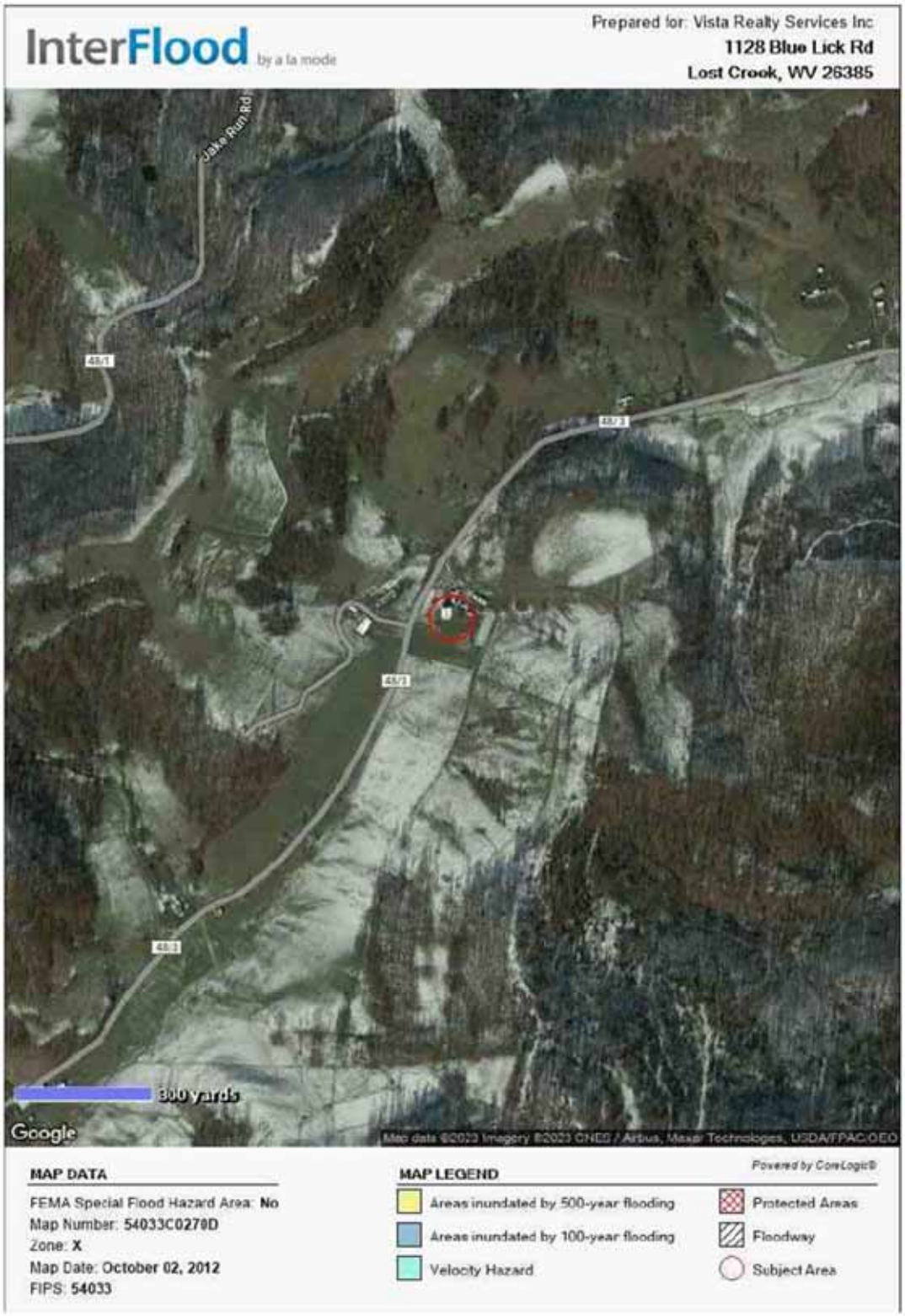
Very truly yours,

Mary L. Robinson

MLR/klr
Enclosures
File No.: 23-0363

Other Pertinent Reports and Exhibits

Subject FEMA Flood Map



Subject Deed and Will

BOOK 1028 PAGE 417

THIS DEED, made this 22nd day of October, 1974, by and between B. R. BOND and ZELLA W. BOND, his wife, parties of the first part, and EDISON LAW, JR., and PHYLLIS R. LAW, his wife, as joint tenants with the right of survivorship, parties of the second part;

WITNESSETH, that for and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the parties of the second part to the parties of the first part, the receipt of which is hereby acknowledged, B. R. Bond and Zella W. Bond, his wife, parties of the first part, hereby grant and convey, with covenants of general warranty, unto Edison Law, Jr., and Phyllis R. Law, his wife, parties of the second part, as joint tenants with the right of survivorship in either upon the death of the other and not as tenants in common, all that certain tract or parcel of land situate partly in Grant District and partly in Elk District, Harrison County, West Virginia, adjoining lands owned or formerly owned by Charlie Ross, William Randolph, Bernard Talbott, Frank Summerville, Stout heirs, Bishop heirs and Robert Blake, and more particularly bounded and described as follows:

Beginning at a sugar and running thence N. 79° 05' E. 1328 feet to a post; thence N. 77° 15' W. 78 1/2 feet (771.38 feet) to a stake; thence S. 43° 30' W. 462 feet to a stone; thence N. 07° 05' W. 627 feet to a post; thence N. 73° 15' W. 1662 feet to a stone; thence N. 32 3/8° W. 159 feet to a stone; 3 1/2 feet above Ry; thence S. 59 1/2° W. 310 feet to road; thence with the road, S. 25 1/8° E. 126 feet; thence S. 80 1/4° W. 189 feet; thence S. 83 1/8° W. 88 1/5 feet; thence leaving road S. 59 1/2° W. 576 feet to a post in stone; thence S. 8 1/2° E. 513 feet to a stone; thence S. 63° 15' E. 2220 feet to a post; thence crossing road S. 47° E. 462 feet to a post; thence S. 17°

Mail
Law
RE 2 Box 93
Lost Creek
1-13-74

49' W. 1221 feet to a poplar stump; thence N. 87° 30' E. 968 feet to a stone; thence N. 6° 20' W. 665 feet to a chestnut; thence N. 33° 40' E. 972.5 feet to a stone; thence S. 73° E. 501 feet to a sugar at the place of beginning, containing 162 acres and 4 poles, more or less.

The said B. R. Bond acquired an undivided one-half interest in the subject property by devise under the last will and testament of Rena Bond dated November 28, 1938, of record in the office of the Clerk of the County Court of Harrison County, West Virginia, in Will Book No. 29, at page 334. Said B. R. Bond acquired the other undivided one-half interest in said property from Carroll A. Bond and Lucretia T. Bond, his wife, by deed dated September 13, 1948, of record in said Clerk's office in Deed Book No. 658, at page 116.

There is excepted and reserved from this conveyance a tract or parcel of land situate in Elk District, Harrison County, West Virginia, containing 6.64 acres, more or less, which was conveyed by said B. R. Bond and Zella W. Bond, his wife, unto E. A. Stokley and Gay Stokley, his wife, by deed dated July 24, 1961, of record in said Clerk's office in Deed Book No. 853, at page 411, which tract or parcel of land is bounded and described as follows:

Beginning at a point in the center of Blue Lick Road, opposite a post, corner to a division fence and leaving said Road and running with said division fence N. 74° 30' W. 159 feet to a post; thence N. 43° 30' E. 52 feet to a post; thence N. 31° 00' W. 187 feet to a gum tree; thence N. 34° 30' W. 133 feet to a post; thence N. 24° 00' E. 459 feet to a post, corner to E. A. Stokley; thence with two lines of said Stokley S. 73° 00' E. 421 feet to a stump post; thence S. 5° 30' E. 242 feet to a point in the center of said Blue Lick Road; thence with two lines of said Road, S. 43° 00' W. 200 feet; thence S. 38° 30' W. 317.5 feet to the place of beginning, containing 6.64 acres, more or less.

BOOK1028 PAGE 419

The grantors reserve unto themselves, for their joint lifetimes and for the lifetime of the survivor of them, all the coal, oil, gas and other minerals within, upon and underlying the above-described tract or parcel of land, together with the usual, necessary and convenient rights for the mining and removal of the same, and all rents, royalties and profits derived therefrom. The grantors further reserve unto themselves, for their joint lifetimes and for the lifetime of the survivor of them, the exclusive right to live in the residence house situate on the tract or parcel of land hereby conveyed, without the payment of rent or any other consideration for said occupancy.

This conveyance is further made subject to all valid reservations, exceptions, conditions, easements, rights of way or other servitudes, if any, reserved, excepted, retained or created in prior instruments of record pertaining to the tract hereby conveyed.

The grantors hereby declare that the total consideration paid for the tract or parcel of land transferred by this deed is $23,550.00.

WITNESS the following signatures and seals.

B. R. Bond (SEAL)
B. R. Bond

Zella W. Bond (SEAL)
Zella W. Bond

BOOK 1028 PAGE 420

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

I, Terry C. Lamm, a notary public of said County, do certify that B. R. Bond and Zella W. Bond, his wife, whose names are signed to the writing hereto annexed, bearing date the 22nd day of October, 1974, have this day acknowledged the same before me in my said County.

Given under my hand this 7th day of November, 1974.

My commission expires: January 21, 1981

Terry C. Lamm (Commissioned as Terry L. Cash)
Notary Public

$13.20 STATE & COUNTY C 125678

$1.65 STATE & COUNTY A 334842

$6.60 STATE & COUNTY 125688

$1.15 STATE & COUNTY E 051269

RECORDED
NOV 12 11 57 AM '74
COUNTY CLERKS OFFICE
HARRISON COUNTY
WEST VIRGINIA

This instrument was prepared by:

Steptoe & Johnson
Robert E. Haden
Union Bank Building
Clarksburg, West Virginia 26301

This instrument was presented to the Clerk of the County Court of Harrison County, West Virginia, on 11-12-74 and the same is admitted to record.

Teste: Paul J. Brannon Jr. Clerk
Harrison County Court

BK0204 PG0081

Harrison County
John R Spires, Clerk
Instrument 202100006002
04/06/2021 @ 10:09:15 AM
WILL
Book 204 @ Page 81
Pages Recorded 14
Recording Cost $ 21.00

LAST WILL AND TESTAMENT OF EDISON JUNIOR LAW

I, Edison Junior Law, presently of Lost Creek, West Virginia, declare that this is my Last Will and Testament.

PRELIMINARY DECLARATIONS

Prior Wills and Codicils

1. I revoke all prior Wills and Codicils.

Marital Status

2. I am married to Phyllis Rutter Law.

Current Children

3. I have the following living children:

    - Betsy Law Hale, of Westfield, Pennsylvania;
    - Richard Edison Law, of Lost Creek, West Virginia; and
    - Fred Oscar Law, of Lost Creek, West Virginia.

4. The term 'child' or 'children' as used in this my Will includes the above listed children and any children of mine that are subsequently born or legally adopted.

EXECUTOR

Definition

5. The expression 'my Executor' used throughout this Will includes either the singular or plural number, or the masculine or feminine gender as appropriate wherever the fact or context so requires. The term 'executor' in this Will is synonymous with and includes the terms 'personal representative' and 'executrix'.

BK0204 PG0082

Appointment

6. I appoint Fred Oscar Law of Lost Creek, West Virginia as the sole Executor of this my Will.

7. No bond or other security of any kind will be required of any Executor appointed in this my Will.

Powers of My Executor

8. I give and appoint to my Executor the following duties and powers with respect to my estate:

   a. To pay my legally enforceable debts, funeral expenses and all expenses in connection with the administration of my estate and the trusts created by my Will as soon as convenient after my death. If any of the real property devised in my Will remains subject to a mortgage at the time of my death, then I direct that the devisee taking that mortgaged property will take the property subject to that mortgage and that the devisee will not be entitled to have the mortgage paid out or resolved from the remaining assets of the residue of my estate;

   b. To take all legal actions to have the probate of my Will completed as quickly and simply as possible, and as free as possible from any court supervision, under the laws of the State of West Virginia;

   c. To retain, exchange, insure, repair, improve, sell or dispose of any and all personal property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;

   d. To invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve, or add to or otherwise deal with any and all real property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;

e. To purchase, maintain, convert and liquidate investments or securities, and to vote stock, or exercise any option concerning any investments or securities without liability for loss;

f. To open or close bank accounts;

g. To maintain, continue, dissolve, change or sell any business which is part of my estate, or to purchase any business if deemed necessary or beneficial to my estate by my Executor;

h. To maintain, settle, abandon, sue or defend, or otherwise deal with any lawsuits against my estate;

i. To employ any lawyer, accountant or other professional; and

j. Except as otherwise provided in this my Will, to act as my Trustee by holding in trust the share of any minor beneficiary, and to keep such share invested, pay the income or capital or as much of either or both as my Executor considers advisable for the maintenance, education, advancement or benefit of such minor beneficiary and to pay or transfer the capital of such share or the amount remaining of that share to such beneficiary when he or she reaches the age of majority or, during the minority of such beneficiary, to pay or transfer such share to any parent or guardian of such beneficiary subject to like conditions and the receipt of any such parent or guardian discharges my Executor.

9. The above authority and powers granted to my Executor are in addition to any powers and elective rights conferred by state or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

DISPOSITION OF ESTATE

Specific Bequests

10. To receive a specific bequest under this Will a beneficiary must survive me for thirty (30) days. Any item that fails to pass to a beneficiary will return to my estate to be included in

BK0204 PG0084

the residue of my estate. All property given under this Will is subject to any encumbrances or liens attached to the property. My specific bequests are as follows:

a. I leave to Richard Edison Law of Lost Creek, West Virginia, if ~~they~~ he shall survive me, for ~~their~~ his own use absolutely, the following: Bond Farm (Approximately 156 Acres) on Bluelick Rd.;

b. I leave to Fred Oscar Law of Lost Creek, West Virginia, if ~~they~~ he shall survive me, for ~~their~~ his own use absolutely, the following: Law Farm (Approximately 86 Acres) on Bluelick Rd. ;

c. I leave to Richard Edison Law and Fred Oscar Law of Lost Creek, West Virginia, if they shall survive me, for their own use absolutely, the following: All tools, equipment, storage buildings, and barns to be shared beween named beneficiaries to use on both farms. All tools and equipment will be divided evenly between named beneficiaries.;

d. I leave to Richard Edison Law and Fred Oscar Law of Lost Creek, West Virginia, if they shall survive me, for their own use absolutely, the following: All cattle are to be divided equally between named beneficiaries;

e. I leave to Betsy Law Hale of Westfield, Pennsylvania, if ~~they~~ she shall survive me, for ~~their~~ her own use absolutely, the following: House contents;

f. I leave to Fred Oscar Law of Lost Creek, West Virginia, if ~~they~~ he shall survive me, for ~~their~~ his own use absolutely, the following: House; and

g. I leave to Betsy Law Hale of Westfield, PA; Richard Edison Law, and Fred Oscar Law of Lost Creek, West Virginia, if they shall survive me, for their own use absolutely, the following: All owned gas wells, mineral rights, and royalties in Barbara, Harrison, and Lewis Counties will be divided among all named beneficiaries. equally.

Distribution of Residue

BK0204 PG0085

11. To receive any gift or property under this Will a beneficiary must survive me for thirty (30) days. Beneficiaries of my estate residue will receive and share all of my property and assets not specifically bequeathed or otherwise required for the payment of any debts owed, including but not limited to, expenses associated with the probate of my Will, the payment of taxes, funeral expenses or any other expense resulting from the administration of my Will. The entire estate residue is to be divided between my designated beneficiaries with the beneficiaries receiving a share of the entire estate residue. All property given under this Will is subject to any encumbrances or liens attached to the property.

12. The entire residue of my estate will be transferred to my spouse, if my spouse survives me for thirty (30) full days, for their own use absolutely.

13. If my spouse is not living on the thirtieth day following my death, I direct my Executor to divide the residue of my estate into as many equal shares as there shall be children of mine then alive at my death, subject to the provisions hereinafter specified and to pay and transfer one such share to each of those surviving children. If any child of mine shall die before becoming entitled, in accordance with the terms of this my Will, to receive the whole of his or her share of my estate, but such child has a child or children which survive me, that child of mine shall be deemed to have survived me for the purposes of this division and the share of that child of mine or the amount remaining thereof shall be distributed according to the provisions hereinafter provided.

14. If any child of mine shall die before becoming entitled in accordance with the terms of this my Will, to receive the whole of his or her share of my estate, I direct that such share or the amount remaining of that share will be divided and transferred in equal shares to each of the surviving children of that deceased child of mine. And if any of such children of my deceased child dies before receiving the whole of his or her share of my estate, that share or the amount remaining thereof will be divided in equal shares amongst the surviving children of that child of mine. But if that deceased child of mine leaves no surviving children, then that share or the amount remaining of that share will be divided amongst my surviving children in equal shares.

15. If none of my named beneficiaries survives me or does not leave an heir or issue who survives me, then I give, devise, and bequeath all of the rest, residue, and remainder of

my estate, of whatever kind and character, and wherever located, according to the order of intestate succession in the State of West Virginia.

TESTAMENTARY TRUST

Testamentary Trust For Minor Beneficiaries

16. It is my intent to create a testamentary trust (the "Testamentary Trust") for each minor beneficiary named in this my Will. I name my Executor(s) as trustee (the "Trustee") of any and all Testamentary Trusts required in this my Will. Any assets bequeathed, transferred, or gifted to a minor beneficiary named in this my Will are to be held in a separate trust by the Trustee until that minor beneficiary reaches the designated age. Any property left by me to any minor beneficiary in this my Will shall be given to my Executor(s) to be managed until that minor beneficiary reaches the age of majority.

Trust Administration

17. The Trustee shall manage the Testamentary Trust as follows:

    a. The assets and property will be managed for the benefit of the minor until the minor reaches the age set by me for final distribution;

    b. Upon the minor reaching the age set by me for final distribution, all property and assets remaining in the trust will be transferred to the minor beneficiary as quickly as possible; and

    c. Until the minor beneficiary reaches the age set by me for final distribution, my Trustee will keep the assets of the trust invested and pay the whole or such part of the net income derived therefrom and any amount or amounts out of the capital that my Trustee may deem advisable to or for the support, health, maintenance, education, or benefit of that minor beneficiary.

18. The Trustee may, in the Trustee's discretion, invest and reinvest trust funds in any kind of real or personal property and any kind of investment, provided that the Trustee acts with the care, skill, prudence and diligence, considering all financial and economic

considerations, that a prudent person acting in a similar capacity and familiar with such matters would use.

19. No bond or other security of any kind will be required of any Trustee appointed in this my Will.

Trust Termination

20. The Testamentary Trust will end after any of the following:

    a. The minor beneficiary reaching the age set by me for final distribution;

    b. The minor beneficiary dies; or

    c. The assets of the trust are exhausted through distributions.

General Trust Provisions

21. The expression 'my Trustee' used throughout this Will includes either the singular or plural number, or the masculine or feminine gender as appropriate wherever the fact or context so requires.

(1) Powers of Trustee

To carry out the terms of my Will, I give my Trustee the following powers to be used in his or her discretion at any time in the management of a trust created hereunder, namely:

a. The power to make such expenditures as are necessary to carry out the purpose of the trust;

b. Subject to my express direction to the contrary, the power to sell, call in and convert into money any trust property, including real property, that my Trustee in his or her discretion deems advisable;

c. Subject to my express direction to the contrary, the power to mortgage trust property where my Trustee considers it advisable to do so;

BK0204 PG0088

d. Subject to my express direction to the contrary, the power to borrow money where my Trustee considers it advisable to do so;

e. Subject to my express direction to the contrary, the power to lend money to the trust beneficiary if my Trustee considers it is in the best interest of the beneficiary to do so;

f. To make expenditures for the purpose of repairing, improving and rebuilding any property;

g. To exercise all rights and options of an owner of any securities held in trust;

h. To lease trust property, including real estate, without being limited as to term;

i. To make investments he or she considers advisable, without being limited to those investments authorized by law for trustees;

j. To receive additional property from any source and in any form of ownership;

k. Instead of acting personally, to employ and pay any other person or persons, including a body corporate, to transact any business or to do any act of any nature in relation to a trust created under my Will including the receipt and payment of money, without being liable for any loss incurred. And I authorize my Trustee to appoint from time to time upon such terms as he or she may think fit any person or persons, including a body corporate, for the purpose of exercising any powers herein expressly or impliedly given to my Trustee with respect to any property belonging to the trust;

l. Without the consent of any persons interested in trusts established hereunder, to compromise, settle or waive any claim or claims at any time due to or by the trust in such manner and to such extent as my Trustee considers to be in the best interest of the trust beneficiary, and to make an agreement with any other person, persons or corporation in respect thereof, which shall be binding upon such beneficiary;

BK0204 PG0089

m. To make or not make any election, determination, designation or allocation required or permitted to be made by my Trustee (either alone or jointly with others) under any of the provisions of any local, state, federal, or other taxing statute, in such manner as my Trustee, in his or her absolute discretion, deems advisable, and each such election, determination, designation or allocation when so made shall be final and binding upon all persons concerned;

n. To pay himself or herself a reasonable compensation out of the trust assets; and

o. To employ and rely on the advice given by any attorney, accountant, investment advisor, or other agent to assist the Trustee in the administration of this trust and to compensate them from the trust assets.

The above authority and powers granted to my Trustee are in addition to any powers and elective rights conferred by statute or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

(2) Other Provisions

a. Subject to the terms of this my Will, I direct that my Trustee will not be liable for any loss to my estate or to any beneficiary resulting from the exercise by him or her in good faith of any discretion given him or her in this my Will;

b. Any trust created in this Will shall be administered as independently of court supervision as possible under the laws of the State having jurisdiction over the trust; and

c. If any trust condition is held invalid, it will not affect other provisions that can be given effect without the invalid provision.

GENERAL PROVISIONS

Individuals Omitted From Bequests

BK0204 PG0090

22. If I have omitted to leave property in this Will to one or more of my heirs as named above the failure to do so is intentional except as otherwise expressly provided in this my Will.

Insufficient Estate

23. If the value of my estate is insufficient to fulfill all of the bequests described in this Will then I give my Executor full authority to decrease each bequest by a proportionate amount.

No Contest Provision

24. If any beneficiary under this Will contests in any court any of the provisions of this Will, then each and all such persons shall not be entitled to any devises, legacies, bequests, or benefits under this Will or any codicil hereto, and such interest or share in my estate shall be disposed of as if that contesting beneficiary had not survived me.

Severability

25. If any provisions of this Will are deemed unenforceable, the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, I have signed my name on this the 1st day of June, 2015, at Clarksburg, West Virginia, declaring and publishing this instrument as my Last Will, in the presence of the undersigned witnesses, who witnessed and subscribed this Last Will at my request, and in my presence.

Edison Jr. Law

Edison Junior Law (Testator) Signature

SIGNED AND DECLARED by Edison Junior Law on the 1st day of June, 2015 to be their Last Will, in our presence, at Clarksburg, West Virginia, who at their request, in their presence and in the presence of each other, all being present at the same time, have signed our names as witnesses.

BK0204 PG0091

Witness #1 Signature	Witness #2 Signature
Witness #1 Name (Please Print)	Witness #2 Name (Please Print)
Witness #1 Street Address	Witness #2 Street Address
Witness #1 City/State	Witness #2 City/State

AFFIDAVIT

STATE OF WEST VIRGINIA
COUNTY OF Harrison

I, Edison Junior Law, the Testator, sign my name to this instrument this 1st day of June, 2015, and being first duly sworn, declare to the undersigned authority all of the following:

1. I execute this instrument as my Last Will.
2. I sign this Last Will willingly, or willingly direct another to sign for me.
3. I execute this Last Will as my free and voluntary act for the purposes expressed therein.
4. I am 18 years of age or older, of sound mind and under no constraint or undue influence.

Testator: Edison Jr Law

We, Cara J Matheny and Lori A. Heldreth the witnesses, being first duly sworn, sign our names to this instrument and declare to the undersigned authority all of the following:

1. The Testator executes this instrument as their Last Will.
2. The Testator signs it willingly, or willingly directs another to sign for them
3. Each of us, in the conscious presence of the Testator, and in the presence of each other, signs this Last Will as a witness.
4. To the best of our knowledge, the Testator is 18 years of age or older, of sound mind and under no constraint or undue influence.

Witness #1 Witness #2

BK0204 PG0092

Subscribed and sworn to before me by Edison Junior Law, the Testator, and by Cara J Matheny and Lori A. Helbush, witnesses, this 1st day of June, 2015.

(Signed) Karen L. Willis

Notary
(Official capacity of officer)

(Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
KAREN L. WILLIS
533 BEECH STREET
GRAFTON, WV 26354
My commission expires April 1, 2017

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3

BK0204 PG0093

Certificate of Proof of Execution by a Subscribing Witness

State of West Virginia
of Harrison

ss.:

On the 1st day of June, 2015, before me, the undersigned, personally appeared Cara J Matheny of PO Box 151, Jane Lew, Lewis County, West Virginia, and Lori A. Hesson, of 1428 Willowood Fairmont, Marion County, West Virginia, the subscribing witnesses to the foregoing Will (the instrument), with whom I am personally acquainted, who, being by me duly sworn, did depose and say that they reside at the above stated addresses; that they know Phyllis Rutter Law to be the individual described in and who executed the foregoing instrument; that said subscribing witnesses were present and saw said Phyllis Rutter Law execute same; and that said witnesses at the same time subscribed their names as a witness thereto.

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

Cara J Matheny
Witness:

Lori A. Hesson
Witness:

Karen L. Willis
A NOTARY PUBLIC IN AND FOR
The State of West Virginia

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OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
KAREN L. WILLIS
839 BEECH STREET
GRAFTON, WV 26354
My commission expires April 1, 2017

204 @ 94

BK0204 PG0094

United States of America

State of West Virginia

County of Harrison, ss:

Probate Order

In the Harrison County Commission

RE: Estate of **EDISON JUNIOR LAW**, this the 6th day of April, 2021.

This day a paper writing purporting to be the Last Will and Testament of **EDISON JUNIOR LAW**, deceased, was produced herein and offered for probate.

Whereupon came CRA J MATHENY, LORI A HELDRETH and the subscribing witnesses thereto who, being first duly sworn, deposed and said that the said testator/rix signed and acknowledged said paper writing as and for his Last Will and Testament in their presence, both present at the same time, and that they, in his presence, at his request, and in the presence of each other subscribed their names as witnesses thereto, that he was at the time over the age of eighteen (18) years, that he was of sound mind and memory and that he is now deceased.

Wherefore said paper is hereby admitted to probate and ordered to be recorded as the true Last Will and Testament of **EDISON JUNIOR LAW**, deceased.

A true copy from the records,

Attest: _____

John R Spires
Clerk of the Harrison County Commission

Estate: 9575

Order/Will

Subject Assessment Card

WV Real Estate Assessment Data

About | New Search | Structure Drawing

Parcel ID	17-11-0448-0024-0000	Tax Year	2023	County	Harrison	Date	9/17/2023
Root PID	17110448002400000000						

Property Owner and Mailing Address

Owner(s)	LAW RICHARD EDISON
Mailing Address	1128 BLUE LICK RD, LOST CREEK, WV 26385

Property Location

Physical Address	LOST CREEK 26385 7308
E-911 Address	729 BLUE LICK RD LOST CREEK WV 26385
Parcel ID	17-11-0448-0024-0000
County	17 - Harrison
District	11 - Elk-Outside District
Map	0448 (Click for PDF tax map)
Parcel No.	0024
Parcel Suffix	0000
Map View Link	https://mapwv.gov/parcel/?pid=17-11-0448-0024-0000

General Information

Tax Class	Book / Page	Deeded Acres	Calculated Acres	Legal Description
2	W204 / 81	154.520	178.26	154.52 AC BLUE LICK RUN
			178.26	

Cost Value

Dwelling Value	$0
Other Bldg/Yard Values	$45,830
Commercial Value	---

Appraisal Value

Land Appraisal	$23,600
Building Appraisal	$45,800
Total Appraisal	$69,400

Building Information

Property Class	F - Farm
Land Use	112 - Active Farm
Sum of Structure Areas	

# of Buildings (Cards)	1

Card	Year Built	Stories	CG	Architectural Style	Exterior Wall	Basement Type	Square Footage (SFLA)	Building Value

Card	Year Built	Attic	Fuel	Heat System	Heat/AC	Bedrooms	Full Baths	Half Baths	Total Rooms

Other Building and Yard Improvements

Bldg/ Card #	Line	Type	Year Built	CG	Units	Size	Area	Replace Cost	Adjusted Replace Cost
1	1	One Side Open Wood Pole Barn	1900	22	1	14x20	280	$2,840	$620
1	2	Flat Barn Barn	1900	22	1	42x60	2,520	$23,670	$7,920
1	3	1S Lean To Lean	1900	22	1	40x42	1,680	$7,490	$1,670
1	4	Four Side Closed Metal Pole Barn	2005	22	1	40x80	3,200	$13,100	$10,240
1	5	Miscellaneous Miscellaneous	1900	22	1	x	1	$80	$180
1	6	One Side Open Wood Pole Barn	2016	22	1	20x20	400	$3,320	$4,440
1	7	One Side Open Wood Pole Barn	2016	22	1	24x32	768	$4,690	$6,270
1	8	Four Side Closed Metal Pole Barn	2016	22	1	48x48	2,304	$10,230	$13,690
1	9	Miscellaneous Miscellaneous	2000	22	1	x	1	$710	$800
					9		11,154	$66,130	$45,830

Flood Zone Information Learn more at WV Flood Tool

Acres (c.)	Risk	
178.26	Low	This parcel appears not to be within any identified flood hazard zone.

Sales History Learn More

Sale Date	Price	Sale Type	Source Code	Validity Code	Book	Page
2/16/2021					W204	81
10/11/2015					1028	417
12/30/2004	$90,000	Land only	1	7	COST	STUDY

Parcel History

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2023	2	LAW RICHARD EDISON	1128 BLUE LICK RD, LOST CREEK, WV 26385	W204/ 81	154.52 AC BLUE LICK RUN	$23,600	$45,800	$69,400
2022	2	LAW RICHARD EDISON	1128 BLUE LICK RD, LOST CREEK, WV 26385	W204/ 81	154.52 AC BLUE LICK RUN	$23,600	$53,500	$77,100
2021	2	LAW EDISON JR	475 BLUE LICK RD , LOST CREEK , WV 26385	1028 / 417	154.52 AC BLUE LICK RUN & 162 AC O&G	$24,900	$55,600	$80,500
2020	2	LAW EDISON JR	475 BLUE LICK RD, LOST CREEK, WV 26385	1028/ 417	154.52 AC BLUE LICK RUN & 162 AC O&G	$24,900	$54,800	$79,700
2019	2	LAW EDISON JR	475 BLUE LICK RD, LOST CREEK, WV 26385	1028/ 417	154.52 AC BLUE LICK RUN & 162 AC O&G	$24,900	$54,700	$79,600
2018	2	LAW EDISON JR	475 BLUE LICK RD, LOST CREEK, WV 26385	1028/ 417	154.52 AC BLUE LICK RUN & 162 AC O&G	$180,300	$22,300	$202,600
2017	2	LAW EDISON JR	475 BLUE LICK RD, LOST CREEK, WV 26385	1028/ 417	154.52 AC BLUE LICK RUN & 162 AC O&G	$24,700	$21,900	$46,600
2016	2	LAW EDISON JR & PHYLLIS R	475 BLUE LICK RD, LOST CREEK, WV 26385	1028/ 0417	154.52 AC BLUE LICK RUN & 162 AC O&G	$24,700	$25,400	$50,100
2015	2	LAW EDISON JR & PHYLLIS R	475 BLUE LICK RD, LOST CREEK, WV 26385	1028/ 0417	154.52 AC BLUE LICK RUN & 162 AC O&G	$24,700	$24,800	$49,500

Sample Conservation Easement Agreement

DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** ("Easement") is made this 5th day of June 2023 by (Owner Name), (Address), ("Grantor"), to the HARRISON COUNTY FARMLAND PROTECTION BOARD ("HCFPB", "Grantee") having its mailing address at 301 W. Main Street, Clarksburg, WV 26301. For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantees apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in (District), Harrison County, West Virginia, consisting of (#) acres of land, more or less, and more particularly described in Exhibit A, incorporated herein by reference (the "Property"). ;

WHEREAS, the Property possesses agricultural, including prime, unique and significant soils; open space and natural values (collectively, "Conservation Values") of great importance to Grantor, the people of Harrison County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee and incorporated by reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantor and Grantee have the exclusive common purpose of preserving the agriculture and open space character of the Property;

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

1

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land. The legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs and to accept qualifying properties voluntarily entered into the program;

WHEREAS, the County Commission of Harrison County, West Virginia ("County Commission") has declared that the agriculture community of Harrison County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Harrison County an opportunity to voluntarily protect agricultural land by creating the Harrison County Farmland Protection Board and authorizing it to create and administer the Harrison County Farmland Protection Program;

WHEREAS, HCFPB is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Harrison County by the voluntary placement of conservation or preservation easements on eligible property;

WHEREAS, Grantee affirms that this Easement represents a unique and valuable asset to the quality of life in Harrison County and the state of West Virginia and that by the acceptance of this Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come in the future.

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, agricultural, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, including its qualifying (prime, unique, state, locally important soils, etc.)

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth.

1. TERMS, CONDITIONS AND RESTRICTIONS

Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. The following terms, conditions and restrictions clarify and govern the intent of Grantor and Grantee:

1. **Use and Quiet Enjoyment.** Grantor has the right to reside on the Property and to benefit from all aspects of the quiet enjoyment of the Property. Grantor has the right to engage in any and all personal recreational uses of the Property, including but not limited to hiking; touring; swimming; camping, biking; hunting and fishing; that require no development of the land and are consistent with the Conservation Values.

2. **Agricultural Uses of the Land.** Grantor may engage in any and all agricultural uses of the Property. For example, the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits nuts and vegetables of all kinds; nursery, floral and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Property are permitted. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such activities or businesses must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

3. **Agricultural Structures.** Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Property. Agricultural structures shall be limited by the maximum square footage as described in Terms, Conditions and Restrictions - Maximum Impervious Surface Coverage.

4. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Property that are supportive and agriculturally compatible may be established on the Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products

5. **Activities for Religious, Charitable or Educational Purposes or to Foster Tourism.** Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Property in order to foster rural economic uses while protecting the rural character of the Property. Such activities or businesses must be compatible with and supportive of the rural character of the Property, and must remain incidental to the agricultural and open space character of the Property.

(a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under Agricultural Structures or Residential Dwellings; no other structures are permitted on the Property.

(b) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.

(c) Accommodation of overnight guests is permitted, but only within permitted residential structures.

(d) Commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.

(e) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

6. Home-based Businesses. Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Property, provided that:

(a) The occupation or business use must be conducted entirely within the single residential dwelling or appurtenances allowable under Terms, Conditions and Restrictions - Residential Dwellings.

(b) The use of the dwelling for the home occupation shall be clearly incidental and subordinate to the use of the dwelling for residential purposes.

7. Residential Dwellings. No single residential dwellings exist on the Property.

8. Subdivision. It is the intention of Grantor to protect the open space values of the Property. Accordingly, subdivision of land is prohibited

9. Maximum Impervious Surface Coverage. The total surface coverage of impervious surfaces on the Property shall be subject to the limitations defined below.

(a) Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of storm water directly into the soil, including, but not limited to, buildings, roofs, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.

(b) The total surface coverage of the Property by all impervious surfaces, including structures associated with agricultural uses, driveways and parking areas, shall not exceed 50,000 square feet, which is less than 2% of the total Conservation Easement area.

10. Removal of Natural Resources. Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Easement, are in accordance with a conservation plan, do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction of minerals, oil, gas or any other hydrocarbon substance from the surface of the Property is prohibited.

11. Management of Woodland Resources. Easement property with contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area will have a Forest Management Plan. The agricultural use of timber and woodland products on the Property is permitted under a current forest management plan subject to approval by the Grantees.

The use of timber and woodland products of not more than one percent (1%) in any two-year period on site is permitted without a Forest Management Plan and will not require acceptance by the Grantees.

Forest Management Plan shall not be required for the following permitted non-commercial activities and do not require prior approval of the Grantees:

(a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;

(b) cutting of trees for firewood, or for other domestic uses of Grantor;

(c) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or for access otherwise permitted in this Easement;

(d) removal of trees for the maintenance or the improvement to existing pastures or fence lines;

(e) removal of invasive species both plant and insect.

The Grantor reserves the right to remove all trees on a portion of the Protected (eased) Property as indicated in the Baseline Documentation that has a Conservation Value of qualifying soil (prime, unique, state, locally important soils, etc.), but was forested at the time this Deed of Conservation Easement was recorded. Such tree removal shall be carried out under a Conservation Plan.

Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and be consistent with this Deed of Conservation Easement and the protection of Conservation Values of the Property.

Such forest management and timber harvesting must be performed in accordance with a written Forest Management Plan consistent with this Conservation Easement Deed prepared and signed by a licensed professional forester. The Grantees will approve the plan to ensure it is consistent with the agricultural conservation value of the easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

12. Other Construction. Except as specifically permitted above, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or facility on or above the premises. Existing roads as identified in the Baseline Documentation Report may be maintained and repaired in their current state. New roads may be constructed only if they are necessary for agricultural operations on the Property. Macadam and pavement, gravel and stone driveways, and parking areas are subject to the impervious surface limitations referenced above.

13. Fences. Existing fences may be repaired and replaced and new fences may be built on the Property as necessary for agricultural operations on the Property, including customary management of livestock and to delineate the boundary of the Property.

14. Signs. Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

15. Wastes. Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines or other material on the Property is prohibited. However, composting of biodegradable material used or produced on the Property to improve gardens and pastures on the Property is permitted so long as composting and its application is consistent with a Conservation plan.

16. Utilities. Grantor shall not sell, lease or grant an easement covering any portion of the Property where such sale, lease or easement is for the purpose of construction and installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers. Grantor may install utilities necessary for the permitted residential and agricultural structures.

17. Streams, Wetland and Water Bodies. There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity or which could alter natural water level and/or flow in or over the Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and allow the reasonable use of the available water of the Property for agricultural purposes permitted by this easement. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property shall be considered an agricultural use. Expansion and construction of ponds and structures shall be in accordance with the conservation plan. Farm ponds shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

1. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

2. Rights of the Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee or its agent by this Easement:

(a) To preserve and protect the Conservation Values of the Property;
(b) To enter upon the Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantees shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to General Provision - Grantees' Remedies.

3. Grantee Notification/Approval. Grantor reserves for himself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantee.

4. Grantees' Remedies.

(a) Notice of Violation: Corrective Action. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) Injunctive Relief. The Grantee, its successors or assigns, jointly or severally shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantees' rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees, and costs or restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Easement against third party shall be borne by Grantee.

(d) Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's' rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5. Acts beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantees to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantees have the right to pursue enforcement action against the responsible parties.

6. Costs, Legal Requirements and Liabilities. Grantor, his heirs, successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

7. Control. Nothing in this Easement shall be construed as giving rise to any right or ability of Grantees to exercise physical or managerial control over the day-to-day operations of the Property, or any responsibility to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

8. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

9. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: an injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection.

10. Environmental Warranty. "Environmental Law" " or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that he is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.

Grantor warrants that he has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property exceeding regulatory limits. Moreover, Grantor hereby promises to indemnify and hold harmless the United States against all costs, claims, demands, penalties and damages, including reasonable attorney fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantors' indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

11. Proceeds for Extinguishment. The conveyance of this Easement gives rise to a property right immediately vested in the Grantee. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. At the date the Conservation Easement was purchased, the proportionate values were as follows: Grantor is 80% of the appraised fair market value of the subject Property. Grantee is 20% of the appraised fair market value of the subject Property.

In making this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

12. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to compensation at not less than the fair market value of the Property determined without regard to the existence of the Easement. Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Property, shall notify the Grantee in writing, within fifteen (15) days of receipt of said notification.

13. Assignment. This Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. In the event that the HCFPB ceases to operate or exist, the rights of the Grantee under this Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (WV Code 20-12-1, et seq., 1995).

Any Co-holder to the Easement may assign its rights and obligations under the Easement only with the written approval of both the Grantee and the Grantor.

The Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the Easement was originally intended to advance. The transfer of the easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantor.

14. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

15. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

16. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantor:

1

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To Grantee: HARRISON COUNTY FARMLAND PROTECTION BOARD
301 W. MAIN STREET
CLARKSBURG, WV 26301

or to such other address as either party from time to time shall designate by written notice to the other.

17. Recordation. Holder shall record this instrument in timely fashion with the Office of the Clerk of Harrison County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

18. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor, Grantee is free to jointly amend this Easement; provided that no amendment shall be allowed that will invalidate this Easement or be inconsistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.

19. Other Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia.

(b) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.

(d) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(e) Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

(f) Subordination. Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.

(g) Title Warranties. Grantor warrants that Grantor has good title to the Property; that Grantor has the right to convey this Easement, and that the Property is free and clear of any encumbrances.

(h) Merger. If Grantee at some future time acquire the underlying fee title in the Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the conservation easement deed set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the local grantee, or any successor or assignee will be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.

DECLARATION OF CONSIDERATION OF VALUE.

The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to Federal, state and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

_____

Date

GRANTEE:

Harrison County Farmland Protection Board

signature

Date

13

Appraisers' Qualifications

Derek R. Molen and Tyler R. Satterfield specialize in appraisals and valuation services relating to acquisitions and dispositions by governmental and quasi-governmental entities. Areas of focus include condemnation, eminent domain, right-of-way acquisitions, excess property dispositions, and conservation, along with litigation support and expert witness testimony. Together, Mr. Molen and Mr. Satterfield boast over 25 years of professional real estate experience. They have continued to expand their industry expertise through exposure to various market segments while pursuing specialized knowledge and education. Both Mr. Molen and Mr. Satterfield hold the SRA designation of the Appraisal Institute and the R/W-AC (Right-of-Way Certification) of the International Right of Way Association, and both have completed the Appraisal Institute's Professional Development Programs in *Litigation* and *Valuation of Conservation Easements*. Experience includes a wide variety of property types and a broad range of unique and complex valuation scenarios. Together, Mr. Molen and Mr. Satterfield are licensed in eight states (PA, MD, DE, WV, TN, GA, KY, OH, and NY). Their breadth of experience allows Mr. Molen and Mr. Satterfield to incorporate best practices from across the appraisal and right-of-way professions.

Professional references are available upon request.

Tyler R. Satterfield, SRA, R/W-AC
Tyler@VistaRSI.com
570.772.7823

Derek R. Molen, R/W-AC, SRA, CDEI
Derek@VistaRSI.com
717.226.4160

P.O. Box 343, Lawrenceville, PA 16929

Appraisers' WV License Information



State of West Virginia
WV Real Estate Appraiser Licensing & Certification Board
This is to certify that
Certified General CG3339
Expiration: 9/30/2024
Tyler R Satterfield
PO Box 343
Lawrenceville, PA 16929
has met the requirements of the law, and is authorized to appraise real estate and real property in the State of West Virginia.

Executive Director



State of West Virginia
WV Real Estate Appraiser Licensing & Certification Board
This is to certify that
Certified General CG2805
Expiration: 9/30/2024
Derek R Molen
P O Box 343
Lawrenceville, PA 16929
has met the requirements of the law, and is authorized to appraise real estate and real property in the State of West Virginia.

Executive Director

Partial Client List (Direct and Indirect)

Pennsylvania Turnpike Commission (PTC)
Century Engineering / Kleinfelder
Appraisal Review Specialists, LLC
West Virginia Division of Highways (WVDOH)
ALROWS, LLC
State College Borough
Columbia County Housing and Redevelopment Authorities (CCHRA)
Georgia Department of Transportation (GDOT)
Maryland Department of Transportation State Highway Administration (SHA)
Law Offices of Cory A. Leshner, LLC
Pennsylvania Power & Light Company (PP&L)
Natural Lands Trust
HMI Technical Solutions, LLC
Delaware Department of Transportation (DelDOT)
Pennsylvania Fish & Boat Commission (PFBC)
Keystone Acquisition Services Corporation
Commonwealth Commercial Appraisal Group
Allegheny County Sanitary Authority (ALCOSAN)
Clearfield-Jefferson Counties Airport Authority
U.S. Department of Transportation - Federal Aviation Administration (FAA)
Pennsylvania Department of Conservation and Natural Resources (DCNR)
The Nature Conservancy
United States Department of Agriculture (USDA)
Ohio Department of Transportation (ODOT)
U.S. Department of the Interior; Appraisal and Valuation Services Office (AVSO)
The Merrill W. Linn Land & Waterways Conservancy
Carlisle Borough (Cumberland County, PA)

Notable Appraisal and Appraisal Review Assignments

National Park Service Acquisitions
State Park Land Conversions
Conservation Easements
Multi-Modal Transit-Oriented Development Projects
Waterfront Office and Transportation Center
200-Acre State Hospital Campus for Redevelopment Considerations
Partial Building Demolitions
Complex Partial Acquisitions w/ Significant Changes in Highest & Best Use, Access, Parking, etc.
Excess Property Dispositions
Outdoor Advertising Devices (OADs, a.k.a. Billboards)
Rural Recreational and Trophy Residential Properties
FAA Airport Runway Improvement Project
High-Voltage Transmission Line Damage Studies
Damage Analysis for Subterranean Sewage Easements

Professional Qualifications
Tyler R. Satterfield, SRA, R/W-AC

I am a Designated Member of the Appraisal Institute, (SRA Designation) and have completed the Appraisal Institute Professional Development Programs in *Litigation* and *Valuation of Conservation Easements*. I started my appraisal career in 2015 as a Licensed Appraiser Trainee, and I have since separately achieved both Certified Residential and Certified General Appraiser, as well as the Right of Way Appraisal Certification (R/W-AC) of the International Right of Way Association. Throughout my career, I have completed appraisal assignments for various property types such as outdoor advertising device sites, commercial warehousing, mixed-use, recreational/trophy properties, flood hazard locations, single-unit and multi-unit residential, hobby farms, vacant land, offices, and industrial buildings. Each report was completed in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Appraisal Standards for Federal Land Acquisitions, and other applicable guidelines and regulations, such as eminent domain codes, agency right-of-way manuals, and the Uniform Act. I have completed various appraisal and appraisal review assignments for eminent domain takings in multiple states.

Relevant Work History

Vista Realty Services, Inc. – President (2016 – current) Multi-State Appraisal Firm Duties also include managing the daily operations of the business, client recruitment, implementing time and cost saving initiatives, and employee development.

Pennsylvania Department of Transportation – Montoursville (May 2021-May 2022) Staff Appraiser Various assignments related to eminent domain takings within the Commonwealth. I have completed assignments in the rural northern tier of Pennsylvania as well as the urban/suburban areas of Harrisburg, York, and Lancaster. Some complex assignments include: highest and best use of an outdoor advertising device site with easement interest to erect billboards; partial and total acquisitions; and before and after appraisals including partial building removals.

Reeser Appraisals, LLC. – Greater Williamsport Area (January 2015 – June 2020) Staff Appraiser Completed various appraisal assignments. I completed my residential and commercial apprenticeship and obtained the SRA Designation of the Appraisal Institute while contracted at Reeser Appraisals. Reeser Appraisals offered appraisal services for mortgage lending/collateral, estate planning, estate settlement, tax appeals, and other appraisal services/consulting.

Current Appraisal Certifications

PA: GA004445 DE: X1-001758 MD: 34676 OH: 2023001718 GA: 424142 TN: 6226 NY: 46000054180 WV: CG3339

Professional Memberships, Affiliations, Certifications, and Designations

Designated Member, Appraisal Institute, SRA Designation
Board of Directors, Appraisal Institute Keystone Chapter
Completed *Valuation of Conservation Easements* Professional Development Program
Completed *Litigation* Professional Development Program
Vice President-Elect, Appraisal Institute Keystone Chapter
Candidate for Additional Designations

Professional Memberships, Affiliations, Certifications, and Designations (Continued)

Certified Member, International Right of Way Association
R/W-AC (Right of Way Appraisal Certification)
Candidate for SR/WA (Senior Right of Way Agent Designation)

FAA Licensed Remote (Drone) Pilot - Small Unmanned Aircraft System Certificate # 4816257

Education

Lock Haven University of Pennsylvania
Bachelor of Science, Accounting - 2008

Specialized Coursework (Partial List)

Residential Market Analysis and Highest & Best Use – July 2015
Residential Sales Comparison and Income Approaches – July 2015
Residential Site Valuation and Cost Approach – July 2015
Residential Report Writing and Case Studies – July 2015
Real Estate Finance, Statistics and Valuation Modeling – July 2015
Advanced Residential Applications & Case Studies Part 1- Sept. 2016
Advanced Residential Report Writing Part 2 – Sept. 2016
General Appraiser Sale Comparison Approach – January 2017
General Appraiser Income Approach Part 1 – July 2017
General Appraiser Income Approach Part 2 – July 2017
General Appraiser Report Writing – May 2018
Solving Land Valuation Puzzles – May 2018
General Appraiser Market Analysis and Highest & Best Use – July 2018
Developments in Green Valuation – September 2018
General Appraiser Site Valuation & Cost Approach – October 2018
Introduction to Green Building: Principles & Concepts – October 2018
Residential & Commercial Valuation of Solar – April 2019
Valuation Resources and Photovoltaic Systems – April 2019
The Appraiser as an Expert Witness: Preparation and Testimony – October 2019
Condemnation Appraising: Principles and Applications – July 2021
Contract or Effective Rent: Finding the Real Rent – November 2021
Valuation by Comparison: Residential Analysis and Logic – February 2022
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) –July 2022 & Nov. 2022
Valuation of Conservation Easements and Other Partial Interests in R.E. – June 2022
Introduction to Commercial Appraisal Review – June 2022
Litigation Appraising: Specialized Topics and Applications – October 2022
Complex Valuation – December 2022
Valuation of Partial Acquisitions – March 2023
Valuation of Conservation Easements – June 2023

Professional Qualifications
Derek R. Molen, R/W-AC, SRA, CDEI

Derek R. Molen, R/W-AC, SRA, has been a practicing real estate professional since 2005, working within the field of real property valuation since 2014. He has developed and cultivated a specialization in right-of-way valuation since 2016. Mr. Molen holds both the SRA designation of the Appraisal Institute and the R/W-AC (Right of Way Appraisal Certification) of the International Right of Way Association; he is a Certified PEAK Instructor (International Right of Way Association), and he also holds the Certified Distance Education Instructor (CDEI) credential of the International Distance Education Certification Center. He has experience in the valuation of a wide variety of commercial, industrial, special-purpose, and residential property types for total and partial acquisitions, dispositions, and easement impositions, including before & after valuations and complex damage analyses. Mr. Molen has performed valuations for both public and private entities, municipal authorities, attorneys, lenders, property owners, utility companies, and others. Mr. Molen is currently pre-qualified to perform appraisal and/or appraisal review services for the Pennsylvania Turnpike Commission, Pennsylvania Department of General Services, West Virginia Division of Highways, Delaware Department of Transportation, Maryland State Highway Administration, Tennessee Department of Transportation, and Ohio Department of Transportation.

Relevant Work History

Vista Realty Services, Inc: Pennsylvania and surrounding multi-state region (2022 – current). Vice President. Responsible for business development, contracting/subcontracting, research, development, and review of real estate appraisals, and related tasks for a regional appraisal company.

Pennsylvania Department of Transportation (PennDOT): Harrisburg, Pennsylvania (2019 – 2021). Staff Appraiser. Responsible for research and development of real estate appraisals and related tasks for property acquisitions and dispositions by Pennsylvania Department of Transportation. Provided professional guidance to Office of Chief Counsel, engineers, consultants, administrators, and others involved in the acquisition process.

C.F. Appraisal & Consulting: Carlisle, Pennsylvania (2016 – 2019). Staff Appraiser. Responsible for research and development of real estate appraisals and related tasks for a regional appraisal company. Achieved PA General Appraiser certification effective March 4, 2019.

J & J Appraisals: Enola, Pennsylvania (2015 - 2016). Licensed Appraiser Trainee. Responsible for research and development of residential real estate appraisals and related tasks for a regional appraisal company.

Independent Real Estate Salesperson: Harrisburg, Pennsylvania, and surrounding areas (November 2005 - December 2016). Geographic coverage included all of South-Central Pennsylvania, with a variety of properties sold in 10 regional counties. $50M+ in career sales volume; received numerous awards for sales performance and customer service.

Professional Memberships, Affiliations, Certifications, and Designations

Appraisal Institute – Designated Member, SRA Designation
Candidate for Additional Designations
Completed *Valuation of Conservation Easements* Professional Development Program
Completed *Litigation* Professional Development Program
Education Chair, Appraisal Institute, Keystone Chapter

International Right-of-Way Association – Certified Member
R/W-AC (Right-of-Way Appraisal Certification)
Certified PEAK Instructor
Candidate for SR/WA Designation

International Distance Education Certification Center
Certified Distance Education Instructor (CDEI)

FAA Licensed Remote (Drone) Pilot - Small Unmanned Aircraft System Certificate # 4816254

Current Appraisal Certifications

PA: GA004424	DE: X1-001757	MD: 34635	OH: 2022007934
KY: 282626	GA: 423000	TN: 6352	WV: CG2805

Education

Thomas Edison State University
Bachelor of Science in Business Administration (General Management) – 2018

Litigation Support and Expert Witness Testimony

Mr. Molen has provided expert witness testimony in a bench trial before the Dauphin County Court of Common Pleas. He has consulted with and provided litigation support services to attorneys and legal staff in numerous valuation-related matters.

Publications

Hey! Don't Leave! The "Right Way" to Turn in a Business Downturn

The Appraiser is a Storyteller
Co-Authored with Michael J. Rohm, MAI, CCIM, R/W-AC

Understanding Right-of-Way Appraisals
Webinar presented on behalf of McKissock Education

Specialized Coursework (Partial List)

Real Estate Finance, Statistics, and Valuation Modeling
Residential Site Valuation and Cost Approach
Residential Market Analysis and Highest & Best Use
Residential Sales Comparison and Income Approach
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Market Analysis and Highest & Best Use
General Appraiser Income Approach Part I
General Appraiser Income Approach Part II
General Appraiser Report Writing and Case Studies
Appraising for the AVSO and Other Federal Agencies
Introduction to Expert Witness Testimony for Appraisers
Marcellus Shale: Effects of Energy Resource Operations on Residential Property Value
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
The Basics of Expert Witness for Commercial Appraisers
Complex Properties: The Odd Side of Appraisal
Income Approach Case Studies for Commercial Appraisal
Commercial Land Valuation
Appraising Small Apartment Properties
Appraisal of Owner-Occupied Commercial Properties
Intermediate Income Approach Case Studies for Commercial Appraisers
Residential Appraisal Review and USPAP Compliance
Rural Valuation Basics
Easement Valuation
Complex Litigation Appraisal Case Studies
Litigation Assignments for Residential Appraisers: Doing Expert Work on Atypical Cases
Excel Applications for Valuation
Valuation of Partial Acquisitions
Reviewing Appraisals in Eminent Domain
Valuation of Conservation Easements and Other Partial Interests in Real Estate
Advanced Residential Applications and Case Studies
Advanced Residential Report Writing
Foundations of Federal-Aid Highway Program Appraisals
The Appraiser as an Expert Witness: Preparation and Testimony
Litigation Appraising: Specialized Topics and Applications
Complex Valuation
IRWA PEAK Instructor Development Training
Valuation of Conservation Easements

Restricted Appraisal Report of the Real Property of
David Bruce Romine
723 Hastings Run Road,
Mount Clare, Elk District
Harrison County, West Virginia, 26408
Tax Parcel # 17-11-0428-0001-0000

Client & Intended User:
Harrison County Farmland Protection Board
301 West Main Street
Clarksburg, WV 26301
Phone: (304) 624-8692
Email: harrison@wvfp.org

Harrison County **Farmland Protection**
Part of the WV Farmland Protection System

Effective Date of Value:
September 18, 2023

Prepared by:
Derek R. Molen, R/W-AC, SRA & Tyler R. Satterfield, SRA, R/W-AC
P.O. Box 343
Lawrenceville, PA 16929

November 17, 2023

Harrison County Farmland Protection Board
ATTN: Ms. Mimi Riffle, Administrator
304.940.5550
Mimi.Riffle@mail.wvu.edu

Dear Ms. Riffle:

Per your engagement, we are pleased to submit the attached restricted appraisal report for the market value of the land and surface rights of the subject property before and after the placement of a proposed perpetual conservation easement. The subject is identified in Harrison County, West Virginia, public records as Tax Parcel # 17-11-0428-0001-0000 with a physical address reported as 723 Hastings Run Road, Mount Clare, WV 26408. The acreage indicated in the provided title report is 123.844 acres; this land area has been adopted for the valuation of the subject. The most recently recorded legal description is contained in the deed recorded in Deed Book 1449 Page 531 of Harrison County.

This Letter of Transmittal does not independently constitute an appraisal report. The accompanying restricted appraisal report is intended to be used in whole and not in part.

Derek R. Molen inspected the subject property on September 18, 2023, which establishes the effective date of value for this appraisal assignment. The property inspection was made with the accompaniment of property owner David Bruce Romine. We (Derek R. Molen and Tyler R. Satterfield) have personally developed the analyses and conclusions presented within the body of the report.

The appraisal was developed, and the restricted appraisal report was prepared, in conformance with the Appraisal Standards Board's *Uniform Standards of Professional Appraisal Practice* (Standards Rules 1 & 2). Additional assumptions and limiting conditions are contained within the addenda of the report (Statement of Assumptions and Limiting Conditions).

A hypothetical condition that the subject property has been encumbered by the proposed perpetual conservation easement is employed for the valuation of the subject property in the after condition. The use of this hypothetical condition is necessary for credible analysis and might have affected the assignment results. No extraordinary assumptions or other hypothetical conditions have been employed in this appraisal.

Although this restricted appraisal report is not required or intended to comply with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) 1.2.4, I have utilized the definition of market value found in UASFLA. Accordingly, this appraisal does not link the opinion(s) of value to a specific opinion of exposure time. Per UASFLA, "this [the inclusion of exposure time in the definition of market value] requires a jurisdictional exception to USPAP because, as discussed in Section 4.2.1.2, the federal definition of market value already presumes that the property was exposed on the open market for a reasonable length of time, given the character of the property and its market." Therefore, a jurisdictional exception is invoked accordingly. No other jurisdictional exceptions have been invoked in this appraisal.

In our opinion, the market value of the owner's entire property interest (land value; surface rights only) immediately before the placement of the proposed perpetual conservation easement, and as unaffected thereby, is **$460,000**, and the market value of the property interest (land value; surface rights only) remaining immediately after the encumbrance by, and as affected by the easement, is **$210,000**. Therefore, the value of the proposed perpetual conservation easement is **$250,000**, as of September 18, 2023, which is the effective date of value, based upon our independent appraisal and the exercise of our professional judgment.

We appreciate the opportunity to be of service in this matter. Should you have any questions or comments, or if you require additional information, please feel free to contact us directly.

Warm Regards,

Derek R Molen, R/W-AC, SRA

West Virginia Certified General Real Estate Appraiser

Certification #CG2805

Derek@VistaRSI.com

717.226.4160

Tyler R. Satterfield, SRA, R/W-AC

West Virginia Certified General Real Estate Appraiser

Certification #CG3339

Tyler@VistaRSI.com

570.772.7823

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Executive Summary	
Client:	Harrison County Farmland Protection Board (HCFPB)
Intended Use:	Conservation Easement Value Determination
Intended User:	Harrison County Farmland Protection Board (HCFPB)
Property Rights Appraised	Market Value of Subject Land - Surface Rights Only - Before and After Proposed Perpetual Conservation
Current Owner of Record:	David Bruce Romine
Deed Book / Page:	1449/531
Date of Last Transfer/Price:	June 14, 2010
Property Type/Current Use:	Rural Residential Farm
Property Location:	723 Hastings Run Road, Mount Clare, WV 26408
GPS Coordinates:	39°10'29.2"N 80°18'47.5"W
Harrison County Tax Parcel ID:	17-11-0428-0001-0000
Parcel Size (Acres):	123.844 Acres – Per Title Evidence Report
Zoning:	None
Assessed Value:	$49,180.00
Property Taxes (2023):	$572.46
Flood Hazard Area:	Zone X – Map 54033C0262D & 54033C0266D – Dated 10/2/2012
Site Improvements:	Excluded from valuation – limited scope
Utilities:	None – On-site well and septic required
Effective Date of Valuation:	September 18, 2023
Highest and Best Use (Before Condition):	Residential with ancillary agricultural use
Highest and Best Use (After Condition):	Residential with ancillary agricultural use – Subject to limitations imposed by the conservation easement
Indications of Value – Before Condition:	
• Cost Approach:	Not developed
• Income Approach:	Not developed
• Sales Comparison Approach:	$460,000
Indications of Value – After Condition:	
• Cost Approach:	Not developed
• Income Approach:	Not developed
• Sales Comparison Approach:	$210,000
Indication of Conservation Easement Value: **$250,000** **Two Hundred Fifty Thousand Dollars**	

Subject Photographs

County: Harrison
Property of: David Bruce Romine
Taken By: Derek R. Molen, R/W-AC, SRA
Date Taken: September 18, 2023






ON THE RUN FARM
West Virginia
CENTURY
FARM


Sep 18, 2023 13:24:07
39.17544645N 80.31242705W
240° SW


Sep 18, 2023 13:26:19
39.17515468N 80.31146106W
213° SW


Sep 18, 2023 14:26:44
39.17485143N 80.31336616W
205° SW

Description of Scope of Work

Client

Harrison County Farmland Protection Board (HCFPB)

Intended Users

The restricted appraisal report will be used by HCFPB. This report is intended for the exclusive use of HCFPB.

Intended Use

Intended use will be for HCFPB consideration in determining the price of the property entering into an HCFPB Easement. Due to the limitations of the "restricted appraisal report" option prescribed in Uniform Standards of Professional Appraisal Practice (USPAP) Standards Rule 2-2(b) and requested by the client, this restricted appraisal report may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

Type and Definition of Value

As previously noted, this restricted appraisal report is not required or intended to comply with the *Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).* However, the definition of market value included in UASFLA Section 1.2.4. has been concluded to be the most relevant and applicable value definition, and it has therefore been utilized in the development of this appraisal.

The Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) defines "market value" as follows:

> "Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property."
>
> *Source of Definition of Market Value: Interagency Land Conference, Uniform Appraisal Standards for Federal Land Acquisitions 1.2.4., 2016 (6th Edition)*

Effective Date

The effective date of value is September 18, 2023, which is the date on which the subject was inspected.

Assignment Conditions

Hypothetical Condition(s) and/or Extraordinary Assumption(s): A hypothetical condition that the subject property has been encumbered by the proposed perpetual conservation easement is employed for the valuation of the subject property in the after condition. The use of this hypothetical condition is necessary for credible analysis and might have affected the assignment results. No extraordinary assumptions or other hypothetical conditions have been employed in this appraisal.

Jurisdictional Exception(s): Although this restricted appraisal report is not required or intended to comply with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) 1.2.4, I have utilized the definition of market value found in UASFLA. Accordingly, this appraisal does not link the opinion(s) of value to a specific opinion of exposure time. Per UASFLA, "this [the inclusion of exposure time in the definition of market value] requires a jurisdictional exception to USPAP because, as discussed in Section 4.2.1.2, the federal definition of market value already presumes that the property was exposed on the open market for a reasonable length of time, given the character of the property and its market." Therefore, a jurisdictional exception is invoked accordingly. No other jurisdictional exceptions have been invoked in this appraisal.

Additional Scope of Work Items Considered

Purpose of Appraisal: The purpose of this appraisal assignment is to estimate the market value of the surface rights before and after the encumbrance of a proposed perpetual conservation easement, **as of the 18th day of September 2023**, which is the effective date of value.

Data Research and Analysis: Data for this appraisal was gathered in consultation with local Multi-List Service (NCWV MLS), agents/brokers, appraisers, and other market participants (buyers and sellers), and through research of available online and/or public records. Market research focused on vacant land sales containing more than 30 acres in Harrison, adjacent, and surrounding counties, with primary focus on properties larger than 50 acres deemed most like the subject regarding characteristics relevant to valuation. The geographic search area was expanded to identify sales relevant to the after-condition valuation due to a lack of sales of properties encumbered by conservation easements, and additional sales of improved conservation easement-encumbered properties were considered. Sales were researched for an approximate five-year period (2018 to Present) preceding the effective date of value. All data utilized in the appraisal was confirmed via county Recorder of Deeds, Tax Assessment, and/or with a party familiar with the transaction.

Through the process of collecting sales data, it became apparent that there is a lack of sales of properties encumbered with conservation easements. Market research indicated that conservation easement-encumbered properties often remain within families for generations. However, two properties that sold with conservation easements in place have been identified and considered in the after-condition valuation. Along with these two conservation easement-encumbered sales, we have conducted extensive market research of properties with physical, legal, and/or economic impediments, agent interviews, grouped data analysis, and review of historical easement acquisition data from throughout the state to derive a final indication of after value for the subject.

Approaches Developed: Only the sales comparison approach has been developed in the valuation contained herein. The cost approach was considered, but it was not developed because the scope of this appraisal assignment is limited to the valuation of the subject land; therefore, the cost approach bears little to no relevance to the current appraisal problem. The income approach has been considered, but it has not been developed because it is not reflective of typical buyer and seller considerations for properties like the subject; in other words, anticipated rental revenue would not be a significant influence on the price commanded by properties like the subject. Therefore, the development of the income approach would not be likely to produce reliable results, and it has therefore not been developed.

Property Inspection: Derek R. Molen, R/W-AC, SRA, made a physical inspection of the property appraised and the property owner, or their designated representative, was given the opportunity to accompany the appraiser on the property inspection. The property owner (David Romine) met with the appraiser on-site on September 18, 2023, at which time Mr. Romine accompanied the appraiser on an ATV/UTV driving tour of the property. With this, representative portions of the parcel were viewed and photographed from an ATV/UTV.

Factual Data

Legal Description

Harrison County identifies the property as Tax Parcel # 17-11-0428-0001-0000, with the Legal Description recorded in Deed Book 1449 starting on Page 531. The legal description taken from the Title Evidence Report is below:

PARCEL NO. ONE: Beginning at a poplar corner of said Romine's other lands, thence by the same S. 42° East 124 poles to a hickory and ash, thence by residue of tract N. 30° East 82 poles to a red oak, N. 45° West 106 poles to a black oak sapling, S. 37° West 69 poles to a poplar S. 72° West 13 poles to a poplar, the place of beginning, containing 51 acres, more or less.

PARCEL NO. TWO: Beginning at a poplar near the road, corner to Jacob Wolf, and running thence S. 42° East 130 poles to a white oak, S. 47° West 144 poles to a sugar tree, Abraham Batton's corner N. 7° West 104 poles to a sugar tree near William Batton's Sugar Camp, N. 14° East 99 poles crossing the right hand fork of Hastings Run to the place of beginning, containing 80 acres.

Additionally, the Legal Description of the property states: "*there is excepted and reserved…tracts or parcels or land:*

(1) Lot Number One, containing 2.00 acres, more or less, conveyed to Adaline M. Sandy and John H. Sandy by deed dated the 19th day of November 1985, recorded in the aforesaid Clerk's office in Deed Book 1155 at page 1102.

(2) Lot Number Two, containing 5.00 acres, more or less, conveyed to Donna J. Baker by deed dated the 19th day of November 1985, recorded in the aforesaid Clerk's office in Deed Book 1155 at page 1105.

There is further excepted and reserved 0.156 acre conveyed to George W. Sandy and Donna L. Sandy by deed dated July 8, 1986, recorded in the aforesaid Clerk's Office in Deed Book 1163 at page 596.

Given the total acreage of 131 acres and the reservations that have been recorded, the subject contains 123.844 acres (51 ac + 80 ac – 2 ac – 5 ac – 0.156 ac), which is slightly inconsistent with public records of Harrison County, which report the subject as 122.840 acres Deeded and 99.59 acres calculated. However, the site size of 123.844 acres as calculated from the Title Evidence Report (Legal Description) provided has been adopted for the purposes of valuation.

Area, City, and Neighborhood Data

The subject is located in Harrison County, West Viginia, which has a reported population of 65,921 as of the most recent Census (April 1, 2020). The reported 2020 population shows a decline of roughly 4.5% since the 2010 Census. Despite the decline in population, Harrison County enjoys a median household income ($54,124) approximately 6.3% higher than the West Virginia statewide figure of $50,884. Moreover, the unemployment rate for Harrison County has remained below 5% since March of 2022 and appears to be trending downward overall (with seasonal fluctuations noted). Given the economic indicators for Harrison County, it appears to have adequate employment.

The median sale price of homes in Harrison County from January 2018 through September 2023 has increased 65%; fluctuations in monthly sales and inventory figures are noted within the data set. Supply (months of inventory) declined from 5.0 in January 2018 to a low of 1.3 in February 2022. However, recent market conditions indicate increased inventory; the reported inventory as of September 2023 was 3.0 months. This suggests a return to more stable market conditions from a period of low inventory and high demand spurred partially by historically low mortgage interest rates, which have also shown increases over the same period.

The subject area features linkage and accessibility to I-79 which allows for movement north to Clarksburg/Bridgeport, WV, and south to Charleston, WV. Corridor H is also located south of the subject, which allows for easterly travel in the direction of Winchester, VA.

Conclusions as to Significant Trends

The area, city, and neighborhood possess notable attributes that appeal to buyers. West Virginia also offers a wide range of activities that attract tourists to the area such as hunting, rafting, hiking, biking, fishing, and other outdoor activities that would attract a buyer to the area of the subject.

Property Data

Site

The subject site is irregular in shape, but generally rectangular overall, with varying terrain and ground covering. The terrain contains portions that are sloping, rolling, steep, and some that are relatively flat. The property features areas of woods, fields, and pasture. A vast majority of the site is cleared as fields and pastures, while a small portion is tree covered. The proposed conservation easement deed stipulates that a Forest Management Plan is required if contiguous forest areas exceed 40 acres or 20%; the subject falls below these and would not require a Forest Management Plan. The site is composed of 123.844 acres that is bifurcated by Hastings Run Road in Elk District, which provides access to the subject.

There are several outbuildings on-site, but these have been excluded from the valuation of the subject due to the scope of the assignment.

The subject is not serviced by public water or sewer; other utilities are offered through providers in the area such as electric, phone and internet.

According to the West Virginia Department of Environmental Protection, the subject has a few gas wells are located on neighboring properties, but do not disclose any gas wells upon the subject. The most recent permit for a well to be drilled on the neighboring properties was issued in 1989. Some wells are noted to be utilized as storage or have been abandoned - no longer in production. Given the lack of current permits, the drill date of existing walls (1910 – 1980's), and the use of old wells as storage indicates a lack of demand for new gas wells. Gas wells that have been abandoned and utilized as storage appear to be typical for the area and neighborhood, giving no indication of a negative market reaction. Moreover, agent interviews strongly suggested that there is little to no demand for oil, gas, and mineral rights in the area. With this, ownership of subsurface rights does not appear to enhance the value of properties like the subject.

Improvements

The scope of assignment is limited to land valuation (surface rights only). Therefore, all vertical improvements and/or site improvements are excluded from the valuation.

Use History

The subject has been utilized as farmland for many years (20+). There have been partial transfers in the past 40 years, detailed within the Sales History.

Sales History

The current deed discloses a transfer that occurred on June 14, 2010, from Albert T. Romine and Carolyn Mae Romine to David Bruce Romine. The Deed indicates the transfer was from parents to their son, a non-arm's length transfer. Given the time since this sale and the nature of transfer, the most recent sale of the subject property is not relevant to the current valuation.

Public records indicate a transfer of rights held by the Life Estate Tenants (Albert T. & Carolyn May Romine) to the Albert and Carolyn Romine Irrevocable Trust on November 11, 2015, recorded in Deed Book 1566 Page 484 which is appended to this report.

The Title Evidence Report indicates there have been three "*excepted and reserved… Lots*" recorded of the subject. Below is a summary taken from the Preliminary Title Opinion Letter:

> (1) Lot Number One, containing 2.00 acres, more or less, conveyed to Adaline M. Sandy and John H. Sandy by deed dated the 19th day of November 1985, recorded in the aforesaid Clerk's office in Deed Book 1155 at page 1102.
>
> (2) Lot Number Two, containing 5.00 acres, more or less, conveyed to Donna J. Baker by deed dated the 19th day of November 1985, recorded in the aforesaid Clerk's office in Deed Book 1155 at page 1105.
>
> There is further excepted and reserved 0.156 acre conveyed to George W. Sandy and Donna L. Sandy by deed dated July 8, 1986, recorded in the aforesaid Clerk's Office in Deed Book 1163 at page 596.

The subject is not known to be advertised for sale or rent as of the effective date; however, the owner (David Bruce Romine - Remainderman) has reportedly approached the Harrison County Farmland Preservation Board regarding the potential sale of a Conservation Easement to be placed on the property. The appraisers are not aware of any details surrounding the negotiations and/or offers regarding this potential partial sale (perpetual conservation easement encumbrance).

Rental History

No rental history was disclosed to the appraisers.

Assessed Value and Annual Tax Load

The assessment of the subject is inclusive of site improvements (outbuildings). Harrison County reports the subject as Class II for taxation in an Outside District – Elk; below is a summary of the 2023 assessment for the subject.

Item	Reported Appraised Value	Assessed Amount	Millage	Tax Liability
Land	$48,000.00	$27,720.00	1.164%	$322.66
Land O&G		$6,640.00	1.164%	$77.29
Building	$25,000.00	$14,820.00	1.164%	$172.50
Total	$73,000.00	$49,180.00		$572.46

The assessment includes a line item of personal property, Class III (personal property) for oil and gas of the subject. The assessment amount of $6,640 has been included in the calculation of yearly tax liability for the subject due to the oil and gas being a right of the fee simple ownership of the subject; the inclusion captures the full liability of real estate taxes arising from the real property.

Zoning and Other Land Use Regulations

The subject is not governed by a local zoning ordinance; Harrison County has not adopted a zoning ordinance.

Data Analysis and Conclusions

Highest and Best Use – Before Condition (Unencumbered)

Within the market area of the subject, there is demand for large-tract single-unit residential dwellings with ancillary agricultural buildings to be utilized as a hobby or production farm. The subject features appeal to a buyer in the market to construct a single-unit residential dwelling on a large tract of land. Moreover, the subject features the potential for further subdivision to allow for more single-unit residential dwellings to be constructed. While there appears to be little immediate market demand for any significant subdivision of the subject, the unrestricted potential allows for greater flexibility and would have an upward influence on its marketability and value in comparison to properties encumbered with development restrictions. Therefore, the highest and best use of the subject (vacant land) is to construct a single-unit residential dwelling that conforms to market standards and expectations, with ancillary agricultural buildings to support a hobby farming/agricultural operation and the potential for additional future out-sales. The timing of the use would be after construction of the improvements. The most probable buyer would be an owner-occupant.

Highest and Best Use – After Condition (As Encumbered)

In the after condition, the subject is appraised under the hypothetical condition that it is encumbered with a conservation easement that limits potential future development of the site. Terms, Conditions, and Restrictions of the proposed perpetual conservation easement are contained within the addendum of this report. The conservation easement limits development potential and use of the property. With this, the highest and best use of the subject as though vacant and encumbered by the proposed perpetual conservation easement is for the construction of a single-unit residential dwelling that conforms to the neighborhood and market standards with ancillary agricultural and/or recreational use*. There appears to be no immediate or significant demand for other uses permitted within the conservation easement area. The timing of the use would be after construction and the most probable user is an owner-occupant.

The highest and best use as improved and encumbered by the proposed perpetual conservation easement is the continued use as a single-unit residential dwelling with ancillary agricultural uses, such as a hobby farm. The existing residential improvements are to be within a two-acre building lot, surrounded by property encumbered by a perpetual conservation easement. The timing of the use would be immediate as there are no conversions or renovations needed for immediate occupancy. The most probable occupant is an owner.

*Per information provided by the property owner and the client, the client intends to reserve a 4-acre building lot within the proposed perpetual conservation easement area. We have valued the property accordingly in the after condition.

Sales Comparison Approach – Before Condition

The valuation process for the subject property involved conducting a comprehensive analysis of comparable land sales in Harrison County and surrounding counties, with a primary focus on properties containing over 50 acres that have transferred within the past five years. Due to the limited availability of relevant sales within the vicinity of the subject during this period, additional data was gathered from surrounding areas.

This comprehensive approach to selecting and analyzing comparable land sales enables us to derive an indication of value for the subject property. Four sales were utilized for direct comparison to conclude an indication of value for the subject. The comparable sales are arranged in ascending order of acreage below:

LAND SALES ANALYSIS GRID - BEFORE CONDITION					
SALE NUMBER	**SUBJECT**	**SALE #1**	**SALE #2**	**SALE #3**	**SALE #4**
DATE OF TRANSFER/EFFECTIVE DATE	9/18/2023	June 2022	June 2022	August 2022	November 2021
SALE PRICE (CONSIDERATION)	N/A	$165,000	$300,000	$450,000	$525,000
UNIT PRICE (UNADJUSTED)	N/A	$4,755	$4,412	$4,454	$2,901
SITE SIZE (ACRES)	123.844	34.70	68.00	101.04	181.00
ADJUSTMENTS					
Property Rights Conveyed or Appraised		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjusted Unit Price		$4,755	$4,412	$4,454	$2,901
Financing Terms		Cash Equiv.	Cash Equiv.	Cash Equiv.	Cash Equiv.
Adjusted Unit Price		$4,755	$4,412	$4,454	$2,901
Conditions of Sale (Motivation)		Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjusted Unit Price		$4,755	$4,412	$4,454	$2,901
Expenditures Made Immediately After Purchase		None	None	None	None
Adjusted Unit Price		$4,755	$4,412	$4,454	$2,901
Market Conditions (Time)		4.00%	4.00%	3.50%	5.75%
Adjusted Unit Price		$4,945	$4,588	$4,610	$3,067
UNIT PRICE (ADJUSTED)		**$4,945**	**$4,588**	**$4,610**	**$3,067**
Location		0.0%	0.0%	-10.0%	0.0%
Physical Characteristics		0.0%	0.0%	5.0%	10.0%
Economic Characteristics		0.0%	0.0%	0.0%	0.0%
Legal Characteristics		0.0%	0.0%	0.0%	0.0%
Site Size (Acres)	123.844	-25.0%	-20.0%	0.0%	10.0%
Non-realty Components of Value		0.0%	0.0%	0.0%	0.0%
NET ADJUSTMENTS %		**-25.0%**	**-20.0%**	**-5.0%**	**20.0%**
GROSS ADJUSTMENTS %		**25.0%**	**20.0%**	**15.0%**	**20.0%**
ADJUSTED UNIT RATE		**$3,709**	**$3,671**	**$4,379**	**$3,681**

The four comparable sales range in acreage from 34.70 acres to 181 acres with an unadjusted sale price per acre (the selected unit of comparison) ranging from $2,901 to $4,755. The four comparable sales bracket the subject site size - i.e., some are smaller, and some are larger. The smallest of the four sales, Sale #1, reflects the highest sale price per acre ($4,755) while the largest of the four sales, Sale #4 reflects the lowest sale price per acre ($2,901), roughly a 65% range. This strongly suggests that sale prices are influenced by economies of scale, i.e., smaller properties tend to command higher unit rates, and vice versa, all else equal. The adjusted price per acre ranges from a low of $3,671 to a high of $4,379, a fairly narrowed range (~20%) after application of quantitative adjustments.

Transactional items such as property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, and market conditions have been considered and adjusted when applicable. Each of the sales has been verified with an agent in the transaction for these items, to conclude that the only element among these that warrants an adjustment is market conditions.

A location adjustment is warranted for Sale #3 for being located in a superior location with access to public water. An adjustment for physical characteristic differences is applied to Sale #3 for being more wooded than the subject and Sale #4 is adjusted for the inferior frontage / accessibility. Sales #1, #2, and #4 warrant an adjustment for differences in site size to reflect economies of scale. No other adjustments are warranted or applied to the comparable sales. The adjustments have been derived using grouped data, paired sales, and conclusions drawn from agent interviews.

Conclusion of Value Opinion from the Sales Comparison Approach

For an indication of value for the subject in the before condition, consideration was given to each of the adjustment unit rates derived from each of the sales. However, primary emphasis was provided to Sales #1, #2, and #4 as their adjusted unit rate cluster tightly, within 5%. As a test of reasonableness of the value indication, consideration was given to the mean ($3,822) and median ($3,690) of the adjusted unit rate.

In view of the preceding analysis, the indication of value for the subject is **$3,700 per acre** or **$458,223**, which is rounded to **$460,000**. This best reflects typical market behaviors because the majority of land purchases observed exhibited rounding to the nearest $5,000 or $10,000 increment.

Indication of Land Value by Sales Comparison Approach:

$460,000

Four Hundred Sixty Thousand Dollars

Subdivision Development Method (Land Valuation)

The subdivision development method has been considered but not utilized to derive an indication of value. Within the area of the subject, there is no indication of demand for subdivision that would warrant development of this methodology. Moreover, the most likely buyer would not consider its value from this perspective. Therefore, this approach is not applicable.

Reconciliation and Final Opinion of Market Value – Before Condition

Only the sales comparison approach has been developed. The subject is vacant land, deeming the cost approach unnecessary to produce credible results, and it has therefore not been developed. The income approach has been considered, but it has not been developed because it is not reflective of typical buyer and seller considerations for properties like the subject; in other words, anticipated rental revenue would not be a significant influence on the price commanded by properties like the subject. Therefore, the income approach has not been developed. The sales comparison approach contained sufficient quantity and quality of available data, and the approach was developed using accepted appraisal methodology. While some challenges were encountered in the development of the sales comparison approach, we believe that the entirety of the analysis leads to a credible conclusion.

The overall value of the subject property has therefore been reconciled to:

Final Indication of Market Value (Land Only, Surface Rights)

Before Condition (Unencumbered):

$460,000

Four Hundred Sixty Thousand Dollars

Effects of Conservation Easement

The scope of the assignment requires an analysis of the subject property (land value; surface rights only) as of the effective date to develop opinions of market value before and after the proposed encumbrance with a perpetual conservation easement to be held by Harrison County Farmland Protection Board.

As stated previously in the Highest and Best Use Analysis of the subject as encumbered (after condition):

> In the after condition, the subject is appraised under the hypothetical condition that it is encumbered with a conservation easement that limits potential future development of the site. Terms, Conditions, and Restrictions of the proposed perpetual conservation easement are contained within the addendum of this report. The conservation easement limits development potential and use of the property. With this, the highest and best use of the subject as though vacant and encumbered by the proposed perpetual conservation easement is for the construction of a single-unit residential dwelling that conforms to the neighborhood and market standards with ancillary agricultural and/or recreational use*.
>
> *Per information provided by the property owner and the client, the client intends to reserve a 4-acre building lot within the proposed perpetual conservation easement area. We have valued the property accordingly in the after condition.

With this, an analysis of the subject as encumbered has taken into consideration properties that are encumbered with similar restrictions, the discount properties receive when transferred without certain contributory property rights, agent interviews, and acquisitions of the same type of easement statewide to derive an indication of value for the subject as though encumbered with the proposed perpetual conservation easement.

There are no other anticipated physical changes to the subject from the "*Before*" condition to the "*After*" condition.

Sales Comparison Approach – After Condition

The valuation process for the subject property involved conducting a comprehensive analysis of comparable land sales in Harrison and surrounding Counties, with a primary focus on properties located in or near the subject that transferred over the past five years. Due to the limited availability of relevant sales within the vicinity of the subject during this period, additional data was gathered from surrounding areas.

This comprehensive approach to selecting and analyzing comparable land sales enables us to derive an indication of value for the subject property. Six sales were utilized for direct comparison to conclude an indication of value for the subject. The comparable sales selected are arranged in grid format below:

LAND SALES ANALYSIS GRID - AFTER CONDITION				
SALE NUMBER	**SUBJECT**	**SALE #1**	**SALE #2**	**SALE #3**
DATE OF TRANSFER/EFFECTIVE DATE	9/18/2023	June 2022	June 2022	August 2022
SALE PRICE (CONSIDERATION)	N/A	$165,000	$300,000	$450,000
UNIT PRICE (UNADJUSTED)	N/A	$4,755	$4,412	$4,454
SITE SIZE (ACRES)	123.844	34.70	68.00	101.04
ADJUSTMENTS				
Property Rights Conveyed or Appraised		Fee Simple	Fee Simple	Fee Simple
Adjusted Unit Price		$4,755	$4,412	$4,454
Financing Terms		Cash Equiv.	Cash Equiv.	Cash Equiv.
Adjusted Unit Price		$4,755	$4,412	$4,454
Conditions of Sale (Motivation)		Arm's Length	Arm's Length	Arm's Length
Adjusted Unit Price		$4,755	$4,412	$4,454
Expenditures Made Immediately After Purchase		None	None	None
Adjusted Unit Price		$4,755	$4,412	$4,454
Market Conditions (Time)		4.00%	4.00%	3.50%
Adjusted Unit Price		$4,945	$4,588	$4,610
UNIT PRICE (ADJUSTED)		**$4,945**	**$4,588**	**$4,610**
Location		0.0%	0.0%	-10.0%
Physical Characteristics		0.0%	0.0%	5.0%
Economic Characteristics		0.0%	0.0%	0.0%
Legal Characteristics		-45.0%	-45.0%	-45.0%
Site Size (Acres)	123.844	-25.0%	-20.0%	0.0%
Non-realty Components of Value		0.0%	0.0%	0.0%
NET ADJUSTMENTS		**-70.0%**	**-65.0%**	**-50.0%**
GROSS ADJUSTMENTS		**70.0%**	**65.0%**	**60.0%**
ADJUSTED UNIT RATE		**$1,484**	**$1,606**	**$2,305**
INDICATED VALUE OF SUBJECT LAND		**$183,732**	**$198,879**	**$285,433**

LAND SALES ANALYSIS GRID - AFTER CONDITION				
SALE NUMBER	**SUBJECT**	**SALE #4**	**SALE #5**	**SALE #6**
DATE OF TRANSFER/EFFECTIVE DATE	9/18/2023	November 2021	August 2022	November 2019
SALE PRICE (CONSIDERATION)	N/A	$525,000	$400,000	$260,000
UNIT PRICE (UNADJUSTED)	N/A	$2,901	$2,597	$2,803
SITE SIZE (ACRES)	123.844	181.00	154.04	92.75
ADJUSTMENTS				
Property Rights Conveyed or Appraised		Fee Simple	Fee Simple	Fee Simple
Adjusted Unit Price		$2,901	$2,597	$2,803
Financing Terms		Cash Equiv.	Cash Equiv.	Cash Equiv.
Adjusted Unit Price		$2,901	$2,597	$2,803
Conditions of Sale (Motivation)		Arm's Length	Arm's Length	Arm's Length
Adjusted Unit Price		$2,901	$2,597	$2,803
Expenditures Made Immediately After Purchase		None	None	None
Adjusted Unit Price		$2,901	$2,597	$2,803
Market Conditions (Time)		5.75%	3.50%	12.00%
Adjusted Unit Price		$3,067	$2,688	$3,140
UNIT PRICE (ADJUSTED)		**$3,067**	**$2,688**	**$3,140**
Location		0.0%	0.0%	0.0%
Physical Characteristics		10.0%	-45.0%	-35.0%
Economic Characteristics		0.0%	0.0%	0.0%
Legal Characteristics		-45.0%	0.0%	0.0%
Site Size (Acres)	123.844	10.0%	5.0%	-5.0%
Non-realty Components of Value		0.0%	0.0%	0.0%
NET ADJUSTMENTS		**-25.0%**	**-40.0%**	**-40.0%**
GROSS ADJUSTMENTS		**65.0%**	**50.0%**	**40.0%**
ADJUSTED UNIT RATE		**$2,301**	**$1,613**	**$1,884**

The six comparable sales range in acreage from 34.70 acres to 181 acres with an unadjusted sale price per acre (unit of comparison) ranging from $2,597 to $4,755. The six comparable sales bracket the subject site size - i.e., some are smaller, and some are larger. The smallest of the four sales - Sale #1 - reflects the highest sale price per acre ($4,755), while Sales #5 and #6 reflect the lowest unadjusted unit rate due to being encumbered by conservation easements. The adjusted price per acre ranges from a low of $1,484 to a high of $2,305, a narrowed range after application of quantitative adjustments.

Transactional items such as property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, and market conditions have been considered and adjusted when applicable. The only element among these that warrants an adjustment is market conditions.

A location adjustment is warranted for Sale #3 for being located in a superior location with access to public water. An adjustment for physical characteristic differences is applied to Sale #3 for being more wooded than the subject and Sale #4 for the inferior frontage / accessibility. Sales #5 and #6 each feature vertical improvements and warrant downward adjustments to extract the improvements and isolate the underlying land value.

Comparable Sales #1, #2, #3, and #4 warrant an adjustment for superior legal characteristics; these sales are not encumbered or have severed rights that would affect value similar to the perpetual conservation easement proposed for the subject. Given the lack of market sales of properties encumbered by a conservation easement, sales of properties with other encumbrances and/or impediments have been analyzed. The comparison involved properties that are encumbered/impaired and/or transferred without their full bundle of rights contrasted to properties that sold with their full bundle of rights. From this analysis, we can conclude an appropriate discount reflecting the difference in these sets of properties. The analysis indicated a discount of 32% for properties encumbered/impaired or sold with restricted ownership rights. Also, agent interviews were conducted regarding properties they had sold as listing agents that were encumbered by a conservation easement. Concluded from the agent interviews, properties encumbered by a conservation easement would result in a discount of 25% - 50% of the before-condition value. During an agent interview, the agent provided a specific property example that was discounted $1,000 per acre due to the conservation easement, which equated to a 33% discount. Overall, our analysis suggests a range of percentage value diminution of roughly 25 – 50% for impaired/encumbered properties in comparison to otherwise similar properties without such impediments. We have reconciled these indications and applied a downward adjustment of 45% to Sales #1, #2, #3, and #4 for superior legal characteristics.

A site size adjustment is warranted for Sales #1, #2, #4, #5, and #6 for differences in site size to reflect economies of scale. No other adjustments are warranted or applied for the comparable sales.

Conclusion of Value Opinion from the Sales Comparison Approach

For an indication of value for the subject in the after condition most emphasis was given to Sales #5 and #6. Sale #5 is one of the most recent transfers, most similar in size to the subject, and encumbered by a conservation easement. Sale #6 was also encumbered by a conservation easement and provides a relatively similar adjusted unit rate indication. Moreover, the reconciled unit value for the subject falls within 10% of the mean ($1,865) and roughly 3% below the median ($1,748).

In view of the preceding analysis, the indication of value for the subject is **$1,700 per acre** or **$210,535**, which is rounded to **$210,000**. This best reflects typical market behaviors because the majority of land purchases observed exhibited rounding to the nearest $5,000 or $10,000 increment.

Indication of Land Value by Sales Comparison Approach After:

$210,000

Two Hundred Ten Thousand Dollars

Subdivision Development Method (Land Valuation) – After Condition

The subdivision development method has been considered but not utilized to derive an indication of value. In the after condition, the subject is appraised under the hypothetical condition that it is encumbered by a conservation easement that limits its use and development potential. Therefore, this approach is not applicable.

Reconciliation and Final Opinion of Market Value – After Condition

Only the sales comparison approach has been developed. The subject is appraised as vacant land (surface rights only), deeming the cost approach unnecessary to produce credible results, and it has therefore not been developed. The income approach has also been considered, but it has not been developed because it is not reflective of typical buyer and seller considerations for properties like the subject; in other words, anticipated rental revenue would not be a significant influence on the price commanded by properties like the subject. Therefore, the income approach has not been developed. The sales comparison approach contained sufficient quantity and quality of available data, and the approach was developed using accepted appraisal methodology. While some challenges were encountered in the development of the sales comparison approach, we believe that the entirety of the analysis leads to a credible conclusion.

The overall value of the subject property (land value/surface rights only) has therefore been reconciled to:

Final Indication of Market Value (Land Only, Surface Rights)

After Condition (As Encumbered):

$210,000

Recapitulation

Indicated Value Before:	$460,000
Indicated Value After:	$210,000
Difference (Indicated Value of Conservation Easement):	**$250,000**

Appraisers' Certification

We, Derek R Molen, R/W-AC, SRA, and Tyler R. Satterfield, SRA, R/W-AC, certify that, to the best of our knowledge and belief:

- the statements of fact contained in this report are true and correct;
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions;
- we have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
- we have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment;
- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- our engagement in this assignment was not contingent upon developing or reporting predetermined results;
- our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;
- our analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP);
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;
- as of the date of this report, we have completed the continuing education program for Designated Members of the Appraisal Institute;
- as of the date of this report, we have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute;
- no one provided significant appraisal, appraisal review, or appraisal consulting assistance to the appraiser signing this certification;
- the appraisal was developed, and the restricted appraisal report was prepared, in conformance with the Appraisal Standards Board's *Uniform Standards of Professional Appraisal Practice* and complies with USPAP's Jurisdictional Exception Rule;
- the appraiser has made a physical inspection of the property appraised and the property owner, or their designated representative, was given the opportunity to accompany the appraiser on the property inspection. The property owner spoke with the appraiser in person on September 18, 2023, at which time he accompanied the appraiser on the site inspection of the property.

In our opinion, the market value of the owner's entire property interest (surface rights only) immediately before the placement of the proposed perpetual conservation easement, and as unaffected thereby, is **$460,000**, and the market value of the property interest (surface rights only) remaining immediately after the encumbrance by, and as affected by the easement, is **$210,000**. Therefore, the value of the proposed perpetual conservation easement is **$250,000**, as of September 18, 2023, which is the effective date of value, based upon our independent appraisal and the exercise of our professional judgment.



Derek R Molen, R/W-AC, SRA

West Virginia Certified General Real Estate Appraiser

Certification #CG2805

Date of Signature: November 17, 2023



Tyler R. Satterfield, SRA, R/W-AC

West Virginia Certified General Real Estate Appraiser

Certification #CG3339

Date of Signature: November 17, 2023

Exhibits and Addenda

Statement of Assumptions and Limiting Conditions

This appraisal is subject to the following assumptions and limiting conditions:

The client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this restricted appraisal report from the client does not consequently become a party to the appraiser-client relationship. Any person who receives a copy of this restricted appraisal report because of disclosure requirements that apply to an appraiser's client does not become an intended user of this report unless the client specifically identified them at the time of the assignment.

This appraisal is to be used only for the purpose and intended use stated herein.

The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title, and the appraisers do not render any opinion as to title, which is assumed to be good and marketable.

Maps and images in the report are considered representations of the general configuration of the property and are included only to assist the reader in visualizing the subject's surface ownership. The appraisers have made no survey of the property to ascertain whether the site size measurements provided by the client are equal to or different from what a formal survey may prove.

The appraisers do not warrant the accuracy of any legal descriptions.

It is assumed the property is in full compliance with all applicable Federal, State, and Local environmental regulations and laws, unless noncompliance is stated, defined, and considered in the restricted appraisal report.

The appraisers are not required to give testimony or appear in court because of completing this appraisal assignment unless arrangements have been made previously.

While the distribution of this restricted appraisal report in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part. This restricted appraisal report may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

Within the process of exercising due diligence, the appraisers have requested, reviewed, and considered information provided by the property owner and client, and the appraisers have considered any such information provided in the development and reporting of this appraisal. This assumes there are no hidden or unapparent conditions of the property, subsoil, or structures that would affect the value conclusions. The appraisers assume no responsibility for engineering that might be required to discover such factors.

It is assumed no hazardous materials or products banned by the federal, state, or local safety commissions have been situated on the premises. No environmental impact studies were requested or made in conjunction with this appraisal, and the appraisers hereby reserve the right to alter, amend, rescind, or revise any of the value opinions based on subsequent environmental impact studies, research, or investigation.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitations asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyl, petroleum, leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraiser nor did the appraiser become aware of such during the inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no hazardous substances exist on or in the property or in such proximity thereto, which could cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.

Although this restricted appraisal report is not required or intended to comply with the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) 1.2.4, I have utilized the definition of market value found in UASFLA. Accordingly, this appraisal does not link the opinion(s) of value to a specific opinion of exposure time. Per UASFLA, "this [the inclusion of exposure time in the definition of market value] requires a jurisdictional exception to USPAP because, as discussed in Section 4.2.1.2, the federal definition of market value already presumes that the property was exposed on the open market for a reasonable length of time, given the character of the property and its market." Therefore, a jurisdictional exception is invoked accordingly. No other jurisdictional exceptions have been invoked in this appraisal.

Information, estimates, and opinions furnished to the appraisers and contained in the report or in the appraisers' workfile were obtained from public and/or private sources considered to be reliable and believed to be true and correct. The appraisers assume no responsibility for the accuracy of such items.

Disclosure of the contents of this report is governed by USPAP, applicable law, and/or the bylaws and regulations of the professional organizations with which the appraisers are affiliated.

Acceptance of this report by the client in its final form constitutes acceptance of all assumptions and limiting conditions contained within the report; the final stage becomes a binding bilateral agreement. The liability of the appraisers is limited and confined to the professional fee received for this assignment by mutual client-appraiser agreement.

No specific legal instructions have been provided to the appraisers by the client or any other party.

A title report was provided by the client and is appended to this report.

There are no known liens, easements, or encumbrances, other than disclosed above, that would affect the value conclusions contained herein, and it is assumed that none exist.

The appraisers have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of the examination and data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraisers' observations and reporting of the subject property are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound, and all components are in working condition.

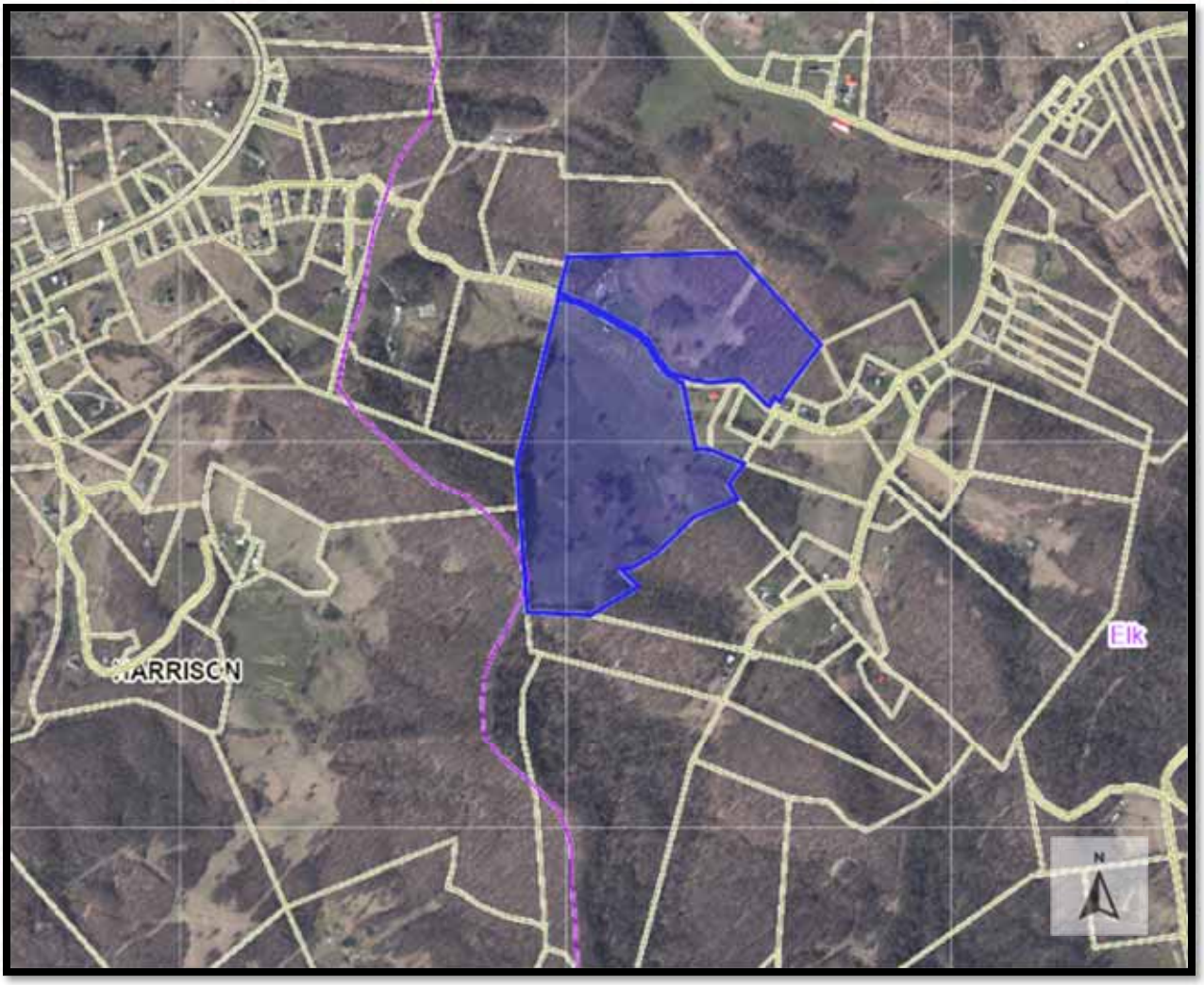
The appraiser will not disclose the contents of this restricted appraisal report except as provided for in the standards and ethical rules under which this appraisal was developed and reported and/or applicable federal, state, and/or local laws.

No zoning changes are known to be under consideration, and it is assumed that there are no such changes pending and/or under consideration that would impact the value of the subject property.

The subject property has been appraised in its "as-is" condition.

The appraisal has not been made subject to any repairs or corrective actions.

Location Map

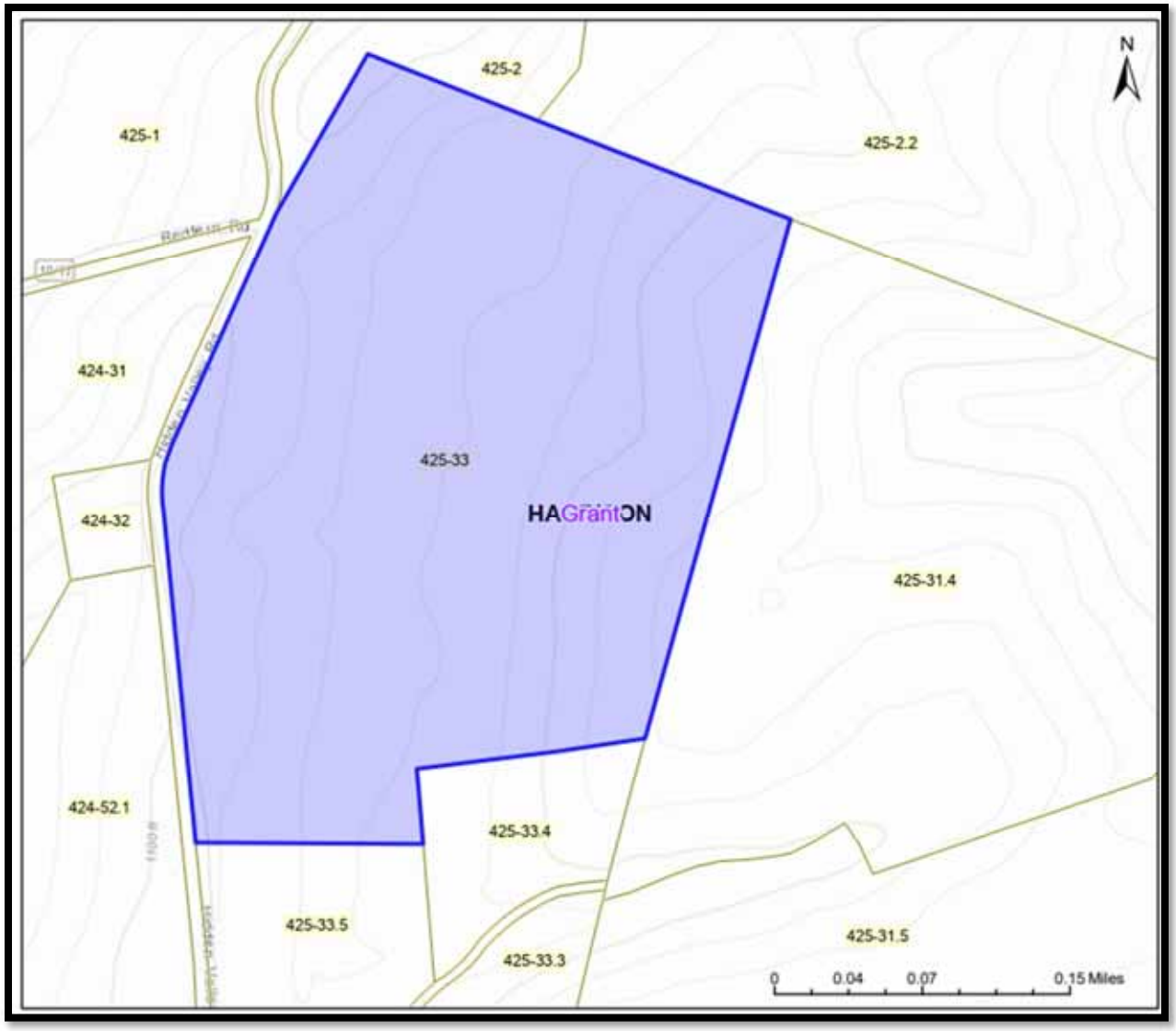


Comparable Sales Data

COMPARABLE SALE #1

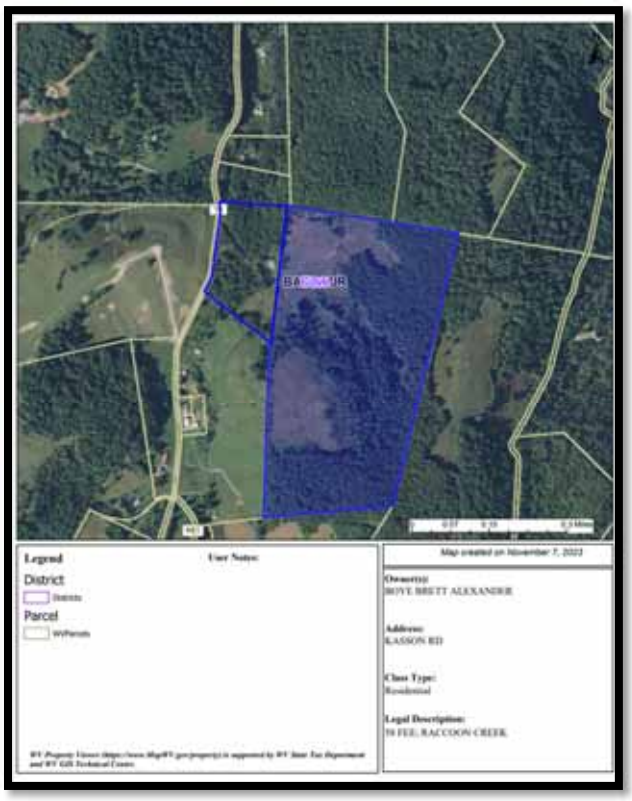
Property type:	Vacant Land
Seller:	David A. Keesucker & Julie A. Allman
Buyer:	Cathy L. Burnside
Physical Location:	Hidden Valley Road, Jane Lew, WV 26378
GPS Coordinates:	39°09'57.5"N 80°25'51.3"W
Date of Sale:	June 2022
County – Tax Parcel:	Harrison - 17-12-0425-0033-0000
Deed Book / Page:	1732/901
Sale Price:	$165,000 - $4,755 per Acre
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Vacant Land
Highest & Best Use:	Single – Unit Residential
Description of Property:	The property is gently rolling with pastures that are tree-lined with frontage for access along Hidden Valley Road.
Site Size:	34.7 Acres




N
425-2
425-1
425-2.2
424-31
425-33
HAGrantON
424-32
425-31.4
424-52.1
425-33.4
425-33.5
425-31.5
425-33.3
0
0.04
0.07
0.15 Miles

COMPARABLE SALE #2

Property type:	Vacant Land
Seller:	Tara D. Sandusky & Kyle D. Sandusky
Buyer:	Brett Alexander Boye
Physical Location:	965 Kasson Road, Moatsville, WV 26405
GPS Coordinates:	39°13'12.9"N 79°52'11.9"W
Date of Sale:	June 2022
County – Tax Parcel:	Barbour - 01-03-0015-0004-0000 & 01-03-0014-0052-0000 &
Deed Book / Page:	541/206
Sale Price:	$300,000 - $4,411 per Acre
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Vacant Land
Highest & Best Use:	Single- Unit Residential
Description of Property:	Vacant land with a rolling terrain with fields and wooded areas
Site Size:	68.0 Acres - Combined




N
BACōvēUR
Slant Run
Goodwin Rd
0 0.07 0.15 0.3 Miles
Legend
User Notes:
District
Districts
Parcel
WVParcels
WV Property Viewer (https://www.MapWV.gov/property) is supported by WV State Tax Department and WV GIS Technical Center.
Map created on November 7, 2023
Owner(s):
BOYE BRETT ALEXANDER
Address:
KASSON RD
Class Type:
Residential
Legal Description:
58 FEE; RACCOON CREEK

COMPARABLE SALE #3

Property type:	Vacant Land
Seller:	Thomas E. Hanson, Cathleen Shank, Eric Meade, Peter Meade, & Christopher Meade
Buyer:	R. Brent Bailey & Elizabeth R. Cohen
Physical Location:	2134 Piercy Road, Montrose, WV 26283
GPS Coordinates:	38°59'39.9"N 79°52'00.4"W
Date of Sale:	August 2022
County – Tax Parcel:	Randolph - 42-10-0104-0007-0000, 42-10-0100-0007-0000, 42-10-0100-0006-0000
Deed Book / Page:	628/134
Sale Price:	$450,000 - $ 4,453 per Acre
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Vacant Land
Highest & Best Use:	Single – Unit Residential
Description of Property:	A vacant tract of land composed of three tax parcels, mostly wooded with some field area. Prior to the transfer, the seller removed the improvements from the site. The property is encumbered by a family cemetery containing 3.0+/- acres.
Site Size:	101.04 Acres

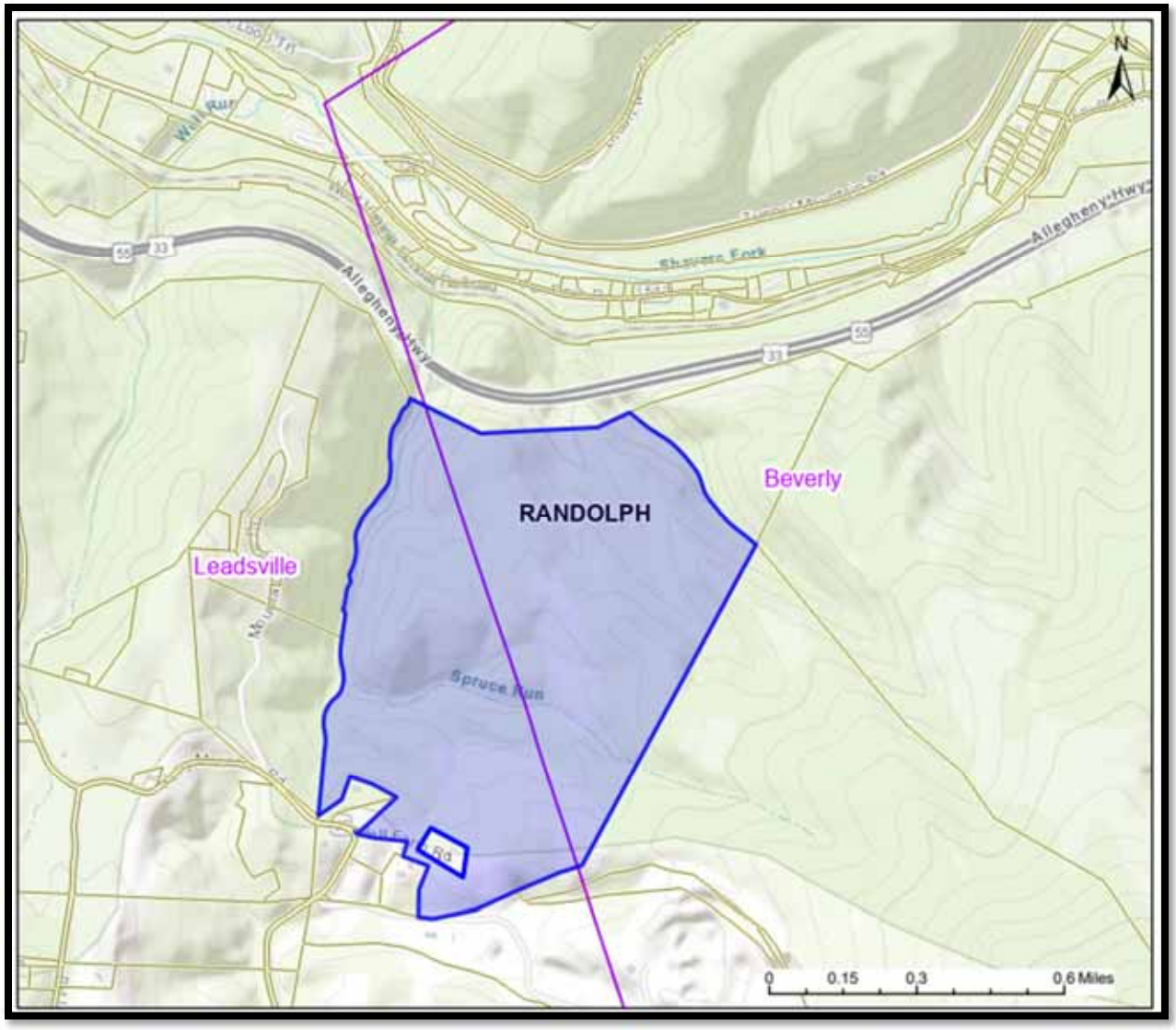



N
2200 ft
2400 ft
2489 ft
0
0.07
0.15
0.3 Miles

COMPARABLE SALE #4

Property type:	Vacant Land
Seller:	Ivan M. Bell & LaDonna Bell
Buyer:	Appalachian Aggregates, LLC
Physical Location:	1953 Kelley Mountain Road, Elkins, WV 26241
GPS Coordinates:	38°54'07.8"N 79°45'56.9"W
Date of Sale:	November 2021
County – Tax Parcel:	Randolph - 42-10-0135-0015-0000
Deed Book / Page:	622/811
Sale Price:	$525,000 - $2,900.55 per Acre
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Vacant Land
Highest & Best Use:	Single – Unit Residential
Description of Property:	A single tract of land that is a mix of woods, fields, and pastures.
Site Size:	181.0 Acres




N
Allegheny Hwy
Beverly
RANDOLPH
Leadsville
Spruce Run
0
0.15
0.3
0.6 Miles

COMPARABLE SALE #5

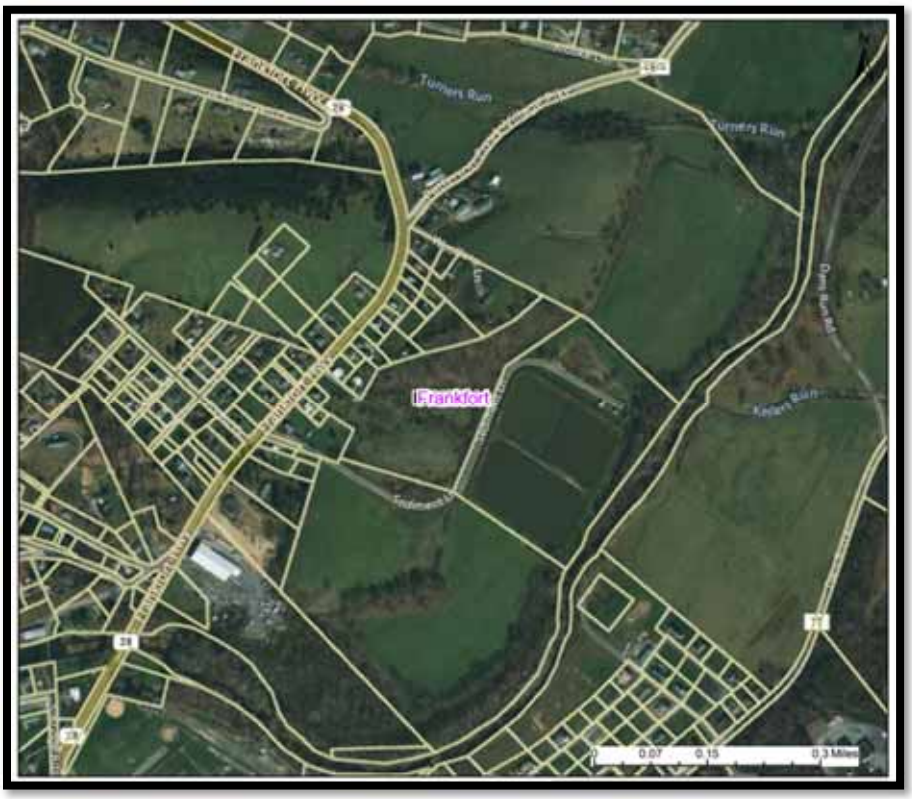
Property type:	Improved Property – Restricted by Conservation Easement
Seller:	Wanda M. Kessler
Buyer:	Brian Sparks & Lynne Sparks
Physical Location:	3550 Stringtown Road, Hico, WV 25854
GPS Coordinates:	38°09'41.8"N 80°58'16.5"W
Date of Sale:	August 2020
County – Tax Parcel:	Fayette - 10-01-0021-0015-0000 & 10-01-0015-0075-001 & 10-01-0021-0016-0000
Deed Book / Page:	804/397
Sale Price:	$400,000 – Inclusive of improvements
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Improved agricultural land
Highest & Best Use:	Residential with agricultural use
Description of Property:	Three tax parcels combined to create one property comprised of 145.28 acres with significant road frontage for access; Stringtown Road bifurcates the property.
Site Size:	145.28 Acres – Deeded per Assessment Records

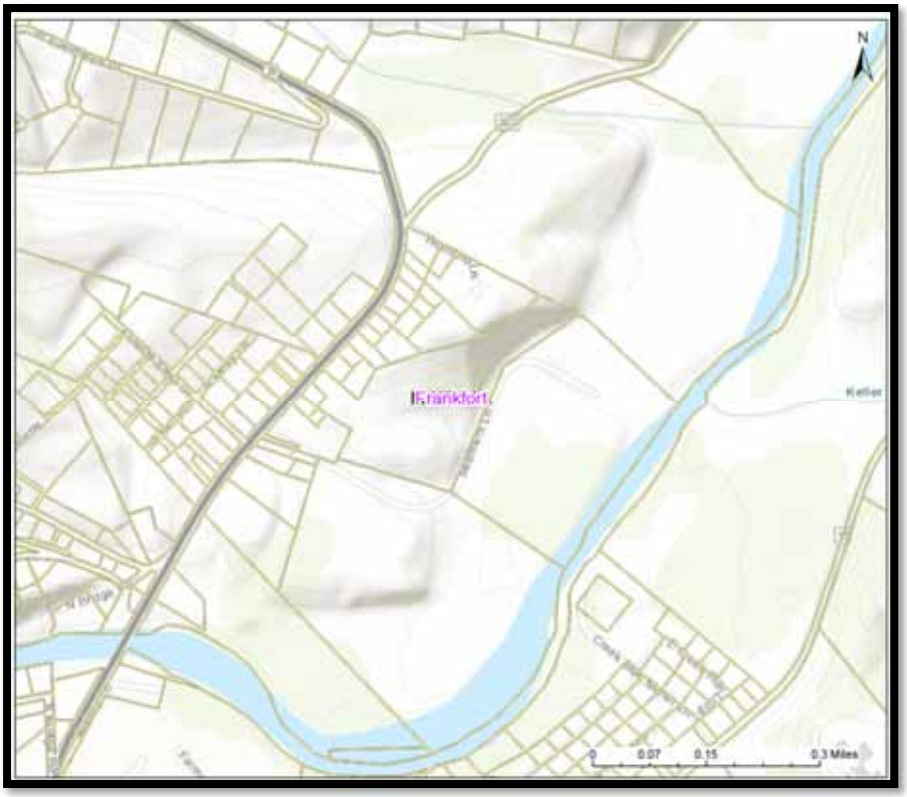



N
New Haven
0
0.07
0.15
0.3 Miles

COMPARABLE SALE #6

Property type:	Improved Property – Restricted by Conservation Easement
Seller:	Preston Lane Siple, Heir of Frederick C. Siple
Buyer:	John Curtis Miller, II
Physical Location:	82 Patterson Creek Village Pike, Ridgeley, WV
GPS Coordinates:	39°30'58.3"N 78°45'42.8"W
Date of Sale:	November 2019
County – Tax Parcel:	Mineral - 29-04-0031-0062-0000
Deed Book / Page:	385/615
Sale Price:	$260,000 – Inclusive of Improvements
Terms of Sale:	Cash equivalent
Location:	Rural
Present Use:	Improved agricultural land
Highest & Best Use:	Residential with agricultural use
Description of Property:	Three tax parcels combined to create one property comprised of 92.75 acres with significant road frontage for access; Patterson Creek Village Pike bifurcates the property.
Site Size:	92.75 Acres




N
Frankfort
Keller
0
0.07
0.15
0.3 Miles

Title Evidence Report

MARY L. ROBINSON
Attorney at Law
342 Lee Avenue
Clarksburg, West Virginia 26301
* * * * * * * * * * * * *
Phone: (304) 624-1023
Fax: (304) 326-2291

June 27, 2023

Charlotte Shaffer
Harrison County Planning Director
301 W Main St #504
Clarksburg, WV 26301

RE: **723 Hastings Run Road, Mount Clare, WV 26408**
File No.: 23-0365

PRELIMINARY TITLE OPINION LETTER

Dear Charlotte:

I have examined the records in the office of the Clerk of the County Commission of Harrison County, West Virginia regarding the title of David Bruce Romine to the surface of all those two certain tracts or parcels of land situate on Hastings Run, a tributary of Elk Creek, Elk District, Harrison County, West Virginia, and being more particularly bounded and described as follows:

PARCEL NO. ONE: Beginning at a poplar corner of said Romine's other lands, thence by the same S. 42° East 124 poles to a hickory and ash, thence by residue of tract N. 30° East 82 poles to a red oak, N. 45° West 106 poles to a black oak sapling, S. 37° West 69 poles to a poplar S. 72° West 13 poles to a poplar, the place of beginning, containing 51 acres, more or less.

PARCEL NO. TWO: Beginning at a poplar near the road, corner to Jacob Wolf, and running thence S. 42° East 130 poles to a white oak, S. 47° West 144 poles to a sugar tree, Abraham Batton's corner N. 7° West 104 poles to a sugar tree near William Batton's Sugar Camp, N. 14° East 99 poles crossing the right hand fork of Hastings Run to the place of beginning, containing 80 acres.

There is excepted and reserved from the above-described parcels the following Lots which are more particularly shown on that certain plat dated October 1984, prepared by Alton H. Auvil, Surveyor and P. Paul Aragona, licensed land surveyor, which plat is of record in the Office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book 1155 at page 1110:

(1) Lot Number One, containing 2.00 acres, more or less, conveyed to Adaline M. Sandy and John H. Sandy by deed dated the 19th day of November 1985, recorded in the aforesaid Clerk's office in Deed Book 1155 at page 1102.

(2) Lot Number Two, containing 5.00 acres, more or less, conveyed to Donna J. Baker by deed dated the 19th day of November 1985, recorded in the aforesaid Clerk's office in Deed Book 1155 at page 1105.

There is further excepted and reserved 0.156 acre conveyed to George W. Sandy and Donna L. Sandy by deed dated July 8, 1986, recorded in the aforesaid Clerk's Office in Deed Book 1163 at page 596.

In said examination of title, the indices of the following records were examined: Adverse conveyances, judgments, executions, mechanics' liens, general liens, lis pendens, taxes and wills and settlements. My examination of the records in said Clerk's office covered the period from sixty (60) years through June 12, 2023, at 8:00 a.m., except that my examination, with respect to the assessment of the subject lot or parcel of land on the land books and delinquent tax records, was confined to the years 2012 through 2022 inclusive.

The subject lot or parcel of land is assessed for real property tax purposes for the year 2022 on the Harrison County Land Books for Elk District, as the following assessment:

Map #428, Parcel 0001	
122.84 Acres Hastings Run CID Map 1 Par 2	
Acct# 06058286	2022 Tax Ticket# 37970
Land Value:	$27,720.00
Improvements Value:	$14,820.00
Total Value:	$42,540.00
Homestead Exemption:	0
Net Value:	$42,540.00
Class:	2
2022 Taxes per half year:	$250.65

The first half 2022 taxes were paid in the amount of $244.38 on 08/03/2022. The second half 2022 taxes were paid in the amount of $244.38 on 08/03/2022. The 2023 real estate taxes became a lien as of July 15, 2022, but are not due and payable until after July 15, 2023.

Based upon the foregoing, I am of the opinion that as of June 12, 2023, at 8:00 a.m., David Bruce Romine had good and marketable title to the subject property, subject additionally to the following exceptions:

SPECIFIC LIENS AND EXCEPTIONS:

1. There was a restriction placed on the real estate in a certain deed dated June 14, 2010, of record in Deed Book No. 1449, at page 531, that the subject real estate shall not be sold during the lifetimes of Albert T. Romine and Carolyn Mae Romine. Albert T. Romine died in Harrison County, West Virginia on May 22, 2016. Carolyn Mae Romine conveyed her life estate interest

in the subject real estate to Mary Harris, Trustee of the Albert and Carolyn Romine Irrevocable Trust dated November 4, 2015. I recommend that the current Trustee of the Trust also sign the conservation easement.

2. The real estate is subject to a certain right of way dated February 18, 1977, recorded in Deed Book No. 1055, at page 976, to Consolidated Gas Supply Corporation.

3. The real estate is subject to a certain right of way dated February 24, 1977, recorded in Deed Book No. 1055, at page 978, to Consolidated Gas Supply Corporation.

STANDARD EXCEPTIONS:

4. My examination of the records in said Clerk's office included an examination of the title to the surface interest only in the subject lot or parcel of land. Accordingly, I herein express no opinion regarding the ownership of the minerals, if any within and underlying the subject lot or parcel of land, nor do I express an opinion regarding the leasing of the same or rights connected with the leasing of said minerals, if any.

5. The statutory lien for the 2023 real estate taxes.

6. Any errors or admissions in the indices, records or documents of record in the Office of the Clerk of the County Commission of Harrison County, West Virginia, or in the Office of the Sheriff of Harrison County, West Virginia.

7. Anything that might be disclosed by an actual survey or inspection on the premises.

8. Any matters that are not of record.

9. I have not undertaken to ascertain and do not render any opinion regarding any environmental problem, hazard or liability, if any, that may be associated with the above referenced real estate.

10. I have not undertaken to ascertain and do not render any opinion regarding any zoning ordinance, laws or statutes which may be associated with the above referenced real estate, including, but not limited to, any flood plain determination.

Please do not hesitate to contact me if you have any questions or comments. Enclosed please find a statement for my services.

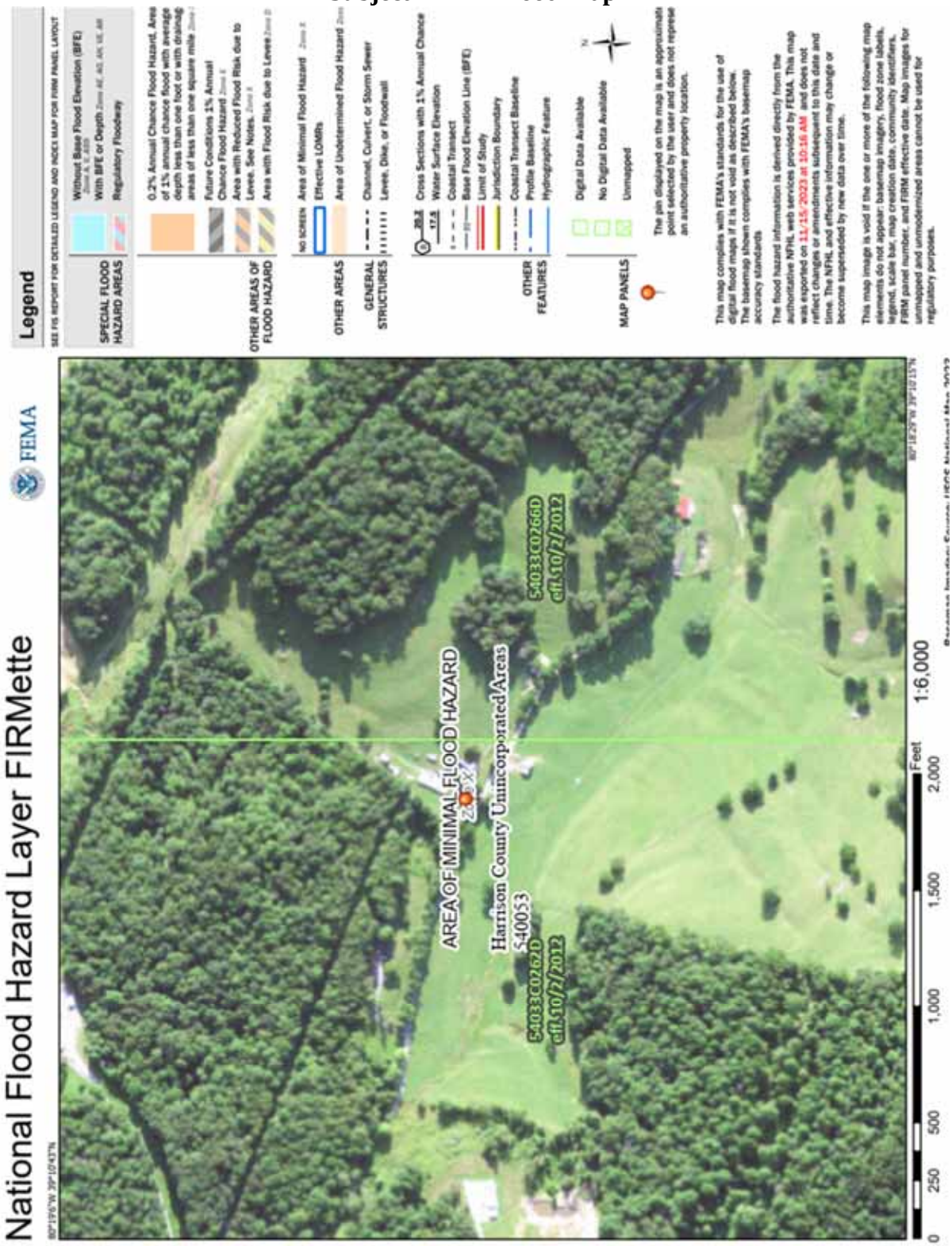
Very truly yours,

Mary L. Robinson

MLR/
Enclosures
File No.: 23-0365

Other Pertinent Reports and Exhibits

Subject FEMA Flood Map



Subject Deed and Will

JACKSON KELLEY
203 WEST MAIN STREET
CLARKSBURG, WV 26301-2907

BK1449 PG0531

Susan J Thomas
HARRISON County 02:02:43 PM
Instrument No 201000021861
Date Recorded 06/18/2010
Document Type DEED
Book-Page 1449-531
Recording Fee $11.00
Additional $5.00

THIS DEED made this 14th day of June, 2010, by and between ALBERT T. ROMINE and CAROLYN MAE ROMINE, his wife, parties of the first part, and DAVID BRUCE ROMINE, party of the second part.

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey, with covenants of general warranty, unto the party of the second part, those two certain tracts or parcels of land situate on Hastings Run, a tributary of Elk Creek, Elk District, Harrison County, West Virginia, and being more particularly bounded and described as follows:

PARCEL NO. ONE

Beginning at a poplar corner of said Romine's other lands, thence by the same S. 42° East 124 poles to a hickory and ash, thence by residue of tract N. 30° East 82 poles to a red oak, N. 45° West 106 poles to a black oak sapling, S. 37° West 69 poles to a poplar S. 72° West 13 poles to a poplar, the place of beginning, containing 51 acres, more or less.

PARCEL NO. TWO

Beginning at a poplar near the road, corner to Jacob Wolf, and running thence S. 42° East 130 poles to a white oak, S. 47° West 144 poles to a sugar tree, Abraham Batton's corner N. 7° West 104 poles to a sugar tree

{K0001520.1}

1

near William Batton's Sugar Camp, N. 14° East 99 poles crossing the right hand fork of Hastings Run to the place of beginning, containing 80 acres.

Being the same tracts or parcels of real estate conveyed to Albert T. Romine and Carolyn Romine, husband and wife, by J. Patrick Bower, Trustee, by deed dated the 19th day of November, 1985, recorded in the office of the Clerk of the County Commission of Harrison County, West Virginia in Deed Book 1155 at page 1108.

The property herein conveyed shall not be sold during the lifetimes of Albert T. Romine and Carolyn Mae Romine.

There has been previously excepted and reserved from the above-described parcels the following Lots which are more particularly shown on that certain plat dated October 1984, prepared by Alton H. Auvil, Surveyor and P. Paul Aragona, licensed land surveyor, which plat is of record in the aforesaid Clerk's office in Deed Book 1155 at page 1110:

(1) Lot Number One, containing 2.00 acres, more or less, conveyed to Adaline M. Sandy and John H. Sandy by deed dated the 19th day of November, 1985, recorded in the aforesaid Clerk's office in Deed Book 1155 at page 1102.

(2) Lot Number Two, containing 5.00 acres, more or less, conveyed to Donna J. Baker by deed dated the 19th day of November, 1985, recorded in the aforesaid Clerk's office in Deed Book 1155 at page 1105.

This conveyance is made subject to all valid reservations, exceptions, covenants, restrictions, conditions, easements or other servitudes, if any, provided or created in

BK1449 PG0533

prior instruments of record pertaining to the property herein conveyed.

DECLARATION OF CONSIDERATION: This is a conveyance of real property from parents to their son and as such is exempt from transfer tax as provided in West Virginia Code Section 11-22-1.

WITNESS the following signatures and seals on the month, day, and year first above written.

Albert T. Romine

Albert T. Romine

Carolyn Mae Romine

Carolyn Mae Romine

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

This instrument was acknowledged before me this 14th day of June, 2010, by Albert T. Romine and Carolyn Mae Romine, husband and wife.

My commission expires: April 2, 2013.

Tracy Butcher

Notary Public

This instrument prepared by:

Marcia Broughton, Esquire
JACKSON KELLY PLLC
Post Office Box 150
Clarksburg, WV 26302-0150

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
TRACY BUTCHER
Rt. 9, Box 602 E
Lost Creek, WV 26385
My Commission Expires April 2, 2013

This instrument was prepared without examination of title or report. No opinion, expressed or implied, is given as to the marketability or condition of the title of the subject property, the quantity of lands included therein, the location of the boundaries thereof, the existence of liens, unpaid taxes and encumbrances, to ownership of minerals and/or mineral rights and privileges, or any other matter pertaining to said title.

{K0001s20.1}

3

BOOK 189 PAGE 1130

BK0189 PG1130

Harrison County
Susan J Thomas, Clerk
Instrument 201600025758
06/15/2016 @ 02:09:04 PM
WILL
Book 189 @ Page 1130
Pages Recorded 6
Recording Cost @ 12.00

Last Will and Testament of Albert Romine

Article One
Declaration of Will

I, Albert Romine, a resident of Harrison County, West Virginia, on this day, November 4, 2015, revoke any prior wills and codicils made by me and declare this to be my Last Will and Testament (hereafter, my Will).

Article Two
Family Information

Section 2.01 My Wife

I am married to Carolyn Romine. Any reference in my Last Will and Testament to "my wife" is to Carolyn Romine.

Section 2.02 My Children and Descendants

I have three children: David Romine, Mary Harris, and Sharon Gerber. I have one child who is deceased, Ernest Romine. All references in my Last Will and Testament to "my children" are references to these children.

References to "my descendants" are to my children and their descendants.

Article Three
Personal Representative and Disposition of Estate

Section 3.01 Personal Representative

I appoint the following, in the order named, to serve as my Personal Representative:

First: Carolyn Romine
Second: Mary Harris
Third: David Romine
Fourth: Sharon Gerber

Section 3.02 No Bond

My Personal Representative is not required to furnish any bond for the faithful performance of my Personal Representative's duties, unless required by a court of competent jurisdiction and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety will be required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

A R

BK0189 PG1131

Section 3.03 Ancillary Administration

If any ancillary administration is required or desired and my domiciliary Personal Representative is unable or unwilling to act as an ancillary fiduciary, my domiciliary Personal Representative may designate, compensate, direct, and remove an ancillary fiduciary. The ancillary fiduciary may either be a natural person or a corporation. My domiciliary Personal Representative may delegate to the ancillary fiduciary any powers granted to my domiciliary Personal Representative as my domiciliary Personal Representative deems to be proper, including the right to serve without bond or without surety on bond. The net proceeds of the ancillary estate will be paid over to the domiciliary Personal Representative.

Section 3.04 Disposition of My Probate Estate

My Personal Representative will distribute my entire probate estate to the Trustee of the Albert and Carolyn Romine Irrevocable Trust dated November 4, 2015, to hold and administer according to the provisions of that trust.

Article Four

Estate Administration and Personal Representative Powers

The terms of my Last Will and Testament supplement the provisions of West Virginia law, and to the extent they conflict, the terms of my Last Will and Testament prevail, unless the conflicting provisions of West Virginia law are mandatory and may not be waived.

Section 4.01 Apportionment of Death Taxes

Except as otherwise specified in my Last Will and Testament, my Personal Representative will apportion death taxes as provided under the law of West Virginia in effect at the date of my death.

Section 4.02 Personal Representative Compensation

My Personal Representative will be entitled to fair and reasonable compensation for the services rendered as a fiduciary. My Personal Representative may charge additional fees for services that are not within its duties as Personal Representative, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, my Personal Representative may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under my Last Will and Testament.

Section 4.03 My Personal Representative's Powers

My Personal Representative may exercise, without prior approval from any court, all the powers conferred by my Last Will and Testament and any powers conferred by law, including, without limitation, those powers set forth under the common law or statutory law of West Virginia or any other jurisdiction whose law applies to my Last Will and Testament. The powers conferred upon my Personal Representative by law are subject to any express limitations or contrary directions contained in my Last Will and Testament.

Specifically, my Personal Representative has the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests of all kinds, including accounts at financial institutions.

My Personal Representative will exercise these powers in the manner that my Personal Representative determines to be in the best interests of the beneficiaries. My Personal Representative may not exercise any power in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the property, in accordance with general legal principles of beneficiaries and fiduciaries.

BK0189 PG1132

My Personal Representative may have duties and responsibilities in addition to those described in my Last Will and Testament. I encourage my Personal Representative to obtain appropriate legal advice if my Personal Representative has any questions concerning its duties and responsibilities as Personal Representative.

Article Five

General Provisions

Section 5.01 Contest Provision

If, after receiving a copy of this Section, any person, in any manner, directly or indirectly, attempts to contest or oppose the validity of my Last Will and Testament (including any amendment to my Last Will and Testament), or commences, continues, or prosecutes any legal proceeding to set my Last Will and Testament aside, then such person shall forfeit his or her share, cease to have any right or interest in the property, and shall, for purposes of my Last Will and Testament be deemed to have predeceased me.

Section 5.02 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to my Last Will and Testament:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within my Last Will and Testament are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of my Last Will and Testament.

(c) Governing Law

West Virginia law governs the validity and construction of my Last Will and Testament.

(d) Severability

The invalidity or unenforceability of any provision of my Last Will and Testament shall not affect the validity or enforceability of any other provision of my Last Will and Testament.

BK0189 PG1133

Testator and Witnesses (Self-Proof)

I, Albert Romine, the Testator, sign my name to this instrument and initial each of its ____ pages on November 4, 2015, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and testament, that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Albert Romine

Albert Romine, Testator

We, Sheila W. Hall and Kristin Kurelic, the witnesses, sign our names to this instrument, and being first duly sworn, do hereby declare to the undersigned authority that Albert Romine signs and executes this instrument as his last will and testament and that he signs it willingly (or willingly directs another to sign for him) and that each of us, at the request of Testator, and in the presence and hearing of the Testator, and in the presence and hearing of each other, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Sheila W Hall

Sheila W. Hall, Witness
2101 About Town Place
Morgantown, WV 26508

Kristin Kurelic

Kristin Kurelic, Witness
2101 About Town Place
Morgantown, WV 26508

STATE OF WEST VIRGINIA)
) ss.:
COUNTY OF MONONGALIA)

Subscribed and sworn to (or affirmed) before me on this 4th day of November, 2015, by Albert Romine, Sheila W. Hall, and Kristin Kurelic, proved to me on the basis of satisfactory evidence to be the persons who appeared before me.

[Seal]

Lorilyn Linger

Lorilyn Linger, Notary
My commission expires 10-30-2019

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
Lorilyn Linger
Seamon Law Offices, PLLC
2101 About Town Place, Morgantown, WV 26508
My Commission Expires October 30, 2019

BOOK 189 PAGE 1134

BK0189 PG1134

PROOF OF WILL

STATE OF WEST VIRGINIA)
) Self-Proving Affidavit
COUNTY OF MONONGALIA)

We, ALBERT ROMINE, of Mt. Clare, West Virginia, SHEILA W. HALL, and KRISTIN KURELIC, the Testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the Testator signed and executed the instrument as his Last Will & Testament and that he had signed willingly (or willingly directed another to sign for him, and that he executed it as his free and voluntary act for the purposes therein expressed, and that each of the witnesses, in the presence and hearing of the Testator, and in the presence of each other, signed the Will as witness and to the best of our knowledge the Testator was at that time eighteen years of age or older, of sound mind, and under no constraint or undue influence.

ALBERT ROMINE, Testator

SHEILA W. HALL, Witness

KRISTIN KURELIC, Witness

Subscribed, sworn to and acknowledged before me by ALBERT ROMINE, the Testator, and subscribed and sworn to before me by SHEILA W. HALL and KRISTIN KURELIC, witnesses, whose names are signed to the writing above bearing date on November 4, 2015.

Given under my hand on November 4, 2015.

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
Lorilyn Linger
Seamon Law Offices, PLLC
2101 About Town Place, Morgantown, WV 26505
My Commission Expires October 30, 2019

Lorilyn Linger, Notary Public
My commission expires: 10/30/2019

BOOK 189 PAGE 1135

United States of America BK0189 PG1135

State of West Virginia

County of Harrison, ss:

Probate Order

In the Harrison County Commission

RE: Estate of **ALBERT THURL ROMINE**, this the 15th day of June, 2016.

This day a paper writing purporting to be the Last Will and Testament of **ALBERT THURL ROMINE**, deceased, was produced herein and offered for probate.

Whereupon came SHEILA HALL, KRISTIN KURELIC and the subscribing witnesses thereto who, being first duly sworn, deposed and said that the said testator/rix signed and acknowledged said paper writing as and for his Last Will and Testament in their presence, both present at the same time, and that they, in his presence, at his request, and in the presence of each other subscribed their names as witnesses thereto, that he was at the time over the age of eighteen (18) years, that he was of sound mind and memory and that he is now deceased.

Wherefore said paper is hereby admitted to probate and ordered to be recorded as the true Last Will and Testament of **ALBERT THURL ROMINE**, deceased.

STATE OF West Virginia, SS

At a regular session of the Harrison County Commission, on the 15th day of June, 2016. The Clerk of the Harrison County Commission reported that since the last regular session she made in the County Clerk's office the following order to wit: On the 15th day of June, 2016, she admitted to probate and ordered to be recorded the Last Will and Testament of ALBERT THURL ROMINE, deceased.

And no objection being made thereto and none appearing to the Commission, it is ordered that the same be confirmed.

A true copy from the records,

Attest: Susan J. Thomas

Susan J Thomas
Clerk of the Harrison County Commission

Estate: 6202

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BOOK 1566 PAGE 484

BK1566 PG0484

REEDER & SHUMAN ATTORNEYS AT LAW
P.O. BOX 842
MORGANTOWN, WV 26507-0842

Susan J Thomas
HARRISON County 09:27:26 AM
Instrument No 201500060002
Date Recorded 12/01/2015
Document Type DEED
Pages Recorded 4
Book-Page 1566-484
Recordins Fee $11.00
Additional $5.00

This instrument was prepared by:

Robert Louis Shuman
Reeder & Shuman
256 High Street
Post Office Box 842
Morgantown, West Virginia 26507-0842

This Deed is made and entered into this the 11th day of November, 2015, by and between Albert T. Romine and Carolyn May Romine, parties of the first part, as grantors ("Grantors"), and Mary Harris, in her capacity as the incumbent and currently acting trustee of the Albert and Carolyn Romine Irrevocable Trust dated November 4, 2015, as amended, modified, supplemented, and/or restated, party of the second part, as grantee ("Grantee").

For and in consideration of the amount of Ten Dollars ($10.00), and other good and valuable consideration, the receipt, sufficiency, and adequacy of all of which are acknowledged, Grantors grant, bargain, sell, convey, confirm, transfer, assign, set over, deliver, release, remise, and quitclaim unto Grantee all of Grantors' right, title, interest, estate, and claim, legal, equitable, and otherwise, in, of, and to those certain lots, parcels, or tracts of real property, together with the buildings, structures, fixtures, and other improvements located thereon and the appurtenances thereto, located and situate in Harrison County, West Virginia, described as follows:

Parcel No. One: That lot, parcel, or tract located and situate in Grant District, Harrison County, West Virginia, described as follows: Beginning at a point in the state road, corner to John H. Curry property; thence with three (3) lines of said Curry property, N. 54° 12' E. for a distance of 245.0 feet to a post; thence N. 5° 32' W. for a distance of 200.0 feet to a post; thence S. 89° 29' E. for a distance of 1204.0 feet to a point in J. R. Sabatelli line; thence with the said Sabatelli line, S. 12° 50' E. for a distance of 500.0 feet; thence leaving the Sabatelli line, N. 89° 33' W. for a distance of 1369.0 feet to a point in the state road; thence with the state road, N. 13° 38' W. for a distance of 21.0 feet; thence N. 39° 18' W. for a distance of 189.0 feet to the beginning, containing 15.02 acres, more or less.

Parcel No. One was granted and conveyed to Grantors by Ruth D. Curry by that deed dated September 18, 1963, of record in the Office of the Clerk of the County Commission of Harrison County, West Virginia ("Clerk's Office"), in Deed Book No. 880, at Page 518.

Parcel No. One is entered upon the Land Book of Grant District, Harrison County, West Virginia, for the year 2015, as follows:

Ticket No. 40260
Romine, Albert T. & Carolyn M.
Map 407 Parcel 0060.0001
15.02 As Browns Creek

Harrison County 2023 Harrison County

BK1566 PG0485

Parcel No. Two: That lot, parcel, or tract located and situate on Browns Creek in Grant District, Harrison County, West Virginia, described as follows: Beginning at a point in the state road and a corner to property of Albert Romine and Caroline Romine, his wife, recorded in Deed Book 743, at Page 563; thence leaving state road, South 89° 33' E. for a distance of 1369 feet to a point in J. R. Sabatelli line; thence with the Sabatelli line, South 12° 50' E. for a distance of 549 feet to a red oak in the property line of Draco Dodrill and Maggie Lee Dodrill; thence with the Dodrill line, South 85° W. for a distance of 1047.75 feet to a fence post; thence North 72° W. for a distance of 478 feet to a point in the state road; thence with the state road, North 14° 53' E. for a distance of 270 feet to a nail in the state road; thence North 13° 38' W. for a distance of 240 ½ feet to the beginning, containing 18.7 acres, more or less.

Parcel No. Two was granted and conveyed to Grantors by Ruth D. Curry by that deed dated June 27, 1967, of record in the Clerk's Office in Deed Book No. 936, at Page 212.

Stolen Copy 2023 Harrison County

Parcel No. Two is entered upon the Land Book of Grant District, Harrison County, West Virginia, for the year 2015, as follows:

Ticket No. 40258
Romine, Albert T. & Carolyn M.
Map 407 Parcel 0060
Suffix 0000 Split 6001
Pt 17.68 As Browns Creek (Farm)

Ticket No. 40259
Romine, Albert T. & Carolyn M.
Map 407 Parcel 0060
Suffix 0000 Split 6002
Pt 17.68 As Browns Creek (Rental M/Home)

Stolen Copy 2023 Harrison County

Parcel No. Three: Those lots, parcels, or tracts located and situate on Hastings Run, a tributary of Elk Creek, in Elk District, Harrison County, West Virginia, described as follows:

Tract No. One: Beginning at a poplar corner of said Romine's other lands; thence by the same, South 42° East 124 poles to a hickory and ash; thence by residue of tract, North 30° East 82 poles to a red oak; thence North 45° West 106 poles to a black oak sapling; thence South 37° West 69 poles to a poplar; thence South 72° West 13 poles to a poplar, the place of beginning, containing 51 acres, more or less.

Tract No. Two: Beginning at a poplar near the road, corner to Jacob Wolf, and running thence South 42° East 130 poles to a white oak; thence South 47° West 144 poles to a sugar tree, Abraham Batton's corner; thence North 7° West 104 poles to a sugar tree near William Batton's Sugar Camp; thence North 14° East

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Harrison County 2023 Harrison County

BK1566 PG0485

Parcel No. Two: That lot, parcel, or tract located and situate on Browns Creek in Grant District, Harrison County, West Virginia, described as follows: Beginning at a point in the state road and a corner to property of Albert Romine and Caroline Romine, his wife, recorded in Deed Book 743, at Page 563; thence leaving state road, South 89° 33' E. for a distance of 1369 feet to a point in J. R. Sabatelli line; thence with the Sabatelli line, South 12° 50' E. for a distance of 549 feet to a red oak in the property line of Draco Dodrill and Maggie Lee Dodrill; thence with the Dodrill line, South 85° W. for a distance of 1047.75 feet to a fence post; thence North 72° W. for a distance of 478 feet to a point in the state road; thence with the state road, North 14° 53' E. for a distance of 270 feet to a nail in the state road; thence North 13° 38' W. for a distance of 240 ½ feet to the beginning, containing 18.7 acres, more or less.

Parcel No. Two was granted and conveyed to Grantors by Ruth D. Curry by that deed dated June 27, 1967, of record in the Clerk's Office in Deed Book No. 936, at Page 212.

Stolen Copy 2023 Harrison County

Parcel No. Two is entered upon the Land Book of Grant District, Harrison County, West Virginia, for the year 2015, as follows:

Ticket No. 40258
Romine, Albert T. & Carolyn M.
Map 407 Parcel 0060
Suffix 0000 Split 6001
Pt 17.68 As Browns Creek (Farm)

Ticket No. 40259
Romine, Albert T. & Carolyn M.
Map 407 Parcel 0060
Suffix 0000 Split 6002
Pt 17.68 As Browns Creek (Rental M/Home)

Stolen Copy 2023 Harrison County

Parcel No. Three: Those lots, parcels, or tracts located and situate on Hastings Run, a tributary of Elk Creek, in Elk District, Harrison County, West Virginia, described as follows:

Tract No. One: Beginning at a poplar corner of said Romine's other lands; thence by the same, South 42° East 124 poles to a hickory and ash; thence by residue of tract, North 30° East 82 poles to a red oak; thence North 45° West 106 poles to a black oak sapling; thence South 37° West 69 poles to a poplar; thence South 72° West 13 poles to a poplar, the place of beginning, containing 51 acres, more or less.

Tract No. Two: Beginning at a poplar near the road, corner to Jacob Wolf, and running thence South 42° East 130 poles to a white oak; thence South 47° West 144 poles to a sugar tree, Abraham Batton's corner; thence North 7° West 104 poles to a sugar tree near William Batton's Sugar Camp; thence North 14° East

Stolen Copy 2023 Harrison County

2023 Harrison County

99 poles crossing the right hand fork of Hastings Run to the place of beginning, containing 80 acres, more or less.

Parcel No. Three was granted and conveyed to Grantors by J. Patrick Bower, Trustee, by that deed dated November 19, 1985, of record in the Clerk's Office in Deed Book No. 1155, at Page 1108. Parcel No. Three is also the subject of that deed dated June 14, 2010, of record in the Clerk's Office in Deed Book No. 1449, at Page 531.

There are excepted, reserved, and excluded from Parcel No. Three the following two (2) lots, parcels, or tracts: (a) that lot, parcel, or tract described as containing 2.00 acres, more or less, being Lot No. 1, granted and conveyed to Adaline M. Sandy and John H. Sandy by that deed dated November 19, 1985, of record in the Clerk's Office in Deed Book No. 1155, at Page 1102, and (b) that lot, parcel, or tract described as containing 5.00 acres, more or less, being Lot No. 2, granted and conveyed to Donna J. Baker by that deed dated November 19, 1985, of record in the Clerk's Office in Deed Book No. 1155, at Page 1105.

Parcel No. Three is entered upon the Land Book of Elk District, Harrison County, West Virginia, for the year 2015, as follows:

Ticket No. 36609
Romine, Albert T. & Carolyn
Map 9999 Parcel 0605
Suffix 8277 Split 0000
122.844 As O&G Hastings Run

Ticket No. 36610
Romine, Albert T. Et Ux (LE)
(David Bruce Romine)
Map 428 Parcel 0001
122.84 Acres Hastings Run CID Map 1 Par 2

Parcel No. One, Parcel No. Two, and Parcel No. Three are granted and conveyed to Grantee and accepted by Grantee subject to and encumbered by all exceptions, reservations, conditions, covenants, restrictions, agreements, assessments, easements, rights of way, mineral severances, and other encumbrances as have been imposed upon Parcel No. One, Parcel No. Two, and Parcel No. Three by Grantors and their predecessors in title which are effective and enforceable as of the delivery of this deed.

Declaration of Consideration or Value: Under, in accordance with, and pursuant to the provisions of Article 22 of Chapter 11 of the West Virginia Code, Grantors declare that the transfer effected by this deed is by quitclaim deed, without the exchange of monetary consideration in excess of One Hundred Dollars ($100.00), for the purpose, among others, of transferring certain assets and property to an inter vivos trust, and therefore, exempt from the applicable excise taxes.

Harrison County 2023 Harrison County

BK1566 PG0487

Witness the following signatures.

Albert T. Romine

Carolyn May Romine

State of West Virginia,
County of Monongalia, to-wit:

The foregoing instrument was acknowledged and sworn to before me this the 19th day of November, 2015, by Albert T. Romine.

{SEAL}

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
Sheila W. Hall
Bowyer Law Offices, PLLC
2101 About Town Place, Morgantown, WV 26505
My Commission Expires August 24, 2020

Notary Public
My Commission expires: 8-24-2020

State of West Virginia,
County of Monongalia, to-wit:

The foregoing instrument was acknowledged and sworn to before me this the 19th day of November, 2015, by Carolyn May Romine.

{SEAL}

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
Sheila W. Hall
Bowyer Law Offices, PLLC
2101 About Town Place, Morgantown, WV 26505
My Commission Expires August 24, 2020

Notary Public
My Commission expires: 8-24-2020

THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION, TITLE REPORT, TITLE CERTIFICATE, OR TITLE INSURANCE COMMITMENT AND NEITHER THE PREPARER NOR REEDER & SHUMAN BY THE PREPARATION OF THIS INSTRUMENT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR AFFIRMATIONS OF ANY KIND, NATURE, MANNER, OR CHARACTER, INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS, OR AFFIRMATIONS RELATING TO THE QUALITY OF TITLE, THE NATURE OF TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, THE CONDITION OF THE PROPERTY, ACCESS TO THE PROPERTY, OR THE CAPACITY OF GRANTOR(S) TO GRANT OR CONVEY TITLE.

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Subject Assessment Card

WV Real Estate Assessment Data

About | New Search | Structure Drawing

Parcel ID	17-11-0428-0001-0000	Tax Year	2023	County	Harrison	Date	9/17/2023
Root PID	17110428000100000000						

Property Owner and Mailing Address

Owner(s)	ROMINE CAROLYN IRREV TRST (LE) (DAVID BRUCE ROMINE)
Mailing Address	723 HASTINGS RUN RD, MOUNT CLARE, WV 26408

Property Location

Physical Address	723 HASTINGS RUN RD MOUNT CLARE 26408
E-911 Address	See end of report for listing of multiple E-911 addresses for this parcel
Parcel ID	17-11-0428-0001-0000
County	17 - Harrison
District	11 - Elk-Outside District
Map	0428 (Click for PDF tax map)
Parcel No.	0001
Parcel Suffix	0000
Map View Link	https://mapwv.gov/parcel/?pid=17-11-0428-0001-0000

General Information

Tax Class	Book / Page	Deeded Acres	Calculated Acres	Legal Description
2	W189 / 1130	122.840	99.59	122.84 ACRES HASTINGS RUN CID MAP 1 PAR 2
			99.59	

Cost Value

Dwelling Value	$21,300
Other Bldg/Yard Values	$3,680
Commercial Value	---

Appraisal Value

Land Appraisal	$48,000
Building Appraisal	$25,000
Total Appraisal	$73,000

Building Information

Property Class	F - Farm
Land Use	112 - Active Farm

Sum of Structure Areas	1,066
# of Buildings (Cards)	1

Card	Year Built	Stories	CG	Architectural Style	Exterior Wall	Basement Type	Square Footage (SFLA)	Building Value
1	1860	1	00	Conventional	Aluminum	None	1,066	$21,300
							1,066	$21,300

Card	Year Built	Attic	Fuel	Heat System	Heat/AC	Bedrooms	Full Baths	Half Baths	Total Rooms
1	1860	Partially Finished	Gas	Warm Air	Central	3	1		6
						3	1		6

Other Building and Yard Improvements

Bldg/ Card #	Line	Type	Year Built	CG	Units	Size	Area	Replace Cost	Adjusted Replace Cost
1	1	Miscellaneous Miscellaneous	1900	22	9	x	1	$2,010	$2,250
1	2	Miscellaneous Miscellaneous	1900	22	1	x	1	$1,270	$1,430
					10		2	$3,280	$3,680

Flood Zone Information Learn more at WV Flood Tool

Acres (c.)	Risk	
99.59	Low	This parcel appears not to be within any identified flood hazard zone.

Sales History Learn More

Sale Date	Price	Sale Type	Source Code	Validity Code	Book	Page
6/15/2016					W189	1130
12/1/2015					1566	484
6/18/2010					1449	531
11/1/1985	$45,150	Land and Buildings	4	4		

E-911 Addresses

Address	City	State	Zip	Unit	Alternate Unit
709 HASTINGS RUN RD	MOUNT CLARE	WV	26408		No Unit

723 HASTINGS RUN RD	MOUNT CLARE	WV	26408	No Unit

Parcel History

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2023	2	ROMINE CAROLYN IRREV TRST (LE) (DAVID BRUCE ROMINE)	723 HASTINGS RUN RD, MOUNT CLARE, WV 26408	W189/ 1130	122.84 ACRES HASTINGS RUN CID MAP 1 PAR 2	$48,000	$25,000	$73,000
2022	2	ROMINE CAROLYN IRREV TRST (LE) (DAVID BRUCE ROMINE)	723 HASTINGS RUN RD, MOUNT CLARE, WV 26408	W189/ 1130	122.84 ACRES HASTINGS RUN CID MAP 1 PAR 2	$46,200	$24,700	$70,900
2021	2	ROMINE CAROLYN IRREV TRST (LE) (DAVID BRUCE ROMINE)	723 HASTINGS RUN RD , MOUNT CLARE , WV 26408	W189 / 1130	122.84 ACRES HASTINGS RUN CID MAP 1 PAR 2	$46,200	$24,400	$70,600
2020	2	ROMINE CAROLYN IRREV TRST (LE) (DAVID BRUCE ROMINE)	723 HASTINGS RUN RD, MOUNT CLARE, WV 26408	W189/ 1130	122.84 ACRES HASTINGS RUN CID MAP 1 PAR 2	$46,200	$24,200	$70,400
2019	2	ROMINE CAROLYN IRREV TRST (LE) (DAVID BRUCE ROMINE)	723 HASTINGS RUN RD, MOUNT CLARE, WV 26408	W189/ 1130	122.84 ACRES HASTINGS RUN CID MAP 1 PAR 2	$46,200	$24,000	$70,200
2018	2	ROMINE CAROLYN IRREV TRST (LE) (DAVID BRUCE ROMINE)	723 HASTINGS RUN RD, MOUNT CLARE, WV 26408	W189/ 1130	122.84 ACRES HASTINGS RUN CID MAP 1 PAR 2	$45,300	$23,700	$69,000
2017	2	ROMINE ALBERT EST & CAROLYN IRRV TRST- MARY HARRIS TRUSTEE	723 HASTINGS RUN RD, MOUNT CLARE, WV 26408	W189/ 1130	122.84 ACRES HASTINGS RUN CID MAP 1 PAR 2	$45,300	$23,200	$68,500
2016	2	ROMINE ALBERT T ETUX (LE) (DAVID BRUCE ROMINE)	7269 MOUNT CLARE RD, MOUNT CLARE, WV 26408	1449/ 531	122.84 ACRES HASTINGS RUN CID MAP 1 PAR 2	$43,500	$22,800	$66,300

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2015	2	ROMINE ALBERT T ETUX (LE) (DAVID BRUCE ROMINE)	723 HASTINGS RUN RD, MOUNT CLARE, WV 26408	1449/ 531	122.84 ACRES HASTINGS RUN CID MAP 1 PAR 2	$41,700	$27,600	$69,300

Show/Hide Parcel History Prior to 2015

Tax Year	Tax Class	Owner	Owner Address	Book/ Page	Legal Description	Land	Building	Total
2015	2	LAW EDISON JR & PHYLLIS R	475 BLUE LICK RD, LOST CREEK, WV 26385	1028/ 0417	154.52 AC BLUE LICK RUN & 162 AC O&G	$24,700	$24,800	$49,500

Sample Conservation Easement Agreement

DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** ("Easement") is made this 5th day of June 2023 by (Owner Name), (Address), ("Grantor"), to the HARRISON COUNTY FARMLAND PROTECTION BOARD ("HCFPB", "Grantee") having its mailing address at 301 W. Main Street, Clarksburg, WV 26301. For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantees apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in (District), Harrison County, West Virginia, consisting of (#) acres of land, more or less, and more particularly described in Exhibit A, incorporated herein by reference (the "Property"). ;

WHEREAS, the Property possesses agricultural, including prime, unique and significant soils; open space and natural values (collectively, "Conservation Values") of great importance to Grantor, the people of Harrison County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee and incorporated by reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantor and Grantee have the exclusive common purpose of preserving the agriculture and open space character of the Property;

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land. The legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs and to accept qualifying properties voluntarily entered into the program;

WHEREAS, the County Commission of Harrison County, West Virginia ("County Commission") has declared that the agriculture community of Harrison County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Harrison County an opportunity to voluntarily protect agricultural land by creating the Harrison County Farmland Protection Board and authorizing it to create and administer the Harrison County Farmland Protection Program;

WHEREAS, HCFPB is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Harrison County by the voluntary placement of conservation or preservation easements on eligible property;

WHEREAS, Grantee affirms that this Easement represents a unique and valuable asset to the quality of life in Harrison County and the state of West Virginia and that by the acceptance of this Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come in the future.

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, agricultural, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, including its qualifying (prime, unique, state, locally important soils, etc.)

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth.

I. TERMS, CONDITIONS AND RESTRICTIONS

Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. The following terms, conditions and restrictions clarify and govern the intent of Grantor and Grantee:

1. **Use and Quiet Enjoyment.** Grantor has the right to reside on the Property and to benefit from all aspects of the quiet enjoyment of the Property. Grantor has the right to engage in any and all personal recreational uses of the Property, including but not limited to hiking; touring; swimming; camping, biking; hunting and fishing; that require no development of the land and are consistent with the Conservation Values.

2. **Agricultural Uses of the Land.** Grantor may engage in any and all agricultural uses of the Property. For example, the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits nuts and vegetables of all kinds; nursery, floral and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Property are permitted. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such activities or businesses must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

3. **Agricultural Structures.** Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Property. Agricultural structures shall be limited by the maximum square footage as described in Terms, Conditions and Restrictions - Maximum Impervious Surface Coverage.

4. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Property that are supportive and agriculturally compatible may be established on the Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products

5. **Activities for Religious, Charitable or Educational Purposes or to Foster Tourism.** Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Property in order to foster rural economic uses while protecting the rural character of the Property. Such activities or businesses must be compatible with and supportive of the rural character of the Property, and must remain incidental to the agricultural and open space character of the Property.

(a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under Agricultural Structures or Residential Dwellings; no other structures are permitted on the Property.

(b) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.

(c) Accommodation of overnight guests is permitted, but only within permitted residential structures.

(d) Commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.

(e) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

6. **Home-based Businesses.** Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Property, provided that:

(a) The occupation or business use must be conducted entirely within the single residential dwelling or appurtenances allowable under Terms, Conditions and Restrictions - Residential Dwellings.

(b) The use of the dwelling for the home occupation shall be clearly incidental and subordinate to the use of the dwelling for residential purposes.

7. **Residential Dwellings.** No single residential dwellings exist on the Property.

8. **Subdivision.** It is the intention of Grantor to protect the open space values of the Property. Accordingly, subdivision of land is prohibited

9. **Maximum Impervious Surface Coverage.** The total surface coverage of impervious surfaces on the Property shall be subject to the limitations defined below.

(a) Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of storm water directly into the soil, including, but not limited to, buildings, roofs, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.

(b) The total surface coverage of the Property by all impervious surfaces, including structures associated with agricultural uses, driveways and parking areas, shall not exceed 50,000 square feet, which is less than 2% of the total Conservation Easement area.

10. Removal of Natural Resources. Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Easement, are in accordance with a conservation plan, do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction of minerals, oil, gas or any other hydrocarbon substance from the surface of the Property is prohibited.

11. Management of Woodland Resources. Easement property with contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area will have a Forest Management Plan. The agricultural use of timber and woodland products on the Property is permitted under a current forest management plan subject to approval by the Grantees.

The use of timber and woodland products of not more than one percent (1%) in any two-year period on site is permitted without a Forest Management Plan and will not require acceptance by the Grantees.

Forest Management Plan shall not be required for the following permitted non-commercial activities and do not require prior approval of the Grantees:

(a) removal of trees posing an imminent hazard to the health or safety of persons or livestock;

(b) cutting of trees for firewood, or for other domestic uses of Grantor;

(c) cutting of trees for the construction or maintenance of permitted structures or landscaping within the Residential Area or for access otherwise permitted in this Easement;

(d) removal of trees for the maintenance or the improvement to existing pastures or fence lines;

(e) removal of invasive species both plant and insect.

The Grantor reserves the right to remove all trees on a portion of the Protected (eased) Property as indicated in the Baseline Documentation that has a Conservation Value of qualifying soil (prime, unique, state, locally important soils, etc.), but was forested at the time this Deed of Conservation Easement was recorded. Such tree removal shall be carried out under a Conservation Plan.

Forest management and timber harvesting activities must be carried out in accordance with all applicable local, State, Federal, and other governmental laws and regulations and be consistent with this Deed of Conservation Easement and the protection of Conservation Values of the Property.

Such forest management and timber harvesting must be performed in accordance with a written Forest Management Plan consistent with this Conservation Easement Deed prepared and signed by a licensed professional forester. The Grantees will approve the plan to ensure it is consistent with the agricultural conservation value of the easement. Said plan must have been prepared not more than 10 years prior to the date any harvesting is expected to commence.

12. Other Construction. Except as specifically permitted above, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or facility on or above the premises. Existing roads as identified in the Baseline Documentation Report may be maintained and repaired in their current state. New roads may be constructed only if they are necessary for agricultural operations on the Property. Macadam and pavement, gravel and stone driveways, and parking areas are subject to the impervious surface limitations referenced above.

13. Fences. Existing fences may be repaired and replaced and new fences may be built on the Property as necessary for agricultural operations on the Property, including customary management of livestock and to delineate the boundary of the Property.

14. Signs. Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

15. Wastes. Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines or other material on the Property is prohibited. However, composting of biodegradable material used or produced on the Property to improve gardens and pastures on the Property is permitted so long as composting and its application is consistent with a Conservation plan.

16. Utilities. Grantor shall not sell, lease or grant an easement covering any portion of the Property where such sale, lease or easement is for the purpose of construction and installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers. Grantor may install utilities necessary for the permitted residential and agricultural structures.

17. Streams, Wetland and Water Bodies. There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity or which could alter natural water level and/or flow in or over the Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and allow the reasonable use of the available water of the Property for agricultural purposes permitted by this easement. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property shall be considered an agricultural use. Expansion and construction of ponds and structures shall be in accordance with the conservation plan. Farm ponds shall not exceed two (2) acres in area.

II. GENERAL PROVISIONS

1. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

2. Rights of the Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee or its agent by this Easement:

(a) To preserve and protect the Conservation Values of the Property;
(b) To enter upon the Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantees shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to General Provision - Grantees' Remedies.

3. Grantee Notification/Approval. Grantor reserves for himself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of Grantee.

4. Grantees' Remedies.

(a) Notice of Violation: Corrective Action. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) Injunctive Relief. The Grantee, its successors or assigns, jointly or severally shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. Grantees' rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees, and costs or restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Easement against third party shall be borne by Grantee.

(d) Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's' rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5. Acts beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantees to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantees have the right to pursue enforcement action against the responsible parties.

6. Costs, Legal Requirements and Liabilities. Grantor, his heirs, successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

7. Control. Nothing in this Easement shall be construed as giving rise to any right or ability of Grantees to exercise physical or managerial control over the day-to-day operations of the Property, or any responsibility to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

8. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

9. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: an injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection.

10. Environmental Warranty. "Environmental Law" " or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that he is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.

Grantor warrants that he has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property exceeding regulatory limits. Moreover, Grantor hereby promises to indemnify and hold harmless the United States against all costs, claims, demands, penalties and damages, including reasonable attorney fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantors' indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

11. Proceeds for Extinguishment. The conveyance of this Easement gives rise to a property right immediately vested in the Grantee. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. At the date the Conservation Easement was purchased, the proportionate values were as follows: Grantor is 80% of the appraised fair market value of the subject Property. Grantee is 20% of the appraised fair market value of the subject Property.

In making this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

12. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to compensation at not less than the fair market value of the Property determined without regard to the existence of the Easement. Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Property, shall notify the Grantee in writing, within fifteen (15) days of receipt of said notification.

13. Assignment. This Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. In the event that the HCFPB ceases to operate or exist, the rights of the Grantee under this Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (WV Code 20-12-1, et seq., 1995).

Any Co-holder to the Easement may assign its rights and obligations under the Easement only with the written approval of both the Grantee and the Grantor.

The Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the Easement was originally intended to advance. The transfer of the easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantor.

14. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

15. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

16. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantor:

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To Grantee: HARRISON COUNTY FARMLAND PROTECTION BOARD
301 W. MAIN STREET
CLARKSBURG, WV 26301

or to such other address as either party from time to time shall designate by written notice to the other.

17. Recordation. Holder shall record this instrument in timely fashion with the Office of the Clerk of Harrison County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

18. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor, Grantee is free to jointly amend this Easement; provided that no amendment shall be allowed that will invalidate this Easement or be inconsistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.

19. Other Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia.

(b) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.

(d) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(e) Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

(f) Subordination. Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.

(g) Title Warranties. Grantor warrants that Grantor has good title to the Property; that Grantor has the right to convey this Easement, and that the Property is free and clear of any encumbrances.

(h) Merger. If Grantee at some future time acquire the underlying fee title in the Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate. The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the conservation easement deed set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the local grantee, or any successor or assignee will be deemed to eliminate these conservation easement terms, or any portion thereof, pursuant to the doctrine of "merger" or any other legal doctrine.

DECLARATION OF CONSIDERATION OF VALUE.

The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to Federal, state and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

_____

Date

GRANTEE:

Harrison County Farmland Protection Board

signature

Date

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Appraisers' Qualifications

Derek R. Molen and Tyler R. Satterfield specialize in appraisals and valuation services relating to acquisitions and dispositions by governmental and quasi-governmental entities. Areas of focus include condemnation, eminent domain, right-of-way acquisitions, excess property dispositions, and conservation, along with litigation support and expert witness testimony. Together, Mr. Molen and Mr. Satterfield boast over 25 years of professional real estate experience. They have continued to expand their industry expertise through exposure to various market segments while pursuing specialized knowledge and education. Both Mr. Molen and Mr. Satterfield hold the SRA designation of the Appraisal Institute and the R/W-AC (Right-of-Way Certification) of the International Right of Way Association, and both have completed the Appraisal Institute's Professional Development Programs in *Litigation* and *Valuation of Conservation Easements*. Experience includes a wide variety of property types and a broad range of unique and complex valuation scenarios. Together, Mr. Molen and Mr. Satterfield are licensed in eight states (PA, MD, DE, WV, TN, GA, KY, OH, and NY). Their breadth of experience allows Mr. Molen and Mr. Satterfield to incorporate best practices from across the appraisal and right-of-way professions.

Professional references are available upon request.

Tyler R. Satterfield, SRA, R/W-AC
Tyler@VistaRSI.com
570.772.7823

Derek R. Molen, R/W-AC, SRA, CDEI
Derek@VistaRSI.com
717.226.4160

P.O. Box 343, Lawrenceville, PA 16929

Appraisers' WV License Information



State of West Virginia
WV Real Estate Appraiser Licensing & Certification Board
This is to certify that
Certified General CG3339
Expiration: 9/30/2024
Tyler R Satterfield
PO Box 343
Lawrenceville, PA 16929
has met the requirements of the law, and is authorized to appraise real estate and real property in the State of West Virginia.

Executive Director



State of West Virginia
WV Real Estate Appraiser Licensing & Certification Board
This is to certify that
Certified General CG2805
Expiration: 9/30/2024
Derek R Molen
P O Box 343
Lawrenceville, PA 16929
has met the requirements of the law, and is authorized to appraise real estate and real property in the State of West Virginia.

Executive Director

Partial Client List (Direct and Indirect)

Pennsylvania Turnpike Commission (PTC)
Century Engineering / Kleinfelder
Appraisal Review Specialists, LLC
West Virginia Division of Highways (WVDOH)
ALROWS, LLC
State College Borough
Columbia County Housing and Redevelopment Authorities (CCHRA)
Georgia Department of Transportation (GDOT)
Maryland Department of Transportation State Highway Administration (SHA)
Law Offices of Cory A. Leshner, LLC
Pennsylvania Power & Light Company (PP&L)
Natural Lands Trust
HMI Technical Solutions, LLC
Delaware Department of Transportation (DelDOT)
Pennsylvania Fish & Boat Commission (PFBC)
Keystone Acquisition Services Corporation
Commonwealth Commercial Appraisal Group
Allegheny County Sanitary Authority (ALCOSAN)
Clearfield-Jefferson Counties Airport Authority
U.S. Department of Transportation - Federal Aviation Administration (FAA)
Pennsylvania Department of Conservation and Natural Resources (DCNR)
The Nature Conservancy
United States Department of Agriculture (USDA)
Ohio Department of Transportation (ODOT)
U.S. Department of the Interior; Appraisal and Valuation Services Office (AVSO)
The Merrill W. Linn Land & Waterways Conservancy
Carlisle Borough (Cumberland County, PA)

Notable Appraisal and Appraisal Review Assignments

National Park Service Acquisitions
State Park Land Conversions
Conservation Easements
Multi-Modal Transit-Oriented Development Projects
Waterfront Office and Transportation Center
200-Acre State Hospital Campus for Redevelopment Considerations
Partial Building Demolitions
Complex Partial Acquisitions w/ Significant Changes in Highest & Best Use, Access, Parking, etc.
Excess Property Dispositions
Outdoor Advertising Devices (OADs, a.k.a. Billboards)
Rural Recreational and Trophy Residential Properties
FAA Airport Runway Improvement Project
High-Voltage Transmission Line Damage Studies
Damage Analysis for Subterranean Sewage Easements

Professional Qualifications
Tyler R. Satterfield, SRA, R/W-AC

I am a Designated Member of the Appraisal Institute, (SRA Designation) and have completed the Appraisal Institute Professional Development Programs in *Litigation* and *Valuation of Conservation Easements*. I started my appraisal career in 2015 as a Licensed Appraiser Trainee, and I have since separately achieved both Certified Residential and Certified General Appraiser, as well as the Right of Way Appraisal Certification (R/W-AC) of the International Right of Way Association. Throughout my career, I have completed appraisal assignments for various property types such as outdoor advertising device sites, commercial warehousing, mixed-use, recreational/trophy properties, flood hazard locations, single-unit and multi-unit residential, hobby farms, vacant land, offices, and industrial buildings. Each report was completed in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Appraisal Standards for Federal Land Acquisitions, and other applicable guidelines and regulations, such as eminent domain codes, agency right-of-way manuals, and the Uniform Act. I have completed various appraisal and appraisal review assignments for eminent domain takings in multiple states.

Relevant Work History

Vista Realty Services, Inc. – President (2016 – current) Multi-State Appraisal Firm Duties also include managing the daily operations of the business, client recruitment, implementing time and cost saving initiatives, and employee development.

Pennsylvania Department of Transportation – Montoursville (May 2021-May 2022) Staff Appraiser Various assignments related to eminent domain takings within the Commonwealth. I have completed assignments in the rural northern tier of Pennsylvania as well as the urban/suburban areas of Harrisburg, York, and Lancaster. Some complex assignments include: highest and best use of an outdoor advertising device site with easement interest to erect billboards; partial and total acquisitions; and before and after appraisals including partial building removals.

Reeser Appraisals, LLC. – Greater Williamsport Area (January 2015 – June 2020) Staff Appraiser Completed various appraisal assignments. I completed my residential and commercial apprenticeship and obtained the SRA Designation of the Appraisal Institute while contracted at Reeser Appraisals. Reeser Appraisals offered appraisal services for mortgage lending/collateral, estate planning, estate settlement, tax appeals, and other appraisal services/consulting.

Current Appraisal Certifications

PA: GA004445 DE: X1-001758 MD: 34676 OH: 2023001718 GA: 424142 TN: 6226 NY: 46000054180 WV: CG3339

Professional Memberships, Affiliations, Certifications, and Designations

Designated Member, Appraisal Institute, SRA Designation
Board of Directors, Appraisal Institute Keystone Chapter
Completed *Valuation of Conservation Easements* Professional Development Program
Completed *Litigation* Professional Development Program
Vice President-Elect, Appraisal Institute Keystone Chapter
Candidate for Additional Designations

Professional Memberships, Affiliations, Certifications, and Designations (Continued)

Certified Member, International Right of Way Association
R/W-AC (Right of Way Appraisal Certification)
Candidate for SR/WA (Senior Right of Way Agent Designation)

FAA Licensed Remote (Drone) Pilot - Small Unmanned Aircraft System Certificate # 4816257

Education

Lock Haven University of Pennsylvania
Bachelor of Science, Accounting - 2008

Specialized Coursework (Partial List)

Residential Market Analysis and Highest & Best Use – July 2015
Residential Sales Comparison and Income Approaches – July 2015
Residential Site Valuation and Cost Approach – July 2015
Residential Report Writing and Case Studies – July 2015
Real Estate Finance, Statistics and Valuation Modeling – July 2015
Advanced Residential Applications & Case Studies Part 1- Sept. 2016
Advanced Residential Report Writing Part 2 – Sept. 2016
General Appraiser Sale Comparison Approach – January 2017
General Appraiser Income Approach Part 1 – July 2017
General Appraiser Income Approach Part 2 – July 2017
General Appraiser Report Writing – May 2018
Solving Land Valuation Puzzles – May 2018
General Appraiser Market Analysis and Highest & Best Use – July 2018
Developments in Green Valuation – September 2018
General Appraiser Site Valuation & Cost Approach – October 2018
Introduction to Green Building: Principles & Concepts – October 2018
Residential & Commercial Valuation of Solar – April 2019
Valuation Resources and Photovoltaic Systems – April 2019
The Appraiser as an Expert Witness: Preparation and Testimony – October 2019
Condemnation Appraising: Principles and Applications – July 2021
Contract or Effective Rent: Finding the Real Rent – November 2021
Valuation by Comparison: Residential Analysis and Logic – February 2022
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) –July 2022 & Nov. 2022
Valuation of Conservation Easements and Other Partial Interests in R.E. – June 2022
Introduction to Commercial Appraisal Review – June 2022
Litigation Appraising: Specialized Topics and Applications – October 2022
Complex Valuation – December 2022
Valuation of Partial Acquisitions – March 2023
Valuation of Conservation Easements – June 2023

Professional Qualifications
Derek R. Molen, R/W-AC, SRA, CDEI

Derek R. Molen, R/W-AC, SRA, has been a practicing real estate professional since 2005, working within the field of real property valuation since 2014. He has developed and cultivated a specialization in right-of-way valuation since 2016. Mr. Molen holds both the SRA designation of the Appraisal Institute and the R/W-AC (Right of Way Appraisal Certification) of the International Right of Way Association; he is a Certified PEAK Instructor (International Right of Way Association), and he also holds the Certified Distance Education Instructor (CDEI) credential of the International Distance Education Certification Center. He has experience in the valuation of a wide variety of commercial, industrial, special-purpose, and residential property types for total and partial acquisitions, dispositions, and easement impositions, including before & after valuations and complex damage analyses. Mr. Molen has performed valuations for both public and private entities, municipal authorities, attorneys, lenders, property owners, utility companies, and others. Mr. Molen is currently pre-qualified to perform appraisal and/or appraisal review services for the Pennsylvania Turnpike Commission, Pennsylvania Department of General Services, West Virginia Division of Highways, Delaware Department of Transportation, Maryland State Highway Administration, Tennessee Department of Transportation, and Ohio Department of Transportation.

Relevant Work History

Vista Realty Services, Inc: Pennsylvania and surrounding multi-state region (2022 – current). Vice President. Responsible for business development, contracting/subcontracting, research, development, and review of real estate appraisals, and related tasks for a regional appraisal company.

Pennsylvania Department of Transportation (PennDOT): Harrisburg, Pennsylvania (2019 – 2021). Staff Appraiser. Responsible for research and development of real estate appraisals and related tasks for property acquisitions and dispositions by Pennsylvania Department of Transportation. Provided professional guidance to Office of Chief Counsel, engineers, consultants, administrators, and others involved in the acquisition process.

C.F. Appraisal & Consulting: Carlisle, Pennsylvania (2016 – 2019). Staff Appraiser. Responsible for research and development of real estate appraisals and related tasks for a regional appraisal company. Achieved PA General Appraiser certification effective March 4, 2019.

J & J Appraisals: Enola, Pennsylvania (2015 - 2016). Licensed Appraiser Trainee. Responsible for research and development of residential real estate appraisals and related tasks for a regional appraisal company.

Independent Real Estate Salesperson: Harrisburg, Pennsylvania, and surrounding areas (November 2005 - December 2016). Geographic coverage included all of South-Central Pennsylvania, with a variety of properties sold in 10 regional counties. $50M+ in career sales volume; received numerous awards for sales performance and customer service.

Professional Memberships, Affiliations, Certifications, and Designations

Appraisal Institute – Designated Member, SRA Designation
Candidate for Additional Designations
Completed *Valuation of Conservation Easements* Professional Development Program
Completed *Litigation* Professional Development Program
Education Chair, Appraisal Institute, Keystone Chapter

International Right-of-Way Association – Certified Member
R/W-AC (Right-of-Way Appraisal Certification)
Certified PEAK Instructor
Candidate for SR/WA Designation

International Distance Education Certification Center
Certified Distance Education Instructor (CDEI)

FAA Licensed Remote (Drone) Pilot - Small Unmanned Aircraft System Certificate # 4816254

Current Appraisal Certifications

PA: GA004424	DE: X1-001757	MD: 34635	OH: 2022007934
KY: 282626	GA: 423000	TN: 6352	WV: CG2805

Education

Thomas Edison State University
Bachelor of Science in Business Administration (General Management) – 2018

Litigation Support and Expert Witness Testimony

Mr. Molen has provided expert witness testimony in a bench trial before the Dauphin County Court of Common Pleas. He has consulted with and provided litigation support services to attorneys and legal staff in numerous valuation-related matters.

Publications

Hey! Don't Leave! The "Right Way" to Turn in a Business Downturn

The Appraiser is a Storyteller
Co-Authored with Michael J. Rohm, MAI, CCIM, R/W-AC

Understanding Right-of-Way Appraisals
Webinar presented on behalf of McKissock Education

Specialized Coursework (Partial List)

Real Estate Finance, Statistics, and Valuation Modeling
Residential Site Valuation and Cost Approach
Residential Market Analysis and Highest & Best Use
Residential Sales Comparison and Income Approach
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
General Appraiser Market Analysis and Highest & Best Use
General Appraiser Income Approach Part I
General Appraiser Income Approach Part II
General Appraiser Report Writing and Case Studies
Appraising for the AVSO and Other Federal Agencies
Introduction to Expert Witness Testimony for Appraisers
Marcellus Shale: Effects of Energy Resource Operations on Residential Property Value
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
The Basics of Expert Witness for Commercial Appraisers
Complex Properties: The Odd Side of Appraisal
Income Approach Case Studies for Commercial Appraisal
Commercial Land Valuation
Appraising Small Apartment Properties
Appraisal of Owner-Occupied Commercial Properties
Intermediate Income Approach Case Studies for Commercial Appraisers
Residential Appraisal Review and USPAP Compliance
Rural Valuation Basics
Easement Valuation
Complex Litigation Appraisal Case Studies
Litigation Assignments for Residential Appraisers: Doing Expert Work on Atypical Cases
Excel Applications for Valuation
Valuation of Partial Acquisitions
Reviewing Appraisals in Eminent Domain
Valuation of Conservation Easements and Other Partial Interests in Real Estate
Advanced Residential Applications and Case Studies
Advanced Residential Report Writing
Foundations of Federal-Aid Highway Program Appraisals
The Appraiser as an Expert Witness: Preparation and Testimony
Litigation Appraising: Specialized Topics and Applications
Complex Valuation
IRWA PEAK Instructor Development Training
Valuation of Conservation Easements

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF FROM THE DEPARTMENT OF ENERGY FOR THE 2024 E EFFICIENT CONSERVATION BLOCK GRANT (EECBG) – ELECTRIC ALL-TERRAIN VEHICLE TO MAINTAIN HARRISON COUNTY RAIL TRAILS; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID APPLICATION; COMMITTING SUFFICIENT WORK FORCE TO OPERATE AND MANAGE ALL EQUIPMENT AND OTHER ITEMS REQUESTED

WHEREAS, the Harrison County Commission participated in the 2024 Department of Energy – Energy Efficient Conservation Block Grant to purchase 2 Electric All-Terrain Vehicle for the Maintenance Department for a multi-use vehicle to maintain Harrison County Rail Trails, and

WHEREAS, the Harrison County Commission has determined that this project is eligible for the 2024 Energy Efficient Conservation Block Grant, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution authorizing and directing the filing of an application for participation in the 2024 Department of Energy – EECBG program, and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all special conditions and assurances contained in, and made a part of, said 2024 Energy Efficient Conservation Block Grant, and

WHEREAS, it is required that the Harrison County Commission appoint an official representative of the Harrison County Commission to administer said program and to provide all additional information required by the State government, and

WHEREAS, it is required that the Harrison County Commission commits sufficient work force to operate and manage all equipment and other items requested.

NOW, THEREFORE, BE IT RESOLVED, by the Harrison County Commission that:

1. The Harrison County Commission authorizes the acceptance of funds from the 2024 Department of Energy – Energy Efficient Conservation Block Grant (EECBG), in the amount of $76,780 with the proper official and said application shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said application and made a part of said Resolution as if set forth herein.

3. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the Department of Energy.

4. The Harrison County Commission hereby commits sufficient work force to operate and manage all equipment and other items.

PASSED by the Harrison County Commission on this the 5th day of February, 2025.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

A RESOLUTION
AUTHORIZING THE APPLICATION FOR FUNDS FROM THE FY2026 WEST VIRGINIA COMMUNITY CORRECTIONS FUND FOR THE HARRISON COUNTY COMMUNITY CORRECTIONS PROGRAM; ADOPTING ALL SPECIAL CONDITIONS AND ASSURANCES CONTAINED IN SAID GRANT; APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION TO ADMINISTER SAID PROGRAM

WHEREAS, the Harrison County Commission wishes to participate in the West Virginia Community Corrections Program, and

WHEREAS, the Community Corrections Program of Harrison County is important for the County's criminal justice services, and

WHEREAS, the Harrison County Commission has determined that this project is eligible for West Virginia Community Corrections funding, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution to file an application to the West Virginia Community Corrections Program for the continued operation of the community corrections program, and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all understandings and assurances contained in, and made a part of, said West Virginia Community Corrections Program Grant, and

WHEREAS, it is required that the Harrison County Commission appoint an official representative of the Harrison County Commission to administer said program and to provide all additional information required by the State government, and

WHEREAS, it is required that the Harrison County Commission commit funds to the project.

NOW, THEREFORE, BE IT RESOLVED, by the Harrison County Commission that:

1. The Harrison County Commission authorizes the application for funds from the West Virginia Community Corrections Fund in an amount not to exceed **$250,000** and said program shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission hereby commits 30% match required in the application for the project.

3. The Harrison County Commission considers and adopts that certain document entitled *"Special Conditions and Assurances"* as contained in said grant and made a part of said Resolution as if set forth herein.

4. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Community Corrections Grant, including providing necessary additional information to the State government.

PASSED by the Harrison County Commission on this the 5th day of February 2025.

_____

Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____

John Spires, County Clerk

A RESOLUTION AUTHORIZING THE APPLICATION FOR FUNDS F
WV JUSTICE REINVESTMENT INITIATIVE TREATMENT SUPER
GRANT PROGRAM; ADOPTING ALL SPECIAL CONDITIONS AND
ASSURANCES CONTAINED IN SAID GRANT;
APPOINTING THE PRESIDENT OF THE HARRISON COUNTY COMMISSION
TO ADMINISTER SAID PROGRAM

WHEREAS, the Community Corrections Program of Harrison County is important for the County's criminal justice services, and

WHEREAS, the Harrison County Commission will participate in the Justice Reinvestment Act - Treatment Supervision Implementation Program through West Virginia Division of Justice and Community Services, and

WHEREAS, by the terms and provisions of said program, it is necessary for the Harrison County Commission to adopt an official resolution to file an application to the West Virginia Division of Justice and Community Services to develop the capabilities of the community corrections program, and

WHEREAS, the Harrison County Commission is also required to adopt by official resolution all understandings and assurances contained in, and made a part of, said West Virginia Division of Justice and Community Services program, and

WHEREAS, it is required that the Harrison County Commission appoint an official representative of the Harrison County Commission to administer said program and to provide all additional information required by the State government, and

NOW, THEREFORE, BE IT RESOLVED, by the Harrison County Commission that:

1. The Harrison County Commission authorizes the application for funds from the WV Justice Reinvestment Initiative Treatment Supervision Grant Program and the West Virginia Division of Justice and Community Services in the amount not to exceed **$120,000** and said program shall be in proper form and comply with all federal, state, and local laws.

2. The Harrison County Commission hereby appoints the President of the Harrison County Commission to serve as the official representative of the Harrison County Commission in administering said Grant, including providing necessary additional information to the State government.

PASSED by the Harrison County Commission on this the 5th day of February 2025.

_____
Susan J. Thomas, President
Harrison County Commission

ATTEST:

_____
John Spires, County Clerk

A-1

United States of America

State of West Virginia **County**

Clerk's Fiduciary Report

Estate from Wednesday, January 8, 2025, through Tuesday, January 14, 2025

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

On, Wednesday, January 8, 2025, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **JANE LEE ROBINSON**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

WILLIAM JOSEPH HYMAN, who was named in the last will and testament of **JANE LEE ROBINSON**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

The last will and testament of **HARRIET LEE ROBERTSON**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

PATRICIA E ROBERTSON, who was named in the last will and testament of **HARRIET LEE ROBERTSON**, deceased, as ANCILLARY ADMINISTRATOR thereof, qualified as such. No bond was required.

The last will and testament of **WALTER JAMES MAY**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

JUDITH KAY MAY, who was named in the last will and testament of **WALTER JAMES MAY**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

On, Thursday, January 9, 2025, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **LOUIE BELCASTRO**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

ANITA KAY BALLARD, who was named in the last will and testament of **LOUIE BELCASTRO**, deceased, as CO EXECUTRIX thereof, qualified as such. No bond was required.
ERIC MIKER, who was named in the last will and testament of **LOUIE BELCASTRO**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.

On, Monday, January 13, 2025, the following matters were disposed of in the presence of the Clerk:

A duly exemplified copy of the last will and testament of **WALTER WELLBROCK SR**, deceased, late a resident of CITRUS, FLORIDA, was admitted to record.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **DIANA LYNN ROBINSON** was appointed and qualified as ADMINISTRATRIX of the estate of **SHARON MARIE SPARKS**, deceased. Bond was 255,000.00.

On, Tuesday, January 14, 2025, the following matters were disposed of in the presence of the Clerk:

The last will and testament of **GERALD FRANKLIN BICE**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

MATTHEW B BICE, who was named in the last will and testament of **GERALD FRANKLIN BICE**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

The last will and testament of **RONALD KAYE SHULL**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

JANET KAY SHEPHERD, who was named in the last will and testament of **RONALD KAYE SHULL**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **RUTH ANN CRANFORD**, deceased, late a resident of PINELLAS, FLORIDA, was admitted to record.

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **TOMEEKA JO LANGER** was appointed and qualified as ADMINISTRATOR of the estate of **CLARENCE MURRAY**, deceased. No bond was required.

A-2

United States of America

State of West Virginia **County**

Clerk's Fiduciary Report

Estate from Wednesday, January 15, 2025, through Tuesday, January 21, 2025

The County Commission of Harrison County this day proceeded to examine the report of the Clerk of the Commission of the Fiduciary and Probate matters had before his during the vacation of the Commission, and it appearing to the Commission that all of the proceedings had therefore ordered that the said report and matters thereto contained be and the same is hereby ratified and confirmed. Said report is in words and figures as follows, to-wit:

On, Wednesday, January 15, 2025, the following matters were disposed of in the presence of the Clerk:

More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **MARCIA JOY DAY** was appointed and qualified as ADMINISTRATOR of the estate of **BETTY WESLEY**, deceased. Bond was 50,000.00.

B-1

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

MICHAEL C. HARRIS,
EXECUTOR OF THE ESTATE

REPORT OF CLAIMS
AND
WAIVER OF FINAL SETTLEMENT

OF ///

ROBERT EURIS HARRIS,
DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Report of Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and Waiver of Final Settlement of the **Estate of Robert Euris Harris,** deceased.

Your Commissioner, who has before him the Affidavit and Waiver of Final Settlement which is duly signed and notarized by the personal representative and all heirs, beneficiaries, and distributees of the **Estate of Robert Euris Harris,** deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended, respectfully reports:

That this estate was referred to Norman T. Farley, Fiduciary Commissioner, on **December 20, 2023**; that your Commissioner approved the appraisement of said estate and caused the same to be recorded in the Office of this Commission; and a copy was forwarded to the Tax Commissioner for West Virginia; and,

That pursuant to Article 2, Chapter 44 of the West Virginia Code, as amended, the **7th day of April, 2024**, was appointed by the County Commission as the day to receive on or before that date proofs of claim against said estate at your Commissioner's law office located at 917 W. Main Street, Bridgeport, West Virginia 26330, and notice was given thereof to the creditors and beneficiaries of the estate by publishing notice in the manner and form prescribed by law in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, once each week for two successive weeks, said publication having been made on the **7th and 15th days of February, 2024**; and,

That there were no contingent or unliquidated claims or claims not matured against said estate that were presented to or proven before your Commissioner, and that no

necessity exists to reserve any funds in the hands of the personal representative to meet the same; and,

That your Commissioner has concluded the hearing and thereafter said personal representative submitted the attached Affidavit and Waiver of Final Settlement duly executed by the personal representative and all heirs, beneficiaries, and distributees of the **Estate of Robert Euris Harris**, deceased, as provided in Chapter 44, Article 2, Section 29 of the West Virginia Code, as amended; and

Your Commissioner further reports that the name of the personal representative was included in a list of all fiduciaries whose accounts were then before him for settlement, which list was prepared by him and caused by him to be published once a week for two successive weeks, as required by law, said publication having been made on the **10th and 17th days of January, 2025**, in the Clarksburg Exponent-Telegram, a newspaper published and of general circulation in Harrison County, West Virginia, and upon completion of said publication, your Commissioner proceeded to make this final Report for the settlement of the accounts of said personal representative.

This Report and attached Affidavit and Waiver of Final Settlement, filed herewith and expressly made a part hereof, may be filed as the final report of **Michael C. Harris, Executor of the Estate of Robert Euris Harris, deceased.**

GIVEN under my hand this 22nd day of January, 2025.

Norman T. Farley
Fiduciary Commissioner
Harrison County, West Virginia

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,MICHAEL C HARRIS, personal representative(s) in the estate of ROBERT EURIS HARRIS after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

MICHAEL C HARRIS Michael C Harris (L.S.)
EXECUTOR

STATE OF North Carolina COUNTY OF Wake

The foregoing instrument was acknowledged before me this 18th day of December, 2024

My Commission expires: April 23, 2029 John E Harker
Notary Public

JOHN E. HARKER NOTARY PUBLIC WAKE COUNTY, NC

MICHAEL C HARRIS Michael C Harris (L.S.)
SON

STATE OF North Carolina COUNTY OF Wake

The foregoing instrument was acknowledged before me this 18th day of December, 2024

My Commission expires: April 23, 2029 John E Harker
Notary Public

JOHN E. HARKER NOTARY PUBLIC WAKE COUNTY, NC

DAVID W HARRIS (L.S.)
SON

STATE OF Florida COUNTY OF Clay

The foregoing instrument was acknowledged before me this 23 day of December 2024

My Commission expires: 1-30-2027
Notary Public

Notary Public State of Florida
Alberte Garcon
My Commission HH 355652
Expires 1/30/2027

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____day of _____, _____.

_____ By _____

John R Spires
Clerk of the Harrison County Commission

Micah Fisher
Deputy Clerk

B-2

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

ROBERT J. PEVLER,
ADMINISTRATOR CTA OF THE ESTATE

OF **/ / /** **REPORT OF CLAIMS**
AND
FINAL SETTLEMENT

DOLORES LEE BRADLEY,
DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

The Report of Claims and Final Settlement of the accounts of Robert J. Pevler, Administrator CTA of the Estate of Dolores Lee Bradley, deceased, was made before me, Norman T. Farley, Fiduciary Commissioner for Harrison County, West Virginia, and reported as follows:

(SEE ATTACHED ACCOUNTING)

Your Commissioner certifies that pursuant to the requirements of the West Virginia Code, as amended, the County Commission appointed the 3rd day of November, 2024, as the time and place for the presentation of claims against said estate and that it gave notice thereof to the creditors and beneficiaries of said estate by publication in the Clarksburg Exponent-Telegram on the 4th and 11th days of September, 2024, the time so fixed being according to law; and that no claims had been filed against the estate.

Your Commissioner certifies that the estate was referred to him as Fiduciary Commissioner on the 16th day of April, 2024.

Your Commissioner certifies that the name of Robert J. Pevler, Administrator CTA of the Estate of Dolores Lee Bradley, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 6th and 13th days of December, 2024, in the Clarksburg Exponent- Telegram, as required by law.

Whereupon, your Commissioner proceeded to make up this Report, in manner and form as prescribed by the West Virginia Code, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Final Settlement of the accounts of said fiduciary; that the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; that ten (10) days having elapsed since said notice was given, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this the 22nd day of January, 2025.

Norman T. Farley
Fiduciary Commissioner
Harrison County, West Virginia

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

LONG FORM SETTLEMENT

ESTATE OF DOLORES LEE BRADLEY, deceased

Date of Death: December 18, 2023

By: ROBERT J. PEVLER, Administrator of the Estate

RECEIPTS

Item 1 - Real Property:	
Harrison 1-108-0036 0000 0000	$270,000.00 (in kind)
Item 2 - Tangible Personal Property:	
2014 Subaru Legacy	$ 9,000.00 (in kind)
Home contents	3,000.00 (in kind)
Item 3- Bonds and Securities:	
None	
Item 4 - Shares of Stock:	
None	
Item 5 - Money, Bank Accounts, CDs, etc.:	
Huntington Account	$604,487.16
Huntington Investment Co.	130,499.31
NY Life Annuity	80,107.74
WV Treasurer (state tax return)	225.00
5a - Any interest accumulated since death:	144.55
Item 6 - All other Assets not hereinbefore mentioned:	

If any money was advanced to the estate for payment of bills, indicate the amount and by whom it was advanced.

Donna McGlone	743.65
Romain Romain & Pevler PLLC	3,297.50
Total Receipts	$1,101,504.91

DISBURSEMENTS

Court costs (Fees, Bond, Recordings, etc.)	$ 3,646.50
Attorney fees (if any)	0.00
Personal representative compensation	29,999.99
Funeral costs	14,506.53
Accountant	295.00
Bank fees	20.21
Federal taxes	1,215.00
Harrison County Sheriff (property taxes due)	1,857.08
Harrison County EMS	255.00
Donna McGlone (return of advancements)	743.65
Romain Romain & Pevler PLLC (return of advancements)	3,297.50
Total Disbursements	$ 55,836.46

TOTAL RECEIPTS:	$1,101,504.91
LESS TOTAL DISBURSEMENTS:	55,836.46
BALANCE FOR DISTRIBUTION	**$1,045,668.45**

PROPOSED DISTRIBUTION OF ESTATE:

List the Beneficiaries of the Estate, their relationship to the Deceased, and the amounts they are to receive. If the property is to be given in kind, for example, a car, indicate that and give the appraised value.

Donna McGlone, child	1/3 Real estate		$ 90,000.00 (in kind)
	1/3 Home contents		1,000.00 (in kind)
	Cash		257,556.15
	Subtotal	$348,556.15	
Lana Kuhl, child	1/3 Real estate		$ 90,000.00 (in kind)
	1/3 Home contents		1,000.00 (in kind)
	Cash		257,556.15
	Subtotal	$348,556.15	
Alan Bradley, child	1/3 Real estate		$ 90,000.00 (in kind)
	1/3 Home contents		1,000.00 (in kind)
	2014 Subaru Legacy		9,000.00 (in kind)
	Cash		248,556.15
	Subtotal	$348,556.15	

Total Distribution **$1,045,668.45**

VERIFICATION OF REPORT

I, Robert J. Pevler, Administrator of the Estate of Dolores Lee Bradley, deceased, do swear that the above listing is a true, correct and complete report of all receipts and disbursements made from this estate, and that I have exercised due diligence in the investigation of all and any claims against this estate, and to the best of my knowledge, state that there are no other claims due and owing against this estate.

Robert J. Pevler, Administrator

STATE OF WEST VIRGINIA
COUNTY OF MARION

Taken, subscribed and sworn to before me, the undersigned authority, this 19 day of November, 2024.

Notary Public

My commission expires:
May 26, 2025

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Jheri Helmick
129 Lockview Avenue
Fairmont, WV 26554
My Commission Expires May 26, 2025

United States of America

State of West Virginia **County of Harrison, ss:**

Report of Receipts, Disbursements and Distribution; Affidavit Notice

This day ROBERT J PEVLER reported to the Court a Report of Receipts, Disbursements and Distribution; Affidavit for the estate of DOLORES LEE BRADLEY, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of the Harrison County Commission on the 24th day of January, 2025 and said estate was presented to this Court on the _____ day of _____, _____, further it appearing to the Court that more than (10) days have lapsed since the date the report was filed with the Clerk of the Harrison County Commission and no objections being made thereto and no errors appearing upon the face thereof and none appearing to the Court and the Court being satisfied that all requirements of the statute in regard to such settlement have been complied with, same being deemed correct and ordered to be recorded and filed.

I, John R Spires, Clerk of the Harrison County Commission, do certify that the aforesaid Report of Receipts, Disbursements and Distribution; Affidavit, was this day admitted to record therein.

Given under my hand on this the _____ day of _____, _____.

John R Spires
Clerk of the Harrison County Commission

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IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

LONG FORM SETTLEMENT

ESTATE OF CLAIRE C. PINDER, deceased

Date of Death: February 26, 2024

By: ROBERT J. PEVLER, Executor of the Estate

RECEIPTS

Item 1 - Real Property:	
Harrison 16-2432-0131 0000 0000	$225,000.00
Item 2 - Tangible Personal Property:	
2015 Ford Escape	$ 12,000.00 (in kind)
Home contents	1,036.78
Item 3- Bonds and Securities:	
None	
Item 4 - Shares of Stock:	
None	
Item 5 - Money, Bank Accounts, CDs, etc.:	
MVB Account	$ 5,242.47
STD Insurance Payments	1,484.23
Final pay check	114.02
Mon General refunds	31.96
Mortgage escrow account refund	688.33
Erie Insurance refunds	521.83
5a - Any interest accumulated since death:	
Item 6 - All other Assets not hereinbefore mentioned:	

If any money was advanced to the estate for payment of bills, indicate the amount and by whom it was advanced.

Robert J. Pevler	568.27
Romain Romain & Pevler PLLC	420.12
Total Receipts	$247,108.01

DISBURSEMENTS

Court costs (Fees, Bond, Recordings, etc.)	$ 448.50
Attorney fees (if any)	0.00
Personal representative compensation	11,000.00
Huntington account (negative balance)	12.93
Automobile repairs	517.15
Accountant	150.00
City of Bridgeport (water)	196.95
Erie Insurance	373.03
Hope Gas	412.20
Multi-Family Homes at Charles Pointe (HOA)	588.93
E Solutions (Electric repairs)	582.00
Real estate closing costs & mortgage payoff	192,232.11

Robert J. Pevler (return of advancements)	568.27
Romain Romain & Pevler PLLC (return of advancements	420.12
Total Disbursements	$207,502.19

TOTAL RECEIPTS:	$247,108.01
LESS TOTAL DISBURSEMENTS:	207,502.19
BALANCE FOR DISTRIBUTION	**$ 39,605.82**

PROPOSED DISTRIBUTION OF ESTATE:

List the Beneficiaries of the Estate, their relationship to the Deceased, and the amounts they are to receive. If the property is to be given in kind, for example, a car, indicate that and give the appraised value.

Galvin Adderley, cousin	2015 Ford Escape	$ 12,000.00 (in kind)
Robert L. Davis II, no relation	Bodily remains	0.00
Heather Henry, no relation	Clothing	0.00
Stephanie Burrows, no relation	Cash assets	27,605.82
Total Distribution		**$ 39,605.82**

VERIFICATION OF REPORT

I, Robert J. Pevler, Executor of the Estate of Claire C. Pinder, deceased, do swear that the above listing is a true, correct and complete report of all receipts and disbursements made from this estate, and that I have exercised due diligence in the investigation of all and any claims against this estate, and to the best of my knowledge, state that there are no other claims due and owing against this estate.

EXEC.

Robert J. Pevler, Executor

STATE OF WEST VIRGINIA
COUNTY OF MARION

Taken, subscribed and sworn to before me, the undersigned authority, this 5th day of November, 2024.

Notary Public

My commission expires:
May 26, 2025

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Jheri Helmick
129 Lockview Avenue
Fairmont, WV 26554
My Commission Expires May 26, 2025

Your Commissioner certifies that pursuant to the requirements of the West Virginia Code, as amended, the County Commission appointed the 6th day of October, 2024, as the time and place for the presentation of claims against said estate and that it gave notice thereof to the creditors and beneficiaries of said estate by publication in the Clarksburg Exponent-Telegram on the 7th and 14th days of August, 2024, the time so fixed being according to law; and that no claims had been filed against the estate.

Your Commissioner certifies that the estate was referred to him as Fiduciary Commissioner on the 21st day of June, 2024.

Your Commissioner certifies that the name of Robert J. Pevler, Executor of the Estate of Claire C. Pinder, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week for two successive weeks on the 6th and 13th days of December, 2024, in the Clarksburg Exponent- Telegram, as required by law.

Whereupon, your Commissioner proceeded to make up this Report, in manner and form as prescribed by the West Virginia Code, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Final Settlement of the accounts of said fiduciary; that the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; that ten (10) days having elapsed since said notice was given, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this the 22nd day of January, 2025.

Norman T. Farley
Fiduciary Commissioner
Harrison County, West Virginia

United States of America

State of West Virginia **County of Harrison, ss:**

Report of Receipts, Disbursements and Distribution; Affidavit
Notice

This day ROBERT J PEVLER reported to the Court a Report of Receipts, Disbursements and Distribution; Affidavit for the estate of CLAIRE C PINDER, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of the Harrison County Commission on the 24th day of January, 2025 and said estate was presented to this Court on the _____ day of _____, _____, further it appearing to the Court that more than (10) days have lapsed since the date the report was filed with the Clerk of the Harrison County Commission and no objections being made thereto and no errors appearing upon the face thereof and none appearing to the Court and the Court being satisfied that all requirements of the statute in regard to such settlement have been complied with, same being deemed correct and ordered to be recorded and filed.

I, John R Spires, Clerk of the Harrison County Commission, do certify that the aforesaid Report of Receipts, Disbursements and Distribution; Affidavit, was this day admitted to record therein.

Given under my hand on this the _____ day of _____, _____.

John R Spires
Clerk of the Harrison County Commission

B-4

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,JULIAN HOWARD HUDKINS, personal representative(s) in the estate of AGUEDA CACERES HUDKINS after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

JULIAN HOWARD HUDKINS Julian Howard Hudkins (L.S.)
EXECUTOR

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11th day of October, 2024.

My Commission expires: 12/19/2028 Melissa Willis
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Melissa Willis
Clarksburg Harrison Public Library
404 W Pike St., Clarksburg, WV 26301
My Commission Expires December 19, 2028

FORRIS LEE HOWARD HUDKINS III Forris Lee Howard Hudkins III (L.S.)
SON

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11th day of October, 2024.

My Commission expires: 12/19/2028 Melissa Willis
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Melissa Willis
Clarksburg Harrison Public Library
404 W Pike St., Clarksburg, WV 26301
My Commission Expires December 19, 2028

WILSON ORAM HUDKINS _____ (L.S.)
SON

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____ _____
Notary Public

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I, JULIAN HOWARD HUDKINS, personal representative(s) in the estate of AGUEDA CACERES HUDKINS after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County.

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a).

3. The time for filing of claims against the estate has expired.

4. No known unpaid claims exist against the estate.

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

JULIAN HOWARD HUDKINS _____ (L.S.)
EXECUTOR

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

My Commission expires _____ _____
Notary Public

FORRISTEL HOWARD HUDKINS III _____ (L.S.)
SON

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

My Commission expires _____ _____
Notary Public

AKA WILSON ORAM HUDKINS

WILSON ORAM HUDKINS _____ (L.S.)
SON

Kingdom of Spain
Province and City of Madrid
Embassy of the United States of America
} ss

~~STATE OF~~ ~~COUNTY OF~~

The foregoing instrument was acknowledged before me this 11 day of OCTOBER 2024

My Commission expires N/A _____

Notary Corinne C. Lis
Notarizing Officer
U.S. Embassy Madrid

Scanned with CamScanner

JULIAN HOWARD HUDKINS Julian Howard Hudkins (L.S.)
SON

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11th day of October, 2024.

My Commission expires: 12/19/28 Melissa Wills

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Melissa Wills
Clarksburg Harrison Public Library
404 W Pike St., Clarksburg, WV 26301
My Commission Expires December 19, 2028

AGUEDA YONI HUDKINS Oct 11, 2024 (L.S.)
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 11th day of October, 2024.

My Commission expires: 10/20/2025 Julia M Todd

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
JULIA M. TODD
610 EAST MAIN STREET
CLARKSBURG, WV 26301
My Comm. Expires October 20, 2025

BRITTANY FLOWERS DELAPLANE _____ (L.S.)
GRANDDAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____ _____

Notary Public

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____ day of _____, _____.

John R Spires
Clerk of the Harrison County Commission

By _____
Micah Fisher
Deputy Clerk

JULIAN HOWARD HUDKINS (L.S.)
SON

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____

Notary Public

AGUEDA TONI HUDKINS (L.S.)
DAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

My Commission expires: _____

Notary Public

BRITTANY FLOWERS DELAPLANE Brittany Flowers Delaplane (L.S.)
GRANDDAUGHTER

STATE OF Indiana COUNTY OF madison

The foregoing instrument was acknowledged before me this 8th day of OCT 2024

My Commission expires: 05/30/2026

Notary Public

HOLLY MICHELE HARPER
Notary Public, State of Indiana
Madison County
Commission # 713910
My Commission Expires
May 30, 2026

NOTARY PUBLIC SEAL INDIANA

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to receive interest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____ day of _____, _____.

_____ By _____

John R Spires
Clerk of the Harrison County Commission

Micah Fisher
Deputy Clerk

JULIAN HOWARD H. JOKINS (L.S.)
SON

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____

My Commission expires: _____

_____
Notary Public

AGUEDA IONE HUDKINS (L.S.)
DAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____

My Commission expires: _____

_____
Notary Public

BRITTANY FLOWERS DELAPLANE (L.S.)
GRANDDAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____

My Commission expires: _____

_____
Notary Public

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign

State of West Virginia, County of Harrison, to-wit:

I, John R. Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this ____ day of _____

_____ By _____

John R. Spires
Clerk of the Harrison County Commission

Micah Fisher
Deputy Clerk

Scanned with CamScanner

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I, JULIAN HOWARD HUDKINS, personal representative(s) in the estate of AGUEDA CACERES HUDKINS after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-11-1, has been filed with the County.

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a).

3. The time for filing of claims against the estate has expired.

4. No known unpaid claims exist against the estate.

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

JULIAN HOWARD HUDKINS _____ (L.S.)
EXECUTOR

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____.

My Commission expires _____ _____
Notary Public

FORRIS LEE HOWARD HUDKINS III _____ (L.S.)
SON

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____.

My Commission expires _____ _____
Notary Public

AKA WILSON ORAM HUDKINS

WILSON ORAM HUDKINS _____ (L.S.)
SON

Kingdom of Spain
Province and City of Madrid
Embassy of the United States
of America

~~STATE OF~~ ss ~~COUNTY OF~~ _____

The foregoing instrument was acknowledged before me this 11 day of OCTOBER, 2024

My Commission expires N/A _____

Notary Corinne C. Lis
Notarizing Officer
U.S. Embassy Madrid

JULIAN HOWARD HUDKINS (L.S.)
SON

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

My Commission expires _____

_____
Notary Public

AGUEDA TONEHUDKINS (L.S.)
DAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____

My Commission expires _____

_____
Notary Public

BRITTANY FLOWERS DELAPLANE (L.S.)
GRANDDAUGHTER

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____

My Commission expires _____

_____
Notary Public

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____ day of _____

_____ By _____

John R Spires
Clerk of the Harrison County Commission

Micah Fisher
Deputy Clerk

Scanned with CamScanner

B-5

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

PAULA LAVINNE SAPIA FRALEY, EXECUTRIX
OF THE ESTATE

OF REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

JOHANNA VINNE ANDERSON, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29,* as amended, a **Waiver of Final Settlement** was filed by the Administrator of the above-referred estate, which said Waiver was executed by all beneficiaries of said estate, whereupon your Commissioner proceeded to prepare this Report with the Waiver of Final Settlement attached hereto.

Your Commissioner certifies that this estate was referred to him on the 12th day of July, 2024, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 3rd day of November, 2024, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 4th and 11th days of September, 2024, the time so fixed being according to law; and that at the end of business hours on the 3rd day of November, 2024, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or your Commissioner against this estate.

Your Commissioner certifies that the name of Paula Lavinne Sapia Fraley, Executrix of the estate of Johanna Vinne Anderson, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was

published once a week on the 3rd day of January, 2025, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9,* as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Waiver of Final Settlement, in lieu of a settlement of the accounts of said Administrator. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15*, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 6th day of January, 2025.

Robert L. Greer
Fiduciary Commissioner

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,PAULA LAVINNE SAPIA FRALEY, personal representative(s) in the estate of JOHANNA VINNE ANDERSON after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

PAULA LAVINNE SAPIA FRALEY — Paula LaVinne Sapia Fraley (L.S.)
EXECUTRIX

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 12th day of December, 2024.

My Commission expires: 1-28-29 — Notary Public

JAMIE KIMBLE
Notary Public Official Seal
State of West Virginia
My Comm. Expires Jan 28, 2029
Huntington National Bank
1226 West Main Street Bridgeport WV 26330

PAULA LAVINNE SAPIA FRALEY — Paula LaVinne Sapia Fraley
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 12 day of December, 2024.

My Commission expires: 1-28-29 — Notary Public

JAMIE KIMBLE
Notary Public Official Seal
State of West Virginia
My Comm. Expires Jan 28, 2029
Huntington National Bank
1226 West Main Street Bridgeport WV 26330

PAUL W ANDERSON III — Paul W Anderson III (L.S.)
SON

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 12 day of December, 2024

My Commission expires: 1-28-29 — Notary Public

JAMIE KIMBLE
Notary Public Official Seal
State of West Virginia
My Comm. Expires Jan 28, 2029
Huntington National Bank
1226 West Main Street Bridgeport WV 26330

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are <u>not</u> required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____ day of _____, _____.

_____ By _____

John R Spires
Clerk of the Harrison County Commission

Casey Blake
Deputy Clerk

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,PAULA LAVINNE SAPIA FRALEY, personal representative(s) in the estate of JOHANNA VINNE ANDERSON after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

PAULA LAVINNE SAPIA FRALEY — Paula LaVinne Sapia Fraley (L.S.)
EXECUTRIX

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 12th day of December, 2024.

My Commission expires: 1-28-29 — Notary Public

JAMIE KIMBLE
Notary Public Official Seal
State of West Virginia
My Comm. Expires Jan 28, 2029
Huntington National Bank
1226 West Main Street Bridgeport WV 26330

PAULA LAVINNE SAPIA FRALEY — Paula LaVinne Sapia Fraley
DAUGHTER

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 12 day of December, 2024.

My Commission expires: 1-28-29 — Notary Public

JAMIE KIMBLE
Notary Public Official Seal
State of West Virginia
My Comm. Expires Jan 28, 2029
Huntington National Bank
1226 West Main Street Bridgeport WV 26330

PAUL W ANDERSON III — Paul W Anderson III (L.S.)
SON

STATE OF West Virginia COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 12 day of December, 2024

My Commission expires: 1-28-29 — Notary Public

JAMIE KIMBLE
Notary Public Official Seal
State of West Virginia
My Comm. Expires Jan 28, 2029
Huntington National Bank
1226 West Main Street Bridgeport WV 26330

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are <u>not</u> required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____day of _____, _____.

_____ By _____

John R Spires
Clerk of the Harrison County Commission

Micah Fisher
Deputy Clerk

B-6

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

JUANITA FRANCIS JEFFRIES, ADMINISTRATRIX
OF THE ESTATE

OF REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

ROBBIE ANNABELLE KOOKEN., DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29,* as amended, an **Amended Report of Receipts, Disbursements and Distribution** was filed by the Administrator of the above-referred estate, which said Amended Report of Receipts, Disbursements and Distribution was executed by the Administratrix of said estate, whereupon your Commissioner proceeded to prepare this Report with the Report of Receipts, Disbursements and Distribution attached hereto.

Your Commissioner certifies that this estate was referred to him on the 11th day of October, 2022.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Receipts, Disbursements and Distribution of the accounts of said Administratrix.

Given under my hand this 16th day of January, 2025.

Robert L. Greer
Fiduciary Commissioner

ESTATE OF ROBBIE ANNABELLE KOOKEN
DOD: October 21, 2000

SETTLEMENT OF ESTATE

For the period of November 21, 2000, through January 9th, 2025

CASH RECEIPTS AND DISBURSEMENTS REPORT
November 21, 2000, through January 9th, 2025

ORIGINAL RECEIPTS

Real Estate:

2 Lots #10 pts, #11 & #12 Parkview PAR 106, Harrison Cty Account No. #06313955	$766.00
Doddridge County Oil, Gas, and Mineral Rights	$166.00
Richie County Oil, Gas, and Mineral Rights	$4057.00

Personal Property

1982 FIESTA Mobile Home	$2,500.00
Bed, Dresser, Stand, and Rocker	$150.00
Kenmore Washer	$50.00
GE Apt size dryer	$50.00
Old Money	$124.00
Equitrans Corp	$9.38
Eastern AM. Energy	$50.13
Time Warner Cable	$12.55
Eastern AM. Energy	$63.68
Bank One Checking Account #615082811 (Combined money from 4 CDs and Savings Acct in Robbie A. Kooken's name	$30,582.80

TOTAL RECEIPTS: $38,581.51

DISBURSEMENTS

Town of Anmoore	Water Bill	$66.17
East View Public Service	Sewage Bill	$21.30
Allegheny Power	Utility Bill	$121.49
Dominion Hope	Gas Bill	$219.63
Jatin Shah, MD #705877	Neurologist Bill	$585.00
Mountaineer Energy	ER Visit	$215.00
US Post Office	Certified Mail	$3.00

Allegheny Power	Utility Bill	$8.22
Dominion Hope	Gas Bill	$49.68
Locksmith Services	Re-Key house - Front door	$21.20
Lewis A, Clark Attorney	Retainer	$1,000.00
Donald L. Kopp II #7644	Distribution of funds recording fees	$95.00

TOTAL DISBURSEMENTS: $2405.69

DISTRIBUTIONS

1. Real property interests passed automatically to heirs and were not sold to pay any estate debts.
2. $151.01 to each of Judith Ann Murphy-Marsh, Juanita Frances Jeffries, Alfred Louis Kooken, and Richard Allen Kooken
3. The Bank One checking account funds were distributed as follows:

Check Number	Recipient and Reason	Amount
8123	Philip G. Reale and Richard Kooken (attorney fees)	$3000
8124	Lewis A. Clark and Juanita Jeffries (attorney fees)	$3000
8125	Richard Kooken (Tombstone)	$965
8126	St. Jude Children's Research Hospital	$1968.15
8127	Make-A-Wish Foundation of Northern WV	$1968.15
8128	West Virginia Special Olympics	$1968.15
8129	Mt. Pisgah Cemetery	$1968.15
8130	Bi-County Nutrition Program, Inc.	$1968.15
8131	Make-A-Wish Foundation of Northern WV	$1968.15
8132	Ellenboro Masonic Cemetery	$5904.45
8133	Ellenboro Masonic Cemetery	$2952.23
8134	Upper Room Church	$2952.22

FINAL RECEIPTS AND DISTRIBUTION:

1. Receipt of $1000 from Juanita Francis Jeffries to the Estate
2. Distributions of $250 each to Judith Ann Murphy-Marsh, Juanita Frances Jeffries, Alfred Louis Kooken, and Richard Allen Kooken

□

AFFIDAVIT

STATE OF FLORIDA,
COUNTY OF CLAY,

Before the undersigned authority, this day personally appeared, Juanita Francis Jeffries, as Administratrix of the Estate of Robbie Annabelle Kooken, who first being by me first

duly sworn, did depose and say:

1. That the foregoing Report, dated the 9th day of January 2025, is a true and correct report of all Receipts, Disbursements, and Distributions made by me as Administratrix and that there are no assets of said Estate of Robbie Annabelle Kooken remaining in my hands as such items have been distributed.
2. That all claims against said estate for expenses of administration, taxes, and debts of said decedent have been paid in full and that a release from the State of West Virginia for Estate Tax is on record, if necessary.

Witness my signature this 10th day of January 2025.

Juanita F. Jeffries

Juanita Francis Jeffries

Taken, subscribed and sworn to before me, the undersigned notary public, this 10th day of January, 2025.

[affix notarial seal]

R. NICOLE KOTTIATH
Notary Public, State of Florida
Commission# HH 146082
My comm. expires June 27, 2025

R. Nicole Kottiath

Notary Public

My commission expires:

Paragraph

REPORT OF RECEIPTS AND DISBURSEMENTS
DISTRIBUTION AND AFFIDAVIT

Filed by JUANITA F. JEFFRIES
for the Estate of ROBBIE ANNABELLE (MURPHY) KOOKEN
pursuant to WV Code 44-2-1, as amended.

RECEIPTS

SCHEDULE E

Source		Amount
CHECKING ACCOUNT #615082811 (Settlement/Distribution of checks)	($30,195.53 + interest)	$30,582.80
a) #8123 Philip G. Reale and Richard Kooken	(attorney fee)	- 3,000.00
b) #8124 Lewis A. Clark and Juanita Jeffries	(attorney fee)	- 3,000.00
c) #8125 Richard Kooken	(tombstone)	- 965.00
d) #8126 St. Jude Children's Research Hospital		- 1,968.15
e) #8127 Make-A-Wish Foundation of Northern WV		- 1,968.15
f) #8128 West Virginia Special Olympics		- 1,968.15
g) #8129 Mt. Pisgah Cemetery		- 1,968.15
h) #8130 Bi-County Nutrition Program, Inc.		- 1,968.15
i) #8131 Make-A-Wish Foundation of Northern WV		- 1,968.15
j) #8132 Ellenboro Masonic Cemetery		- 2,904.45
k) #8199 Ellenboro Masonic Cemetery		- 2,932.23
l) #8200 Upper Room Church		- 3,922.22
		$30,582.80
Remaining Balance:		$ 0.00

DISTRIBUTION

TO WHOM	AMOUNT
PART 4 (A-2,3) Royalties divided equally between the four heirs by the Counties of Doddridge and Ritchie:	**$4,223.00**
PART 4 (B-1,2,3,4) (see attached: Statement of Estate Liabilities) paid to various utility companies	**$2,750.00**
PART 4 (B-5)	
Old Money	
Judith Marsh (heir)	$31.00
Juanita Jeffries (heir)	31.00
Alfred Kooken (heir)	31.00
Richard Kooken (heir)	31.00

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AFFIDAVIT OF OWNERSHIP

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, TO-WIT:

The undersigned Administratrix, Juanita F. Jeffries, a credible person, of the Estate of the deceased Robbie A. Kooken, being first duly sworn, upon her oath deposes and states to the best of her knowledge and belief that the following individuals are the owners of the following percentages in that certain real estate land book description of which more specifically set forth on the attached copies of the tax tickets therefore and the undersigned requests that said interests be taxed to said owners in their respective proportions as follows:

1. She is making this affidavit to comply with the directions of the Clerk of the County Commission of Doddridge County, West Virginia.

2. This affidavit pertains to the oil and gas rights under that certain tract of real estate situated on Sheeps Run of the South West District, Doddridge County, West Virginia and conveyed to the Marion B. Nutter estate heirs by Rose Ann Riggs, et al by Affidavit of Ownership dated, May 21, 1991 and recorded in the Office of the Clerk of the County Commission of Ritchie County, West Virginia in Deed Book No. 238, at page 172 and is presently vested in the following persons owning the interests stated herein:

Current Owner	% of Ownership
Letha Zinn	21.8752
Robbie A. Kooken-ded	7.8128 Divided as follows note2)
Hayward C. Murphy	7.8128
E. Ferd Nutter Heirs	3.1248
Linda Moran, et al.	15.6240
Doris A. Nutter	18.7488
James Nutter	1.5632
Carole L. Kays	1.5632
Mrs. Frances E. Nutter	18.7488
Roger V. Nutter	1.5632
Annabelle R. Fox	1.5632

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BOOK 15 PAGE 288

Letha Zinn
Route 39, Box 122-A
St. Marys, West Virginia 26170

Heyward C. Murphy
P. O. Box 291
McArthur, California 96056

James R. Nutter
18790 Loester Street
Riverview, Michigan 48192

Carole LaNelle Kays
2447 Perkins Drive
Popular Bluff, Missouri 63901

Roger V. Nutter
608 Lake Orienta Drive
Altamonte Springs, Florida 32701

Annabelle R. Fox
670 Trinity Court
Longwood, Florida 32750

Doris A. Nutter
731 Cedar Street
Popular Bluff, Missouri 63901

Frances E. Nutter
265 Sheppard Street
Altamonte Springs, Florida 32701

E. Ford Nutter Heirs
Unknown

Linda Moran, et al
Unknown

Judith Ann (Murphy) Marsh
107 First Avenue
Glenville, WV 26351

Juanita F. (Kooken) Jeffries
Rt. 1 Box 79-C
Bridgeport, WV 26330

Alfred L. Kooken
P.O. Box 606
Ammoore, WV 26323

Richard A. Kooken
Station C Box 7244
Clarksburg, WV 26301

Original returned to--JUANITA F JEFFRIES 11/20/08
RT 1 BOX 79 C
BRIDGEPORT, WV 26330-9612

JANICE ELLIFRITT COX
DODDRIDGE County 02:46:59 PM
Instrument No 863%
Date Recorded 11/19/2008
Document Type AFDT
Book-Page 15-286
Recording Fee $5.00
Additional $6.00

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This ownership is as set forth above.

NOTE #1

Judith A. (Murphy) Marsh	1.9532
Juanita F. (Kooken) Jeffries	1.9532
Alfred L. Kooken	1.9532
Richard A. Kooken	1.9532

Taken, signed and sworn to before me this 14th day of October by JUANITA F. JEFFRIES, Administratrix of the Estate of Robbie A. Kooken, deceased, October 21, 2000.

Juanita F. Jeffries Admr
JUANITA F. JEFFRIES, Admin.

Taken, subscribed and sworn to before me this 14th day of October, 2008

Dianne L. Satterfield
NOTARY PUBLIC

My Commission expires:

July 15, 2012

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DIENENE L. SATTERFIELD
601 E. BOX 503 C
CLARKSBURG, WV 26301
My commission expires July 15, 2012

www.ritchiecountyclerk.com

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Instrument 200900001356 Book Page 305 52

200900001356
Filed For Record in
RITCHIE COUNTY, WV
SUSAN J SCOTT-COUNTY CLERK
05-22-2009 At 03:53 pm.
AFF/HEIR 11.00
Book 305 Page 82

AFFIDAVIT OF OWNERSHIP

STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, TO-WIT:

The undersigned Administratrix, Juanita F. Jeffries, a credible person, of the Estate of the deceased Robbie A. Kooken, , being first duly sworn, upon her oath deposes and states to the best of her knowledge and belief that the following individuals are the owners of the following percentages in that certain real estate land book description of which more specifically set forth on the attached copies of the tax tickets therefore and the undersigned requests that said interests be taxed to said owners in their respective proportions as follows:

1. She is making this affidavit to comply with the directions of the Clerk of the County Commission of Ritchie County, West Virginia.

2. This affidavit pertains to the oil and gas rights under that certain tract of real estate situated on Cabin Run of the Clay District, Ritchie County, West Virginia and conveyed to the Marion B. Nutter estate heirs by Rose Ann Riggs, et al. by Affidavit of Ownership dated May 21, 1991 and recorded in the Office of the Clerk of the County Commission of Ritchie County, West Virginia in Deed Book No. 238, at page 172 and is presently vested in the following persons owning the interests stated herein:

Current Owner	% of Ownership
Letha Zinn	21.8752
Robbie A. Kooken-ded	7.8128 – Divided as follows note#1
Hayward C. Murphy	7.8128
E. Ford Nutter Heirs	3.1248
Linda Moran, et al.	15.6240
Doris A. Nutter	18.7488
James Nutter	1.5632
Carole L. Kays	1.5632
Mrs. Frances E. Nutter	18.7488
Roger V. Nutter	1.5632
Annabelle R. Fox	1.5632

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Letha Zinn
Route 39, Box 122-A
St. Marys, West Virginia 26170

Heyward C. Murphy
P. O. Box 291
McArthur, California 96056

James R. Nutter
18790 Loester Street
Riverview, Michigan 48192

Carole LaNelle Kays
2447 Perkins Drive
Popular Bluff, Missouri 63901

Roger V. Nutter
608 Lake Orienta Drive
Altamonte Springs, Florida 32701

Annabelle R. Fox
670 Trinity Court
Longwood, Florida 32750

Doris A. Nutter
731 Cedar Street
Popular Bluff, Missouri 63901

Frances E. Nutter
265 Sheppard Street
Altamonte Springs, Florida 32701

E. Ford Nutter Heirs
Unknown

Linda Moran, et al
Unknown

Judith Ann (Murphy) Marsh
107 First Avenue
Glenville, WV 26351

Juanita F. (Kooken) Jeffries
Rt. 1, Box 79-C
Bridgeport, WV 26330

Alfred L. Kooken
P.O. Box 606
Anmoore, WV 26323

Richard A. Kooken
Station C Box 7244
Clarksburg, WV 26301

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Instrument 200900001356 Book 305 Page 84

Thus ownership is as set forth above.

NOTE #1

Judith A. (Murphy) Marsh	1.9532
Juanita F. (Kooken) Jeffries	1.9532
Alfred L. Kooken	1.9532
Richard A. Kooken	1.9532

Taken, signed and sworn to before me this 14th day of October by JUANITA F. JEFFRIES, Administratrix of the Estate of Robbie A. Kooken, deceased, October 21, 2000.

Juanita F. Jeffries, Admr.
JUANITA F. JEFFRIES, Admin.

200900001356
JUANITA F. JEFFRIES
RT 1 BOX 78 C
BRIDGEPORT WV 26330

Taken, subscribed and sworn to before me this 14th day of October, 2008.

Renene L. Satterfield
NOTARY PUBLIC

My Commission expires:

July 15, 2012

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
RENENE L. SATTERFIELD
RR 2 BOX 240C
CLARKSBURG, WV 26301
My Commission expires July 15, 2012

This document was prepared by:
Juanita F. Jeffries, Administratrix
Robbie A. Kooken
Estate

NUMBER: 092177 July 19, 2001

Received of LEWIS A. CLARK $95.00

The exact sum of Ninety Five Dollars and No Cents

Plaintiff: JUANITA FRANCIS JEFFRIES, IND. & AS ADM. OF ESTATE OF
Defendant: RICHARD A. KOOKEN

Payment type: Check Check# 7644

Case number: 01-C-273 Div: 3

Transaction conducted at: DONALD L. KOPP II, CLERK

HARRISON COUNTY COURTHOUSE
CLARKSBURG, WV 26301 Deputy

DISTRIBUTION OF FUNDS...

1001 CLERKS FEES	10.00	1001 CLERKS FEES	20.00
4003 REGIONAL JAIL AUTHOR	60.00	4009 COURT SECURITY FUND-	5.00

United States of America

State of West Virginia **County of Harrison, ss:**

Report of Receipts, Disbursements and Distribution; Affidavit
Notice

This day JUANITA FRANCIS JEFFRIES reported to the Court a Report of Receipts, Disbursements and Distribution; Affidavit for the estate of ROBBIE ANNABELLE KOOKEN, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of the Harrison County Commission on the 24th day of January, 2025 and said estate was presented to this Court on the _____ day of _____, _____, further it appearing to the Court that more than (10) days have lapsed since the date the report was filed with the Clerk of the Harrison County Commission and no objections being made thereto and no errors appearing upon the face thereof and none appearing to the Court and the Court being satisfied that all requirements of the statute in regard to such settlement have been complied with, same being deemed correct and ordered to be recorded and filed.

I, John R Spires, Clerk of the Harrison County Commission, do certify that the aforesaid Report of Receipts, Disbursements and Distribution; Affidavit, was this day admitted to record therein.

Given under my hand on this the _____ day of _____, _____.

John R Spires
Clerk of the Harrison County Commission

B-7

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

JACOB WALTER POST, EXECUTOR OF THE ESTATE

OF REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

JACOB DAVIS POST

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29,* as amended, a **Waiver of Final Settlement** was filed by the Executor of the above-referred estate, which said Waiver was executed by all beneficiaries of said estate, whereupon your Commissioner proceeded to prepare this Report with the Waiver of Final Settlement attached hereto.

Your Commissioner certifies that pursuant to the requirements of *West Virginia Code §44-2-2,* as amended, he did appoint the 8th day of December, 2024, at his law office in Bridgeport, as the time and place for the presentation of claims against said estate; that he gave notice thereof to the creditors and beneficiaries of said estate by publication in *The Exponent-Telegram* on the 9th and 16th days of October, 2025, the time so fixed being according to law; and that he caused a copy of such notice to be forwarded by United State mail to all known creditors of said estate and all distributes and legatees, pursuant to *West Virginia Code §44-2-4,* as amended.

Your Commissioner further reports that the hearing before him was begun on the 8th day of December, 2024 said estate having been referred to him on the 22nd day of July, 2024, and at the end of business hours on the 8th day of December, 2024, said proceedings were formally closed, and at the time of the closing of said hearing, there were no proofs of claim which had been filed with your Commissioner against said estate.

Your Commissioner certifies that the name of Jacob Walter Post, Executor of the estate of Jacob Davis Post, deceased, was included in a list of fiduciaries, whose accounts were before your Commissioner for settlement, and said list was published once a week on the 24th day of January, 2025, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9,* as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Waiver of Final Settlement, in lieu of a settlement of the accounts of said Executor. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15,* as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 24th day of January, 2025.

/S/ Robert L. Greer
Robert L. Greer
Fiduciary Commissioner

United States of America

State of West Virginia **County of Harrison, ss:**

Affidavit and Waiver of Final Settlement

I,JACOB WALTER POST, personal representative(s) in the estate of JACOB DAVIS POST after being first duly sworn do aver and state as follows:

1. A release of lien, if required by West Virginia Code 11-1-1, has been filed with the County;

2. More than 60 days have elapsed since the filing of any notice required by West Virginia Code 44-1-14(a);

3. The time for filing of claims against the estate has expired;

4. No known unpaid claims exist against the estate;

5. All beneficiaries of the estate have each been advised of the share or shares to which each is entitled from the estate.

JACOB WALTER POST _____ (L.S.)
EXECUTOR

STATE OF West Virginia COUNTY OF Marion

The foregoing instrument was acknowledged before me this 19th day of December, 2024.

My Commission expires: June 3, 2029 Kelsey Romain
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Kelsey Romain
Romain Romain & Pevler PLLC
110 Gaston Avenue
Fairmont, WV 26554
My Commission Expires June 3, 2029

JACOB WALTER POST _____ (L.S.)
SON

STATE OF West Virginia COUNTY OF Marion

The foregoing instrument was acknowledged before me this 19th day of December, 2024.

My Commission expires: June 3, 2029 Kelsey Romain
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Kelsey Romain
Romain Romain & Pevler PLLC
110 Gaston Avenue
Fairmont, WV 26554
My Commission Expires June 3, 2029

JOEL ABRAHAM _____ (L.S.)
GRANDSON

STATE OF West Virginia COUNTY OF Marion

The foregoing instrument was acknowledged before me this 19th day of December, 2024.

My Commission expires: June 3, 2029 Kelsey Romain
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Kelsey Romain
Romain Romain & Pevler PLLC
110 Gaston Avenue
Fairmont, WV 26554
My Commission Expires June 3, 2029

CALEB ABRAHAM _____ Caleb Abraham (L.S.)
GRANDSON

STATE OF Pennsylvania COUNTY OF Allegheny

The foregoing instrument was acknowledged before me this 17 day of January, 2025.

My Commission expires: 08/14/2028 _____
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Chant Alan Trunk, Notary Public
Allegheny County
My Commission Expires August 14, 2028
Commission Number 1354038

Please note for dates of death July 13, 2001 or after, any beneficiaries who are to received a bequest of cash or personal property are not required to sign.

State of West Virginia, County of Harrison, to-wit:

I, John R Spires, Clerk of the Harrison County Commission, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____ day of _____, _____.

_____ By _____

John R Spires
Clerk of the Harrison County Commission

Betty Cochran
Deputy Clerk

IN THE COUNTY COMMISSIONER OF HARRISON COUNTY, WEST VIRGINIA

TASHA NICOLE REEL, EXECUTRIX
OF THE ESTATE

OF REPORT OF RECEIPTS, DISBURSEMENTS AND DISTRIBUTION AFFIDAVIT

MARY LUCILLE REEL, DECEASED

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA:

In compliance with *West Virginia Code §44-2-29,* as amended, a **Report of Receipts, Disbursements and Distributions; Affidavit** was filed by the Administrator of the above-referred estate, which said Waiver was executed by all beneficiaries of said estate, whereupon your Commissioner proceeded to prepare this Report with the Waiver of Final Settlement attached hereto.

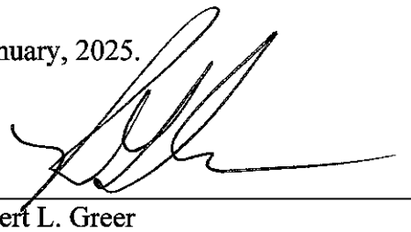
Your Commissioner certifies that this estate was referred to him on the 3rd day of September, 2024, and that, subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia, did appoint the 3rd day of November, 2024, as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication in The Exponent-Telegram on the 4th and 11th days of September, 2024, the time so fixed being according to law; and that at the end of business hours on the 3rd day of November, 2024, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or your Commissioner against this estate.

Your Commissioner certifies that the name of Tasha Nicole Reel, Executrix of the estate of Mary Lucille Reel, deceased, was included in a list of fiduciaries, whose accounts were before

your Commissioner for settlement, and said list was published once a week on the 10th day of January, 2025, in *The Exponent-Telegram* as required by *West Virginia Code §44-4-9,* as amended.

Whereupon your Commissioner proceeded to make and file this Report, in the manner and form as prescribed by law, and the foregoing constitutes the findings of your Commissioner and the Report of Claims and Waiver of Final Settlement, in lieu of a settlement of the accounts of said Administrator. Your Commissioner further reports that notice of the completion of this Report was given to all parties interested, or their attorneys, and the Report was held in his office for ten (10) days for the examination of any persons interested and the filing of exceptions, if any; and that ten (10) days having elapsed since said notice was given, as required by *West Virginia Code §44-4-15*, as amended, and no exceptions thereto having been filed, the same is respectfully offered for confirmation.

Given under my hand this 22nd day of January, 2025.



Robert L. Greer
Fiduciary Commissioner

United States of America

State of West Virginia **County of Harrison, ss:**

ESTATE OF Mary Lucille Reel **, DECEASED**

Social Security No: 232-56-7420 Date of Death: 3-27-24

Report of Receipts, Disbursements and Distribution;
Affidavit

filed by Tasha Reel executrix of the estate of Mary Reel, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

RECEIPTS: *(Monies/Income; Proceeds from Sale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source:	Amount:
12/4/24	Sale of Real Estate	488,702.76
04/26/24	Estate Account Beginning	849.07
05/02/24	Deposit	154.74
06/05/24	Deposit	1,780.96
10/08/24	Deposit	3,006.65
12/05/24	Deposit	104.72

TOTAL RECEIPTS: 494,598.90

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
06/11/24	Reimbursement for bills	1,000.00
05/09/24	Publishers Clearing House	140.98
06/25/24	Unlawful Detainer on Richard Reel	80.00
08/07/24	Reimbursement for bills	183.76
09/27/24	(mistake of $28.75 will deduct on final distribution) Kaufman Realty	2,000.00
09/26/24	Dave Bennett (Brush Hogging Property)	$615.00
09/21/24	Greer Law offices	344.00
11/07/24	Property Taxes	893.43
11/07/24	manpower	99.44
11/07/24	Helvey and Associates, Inc	76.04

TOTAL DISBURSEMENTS:

United States of America

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ESTATE OF Mary Lucille Reel **, DECEASED**

Social Security No: 232-56-7400 Date of Death: 3-27-24

Report of Receipts, Disbursements and Distribution; Affidavit

filed by _____, _____ of the estate of _____, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

RECEIPTS: *(Monies/Income; Proceeds from Sale of Real and/or Personal Property; Interest; Refunds; Advances, Etc.)*

Date Received:	Source:	Amount:

TOTAL RECEIPTS: _____

DISBURSEMENTS: *(Paid from Estate Monies/Receipts listed above)*

Date Paid:	Payable to:	Amount:
11/07/24	Personal property taxes	140.73
11/07/24	Greater Harrison County PSD	91.02
11/07/24	Enterprise sanitation	81.09
11/07/24	Harrison County Clerk	12.00
12/13/24	Greater Harrison PSD Final Bill	128.25
12/13/24	Anmoore Ambulance	450.00
11/07/24	Checks for Estate	10.00
12/23/24	Water	$132.39
4/29/24	Electric	$111.63
11/10/24	Executive Fee 3% to Tasha Reel	$385.60
12/27/24	mon power (Final Bill)	$46.40

TOTAL DISBURSEMENTS: $ 7027.76

DISTRIBUTION:

TOTAL DISTRIBUTION: 486571 14

162,061.84
385.60 3% Exec. Fee through State of WV

Tasha Nicole Reel - $ 162,447.44

Landon Reel $500.00

Nathan Reel $ 162,061.84

Ethan Reel $ 162,061.84

Braelynn Reel $500.00

AFFIDAVIT:

Tasha Reel 01/08/24
Date

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared Tasha Reel executrix of the Estate of Mary Reel deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 8th day of January, 2025, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/rix through the 8th day of January 2025

The foregoing instrument was acknowledged before me this 8TH day of JANUARY, 2025.

My Commission expires: August 5, 2025 Deborah M. Fischer
Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Deborah M. Fischer
640 Rivendell Drive
Bridgeport, WV 26330
My Commission Expires August 05, 2025

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, to-wit:

I, John R. Spires, Clerk of the Harrison County Commission of said County, do hereby certify that the foregoing writing was this day examined and confirmed by said Commission, there having been no exceptions or objections filed thereto.

Given under my hand this _____ day of _____, _____.

_____ By _____

John R. Spires
Clerk of the Harrison County Commission

Estate: _____

Harrison County 4-H Leaders Association
c/o 1117 Good Hope Pike
Clarksburg, WV 26301
Harrison County 4-H | Extension | West Virginia

C-1

December 16, 2024

Harrison County Commission
Susan Thomas, President
David Hinkle
Patsy Trecost II

Clarksburg, WV 26301



Dear Commissioners:

The last half of the 2023-2024 4-H club year has been over-the-top with camps, blue ribbon projects, exciting events, competitions, and more! The Harrison County 4-H Leaders' Association members work year-round to offer interesting, informative, educational, and/or fun monthly programs for a growing number of 4-H youth. In addition to attending monthly club meetings, our 4-H'ers choose and complete projects, present programs to their peers, learn how to conduct meetings, make new friends, and support their communities in a variety of ways. The youth also team up to help organize and support club fund raisers which give them the learning opportunity of working with the public. Proceeds from fund raisers help with summer camp costs and/or project supplies.

"Learn by Doing" is the 4-H slogan and our youth are presented with opportunities to do just that throughout the year at meetings, during training, helping their peers, creating and giving public presentations, taking a variety of classes at camp, and becoming involved in community service. Every 4-H adult volunteer is committed to exposing club members to as many life experiences as possible by helping to train them about conducting meetings, learning parliamentary procedures, working cooperatively in teams, and helping others.

Members of the 4-H Leaders Association appreciate your continued support of the 4-H program in Harrison County. The following pages offer a sampling of 4-H youth activities during the final six months of the 2023-2024 club year.

Regards,

Brittany Stire, President
April Mitchell, Vice-President
Penny Ables, Secretary
Brandy Stire, Treasurer

cc: Laura Pysz

/ddean



4-H Teamwork makes the 4-H dream work.

Honors

1. Shooting Sports: State Shotgun Match – One 1st place (eligible to compete in nationals in Nebraska) and one 5th place.
2. State 4-H Poster Contests – 2 Blue ribbons (1st place); 2 Red ribbons (2nd place); 3 White ribbons (3rd place).
3. 4-H All Star[1] pins awarded: 2.
4. State camp leadership recipients: 2 Chiefs, 1 Sagamore, 2 "H" awards.



Shooting Sports Awards.

The Teen Leaders Club is open to 6th-12th graders who are looking to step up to leadership, build lasting friendships, and make a difference in the community.



Leadership

1. 4-H teens assisted adult volunteers during Cloverbud Day Camp Week.
2. Teen Leader Club was re-introduced with 15 4-H'ers stepping up for training on leadership skills, event planning, etc.
3. Teen Leaders donated items and created a care package for St. Joseph's Hospital Nursing Care Facility.

Fun Stuff

1. Post-camp 4-H family pool party at VA Splash Zone.
2. Club pizza and pool party.
3. Clubs created posters, bulletin boards, and/or videos in a county-wide competition to promote 4-H during National 4-H Week/Month.

Camps

1. Older and younger campers attended New Horizons Weekend, Older Members Conference, Alpha I, and/or Alpha II summer state camps at Jackson's Mill.
2. Harrison County 4-H summer camp at Jackson's Mill was enjoyed by 130 children.
3. Cloverbud Day Camp Week was attended by 12 youngsters ages 5 to 7.

[1] WV 4-H All Stars "…recognizing 4-H members, leaders . . . who have and/or are contributing exemplary service to the West Virginia 4-H Program." Wv4hallstars.com; 03/05/2024

Agriculture

1. Six Harrison County 4-H youth participated in the state-wide WV Beef Expo Stockman's Contest where 250+ youth evaluated classes of cattle, identify plants, meats, and livestock breeds, and complete knowledge quiz and a quality assurance station. The Junior team placed 2nd overall. Junior individuals placed 1st, 6th, and 24th. One senior individual placed 30th.
2. Twenty-five 4-H and FFA members exhibited 40 head of livestock at the 3rd annual Livestock Show and Sale in Harrison County.
3. State 4-H Livestock Judging Contest: Teams comprised of Harrison (7 youth) and Lewis County 4-H'ers. Youth evaluated classes of beef cattle, sheep, and swine and defended their decisions.
    a. Junior Team placed 6th overall and 3rd in swine evaluation.
    b. Harrison County individuals placed 9th, 11, and 23rd.
    c. Senior Team A placed 1st overall. Harrison County individuals placed 1st, 4th, and 9th overall.
    d. Senior Team B placed 3rd overall. Harrison County individual placed 20th overall.



Harrison County 4-H Junior Judging team and Harrison/Lewis 4-H Senior teams.

Fund Raisers

1. Yard sales, hot dog sales, Bingo games, and spaghetti dinners.
2. Food vendor at Jackson's Mill Heritage Days
3. Parked cars at Lost Creek Fall Festival.
4. Concessions at WVU home football games.

Community Activities/Community Service

1. Participated in Family Day at Meadowbrook Mall.
2. Packed 627 snack bags for Veterans who are transported to the Pittsburgh VA Medical Center.
3. Helped at annual Johnstown Fair.
4. Made and stocked a community Blessing Box.
5. Participated in Clarksburg and Shinnston Veterans Day Parades.
6. Cleaned grounds when hiking at Watters Smith State Park.
7. Filled 170 weekend food backpacks so mothers at the church where the club meets could go home (after church) for Mother's Day. Donated to Nutter Fort Elementary School.



State 4-H New Horizons Weekend Camp prepares 10- and 11-year-olds with programming focused on team building, personal skill building, and friendship.



Camper at STEM camp class.



2024 Camp theme: West Virginia Road Trip!

Good Hope 4-H members upcycled a dresser to make a blessing box for the community.



25 4-H'ers and FFA youth raised and showed their livestock at the annual Livestock Show and Sale.



Camp service project: All campers help 627 snack bags for Veterans who are transported from the Louis A. Johnson Medical Center to the Pittsburgh Medical Center for appointments.









4-H'ers participate in the annual Shinnston and Clarksburg Veterans Day parades.



Camp Field Day Competitions encourage team work.



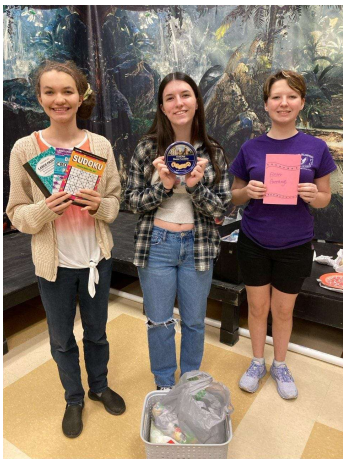
Shooting sports training at 4-H camp and throughout the year in the Shooting Sports Club.





Harrison County 4-H Teen Leaders Club donated items and created a care package for the Nursing Care Facility at St. Joseph's Hospital.

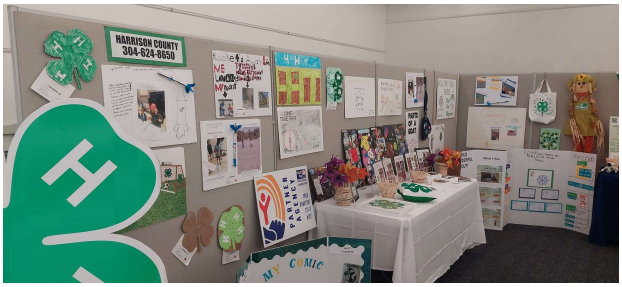






100 completed projects and posters on display at Clarksburg-Harrison Library for National 4-H Month. 83 blue ribbon (1st place) projects were displayed at the State Fair of WV.







4-H'ers volunteer during the Meadowbrook Mall's Family Days Event. They promote 4-H clubs, projects, etc., work on crafts with children, and answer questions about becoming a 4-H family.



At Cloverbud Day Camp, we build connections with youth and their families who we hope will become 4-H families.





"Let's Get Cooking" Special Interest (SPIN) Club teaches how to plan, prepare, and serve meals.







