

**Harrison County Commission Meeting**  
**Wednesday, December 3, 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. --- Estate Hearing to accept a copy of a will – Betty Nutter  
10:10 A.M. --- Proclamation - 50<sup>th</sup> Anniversary for the Public Library  
10:15 A.M. --- Proclamation – Arc of Harrison County – International Day of Persons with Disabilities

**NEW BUSINESS – Action Items for Consideration or Approval:**

- 1. Public Comment Period**
- 2. Consent Agenda**
- 3. Payroll Change Notices:**
  - A. Scott Williams – Security – Resignation – Effective 11/20/25
  - B. William Webb – Community Corrections – Re-Hired Transportation – Effective 12/03/25
  - C. Donald Kraemer – Law Enforcement – K-9 Handler – Effective 11/10/25
  - D. Brandy Salinetto – Grants – Resignation – Effective 11/20/25
  - E. David Romano – Pros. Attorney's Office – 2025 Contract Pay – Effective 11/24/25
  - F. Harold Richards – Parks & Rec. – Rate Change – Effective 12/10/25
  - G. Michelle Rowan – Parks & Rec. – Hired – Effective 12/22/25
  - H. Wilma Carder – Parks & Rec. – Rate Change – Effective 12/10/25
  - I. Place Holder – Grants – New Hire - Effective
- 4. Minutes and/ or Amended Minutes of Previous Meetings**
  - A. Special Meeting Minutes for November 12<sup>th</sup>, 2025
  - B. Regular Meeting Minutes for November 19<sup>th</sup>, 2025
- 5. Requisitions --- Purchase Orders --- Invoices**
  - A. ARPA Replacement Revenue - \$288,800.00
  - B. Quotes
  - C. Vendor List of Payments
- 6. Exonerations --- Corrective Tickets --- Joint Property Applications:**
  - A. Exonerations
  - B. Corrective Tickets
  - C. Joint Property Application

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 – 550.00
  - B. Series 2016A - \$315.00
  - C. Series 2021A&B – 581.24
  - D. Series 2021B - Requisition #16 - \$821,701.18
  - E. Series 2021B - Cost of Issuance - \$42,218.17
8. **Review—Discuss—Consider** Distributing Opioid Funds in the amount of \$306,151.10
9. **Review—Discuss—Consider** Budget Revisions for the Assessor for FY2025-2026:

| <b>INCREASE</b> |                     |         |
|-----------------|---------------------|---------|
| 001-406-108-00  | OVERTIME            | \$5,000 |
| 001-406-232-00  | BANK FEES / CHARGES | \$100   |
| <b>DECREASE</b> |                     |         |
| 001-406-212-00  | ASSESSORS PRINTING  | \$2,000 |
| 001-406-459-00  | NEW EQUIPMENT       | \$1,100 |
| 001-406-230-00  | CONTRACTUAL         | \$2,000 |

10. **Review—Discuss – Consider** Budget Revisions for the FY2025-2026 Budget for the Tax Office

| <b>TRANSFER:</b> | <b>FROM:</b>                           | <b>TO:</b>                                 |
|------------------|----------------------------------------|--------------------------------------------|
| \$1,409.00       | 001-404-341-00<br>MATERIALS & SUPPLIES | 001-404-459-00<br>CAPITAL OUTLAY EQUIPMENT |

11. **Review—Discuss – Consider** Order of the County Commission which would re-appoint members to the Charles Pointe Community Enhancement District Board

| <b>Name</b>    | <b>Commencement of Term</b> | <b>Term Expiration</b> |
|----------------|-----------------------------|------------------------|
| Theodore Lopez | July 1, 2025                | June 30, 2030          |
| Michael Romano | July 1, 2025                | June 30, 2030          |

12. **Review—Discuss – Consider** Allowing McKinley to create a 3D model of the Courthouse and 1<sup>st</sup> Floor Annex using Revit, a Building Information Modeling (BIM) software. This will create precision drawings to identify potential issues between various building systems (plumbing, electrical, mechanical) and analyze potential risks and hazards
13. **Review—Discuss – Consider** Funding Request from Lumberport
14. **Review—Discuss – Consider** Executing lease with Long Ridge West Virginia, LLC re: Parcel/Tract No.: P/O 15-290-4 (potential executive session 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 of the state or any political subdivision)
15. **Review—Discuss – Consider** Developments and discussions on Rt. 19 property (potential executive session 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 of the state or any political subdivision)

- 16. Review—Discuss – Consider** Declaring the following Properties as an Emergency nuisance within the frame work of the International Property Maintenance Code Ordinance so that Emergency measures/abatement can be commenced.
- A. 13 Parrish Circle, Wallace
  - B. 36 Chestnut Street. Enterprise
  - C. 353 New Quarters Road, Meadowbrook
  - D. 1552 Shinnston Pike Street, Clarksburg
- 17. Review—Discuss – Consider** Access and Remediation Letter Agreement
- 6757 Mount Clare Road, Mount Clare
- 18. Review—Discuss—Consider** Rail Trail Update (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 of the state or any political subdivision)
- 19. Review—Discuss—Consider** Letter to the West Virginia Alcohol Beverage Control Administration
- Clarksburg Country Club, Inc  
199 Club Drive, Clarksburg, West Virginia 26301
- 20. Review—Discuss—Consider** Travel Request for Robert Leonard (Planning Dept.) to go to WVCOA Winter 2025 Seminar – Flatwoods Days Inn Conference Center for the West Virginia Code Officials Association Meeting
- 21. Review—Discuss—Consider** Travel Request for Traci Bodkins (Community Corrections) to go to Morgantown, WV on 11/25/25 for Certification testing
- 22. Administrator’s Report**
- 23. Commissioner Comments – Questions**

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

- A. Weekly Fiduciary Report from the County Clerk**
- 1. Wednesday, November 12<sup>th</sup>, 2025 through Tuesday, November 25<sup>th</sup>, 2025
- B. Monthly Fiduciary Commission Settlements:**
- 1. Guillermina Clutter
  - 2. Lindy Lewis Bennett
  - 3. Devon Ryan Deavers
  - 4. Martin Keith Windon
  - 5. Tillman Lee Williams
  - 6. Ronald Kay Shull
  - 7. Ellen Jane Apicelli
- C. Monthly Minutes/ Financial Information from Various Boards, Committees, and Public Service**
- 1. Enlarged Hepzibah PSD Regular Board Meeting Minutes for October 13, 2025
  - 2. Enlarged Hepzibah PSD Regular Board Meeting Notice for December 1<sup>st</sup>, 2025
  - 3. Enlarged Hepzibah PSD Regular Board Meeting Agenda for December 1<sup>st</sup>, 2025
  - 4. Greater Harrison PSD Regular Board Meeting Minutes for October 16, 2025
  - 5. Sun Valley PSD Cancel / Reschedule Regular Board Meeting Notice December 2, 2025
  - 6. Sun Valley PSD Regular Board Meeting Agenda for December 2, 2025

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

1. **Review—Discuss—Consider** Freeze all spending/expense relating to the re-organization of bonds (i.e MuniCap, Steptoe & Johnson)
  - Amount spent to date on Charles Pointe Bond Restructuring  
(Potential Executive Session to discuss active litigation pursuant to the attorney-client privilege)
2. **Review—Discuss—Consider** Hiring a County Attorney vs Outsourcing Legal Services (Potential Executive Session to discuss active litigation pursuant to the attorney-client privilege)
3. **Review—Discuss—Consider** Adopting Rail Trail Maintenance Standards



Harrison County Commission  
229 S Third Street  
Clarksburg WV 26301

Re: Betty Nutter's will

From: Kimberly Walker  
169 Salisbury Circle  
Bridgeport WV 26330

To The Harrison County Commission

Upon my mother's death on October 3, 2025, I have searched for her last will and testament. As of this date I have been unable to locate it. My mother did not have any safety deposit boxes, safes or areas within the house in which she kept this kind of information. I asked her before her death where it could be and she had no idea. I am kindly asking the Harrison County Commission to have a hearing to accept a copy of her will.

Thank you  
Kimberly Walker

**CC COPY**

**LAST WILL AND TESTAMENT**

**OF**

**BETTY L. NUTTER**

I, **BETTY L. NUTTER**, being of sound mind and disposing memory, do hereby make, publish and declare this instrument to be my last will and testament, hereby revoking all other wills and codicils by me heretofore made.

I.

I direct the payment of all my just debts, my funeral expenses and the expenses incident to the administration of my estate.

II.

I give, devise and bequeath the residue of my estate, whether real, personal or mixed, wheresoever situate, to my husband, Donald W. Nutter, in fee simple absolute.

III.

Should my husband, Donald W. Nutter, predecease me, or in the event my husband and I should meet our deaths in a common disaster and under such circumstances that there is no presumption at law of survivorship, then I give, devise and bequeath the residue of my estate, whether real, personal or mixed, wheresoever situate, to my daughter, Tammy Sue Light and my daughter, Kimberly L. Mahdavi, share and share alike, however, if one of my daughters should predecease me, the share of such child predeceasing me shall go to increase the share of the survivor.

IV.

I hereby nominate and appoint my daughter, Kimberly L. Mahdavi, as Executrix of this my Last Will and Testament and I direct that no security or bond be required of her as such Executrix. Should my daughter, Kimberly L. Mahdavi, predecease me, or in the event my said Executrix is unable or unwilling to serve as such Executrix of this my Last Will and Testament, then I nominate and appoint, my daughter, Tammy Sue Light, as Executrix of this my Last Will and Testament and I direct that no security or bond be required of him as such Executrix.

IN WITNESS WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of January, 2018.

Betty L. Nutter  
**BETTY L. NUTTER**

The signature of the testatrix was made, and the foregoing will was acknowledged to be her last will and testament by said testatrix, in the presence of us, three competent witnesses, present at the same time, and we, the said witnesses, do hereunto subscribe said will on the date last written in the presence of said testatrix and of each other, at the request of said testatrix, who was then of sound mind and over the age of eighteen years.

Ruth A. McIntyre residing at 2037 Beech St.  
Clarksburg, WV 26301

C. Rhine Shadd residing at 122 Poplar Street  
Lost Creek, WV 26385

Tiffany L Shadd residing at 188 LAMA FORK ROAD  
WALLACE, WV 26448

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

We, Paul A. McIntyre, C. Diane Shadd, and Tiffany L. Shadd, after being duly sworn, do severally depose and say that we

have this day acted as attesting witnesses to the signing of the last will and testament of **BETTY L. NUTTER**, which said will bears date the 26<sup>th</sup> day of January, 2018, and to which said will this affidavit is attached; that we are making and subscribing this affidavit at the request of the said **BETTY L. NUTTER** to be preserved with her last will and testament and be produced and offered in evidence to establish and prove the said last will and testament when the same is offered for probate; that said will was signed by said testatrix in the presence of us, we and said testatrix being then present together; that each of us subscribed our names as attesting witnesses in the presence of each other; that at the time of the execution and signing of said will, we believed the testatrix to be of sound and disposing mind and memory and over eighteen years of age; and that, in our opinion, she knew what property she owned and to whom she wanted to give the same; and further these deponents sayeth naught.

Paul A. McIntyre  
C. Diane Shadd  
Tiffany L. Shadd

Taken, subscribed and sworn to by Paula A. McIntyre,  
C. Diane Shadd and Tiffany L. Shadd before the  
undersigned Notary Public this 26<sup>th</sup> day of January, 2018.

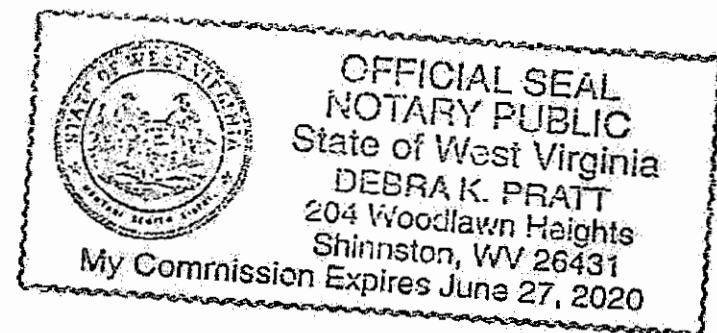
Debra K Pratt  
NOTARY PUBLIC

My Commission Expires:

June 27, 2020

PREPARED BY:

**KUPEC & ASSOCIATES, P.L.L.C.**  
Attorneys at Law  
228 Court Street  
Clarksburg, WV 26301



# PAYROLL CHANGE NOTICE

|                                   |                |                                   |       |
|-----------------------------------|----------------|-----------------------------------|-------|
| DATE OF CHANGE<br><i>11-20-25</i> | EMPLOYEE #     | SOCIAL SECURITY NO                |       |
| NAME<br><i>Scott Williams</i>     |                | ADDRESS                           |       |
| PHONE                             | CITY/STATE/ZIP | DEPARTMENT<br><i>730 Security</i> | SHIFT |

## THE CHANGE(S):

| ✓ All Applicable Boxes                 | FROM | TO |
|----------------------------------------|------|----|
| <input type="checkbox"/> DEPARTMENT    |      |    |
| <input type="checkbox"/> JOB           |      |    |
| <input type="checkbox"/> SHIFT         |      |    |
| <input type="checkbox"/> RATE          |      |    |
| <input type="checkbox"/> ADDRESS/PHONE |      |    |
| <input type="checkbox"/> BENEFIT PLAN  |      |    |
| <input type="checkbox"/> OTHER _____   |      |    |
| <input type="checkbox"/> OTHER _____   |      |    |

## THE REASON FOR THE CHANGE(S):

|                                                                                                                    |                                                        |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> HIRED                                                                                     | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED                                                                                  | <input type="checkbox"/> LENGTH OF SERVICE INCREASE    |
| <input type="checkbox"/> PROMOTION                                                                                 | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION                                                                                  | <input checked="" type="checkbox"/> RESIGNATION        |
| <input type="checkbox"/> TRANSFER                                                                                  | <input type="checkbox"/> RETIREMENT                    |
| <input type="checkbox"/> MERIT INCREASE                                                                            | <input type="checkbox"/> LAYOFF                        |
| <input type="checkbox"/> WAGE SCALE CHANGE                                                                         | <input type="checkbox"/> DISCHARGE                     |
| <input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)                                     |                                                        |
| TYPE OF LEAVE _____                                                                                                |                                                        |
| <input checked="" type="checkbox"/> OTHER (Explain) _____<br><i>Turned in resignation effective as of 11-20-25</i> |                                                        |

## AUTHORIZATION:

|                                               |                         |
|-----------------------------------------------|-------------------------|
| EMPLOYEE SIGNATURE                            | DATE                    |
| SUPERVISOR SIGNATURE                          | DATE                    |
| HUMAN RESOURCES MANAGER<br><i>[Signature]</i> | DATE<br><i>11-20-25</i> |



# PAYROLL CHANGE NOTICE

|                             |                |                                |       |
|-----------------------------|----------------|--------------------------------|-------|
| DATE OF CHANGE              | EMPLOYEE #     | SOCIAL SECURITY NO             |       |
| NAME<br><b>William WEBB</b> |                | ADDRESS                        |       |
| PHONE                       | CITY/STATE/ZIP | DEPARTMENT<br><b>Com Coll.</b> | SHIFT |

## THE CHANGE(S):

| ✓ All Applicable Boxes                 | FROM | TO                   |
|----------------------------------------|------|----------------------|
| <input type="checkbox"/> DEPARTMENT    |      |                      |
| <input type="checkbox"/> JOB           |      |                      |
| <input type="checkbox"/> SHIFT         |      |                      |
| <input type="checkbox"/> RATE          |      | <b>\$20 Per Hour</b> |
| <input type="checkbox"/> ADDRESS/PHONE |      |                      |
| <input type="checkbox"/> BENEFIT PLAN  |      |                      |
| <input type="checkbox"/> OTHER _____   |      |                      |
| <input type="checkbox"/> OTHER _____   |      |                      |

## THE REASON FOR THE CHANGE(S):

|                                                                                |                                                        |
|--------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> HIRED                                                 | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input checked="" type="checkbox"/> RE-HIRED                                   | <input type="checkbox"/> LENGTH OF SERVICE INCREASE    |
| <input type="checkbox"/> PROMOTION                                             | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION                                              | <input type="checkbox"/> RESIGNATION                   |
| <input type="checkbox"/> TRANSFER                                              | <input type="checkbox"/> RETIREMENT                    |
| <input type="checkbox"/> MERIT INCREASE                                        | <input type="checkbox"/> LAYOFF                        |
| <input type="checkbox"/> WAGE SCALE CHANGE                                     | <input type="checkbox"/> DISCHARGE                     |
| <input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE) |                                                        |
| TYPE OF LEAVE _____                                                            |                                                        |
| <input type="checkbox"/> OTHER (Explain) _____                                 |                                                        |

## AUTHORIZATION:

|                                                                                                              |                         |
|--------------------------------------------------------------------------------------------------------------|-------------------------|
| EMPLOYEE SIGNATURE                                                                                           | DATE                    |
| SUPERVISOR SIGNATURE<br> | DATE<br><b>11/20/25</b> |
| HUMAN RESOURCES MANAGER                                                                                      | DATE                    |





# PAYROLL CHANGE NOTICE

|                              |                |                    |       |
|------------------------------|----------------|--------------------|-------|
| DATE OF CHANGE<br>11/10/2025 | EMPLOYEE #     | SOCIAL SECURITY NO |       |
| NAME<br>Donald Kraemer       |                | ADDRESS            |       |
| PHONE                        | CITY/STATE/ZIP | DEPARTMENT<br>L.E. | SHIFT |

## THE CHANGE(S):

| ✓ All Applicable Boxes                 | FROM | TO |
|----------------------------------------|------|----|
| <input type="checkbox"/> DEPARTMENT    |      |    |
| <input type="checkbox"/> JOB           |      |    |
| <input type="checkbox"/> SHIFT         |      |    |
| <input type="checkbox"/> RATE          |      |    |
| <input type="checkbox"/> ADDRESS/PHONE |      |    |
| <input type="checkbox"/> BENEFIT PLAN  |      |    |
| <input type="checkbox"/> OTHER _____   |      |    |
| <input type="checkbox"/> OTHER _____   |      |    |

## THE REASON FOR THE CHANGE(S):

|                                                                                                                                                |                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> HIRED                                                                                                                 | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED                                                                                                              | <input type="checkbox"/> LENGTH OF SERVICE INCREASE    |
| <input type="checkbox"/> PROMOTION                                                                                                             | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION                                                                                                              | <input type="checkbox"/> RESIGNATION                   |
| <input type="checkbox"/> TRANSFER                                                                                                              | <input type="checkbox"/> RETIREMENT                    |
| <input type="checkbox"/> MERIT INCREASE                                                                                                        | <input type="checkbox"/> LAYOFF                        |
| <input type="checkbox"/> WAGE SCALE CHANGE                                                                                                     | <input type="checkbox"/> DISCHARGE                     |
| <input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)                                                                 |                                                        |
| TYPE OF LEAVE _____                                                                                                                            |                                                        |
| <input checked="" type="checkbox"/> OTHER (Explain) Effective 11/10/2025, Deputy Kraemer became a K-9 handler PCO from Full Time Hourly to K-9 |                                                        |

## AUTHORIZATION:

|                                                     |                    |
|-----------------------------------------------------|--------------------|
| EMPLOYEE SIGNATURE                                  | DATE               |
| SUPERVISOR SIGNATURE<br><i>Robert J. Matheny II</i> | DATE               |
| HUMAN RESOURCES MANAGER<br><i>Jamara</i>            | DATE<br>11/20/2025 |





# PAYROLL CHANGE NOTICE

|                                   |                |                                 |       |
|-----------------------------------|----------------|---------------------------------|-------|
| DATE OF CHANGE<br><i>11-20-25</i> | EMPLOYEE #     | SOCIAL SECURITY NO<br>        - |       |
| NAME<br><i>Brandy Salinetto</i>   |                | ADDRESS                         |       |
| PHONE                             | CITY/STATE/ZIP | DEPARTMENT                      | SHIFT |

## THE CHANGE(S):

| ✓ All Applicable Boxes                 | FROM | TO |
|----------------------------------------|------|----|
| <input type="checkbox"/> DEPARTMENT    |      |    |
| <input type="checkbox"/> JOB           |      |    |
| <input type="checkbox"/> SHIFT         |      |    |
| <input type="checkbox"/> RATE          |      |    |
| <input type="checkbox"/> ADDRESS/PHONE |      |    |
| <input type="checkbox"/> BENEFIT PLAN  |      |    |
| <input type="checkbox"/> OTHER _____   |      |    |
| <input type="checkbox"/> OTHER _____   |      |    |

## THE REASON FOR THE CHANGE(S):

|                                                                                                  |                                                        |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> HIRED                                                                   | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED                                                                | <input type="checkbox"/> LENGTH OF SERVICE INCREASE    |
| <input type="checkbox"/> PROMOTION                                                               | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION                                                                | <input checked="" type="checkbox"/> RESIGNATION        |
| <input type="checkbox"/> TRANSFER                                                                | <input type="checkbox"/> RETIREMENT                    |
| <input type="checkbox"/> MERIT INCREASE                                                          | <input type="checkbox"/> LAYOFF                        |
| <input type="checkbox"/> WAGE SCALE CHANGE                                                       | <input type="checkbox"/> DISCHARGE                     |
| <input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)                   |                                                        |
| TYPE OF LEAVE _____                                                                              |                                                        |
| <input checked="" type="checkbox"/> OTHER (Explain) <i>Employee quit after work on Wednesday</i> |                                                        |

## AUTHORIZATION:

|                                               |                         |
|-----------------------------------------------|-------------------------|
| EMPLOYEE SIGNATURE                            | DATE                    |
| SUPERVISOR SIGNATURE                          | DATE                    |
| HUMAN RESOURCES/MANAGER<br><i>[Signature]</i> | DATE<br><i>11-24-25</i> |



# PAYROLL CHANGE NOTICE

|                                   |                |                    |       |
|-----------------------------------|----------------|--------------------|-------|
| DATE OF CHANGE<br><u>11/24/25</u> | EMPLOYEE #     | SOCIAL SECURITY NO |       |
| NAME<br><u>David Romano</u>       |                | ADDRESS            |       |
| PHONE                             | CITY/STATE/ZIP | DEPARTMENT         | SHIFT |

## THE CHANGE(S):

| ✓ All Applicable Boxes                          | FROM | TO              |
|-------------------------------------------------|------|-----------------|
| <input type="checkbox"/> DEPARTMENT             |      |                 |
| <input type="checkbox"/> JOB                    |      |                 |
| <input type="checkbox"/> SHIFT                  |      |                 |
| <input type="checkbox"/> RATE                   |      |                 |
| <input type="checkbox"/> ADDRESS/PHONE          |      |                 |
| <input type="checkbox"/> BENEFIT PLAN           |      |                 |
| <input checked="" type="checkbox"/> OTHER _____ |      | <u>1,200.00</u> |
| <input type="checkbox"/> OTHER _____            |      |                 |

## THE REASON FOR THE CHANGE(S):

|                                                                                |                                                        |
|--------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> HIRED                                                 | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED                                              | <input type="checkbox"/> LENGTH OF SERVICE INCREASE    |
| <input type="checkbox"/> PROMOTION                                             | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION                                              | <input type="checkbox"/> RESIGNATION                   |
| <input type="checkbox"/> TRANSFER                                              | <input type="checkbox"/> RETIREMENT                    |
| <input type="checkbox"/> MERIT INCREASE                                        | <input type="checkbox"/> LAYOFF                        |
| <input type="checkbox"/> WAGE SCALE CHANGE                                     | <input type="checkbox"/> DISCHARGE                     |
| <input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE) |                                                        |
| TYPE OF LEAVE _____                                                            |                                                        |
| <input type="checkbox"/> OTHER (Explain) <u>2025 Contract Pay</u>              |                                                        |

## AUTHORIZATION:

|                                             |                         |
|---------------------------------------------|-------------------------|
| EMPLOYEE SIGNATURE<br><u>David Romano</u>   | DATE<br><u>11/24/25</u> |
| SUPERVISOR SIGNATURE<br><u>David Romano</u> | DATE<br><u>11/24/25</u> |
| HUMAN RESOURCES MANAGER                     | DATE                    |



# PAYROLL CHANGE NOTICE

|                            |                |                    |       |
|----------------------------|----------------|--------------------|-------|
| DATE OF CHANGE<br>12-10-25 | EMPLOYEE #     | SOCIAL SECURITY NO |       |
| NAME<br>Harold Richards    |                | ADDRESS            |       |
| PHONE                      | CITY/STATE/ZIP | DEPARTMENT<br>900  | SHIFT |

## THE CHANGE(S):

| ✓ All Applicable Boxes                   | FROM | TO  |
|------------------------------------------|------|-----|
| <input type="checkbox"/> DEPARTMENT      |      |     |
| <input type="checkbox"/> JOB             |      |     |
| <input type="checkbox"/> SHIFT           |      |     |
| <input checked="" type="checkbox"/> RATE | B-4  | D-2 |
| <input type="checkbox"/> ADDRESS/PHONE   |      |     |
| <input type="checkbox"/> BENEFIT PLAN    |      |     |
| <input type="checkbox"/> OTHER _____     |      |     |
| <input type="checkbox"/> OTHER _____     |      |     |

## THE REASON FOR THE CHANGE(S):

|                                                                                |                                                        |
|--------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> HIRED                                                 | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED                                              | <input type="checkbox"/> LENGTH OF SERVICE INCREASE    |
| <input type="checkbox"/> PROMOTION                                             | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION                                              | <input type="checkbox"/> RESIGNATION                   |
| <input type="checkbox"/> TRANSFER                                              | <input type="checkbox"/> RETIREMENT                    |
| <input type="checkbox"/> MERIT INCREASE                                        | <input type="checkbox"/> LAYOFF                        |
| <input type="checkbox"/> WAGE SCALE CHANGE                                     | <input type="checkbox"/> DISCHARGE                     |
| <input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE) |                                                        |
| TYPE OF LEAVE _____                                                            |                                                        |
| <input type="checkbox"/> OTHER (Explain) _____                                 |                                                        |

## AUTHORIZATION:

|                         |               |
|-------------------------|---------------|
| EMPLOYEE SIGNATURE      | DATE          |
| SUPERVISOR SIGNATURE    | DATE          |
| HUMAN RESOURCES MANAGER | DATE 11-25-25 |



# PAYROLL CHANGE NOTICE

|                                   |                |                               |       |
|-----------------------------------|----------------|-------------------------------|-------|
| DATE OF CHANGE<br><i>12-22-25</i> | EMPLOYEE #     | SOCIAL SECURITY NO<br>      - |       |
| NAME<br><i>Michelle Rowan</i>     |                | ADDRESS                       |       |
| PHONE                             | CITY/STATE/ZIP | DEPARTMENT<br><i>900</i>      | SHIFT |

## THE CHANGE(S):

| ✓ All Applicable Boxes                   | FROM | TO                           |
|------------------------------------------|------|------------------------------|
| <input type="checkbox"/> DEPARTMENT      |      |                              |
| <input checked="" type="checkbox"/> JOB  |      | <i>Recreation Specialist</i> |
| <input type="checkbox"/> SHIFT           |      |                              |
| <input checked="" type="checkbox"/> RATE |      | <i>C-1</i>                   |
| <input type="checkbox"/> ADDRESS/PHONE   |      |                              |
| <input type="checkbox"/> BENEFIT PLAN    |      |                              |
| <input type="checkbox"/> OTHER _____     |      |                              |
| <input type="checkbox"/> OTHER _____     |      |                              |

## THE REASON FOR THE CHANGE(S):

|                                                                                |                                                        |
|--------------------------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> HIRED                                      | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED                                              | <input type="checkbox"/> LENGTH OF SERVICE INCREASE    |
| <input type="checkbox"/> PROMOTION                                             | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION                                              | <input type="checkbox"/> RESIGNATION                   |
| <input type="checkbox"/> TRANSFER                                              | <input type="checkbox"/> RETIREMENT                    |
| <input type="checkbox"/> MERIT INCREASE                                        | <input type="checkbox"/> LAYOFF                        |
| <input type="checkbox"/> WAGE SCALE CHANGE                                     | <input type="checkbox"/> DISCHARGE                     |
| <input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE) |                                                        |
| TYPE OF LEAVE _____                                                            |                                                        |
| <input type="checkbox"/> OTHER (Explain) _____                                 |                                                        |
| _____                                                                          |                                                        |
| _____                                                                          |                                                        |

## AUTHORIZATION:

|                                                |                         |
|------------------------------------------------|-------------------------|
| EMPLOYEE SIGNATURE                             | DATE                    |
| SUPERVISOR SIGNATURE                           | DATE                    |
| HUMAN RESOURCES MANAGER<br><i>John L. Gadd</i> | DATE<br><i>11-25-25</i> |





# PAYROLL CHANGE NOTICE

|                                   |                |                          |       |
|-----------------------------------|----------------|--------------------------|-------|
| DATE OF CHANGE<br><i>12-10-25</i> | EMPLOYEE #     | SOCIAL SECURITY NO       |       |
| NAME<br><i>Wilma Carder</i>       |                | ADDRESS                  |       |
| PHONE                             | CITY/STATE/ZIP | DEPARTMENT<br><i>900</i> | SHIFT |

## THE CHANGE(S):

| ✓ All Applicable Boxes                   | FROM       | TO         |
|------------------------------------------|------------|------------|
| <input type="checkbox"/> DEPARTMENT      |            |            |
| <input type="checkbox"/> JOB             |            |            |
| <input type="checkbox"/> SHIFT           |            |            |
| <input checked="" type="checkbox"/> RATE | <i>6-2</i> | <i>8-2</i> |
| <input type="checkbox"/> ADDRESS/PHONE   |            |            |
| <input type="checkbox"/> BENEFIT PLAN    |            |            |
| <input type="checkbox"/> OTHER _____     |            |            |
| <input type="checkbox"/> OTHER _____     |            |            |

## THE REASON FOR THE CHANGE(S):

|                                                                                |                                                        |
|--------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> HIRED                                                 | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE-HIRED                                              | <input type="checkbox"/> LENGTH OF SERVICE INCREASE    |
| <input type="checkbox"/> PROMOTION                                             | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION                                              | <input type="checkbox"/> RESIGNATION                   |
| <input type="checkbox"/> TRANSFER                                              | <input type="checkbox"/> RETIREMENT                    |
| <input type="checkbox"/> MERIT INCREASE                                        | <input type="checkbox"/> LAYOFF                        |
| <input type="checkbox"/> WAGE SCALE CHANGE                                     | <input type="checkbox"/> DISCHARGE                     |
| <input type="checkbox"/> LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE) |                                                        |
| TYPE OF LEAVE _____                                                            |                                                        |
| <input type="checkbox"/> OTHER (Explain) _____                                 |                                                        |

## AUTHORIZATION:

|                                               |                         |
|-----------------------------------------------|-------------------------|
| EMPLOYEE SIGNATURE                            | DATE                    |
| SUPERVISOR SIGNATURE                          | DATE                    |
| HUMAN RESOURCES MANAGER<br><i>[Signature]</i> | DATE<br><i>11-25-25</i> |



At the Special meeting of the County Commission of Harrison County held on Wednesday, November 12, 2025, Commissioners Susan Thomas and David Hinkle were present. Patsy Trecost II was absent. Also present were Laura Pysz-Laulis -County Administrator, John Spires -County Clerk and Trey Simmerman - County Attorney. Commissioner Thomas opened the meeting, said a prayer, and led those present in the Pledge of Allegiance to the flag.

1. Review—Discuss—Consider Budget Revisions for FY2025-2026: Laura Pysz-Laulis explains budget revisions for General County, County Commission 401, and 717. Moving money from Transfer of other funds into Refunds and Reimbursements, increased amount by \$25,000.00, added \$1,000.00 to Overtime budget. GSB Warranty Claims- \$5,000.00 was added, Ellis property- added \$20,000.00, and Dues and Subscriptions - \$20,000.00 was added. Thomas requested a list of expenditures that come out of Dues and Subscriptions. Hinkle moved to approve Budget Revisions for FY2025-2026 as presented. Commission concurred.

2. Review—Discuss—Consider: Hinkle moved to approve Vendor List of Payments. Commission concurred.

A. Vendor List of Payments

3. Review—Discuss—Consider Status of WV PBM Litigation and 11/4/2025 Fitzsimmons Law correspondence (Potential Executive Session to discuss active litigation pursuant to the attorney client privilege): Hinkle moved to drop all claims with the exception of nuisance claims, per the recommendations by Fitzsimmons Law and they continue to represent the County on the case going forward. Commission concurred.

4. Review—Discuss—Consider Vital Services Levy and Departments / Organizations within the levy discussion (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 of the state or any political subdivision): Hinkle moved to enter Executive Session with Trey Simmerman and Laura Pysz-Laulis. Commission concurred. Hinkle moved to exit Executive Session. Commission concurred. Trecost was absent.

Hinkle moved to adjourn. Commission concurred.

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

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Susan Thomas, President

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Date

DRAFT



At the regular meeting of the County Commission of Harrison County held on Wednesday, November 19, 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, via zoom. Commissioner Thomas opened the meeting. Commissioner Trecost said a prayer and led those present in the Pledge of Allegiance to the flag.

1. Public Comment Period: Mike Queen – Harrison County Historic Preservation Alliance, asked about status of levy and wanting to meet with the Commission privately. Michael Spatafore – Historic Preservation Alliance, spoke of Clarksburg History Museum recognition.

10:05 A.M. --- Hearing to Administratively Closing Delinquent or Un-progressed Estates: Thomas opened Estate hearing.

Winfield Cain Jr. Estate – Debra Morrison - okay with estate being closed.

Donna Williams Estate – Richard Marsh Council for the Administrator of estate – wants estate to remain open.

Ina Pennington Estate – Jennifer Douglas – wants estate to be closed.

Hinkle moved to close estate hearing. Commission concurred.

10:10 A.M. --- Hearing to accept a copy of a will – Charlene Davis Estate: Louise Johnson – Daughter, presented a copy of the Will. Hinkle moved to accept copy of the will for Charlene Davis and admit to probate. Commission concurred.

10:15 A.M. --- Special Funding request from Fort New Salem requesting \$5,000.00 towards funding Spirit of Christmas in the Mountains: Larry Rine – gave a background on Fort New Salem and spoke about funding request for transportation. Hinkle moved to provide \$5000.00 to cover Centra Bus Costs. Commission concurred.

10:20 A.M. --- Special Funding request from the West Virginia Black Heritage Festival, Inc requesting \$21,000.00 towards lowering operational costs and making maintenance repairs: James Griffin spoke about heating, plumbing and security issues. Trecost moved to approve \$21,000.00 from fund 026 to lower operating costs. Commission concurred.

10:25 A.M. --- Special Funding request from Shinnston Turkey Trot, Inc. requesting \$1,500.00 towards funding the Shinnston Turkey Trot Event: Jason Martin spoke of the Turkey Trot Event

and what the funding request would cover. Trecost moved to grant \$1,500.00. Commission concurred.

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

3. Payroll Change Notices: Trecost moved to approve Payroll Change Notices A and B. Commission concurred.

A. McKenzie Kovar – 911 – Rate Increase – Effective 11/25/2025

B. Kimberly Malejko – Parks & Rec. – New Hire Director of Parks & Rec – Effective 12/15/25

4. Minutes and/ or Amended Minutes of Previous Meetings: Trecost moved to approve and adopt into record Meeting Minutes for Wednesday, November 5, 2025. Commission concurred.

A. Regular Meeting Minutes for Wednesday, November 5, 2025

5. Requisitions --- Purchase Orders --- Invoices: Trecost moved to approve A and B. Commission concurred.

A. Quotes

B. Vendor List of Payments

6. Exonerations --- Corrective Tickets --- Joint Property Applications: Trecost moved to approve

A. Exonerations. 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: Trecost moved to approve 7A for \$236.00. Commission concurred.

A. Series 2008A - \$236.00

8. Review—Discuss—Consider Order administratively closing delinquent or un-progressed estates: Trecost moved to sign the order closing all except Donna Williams' estate.

9. Review—Discuss – Consider Budget Revisions – Vital Services: Trecost moved to approve budget revisions as approved by staff. Commission concurred.

10. Review—Discuss – Consider Duties of Courthouse Security and Memorandum of Understanding with the Sheriff for Courthouse Security Personnel (Potential Executive session to consider matters arising from the appointment, employment, retirement, promotion, transfer, demotion, disciplining, resignation, discharge, dismissal or compensation of a public officer or employee, or prospective public officer or employee): Trecost moved to approve order placing security in hands of the County Commission, coordinating with the Sheriff and make MOU part of records. Hinkle and Trecost voted for. Thomas voted against. Motion carried.

11. Review—Discuss—Consider Update from Chad Biller: Laura Pysz-Laulis provided an email update from Chad Biller: Mapping almost complete on both sections of rail trail and should be finished by the 1<sup>st</sup> of January and then Design and Permitting can begin when mapping is complete.

12. Review—Discuss—Consider Rail Trail Update (Potential Executive Session pursuant to 6-9A4(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 of the state or any political subdivision): Hinkle moved to enter Executive Session with Laura Pysz-Laulis. Commission concurred. Hinkle moved to exit Executive Session. Trecoast left meeting. Thomas and Hinkle voted for. Motion carried.

13. Review—Discuss—Consider Update on Sewer (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 of the state or any political subdivision): No Action Taken

14. Review—Discuss—Consider Update on Ellis Property (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 of the state or any political subdivision): No Action Taken

15. Review—Discuss—Consider Travel Request for the following 911 employees to go to WV 911 Council Meeting in Beckley, WV on December 5th, 2025: Hinkle moved to approve. Thomas and Hinkle voted for. Motion carried.

- A. Paul Bump
- B. Travis Miller
- C. Chris Cutright

16. Review—Discuss—Consider Travel Request for the following 911 employees to go to West Virginia Northern Community College, New Martinsville Campus on December 3rd, 2025 for the APCO Cybersecurity Fundamentals class: Hinkle moved to approve. Thomas and Hinkle voted for. Motion carried.

- A. Bianca Jamen
- B. Gary Keith
- C. Natasha McDaniel
- D. Michelle Payton

17. Administrator's Report: Laura Pysz-Laulis gave a reminder of the Commission Meeting Schedule and an update on the Courthouse elevator.

18. Commissioner Comments – Questions: Hinkle spoke of wanting to do a plaza Christmas Ceremony.

Hinkle moved to adjourn. Thomas and Hinkle voted for. Motion carried.

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

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Susan Thomas, President

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Date



5-A.

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**

**Division of Highways**

1900 Kanawha Boulevard East • Building Five • Room 110  
Charleston, West Virginia 25305-0430 • (304) 558-3505

Stephen T. Rumbaugh, P. E.  
Secretary of Transportation  
Commissioner of Highways

**October 3, 2025**

**Harrison County Commission  
229 South 3<sup>rd</sup> Street  
Clarksburg, West Virginia 26301**

**Dear Harrison County Commission:**

The enclosed proposed agreement is for the Rail Trail Connector to North Bend Rail Trail Transportation Alternatives Program (TA) project (State Project: U317-RAIL-1. 00) in Harrison County. Please review the proposed agreement carefully as it will indicate the manner in which your project will be funded. If Sections A and B do not fully reflect the scope of work envisioned by your request, please make any changes you feel are appropriate and return the revised document for our consideration.

If this proposed agreement is acceptable, please sign and return it, along with your Resolution and required Sponsor's match/check, payable to the West Virginia Division of Highways, in the amount of \$288,800.00. Do not date the front page, paragraph one, as this date will be entered when the Agreement is fully executed. Once the proposed agreement is fully executed, you will receive a copy for your files.

Should you have any questions, please contact Ms. Kylenea Nunnally, Project Manager with our Grant Administration Unit within Planning Division, at (304) 414-6959 or by email at [Kylenea.C.Nunnally@wv.gov](mailto:Kylenea.C.Nunnally@wv.gov). Correspondence can be mailed to the West Virginia Division of Highways, Planning Division, Building 6, Room 220, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305

**Sincerely,**

A handwritten signature in dark ink, appearing to read "Stephen T. Rumbaugh".

**Stephen T. Rumbaugh, P. E.  
Secretary of Transportation/  
Commissioner of Highways**

**STR:Nt**

**Enclosures**

| Date of Meeting | 12/3/2025             | QUOTES                                                                               |            |                |
|-----------------|-----------------------|--------------------------------------------------------------------------------------|------------|----------------|
| Department      | Vendor                | Description                                                                          | Price      | Line Item #    |
| 911             | Insight Public Sector | (12) Viewsonic ColorPro Dual Pack<br>24 inch monitors                                | \$6,119.88 | 027-711-459-00 |
| Assessor        | US Bank - Amazon      | Logitech MK270 Wireless<br>Keyboard and Mouse Combo for<br>Windows                   | \$28.99    |                |
| Assessor        | US Bank - Amazon      | Fuser Maintenance Kit Compatible<br>for HP Color                                     | \$239.99   |                |
| Commission      | US Bank - Amazon      | Amazon Basics Computer Speaker<br>for Desktop or Laptop PC, AC -<br>Powered - Grants | \$30.39    | 001-401-341-00 |
| County Clerk    | Amsterdam Printing    | Employee History Folder                                                              | \$219.72   | 001-424-341-00 |

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COMMISSIONER'S SIGNATURE

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COMMISSIONER'S SIGNATURE

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COMMISSIONER'S SIGNATURE



| Date of Meeting | 12/3/2025                              | Invoice                                                                                                                   |                        |       |                        |             |                         |      |        |
|-----------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------|------------------------|-------|------------------------|-------------|-------------------------|------|--------|
| Department      | Vendor                                 | Description                                                                                                               | General<br>County Fund | E-911 | Vital Services<br>Levy | Community   | Community               | ARP  |        |
| Name            | Name                                   | Note                                                                                                                      | 001                    | 007   | 027                    | Corrections | Improvement<br>Fund 026 | Fund | Needed |
| 911 Center      | Hart Office Solutions                  | Copier Rental for 911                                                                                                     |                        |       | 166.00                 |             |                         |      |        |
| 911 Center      | Commerce District at<br>Charles Pointe | Monthly HOA for 911<br>Cneter                                                                                             |                        |       | 834.40                 |             |                         |      |        |
| 911 Center      | Lowes                                  | Pledge Allergy                                                                                                            |                        |       | 9.48                   |             |                         |      |        |
| 911 Center      | Lowes                                  | Lysol Disinfectant<br>Wipes, Pin Sol<br>Cleaner, and Windex<br>for JSJOC Charles<br>Pointe                                |                        |       | 51.70                  |             |                         |      |        |
| 911 Center      | Central Square<br>Technologies         | Completion of CAD PS<br>Pro - APCO<br>Intellicomm (EMD<br>program) interface<br>and associated<br>technical services      |                        |       | 4680.00                |             |                         |      |        |
| 911 Center      | A-1 Exterminating                      | General Pest Control<br>Services for JSJOC<br>Charles Pointe                                                              |                        |       | 75.00                  |             |                         |      |        |
| 911 Center      | UniFirst Corp                          | Carpet Runner Service<br>for JSJOC Charles<br>Pointe                                                                      |                        |       | 62.25                  |             |                         |      |        |
| 911 Center      | The Water Shop                         | Bottled Water<br>Delivery for JSJOC<br>Charles Pointe                                                                     |                        |       | 30.00                  |             |                         |      |        |
| 911 Center      | JT Martin Fire & Safety                | Recharge 5# ABC Dry<br>Chemical fire<br>extinguisher and<br>replace O Ring after<br>inspection at JSJOC<br>Charles Pointe |                        |       | 28.96                  |             |                         |      |        |

5-C.

|                            |                            |                                                                                                                               |  |  |          |  |  |  |               |
|----------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------|--|--|----------|--|--|--|---------------|
| <b>911 Center</b>          | Mon Power                  | Salem Tower Electric Utility Bill                                                                                             |  |  |          |  |  |  | <b>500.43</b> |
| <b>911 Center</b>          | Mon Power                  | Shinnston Tower Electric Utility Bill                                                                                         |  |  |          |  |  |  | <b>560.91</b> |
| <b>911 Center</b>          | Canon Financial Services   | Copier Rental Fees for 911                                                                                                    |  |  | 261.96   |  |  |  |               |
| <b>911 Center</b>          | APCO International         | Multiple Recertifications                                                                                                     |  |  | 225.00   |  |  |  |               |
|                            |                            |                                                                                                                               |  |  |          |  |  |  |               |
| <b>Ambulance Authority</b> | City of Salem              | October 2025 Allotment - 34 runs @ \$31.26 per run                                                                            |  |  | 1062.84  |  |  |  |               |
| <b>Ambulance Authority</b> | Nutter Fort VFD            | October 2025 Allotment - 34 runs @ \$31.26 per run                                                                            |  |  | 1062.84  |  |  |  |               |
| <b>Ambulance Authority</b> | Harrison County EMS        | October 2025 Allotments for EMS61 (308runs), EMS62 (56 runs), EMS63 (175 runs), EMS67 (153 runs) @ \$31.26/run                |  |  | 21631.92 |  |  |  |               |
| <b>Ambulance Authority</b> | Bridgeport Fire Dept. /EMS | October 2025 Allotments for BEMS51 (123 runs), BEMS52 (95 runs) @ \$31.26 / run                                               |  |  | 6814.68  |  |  |  |               |
| <b>Ambulance Authority</b> | Anmoore EMS                | October 20258 Allotment - 182 runs @ \$31.26 / run                                                                            |  |  | 5871.32  |  |  |  |               |
|                            |                            |                                                                                                                               |  |  |          |  |  |  |               |
| <b>Animal Control</b>      | CentralSquare              | Dues & Subscriptions - (1) PS Pro - Additional System Agencies - Harrison County Animal Control - CAD Annual Subscription Fee |  |  | \$318.08 |  |  |  |               |

|                       |                                        |                                                                                                                   |            |  |          |  |  |              |  |
|-----------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------|------------|--|----------|--|--|--------------|--|
| <b>Animal Control</b> | Hope Gas                               | Animal Control Gas Utility Bill                                                                                   |            |  | \$523.07 |  |  |              |  |
| <b>Animal Control</b> | Lacey Workman                          | Mileage - Lacey Workman                                                                                           |            |  | \$163.80 |  |  |              |  |
| <b>Animal Control</b> | Waste Management - Meadowfill Landfill | Landfill Dump                                                                                                     |            |  | \$13.51  |  |  |              |  |
| <b>Animal Control</b> | Special Tee's                          | Shirt Order for Animal Control                                                                                    |            |  | \$677.00 |  |  |              |  |
| <b>Animal Control</b> | Mon Power                              | Animal Control Electric Utility Bill                                                                              |            |  | \$195.44 |  |  |              |  |
| <b>Animal Control</b> | Tractor Supply Co                      | Dog Food                                                                                                          |            |  | \$259.90 |  |  |              |  |
|                       |                                        |                                                                                                                   |            |  |          |  |  |              |  |
| <b>ARPA</b>           | WV Division of Highways                | North Ben Rail Trail - 20% Match for TA and CDS grant awarded funds                                               |            |  |          |  |  | \$288,800.00 |  |
|                       |                                        |                                                                                                                   |            |  |          |  |  |              |  |
| <b>Assessor</b>       | Chenoweth Ford                         | Parts - Assessor - Plate #CY56977 - (1) Bush, (1) Bush, (1) Stabilizer Link, (1) Brake Lining Kit                 | \$167.43   |  |          |  |  |              |  |
| <b>Assessor</b>       | Fisher Auto Parts                      | Multiple Invoices - Parts for Plate #CY-5677 * #503775                                                            | \$177.58   |  |          |  |  |              |  |
| <b>Assessor</b>       | Champion Industries                    | App for Correction of Assessment                                                                                  | \$409.95   |  |          |  |  |              |  |
| <b>Assessor</b>       | CDW Government                         | HP Color Laserjet (Personal Property)                                                                             | \$730.53   |  |          |  |  |              |  |
| <b>Assessor</b>       | Visual Edge IT                         | HP 218X (Cyan, Yellow, Magenta) HP 508X (Magenta) Xerox 6500 (Yellow, Cyan) HP 202x (yellow), HP Pagemwide (Cyan) | \$1,530.92 |  |          |  |  |              |  |
| <b>Assessor</b>       | The Water Shop                         | (12) Spring Water                                                                                                 | \$72.00    |  |          |  |  |              |  |

|                      |                               |                                                                                                 |             |  |  |  |  |  |  |
|----------------------|-------------------------------|-------------------------------------------------------------------------------------------------|-------------|--|--|--|--|--|--|
| <b>Assessor</b>      | First Guaranty Bank           | (1) Dell Desktop PC<br>(Conference Room)<br>(1) Tamarack (Fall<br>BOD)                          | \$350.03    |  |  |  |  |  |  |
|                      |                               |                                                                                                 |             |  |  |  |  |  |  |
| <b>Circuit Court</b> | Brenda Hinkle                 | Multiple Invoices -<br>Mental Hygiene<br>Orders                                                 | \$1,094.28  |  |  |  |  |  |  |
|                      |                               |                                                                                                 |             |  |  |  |  |  |  |
| <b>Commission</b>    | Simmerman Law<br>Office, PLLC | General Advice -<br>Attorney Fees and<br>Expenses through<br>October 31st, 2025                 | \$33,012.50 |  |  |  |  |  |  |
| <b>Commission</b>    | Clarksburg Water<br>Board     | 633 West Pike Street<br>Water Utility Bill                                                      | \$127.93    |  |  |  |  |  |  |
| <b>Commission</b>    | Mon Power                     | Courthouse Annex<br>Electric Utility Bill                                                       | \$22,630.89 |  |  |  |  |  |  |
| <b>Commission</b>    | Glen Elk Iron                 | Gym Membership for<br>the month of<br>October, 2025                                             | \$288.00    |  |  |  |  |  |  |
| <b>Commission</b>    | Town of Nutter Fort           | 420 Buckhannon Pike -<br>Water, Sewer,<br>Garbage, Fuel,<br>Recycle, Street Fee<br>Utility Bill | \$437.37    |  |  |  |  |  |  |
| <b>Commission</b>    | Dell Technologies             | Alienware m18 -<br>Upgrades and<br>extensions                                                   | \$1,036.42  |  |  |  |  |  |  |
| <b>Commission</b>    | CPS HR Consulting             | Update County<br>Commission<br>Employee Handbook -<br>2nd Payment on<br>Contract                | \$6,500.00  |  |  |  |  |  |  |

|                   |                                       |                                                                                                                                         |            |  |  |  |             |  |  |
|-------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|-------------|--|--|
| <b>Commission</b> | Step toe & Johnson                    | Charles Point Bond Restructure Proceedings Serives through 11/04/25                                                                     | \$3,310.28 |  |  |  |             |  |  |
| <b>Commission</b> | Step toe & Johnson                    | TIF Litigation through October 2025                                                                                                     | \$437.50   |  |  |  |             |  |  |
| <b>Commission</b> | UniFirst Corp                         | Weekly Rugs / Maintenance Supplies for the Courthouse                                                                                   | \$190.72   |  |  |  |             |  |  |
| <b>Commission</b> | Visual Edge IT                        | Multiple Invoices - Copier Rentals for the Prosecuting Attorneys Office                                                                 | \$675.61   |  |  |  |             |  |  |
| <b>Commission</b> | West Virginia Black Heritage Festival | Special Funding Request for the WV Balck Heritage Festival requesting \$21,000.00 towards lowering opperational costs by making repairs |            |  |  |  | \$21,000.00 |  |  |
| <b>Commission</b> | Shinnston Turkey Trot Inc             | Special Funding Request from Shinnston Turkey Trot Inc requesting \$1500.00 towards helping to host the annu7al race event              |            |  |  |  | \$1,500.00  |  |  |

|                   |                           |                                                                                                                                                   |            |  |  |  |            |  |          |
|-------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|------------|--|----------|
| <b>Commission</b> | Fort New Salem Foundation | Special Funding Request from Fort New Salem Foundation requesting \$5000.00 towards offsetting the cost of their Christmas in the Mountains Event |            |  |  |  | \$5,000.00 |  |          |
| <b>Commission</b> | Visual Edge IT            | Black Toner for the Assessors Office                                                                                                              | \$238.98   |  |  |  |            |  |          |
| <b>Commission</b> | Thrasher                  | FEMA Repairs                                                                                                                                      | \$550.00   |  |  |  |            |  |          |
| <b>Commission</b> | Thrasher                  | Survey / United Coal Meadowbrook Rail Trail                                                                                                       | \$600.00   |  |  |  |            |  |          |
| <b>Commission</b> | Thrasher                  | Conceptual Plan & Estimate to repair Rail Trail from Mt. Clare Fire Department to Lostt Creek Trail Head                                          | \$5,000.00 |  |  |  |            |  |          |
| <b>Commission</b> | North Central Airport     | NCWV Airport TIF Administration Matters                                                                                                           |            |  |  |  |            |  | \$315.00 |
| <b>Commission</b> | Stationers                | Supplies - (50) 10 packs of Correction Tape                                                                                                       | \$473.00   |  |  |  |            |  |          |
| <b>Commission</b> | Visual Edge IT            | Copier Rental for the Planning Dept.                                                                                                              | \$334.42   |  |  |  |            |  |          |
| <b>Commission</b> | Canon Financial           | Copier Rental Fees for the Commission                                                                                                             | \$1,309.70 |  |  |  |            |  |          |
| <b>Commission</b> | Mon Power                 | Extension Office Electric Utility Bill                                                                                                            | \$209.66   |  |  |  |            |  |          |
| <b>Commission</b> | Hart Office Solutions     | Copier Rental for the Comission - Proclamations                                                                                                   | \$75.50    |  |  |  |            |  |          |

|                              |                                         |                                                                                                    |            |  |  |            |  |  |             |
|------------------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------|------------|--|--|------------|--|--|-------------|
| <b>Commission</b>            | Hart Office Solutions                   | Copier Rental for Voters Registration                                                              | \$54.54    |  |  |            |  |  |             |
| <b>Commission</b>            | UniFirst Corp                           | Weekly Rugs / Maintenance Contract for the Courthouse                                              | \$181.38   |  |  |            |  |  |             |
| <b>Commission</b>            | US Cellular                             | Harrison Coun ty Commission Phone Bill                                                             | \$2,376.53 |  |  |            |  |  |             |
|                              |                                         |                                                                                                    |            |  |  |            |  |  |             |
| <b>Community Corrections</b> | The Change Companies                    | Facilitator's Guide plus shipping                                                                  |            |  |  | \$48.65    |  |  |             |
| <b>Community Corrections</b> | Central West Virginia Transit Authority | (1600)One Ride Bus Tickets                                                                         |            |  |  | \$800.00   |  |  |             |
| <b>Community Corrections</b> | Redwood Toxicology Laboratory, Inc      | October 2025 Urine Analysis                                                                        |            |  |  | \$8,955.45 |  |  |             |
| <b>Community Corrections</b> | US Bank                                 | Amazon Coffee plus shipping                                                                        |            |  |  | \$182.97   |  |  |             |
| <b>Community Corrections</b> | Oliverios                               | Advisory Board Lunch                                                                               |            |  |  | \$284.00   |  |  |             |
|                              |                                         |                                                                                                    |            |  |  |            |  |  |             |
| <b>County Clerk</b>          | US Bank                                 | Paper Statement Fee                                                                                | \$12.00    |  |  |            |  |  |             |
| <b>County Clerk</b>          | General County Fund                     | Reimburse General Coun ty Fund for prior year expenses that should have been paid out of ARPA Fund |            |  |  |            |  |  | \$34,822.50 |
| <b>County Clerk</b>          | Vital Service Levy Fund                 | Reimburse Vital Services Levy Fund for expense that should have come out of General County Fund    | \$30.00    |  |  |            |  |  |             |



|                      |                             |                                                                                                                                                                                                 |            |  |  |  |  |  |  |
|----------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--|--|--|--|--|--|
| <b>County Clerk</b>  | Casto & Harris              | (15) Deed Books, (15) Deed of Trust Books plus shipping & Handling                                                                                                                              | \$2,646.26 |  |  |  |  |  |  |
| <b>County Clerk</b>  | The Exponent Telegram       | Legal Ad                                                                                                                                                                                        | \$127.76   |  |  |  |  |  |  |
| <b>County Clerk</b>  | The Exponent Telegram       | Legal Ad                                                                                                                                                                                        | \$187.79   |  |  |  |  |  |  |
|                      |                             |                                                                                                                                                                                                 |            |  |  |  |  |  |  |
| <b>County Garage</b> | Alliance Glass Corp         | Parts - Plate #504243 - Windshield                                                                                                                                                              | \$390.00   |  |  |  |  |  |  |
| <b>County Garage</b> | Fisher Auto Parts           | Supplies - (24) Silent Stop Non-Chlorinated Brake Cleaner 45 voc                                                                                                                                | \$85.20    |  |  |  |  |  |  |
| <b>County Garage</b> | Chenoweth Ford              | Supplies - (12) Oil Filter Assemblies                                                                                                                                                           | \$96.72    |  |  |  |  |  |  |
| <b>County Garage</b> | Chenoweth Ford              | Multiple Invoices - Parts                                                                                                                                                                       | \$1,317.86 |  |  |  |  |  |  |
| <b>County Garage</b> | Chenoweth Ford              | Multiple Invoices - Parts                                                                                                                                                                       | \$616.15   |  |  |  |  |  |  |
| <b>County Garage</b> | Whaley Distributing Company | Supplies - All purpose cleaner, Stick on Weights, Grey Chemical Resistant Sprayers, Pass. Weight 100, Snap in Valve for GM, tpms Snap In Valve Right Angle Box 10, Snap in valve for 542 Sensor | \$250.01   |  |  |  |  |  |  |
| <b>County Garage</b> | Snap-On dba Sayer Tool      | Supplies - (1) 14.4v 2.5 Ahr Battery Black, (1) 14.4v 2.5Ahr Battery Black                                                                                                                      | \$235.90   |  |  |  |  |  |  |
| <b>County Garage</b> | Sandy's True Value Hardware | Multiple Invoices - Supplies - Clamps and Lock Nuts                                                                                                                                             | \$29.05    |  |  |  |  |  |  |

|                                  |                                              |                                                                                           |          |  |  |  |  |  |            |
|----------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------|----------|--|--|--|--|--|------------|
|                                  |                                              |                                                                                           |          |  |  |  |  |  |            |
| <b>Courthouse</b>                | CHEM-AQUA                                    | Water Treatment Program for the Courthouse                                                | \$310.14 |  |  |  |  |  |            |
|                                  |                                              |                                                                                           |          |  |  |  |  |  |            |
| <b>Farm Preservation Program</b> | WV Association of Farmland Protection Boards | Farmland Annual Membership Fees                                                           |          |  |  |  |  |  | \$260.00   |
| <b>Farm Preservation Program</b> | Mimi Riffle                                  | Work Completed for Farmland - Mileage for Mimi Riffle                                     |          |  |  |  |  |  | \$315.98   |
| <b>Farm Preservation Program</b> | Myers & Woods Appraisal Group                | Multiple Invoices - Preliminary Report of Robert Stenger Property & Samuel Stark Property |          |  |  |  |  |  | \$4,000.00 |
|                                  |                                              |                                                                                           |          |  |  |  |  |  |            |
| <b>Law Enforcement</b>           | TLG Printing Services                        | Multiple Invoices - Business Cards - Mallow & Bartlett                                    | \$50.00  |  |  |  |  |  |            |
| <b>Law Enforcement</b>           | Robins Perfect Fit                           | Jaumot - Uniform Repairs                                                                  | \$122.00 |  |  |  |  |  |            |
| <b>Law Enforcement</b>           | Bennys Boot Hill                             | Safety Toe Shoe - Thomas                                                                  | \$117.00 |  |  |  |  |  |            |
| <b>Law Enforcement</b>           | Sirchie                                      | Multiple Invoices - Supplies for Evidence                                                 | \$308.88 |  |  |  |  |  |            |
| <b>Law Enforcement</b>           | Creative Product Sourcing Inc                | DARE Supplies                                                                             |          |  |  |  |  |  | \$834.24   |
|                                  |                                              |                                                                                           |          |  |  |  |  |  |            |
| <b>Maintenance</b>               | ULINE                                        | Supplies - (24) 1 Gal. Fabuloso Cleaner Ocean Cool, (2) 26QT Side Press Bucket / Wringer  | \$733.30 |  |  |  |  |  |            |
| <b>Maintenance</b>               | Sandy's True Value                           | Multiple Invoices - Supplies                                                              | \$101.60 |  |  |  |  |  |            |

|                         |                                |                                                                                                 |          |  |          |  |  |  |  |
|-------------------------|--------------------------------|-------------------------------------------------------------------------------------------------|----------|--|----------|--|--|--|--|
| <b>Maintenance</b>      | Lowes                          | Multiple Invoices -<br>Supplies                                                                 | \$417.30 |  |          |  |  |  |  |
| <b>Maintenance</b>      | West Virginia Outdoor<br>Power | Supplies - Clamp                                                                                | \$6.59   |  |          |  |  |  |  |
| <b>Maintenance</b>      | Lowes                          | Supplies - (1) 6ft<br>Shock Absorber<br>Lanyard, (1) S1<br>Harness PT Chest<br>TbLeg            | \$118.71 |  |          |  |  |  |  |
| <b>Maintenance</b>      | Shinnston Ace<br>Hardware      | Supplies - Ace<br>Toolbox Saw 15" 12pt                                                          | \$10.99  |  |          |  |  |  |  |
|                         |                                |                                                                                                 |          |  |          |  |  |  |  |
| <b>OEM</b>              | Harry Green 7 Acres            | Parts - Plate #CY5783 -<br>(1) sl-n-Sensor                                                      |          |  | \$72.80  |  |  |  |  |
|                         |                                |                                                                                                 |          |  |          |  |  |  |  |
| <b>Parks &amp; Rec.</b> | Mon Power                      | Spelter Ball Park<br>Electric Utility Bill                                                      |          |  | \$29.83  |  |  |  |  |
| <b>Parks &amp; Rec.</b> | UniFirst Corp                  | Multiple Invoices -<br>Weekly rugs and<br>maintenance supplies<br>for Parks & Rec               |          |  | \$57.39  |  |  |  |  |
| <b>Parks &amp; Rec.</b> | Sandy's                        | Multiple Ivoices -<br>Materials and<br>Supplies                                                 |          |  | \$187.71 |  |  |  |  |
| <b>Parks &amp; Rec.</b> | Marsh                          | Multiple Invoices -<br>Maintenance and<br>repairs and supplies<br>for outdoor water<br>fountain |          |  | \$375.60 |  |  |  |  |
| <b>Parks &amp; Rec.</b> | US Cellular                    | Parks & Rec. Elevator<br>Phone Bill                                                             |          |  | \$41.54  |  |  |  |  |

[illegible]

|                             |                               |                                                                                   |                     |               |                     |                     |                    |                     |                    |
|-----------------------------|-------------------------------|-----------------------------------------------------------------------------------|---------------------|---------------|---------------------|---------------------|--------------------|---------------------|--------------------|
| <b>Planning</b>             | Robert Leonard                | Reimbursement for WVCOA Winter Seminar for Code Officials                         | \$150.00            |               |                     |                     |                    |                     |                    |
|                             |                               |                                                                                   |                     |               |                     |                     |                    |                     |                    |
| <b>Process</b>              | The Water Shop                | Water for Process                                                                 | \$18.00             |               |                     |                     |                    |                     |                    |
| <b>Process</b>              | Skasiks Cleaners              | Dry Cleaning Process                                                              | \$109.20            |               |                     |                     |                    |                     |                    |
|                             |                               |                                                                                   |                     |               |                     |                     |                    |                     |                    |
| <b>Prosecuting Attorney</b> | AT&T Mobility                 | Wireless Service                                                                  | \$137.25            |               |                     |                     |                    |                     |                    |
| <b>Prosecuting Attorney</b> | WV Pros Attorneys Association | WVPAI Winter Seminar December 4-5, 2025 - (11) Attorney Registrations             | \$3,075.00          |               |                     |                     |                    |                     |                    |
|                             |                               |                                                                                   |                     |               |                     |                     |                    |                     |                    |
| <b>Rail Trail</b>           | J.F. Allen                    | Rail Trail - Multiple Invoices - Multiple Tons of Bedding Sand for the Rail Trail | \$2,552.49          |               |                     |                     |                    |                     |                    |
| <b>Rail Trail</b>           | Central Supply Co             | Shinnston Rail Trail - Bin Blocks plus Delivery, Fuel, and Environmental Fees     | \$948.86            |               |                     |                     |                    |                     |                    |
|                             |                               |                                                                                   |                     |               |                     |                     |                    |                     |                    |
| <b>Senior Center</b>        | CHEM-AQUA                     | Water Treatment Program for the Senior Center                                     |                     |               | \$288.75            |                     |                    |                     |                    |
|                             |                               |                                                                                   |                     |               |                     |                     |                    |                     |                    |
| <b>WVU Extension</b>        | John Wickline                 | Travel 7/25 - 11/25                                                               | \$496.30            |               |                     |                     |                    |                     |                    |
|                             |                               |                                                                                   |                     |               |                     |                     |                    |                     |                    |
|                             |                               |                                                                                   | <b>\$100,391.96</b> | <b>\$0.00</b> | <b>\$18,891.91</b>  | <b>\$10,271.07</b>  | <b>\$27,500.00</b> | <b>\$288,800.00</b> | <b>\$41,609.06</b> |
|                             |                               |                                                                                   |                     |               | <b>Grand Total:</b> | <b>\$487,464.00</b> |                    |                     |                    |

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Commissioner's Signature

12/3/2025

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Date of Meeting

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**Commissioner's Signature**

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**Commissioner's Signature**

Sent to Bookkeeping to be paid early  
0/0/25

Sent to Bookkeeping to be paid early  
0/0/25

6-A.

From: 12 / 03 / 2025  To: 12 / 03 / 2025  [Apply Filter](#) [Clear](#)

| <u>Owner</u>                     | <u>Amount</u> |
|----------------------------------|---------------|
| CAIN FRANCIS & CRYSTAL           | 402.77        |
| DAVIS JAMIE MARIE & NATHAN SCOTT | 0             |
| DAVIS NATHAN S & JAIME M         | 1307.69       |
| FRANCIS CAIN FAC TRANSPORT       | 365.05        |
| FRANCIS CAIN FAC TRANSPORT       | 395.72        |
| GOLDEN HARVEST LLC               | 143.49        |
| MENENDEZ MARK L                  | 223.77        |
| ROUPE PHYLLIS L (BOOTH)          | 105.90        |
| ROUPE PHYLLIS L (BOOTH)          | 95.60         |
| SHEETZ INC                       | 2796.99       |
| WRIGHT HATTIE M (HUTSON)         | 1182.20       |

# EXONERATIONS

STATE OF WEST VIRGINIA

COUNTY OF HARRISON

**Real Estate**

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 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of DMCNEMAR for **BONNER JENNA** whose address is, 1979 BIGLERVILLE RD GETTYSBURG, PA 17325, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **55200** on **52.52 AC JONES RUN TRACT 2643**, Class **3/4** in **EAGLE-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **23160**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **32040**. 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 **2025**, 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 was erroneously assessed for 90.32 acres when in fact they own 52.52 acres.

Exonerate a value of 32,040 at a Class 3 rate of levy to correct the overcharge.

District: **09 - EAGLE-OUTSIDE**Account No. **6607317**Ticket No. **30351**Tax Year **2025**Parcel ID: **09 164001400000000**

Amount Exonerated: \$746.54

\_\_\_\_\_  
PRESENT: Prosecuting Attorney  
(or)

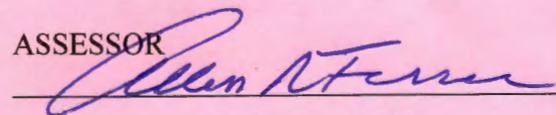
\_\_\_\_\_  
APPROVED: President, County Commission

\_\_\_\_\_  
PRESENT: Tax Commissioner

\_\_\_\_\_  
ORDER ENTERED TO STATE AUDITOR

\_\_\_\_\_  
ATTEST: County Clerk

ASSESSOR





# 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 Trecoast II**

On the 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **CAIN FRANCIS & CRYSTAL** whose address is, PO BOX 642 ANMOORE, WV 26323, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **29057** on **2015 Chevy**, Class **2** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **11762**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **17295**. 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 **2021**, 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 is assessed on the 2015 Chevy, the vehicle is assessed on the business account # 3071503. Exonerate a value of 17295 at a class 3 rate of levy to correct the overcharge. Please remove the 15 chev silv (17295) from the vehicle description.

District: **01 - CLARK-OUTSIDE**Account No. **3011513**Ticket No. **900235**Tax Year **2021**

Parcel ID:

Amount Exonerated: \$402.77

\_\_\_\_\_  
PRESENT: Prosecuting Attorney  
(or)

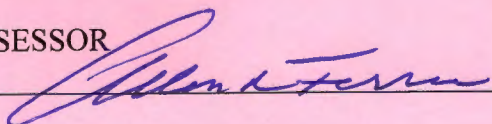
\_\_\_\_\_  
APPROVED: President, County Commission

\_\_\_\_\_  
PRESENT: Tax Commissioner

\_\_\_\_\_  
ORDER ENTERED TO STATE AUDITOR

\_\_\_\_\_  
ATTEST: County Clerk

ASSESSOR

\_\_\_\_\_  




# 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 Trecoast II**

On the 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DAVIS NATHAN S & JAIME M** whose address is, 4396 LOST CRK ROMINES MILL RD LOST CREEK, WV 26385, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **180766** on **2023 Mobile Home**, Class **2** in **ELK**, Harrison County, West Virginia, which should have been assessed at **68518**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **112248**. 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 **2025**, 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 is assessed on Personal Property for their mobile home. Exonerate a value of 112248 at a class 2 rate of levy to correct the overcharge. Please remove the 22 mh22 (112248) from the vehicle description.

District: **11 - ELK**  
 Account No. **3025868**  
 Ticket No. **814667**  
 Tax Year **2025**  
 Parcel ID:

Amount Exonerated: \$1307.69

\_\_\_\_\_  
 PRESENT: Prosecuting Attorney  
 (or)

\_\_\_\_\_  
 APPROVED: President, County Commission

\_\_\_\_\_  
 PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

\_\_\_\_\_  
 ATTEST: County Clerk

ASSESSOR  




# 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 Trecoast II**

On the 03rd day of November, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **FRANCIS CAIN FAC TRANSPORT** whose address is, PO BOX 642 ANMOORE, WV 26323, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **32399** on **2018 Mort Trailer**, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **19439**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **12960**. 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 **2021**, 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 is assessed fot the 2018 trailer, the trailer was sold January 2020. Exonerate a value of 12960 at a class 3 rate of levy to correct the overcharge. Please remove the 18 Mort Trlr (12959) from the vehicle description.

District: **01 - CLARK-OUTSIDE**Account No. **3071503**Ticket No. **900582**Tax Year **2021**

Parcel ID:

Amount Exonerated: \$301.81

\_\_\_\_\_  
PRESENT: Prosecuting Attorney  
(or)

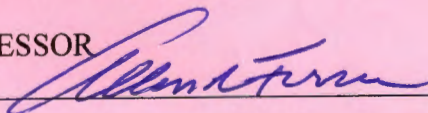
\_\_\_\_\_  
APPROVED: President, County Commission

\_\_\_\_\_  
PRESENT: Tax Commissioner

\_\_\_\_\_  
ORDER ENTERED TO STATE AUDITOR

\_\_\_\_\_  
ATTEST: County Clerk

\_\_\_\_\_  
ASSESSOR





# 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 Trecoast II**

On the 03rd day of November, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **FRANCIS CAIN FAC TRANSPORT** whose address is, PO BOX 642 ANMOORE, WV 26323, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **35639** on **2018 Mort Trailer**, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **21383**, Class **3/4** in and for the year **2022**, resulting in a difference in assessed value of **14256**. 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 **2022**, 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 is assessed fot the 2018 trailer, the trailer was sold January 2020. Exonerate a value of 14255 at a class 3 rate of levy to correct the overcharge. Please remove the 18 Mort Trlr (14255) from the vehicle description.

District: **01 - CLARK-OUTSIDE**Account No. **3071503**Ticket No. **500595**Tax Year **2022**

Parcel ID:

Amount Exonerated: \$335.99

\_\_\_\_\_  
PRESENT: Prosecuting Attorney  
(or)

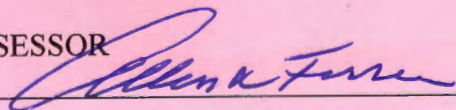
\_\_\_\_\_  
APPROVED: President, County Commission

\_\_\_\_\_  
PRESENT: Tax Commissioner

\_\_\_\_\_  
ORDER ENTERED TO STATE AUDITOR

\_\_\_\_\_  
ATTEST: County Clerk

ASSESSOR





# 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 Trecoast II**

On the 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **FRANCIS CAIN FAC TRANSPORT** whose address is, PO BOX 642 ANMOORE, WV 26323, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **39203** on **2018 Mort Trailer**, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **23522**, Class **3/4** in and for the year **2023**, resulting in a difference in assessed value of **15681**. 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 is assessed fot the 2018 trailer, the trailer was sold January 2020. Exonerate a value of 15681 at a class 3 rate of levy to correct the overcharge. Please remove the 18 Mort Trlr (15681) from the vehicle description.

District: **01 - CLARK-OUTSIDE**Account No. **3071503**Ticket No. **600585**Tax Year **2023**

Parcel ID:

Amount Exonerated: \$365.05

\_\_\_\_\_  
PRESENT: Prosecuting Attorney  
(or)

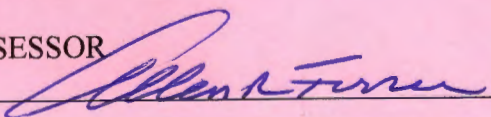
\_\_\_\_\_  
APPROVED: President, County Commission

\_\_\_\_\_  
PRESENT: Tax Commissioner

\_\_\_\_\_  
ORDER ENTERED TO STATE AUDITOR

\_\_\_\_\_  
ATTEST: County Clerk

ASSESSOR

\_\_\_\_\_  




# 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 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **FRANCIS CAIN FAC TRANSPORT** whose address is, PO BOX 642 ANMOORE, WV 26323, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **43124** on **2018 Mort Trailer**, Class **3/4** in **CLARK-OUTSIDE**, Harrison County, West Virginia, which should have been assessed at **25874**, Class **3/4** in and for the year **2024**, resulting in a difference in assessed value of **17250**. 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 is assessed fot the 2018 trailer, the trailer was sold January 2020. Exonerate a value of 17250 at a class 3 rate of levy to correct the overcharge. Please remove the 18 Mort Trlr (17250) from the vehicle description.

District: **01 - CLARK-OUTSIDE**Account No. **3071503**Ticket No. **400577**Tax Year **2024**

Parcel ID:

Amount Exonerated: \$395.72

\_\_\_\_\_  
PRESENT: Prosecuting Attorney  
(or)

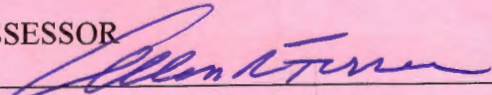
\_\_\_\_\_  
APPROVED: President, County Commission

\_\_\_\_\_  
PRESENT: Tax Commissioner

\_\_\_\_\_  
ORDER ENTERED TO STATE AUDITOR

\_\_\_\_\_  
ATTEST: County Clerk

ASSESSOR

\_\_\_\_\_  




# 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 Trecoast II**

On the 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **GOLDEN HARVEST LLC** whose address is, 212 NEWTON AVE BRIDGEPORT, WV 26330, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **4766** on **Equipment and Supplies**, 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 **2024**, resulting in a difference in assessed value of **4766**. 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 is assessed for the 2024 tax year, the business closed May 2023. Cancel this ticket and mark improper for the 2024 tax year.

District: **16 - SIMPSON-BRIDGEPORT**Account No. **3056245**Ticket No. **422460**Tax Year **2024**

Parcel ID:

Amount Exonerated: \$143.49

\_\_\_\_\_  
PRESENT: Prosecuting Attorney  
(or)

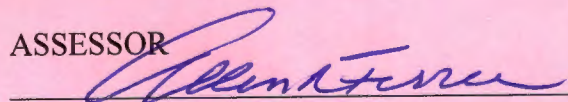
\_\_\_\_\_  
APPROVED: President, County Commission

\_\_\_\_\_  
PRESENT: Tax Commissioner

\_\_\_\_\_  
ORDER ENTERED TO STATE AUDITOR

\_\_\_\_\_  
ATTEST: County Clerk

\_\_\_\_\_  
ASSESSOR





# 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 Trecoast II**

On the 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **MENENDEZ MARK L** whose address is, PO BOX 88 MEADOWBROOK, WV 26404-0088, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **9609** on **2008 FORD & 2000 FORD**, 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 **2021**, resulting in a difference in assessed value of **9609**. 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 **2021**, 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 2008 and the 2000 Ford, both vehicles were paid in Marion County. Cancel this ticket and mark improper for the 2021 tax year.

District: **15 - SIMPSON-OUTSIDE**Account No. **3063584**Ticket No. **1500000546**Tax Year **2021**

Parcel ID:

Amount Exonerated: \$223.77

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PRESENT: Prosecuting Attorney

(or)

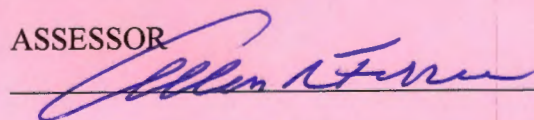
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PRESENT: Tax Commissioner

---

ATTEST: County Clerk

ASSESSOR



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APPROVED: President, County Commission

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ORDER ENTERED TO STATE AUDITOR



# 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 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **ROUPE PHYLLIS L (BOOTH)** whose address is, 8145 GRASSELLI ST STONEWOOD, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **3465** on **2012 Subaru**, Class **3/4** in **CLARK-STONEWOOD**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2020**, resulting in a difference in assessed value of **3465**. 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 **2020**, 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 2012 Subaru, the vehicle is pd on the sons account # 3042099. Cancel this ticket and mark improper for the 2020 tax year.

District: **02 - CLARK-STONEWOOD**Account No. **3052931**Ticket No. **802226**Tax Year **2020**

Parcel ID:

Amount Exonerated: \$105.90

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PRESENT: Prosecuting Attorney

(or)

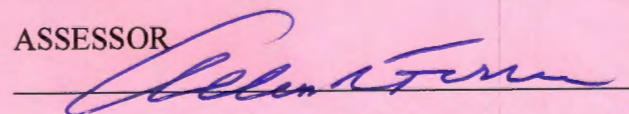
---

PRESENT: Tax Commissioner

---

ATTEST: County Clerk

ASSESSOR



---

APPROVED: President, County Commission

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ORDER ENTERED TO STATE AUDITOR



# 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 Trecoast II**

On the 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **ROUPE PHYLLIS L (BOOTH)** whose address is, 8145 GRASSELLI ST STONEWOOD, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **3105** on **2012 Subaru**, Class **3/4** in **CLARK-STONEWOOD**, Harrison County, West Virginia, which should have been assessed at **0**, Class **3/4** in and for the year **2021**, resulting in a difference in assessed value of **3105**. 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 **2021**, 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 2012 Subaru, the vehicle is pd on the sons account # 3042099. Cancel this ticket and mark improper for the 2021 tax year.

District: **02 - CLARK-STONEWOOD**Account No. **3052931**Ticket No. **902185**Tax Year **2021**

Parcel ID:

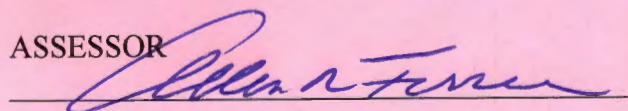
Amount Exonerated: \$95.60

\_\_\_\_\_  
PRESENT: Prosecuting Attorney

(or)

\_\_\_\_\_  
PRESENT: Tax Commissioner\_\_\_\_\_  
ATTEST: County Clerk

ASSESSOR

\_\_\_\_\_  
APPROVED: President, County Commission\_\_\_\_\_  
ORDER ENTERED TO STATE AUDITOR



# 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 Trecoast II**

On the 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **SHEETZ INC** whose address is, 5700 SIXTH AVE ALTOONA, PA 16602, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **296016** on **Equipment**, Class **3/4** in **SIMPSON-BRIDGEPORT**, Harrison County, West Virginia, which should have been assessed at **204215**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **91801**. 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 **2025**, 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 is assessed at an incorrect value for the 2025 tax year, equipment is also reported on account #2450500. Exonerate a value of 91801 at a class 4 rate of levy to correct the overcharge.

District: **16 - SIMPSON-BRIDGEPORT**Account No. **2450519**Ticket No. **823977**Tax Year **2025**

Parcel ID:

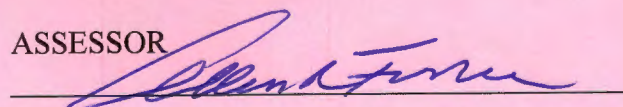
Amount Exonerated: \$2796.99

\_\_\_\_\_  
PRESENT: Prosecuting Attorney  
(or)

\_\_\_\_\_  
PRESENT: Tax Commissioner

\_\_\_\_\_  
ATTEST: County Clerk

ASSESSOR



\_\_\_\_\_  
APPROVED: President, County Commission

\_\_\_\_\_  
ORDER ENTERED TO STATE AUDITOR



# 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 Trecoast II**

On the 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **WRIGHT HATTIE M (HUTSON)** whose address is, 238 OCALA ST CLARKSBURG, WV 26301, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of **45628** on **2024 Ford**, Class **3/4** in **CLARK-CLARKSBURG**, Harrison County, West Virginia, which should have been assessed at **7245**, Class **3/4** in and for the year **2025**, resulting in a difference in assessed value of **38383**. 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 **2025**, 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 2024 Ford, vehicle was purchased after 7/1/2024. Exonerate a value of 38383 at a class 4 rate of levy to correct the overcharge. Please remove the 24 Ford Expe (38383) from the vehicle description.

District: **03 - CLARK-CLARKSBURG**Account No. **3076266**Ticket No. **805347**Tax Year **2025**

Parcel ID:

Amount Exonerated: \$1182.20

\_\_\_\_\_  
PRESENT: Prosecuting Attorney

(or)

\_\_\_\_\_  
PRESENT: Tax Commissioner\_\_\_\_\_  
ATTEST: County Clerk\_\_\_\_\_  
ASSESSOR\_\_\_\_\_  
APPROVED: President, County Commission\_\_\_\_\_  
ORDER ENTERED TO STATE AUDITOR

# CORRECTIVE TICKET

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 Trecoast II

On the 03rd day of December, 2025 issued the following order, which was made and entered, to-wit:

Upon application of CRICHARDS for **DAVIS JAMIE MARIE & NATHAN SCOTT** whose address is, 4396 LOST CREEK ROMINES MILL RD LOST CREEK, WV 26385-7187, who proved to the satisfaction of the Commission that said property owner is aggrieved by an erroneous assessment of 0 on **2023 28X70 CLAYTON**, Class 3/4 in **ELK**, Harrison County, West Virginia, which should have been assessed at **112248**, in and for the year **2025**. 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, and that a corrected assessment and the payment of the correct taxes so assessed in and for the year **2025**, as described below, be so ordered.

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

The above mentioned taxpayer in error was not assessed correctly. Create a ticket value of 112248 at a class 2 rate of levy to properly assess and allow discount/half year payments as afforded all taxpayers. Correct description to 23 2870 CLAY (112248).

District 11 - ELK

Account No. 07095801

Ticket No.

Tax Year 2025

Parcel ID:

Amount Exonerated: \$0

Corrected Ticket Amount: \$ 1307.69

TIF: #

PRESENT:

Prosecuting Attorney

(or)

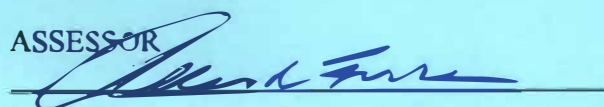
APPROVED: President, County Commission

PRESENT: Tax Commissioner

ORDER ENTERED TO STATE AUDITOR

ATTEST: County Clerk

ASSESSOR





## NOTICE OF APPORTIONMENT OF JOINTLY OWNED MOTOR VEHICLE

WEST VIRGINIA CODE § 11-5-14

STATE OF WEST VIRGINIA

COUNTY OF HARRISON

I, Allen R. Ferree, Assessor of Harrison County, having been presented with a certified copy of a final divorce order entered under provisions of section fifteen, article two, chapter forty-eight of the West Virginia Code, do hereby apportion the assessment of the taxes owed on jointly owned motor vehicles involved in the divorce order and awarded exclusively to be titled one or more in the name of the husband and one or more in the name of the wife as follows:

APPLICANT: \_\_\_\_\_

DEPUTY: CRICHARDS

Account: 3053279 Ticket: 819786 Year: 2025 Name: Mincher Brent P &amp; Catherine A Tax \$ 581.22

(A) Account: 3053279 Ticket: Husband Name: Mincher Brent P  
Address: 412 Barley Ct Bridgeport WV 26330-6216

## Section I:

| Description                      | Assessment | Tax Rate | Tax Amount |
|----------------------------------|------------|----------|------------|
| 21 TOYT TACO (3TMCZ5AN2MM398308) | 17790      | 2.3300   | \$414.51   |
|                                  |            |          |            |

(B) Account: 3090963 Ticket: Wife Name: Mincher Catherine A  
Address: 806 Corbin Branch Rd Bridgeport WV 26330-7595

| Description                      | Assessment | Tax Rate | Tax Amount |
|----------------------------------|------------|----------|------------|
| 18 NISS MURA (5N1AZ2MH7JN115782) | 7155       | 2.3300   | \$166.71   |
|                                  |            |          |            |

## Section II:

Filed with the county commission this 21 day of November, 2025


Allen R. Ferree, Assessor

## Section III:

The county commission of Harrison County does hereby order the apportionment of the assessment of taxes as determined and set forth by the county assessor in Section I of this notice.

\_\_\_\_\_  
David Hinkle\_\_\_\_\_  
Susan J. Thomas\_\_\_\_\_  
Patsy Trecost II

## Section IV:

Certified to the sheriff this \_\_\_\_ day of November, 2025

\_\_\_\_\_  
Clerk of the Harrison County Commission

**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. (12/03/25)**

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 **\$550.00**

5. The total amount requested to be disbursed from the Series A Administrative Expense Fund pursuant to this Requisition is **\$550.00**. 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) **\$550.00** 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 **3<sup>rd</sup> day of December, 2025.**

THE COUNTY COMMISSION OF  
HARRISON COUNTY

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

**Schedule I**  
to Requisition

Copies of Invoices or Statements  
(Attached)

|               |                     |                  |           |
|---------------|---------------------|------------------|-----------|
| MuniCap, Inc. | Invoice #112025-190 | Date: 11/24/2025 | \$ 550.00 |
|---------------|---------------------|------------------|-----------|

|              |  |  |                  |
|--------------|--|--|------------------|
| <b>Total</b> |  |  | <b>\$ 550.00</b> |
|--------------|--|--|------------------|



**MuniCap, Inc.**

Suite 210  
8965 Guilford Road  
Columbia, MD 21046

**INVOICE****Invoice Date**

11/24/2025

**Invoice #**

112025-190

**Balance Due****\$550.00****Remit check to:**

or

**Wire & ACH Instructions:****Bill To:**

Mrs. Susan Thomas  
County Commission of Harrison  
County WV  
229 South 3rd Street  
Clarksburg, WV 26301

**MuniCap, Inc.**  
**PO Box #119**  
**Simpsonville, MD 21150**

*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*

**Project**

Charles Pointe Consulting

2263

**PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT****Invoice Date**

11/24/2025

**Invoice #**

112025-190

**MuniCap, Inc.**

Suite 210  
8965 Guilford Road  
Columbia, MD 21046

**Terms****Client #**

Net 30, ...

2263

| Project                                                                     |            | Charles Pointe Consulting                                             |              |                 |
|-----------------------------------------------------------------------------|------------|-----------------------------------------------------------------------|--------------|-----------------|
| Item                                                                        | DATE       | Description                                                           | Hrs          | Amount          |
| Exec VP (DS)                                                                | 10/10/2025 | Update, proof, and circulate projections. Answer follow-up questions. | 2            | 550.00          |
| EIN: 03-0461891. Overdue accounts are subject to 1% monthly finance charge. |            |                                                                       | <b>Total</b> | <b>\$550.00</b> |

DS

**Billing Inquiries? Call (443) 539-4104**

E

2008

**FORM OF REQUISITION FOR PAYMENT  
FROM ADMINISTRATIVE EXPENSE FUND**

\$1,400,000  
The County Commission of Harrison County  
Tax Increment Revenue Bonds  
Series 2016 A  
(Development District No. 4 – White Oaks Industrial Park Project No. 1)

**REQUISITION FOR PAYMENT NO. 15**

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”), by its duly Authorized Officer, hereby certifies, in connection with this Requisition for Payment from Administrative Expense Fund (the “Requisition”) under an Indenture of Trust, dated as of November 9, 2016 (the “Indenture”) between the Issuer and United Bank, Inc., as bond trustee thereunder and pursuant to that certain Development Agreement, dated as of November 9, 2016 (the “Development Agreement”) between the Issuer and High Tech Corridor Development, LLC, as project developer, 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. The amount requested to be disbursed by this Requisition: (a) qualifies as Administrative Expenses as that term is defined in the Indenture, and (b) is an authorized expenditure under the Project Plan and the TIF Act.
3. The total amount requested to be disbursed pursuant to this Requisition is **\$315.00**. As set forth in the invoices attached hereto, of the total amount of such disbursement:
  - (a) **\$ -0-** is to be paid to the Issuer as reimbursement to the Issuer for an invoice or statement previously paid by the Issuer to an entity that is not affiliated with the Issuer; and
  - (b) **\$315.00** is to be paid to a third party payee that is not affiliated with the Issuer or on a joint basis to the Issuer 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 Officer this **3<sup>rd</sup> day of December, 2025.**

THE COUNTY COMMISSION OF HARRISON  
COUNTY

By: \_\_\_\_\_  
Its President

**Schedule I**  
to Requisition

Copies of Invoices or Statements  
(Attached)

|                    |                  |                |                 |
|--------------------|------------------|----------------|-----------------|
| Step toe & Johnson | Invoice #1224842 | Date: 11/12/25 | \$315.00        |
|                    | <b>Total</b>     |                | <b>\$315.00</b> |





400 White Oaks Boulevard  
Bridgeport, WV 26330  
(304) 933-8000 (304) 933-8183 Fax  
www.steptoe-johnson.com

Writer's Contact Information

304.933.8136  
Thomas.Aman@steptoe-johnson.com

November 13, 2025

Via E-mail - [lpysz@harrisoncountywv.gov](mailto:lpysz@harrisoncountywv.gov)

Ms. Laura Pysz, County Administrator  
Harrison County Commission  
229 South Third Street, 3<sup>rd</sup> Floor  
Clarksburg, WV 26301

Re: White Oaks Industrial Park TIF District Administrative Matters

Dear Ms. Pysz:

Enclosed is our statement for services and expenses incurred through October 31, 2025, in connection with the above referenced matter. This invoice is an administrative expense of the White Oaks Industrial Park TIF District (Development District No. 4) payable from the Administrative Expense Fund established for such District. Please include this invoice in the next Requisition which the County Commission submits to United Bank as Bond Trustee for payment.

Please let me know if you have any questions.

Best regards.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Thomas L. Aman, Jr.', written over a horizontal line.

Thomas L. Aman, Jr.

TLA/pjg  
Enclosure  
384480.00046



TAX ID # 55-0286140  
PHONE: (304) 933-8200  
[www.stepToe-johnson.com](http://www.stepToe-johnson.com)

**DUE UPON RECEIPT**

Laura Pysz, County Administrator  
Harrison County Commission  
229 South Third Street, 3<sup>rd</sup> Floor  
Clarksburg, WV 26301

Invoice Date: November 12, 2025  
Invoice Number: 1224842  
Matter Number: 384480.00046

FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 4, 2025

**REMITTANCE PAGE**

**Client:** Harrison County Commission  
**Matter:** White Oaks Industrial Park TIF District Administrative Matters

**Total Due This Invoice** \$ 315.00

**Amount of Payment**

\$

**Payment Address:**  
StepToe & Johnson PLLC  
P.O. Box 247  
Bridgeport, WV 26330-0247

**Credit Card (fees apply):**  
[www.stepToe-johnson.com/payments](http://www.stepToe-johnson.com/payments)

**Payment Instructions:**

SEEK: 2321 2 Invoice number)



TAX ID # 55-0286140  
PHONE: (304) 933-8200  
[www.step toe-johnson.com](http://www.step toe-johnson.com)

**DUE UPON RECEIPT**

Laura Pysz, County Administrator  
Harrison County Commission  
229 South Third Street, 3<sup>rd</sup> Floor  
Clarksburg, WV 26301

Invoice Date: November 12, 2025  
Invoice Number: 1224842  
Matter Number: 384480.00046

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**FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 4, 2025**

**Client:** Harrison County Commission  
**Matter:** White Oaks Industrial Park TIF District Administrative Matters

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|                    |                  |
|--------------------|------------------|
| Total Current Fees | \$ 315.00        |
| Total Current Due  | <u>\$ 315.00</u> |

---

**Payment Address:**  
Step toe & Johnson PLLC  
P.O. Box 247  
Bridgeport, WV 26330-0247

**Credit Card (fees apply):**  
[www.step toe-johnson.com/payments](http://www.step toe-johnson.com/payments)

**Electronic Payment Instructions:**  
National Bank (Columbus, OH)

*(Please Reference Invoice Number)*

Harrison County Commission  
White Oaks Industrial Park TIF District Administrative Matters

Invoice Date: November 12, 2025  
Invoice Number: 1224842  
Matter Number: 384480.00046

## TIME DETAIL

| <u>Date</u> | <u>Initials</u> | <u>Description</u>                                                      | <u>Hours</u> | <u>Amount</u>    |
|-------------|-----------------|-------------------------------------------------------------------------|--------------|------------------|
| 09/29/25    | LNS             | Draft Annual TIF Report                                                 | 0.50         | 132.50           |
| 11/03/25    | TLA             | Attend to responding to information request of Trustee<br>WesBanco Bank | 0.50         | 182.50           |
| Total       |                 |                                                                         |              | <u>\$ 315.00</u> |

## TIMEKEEPER SUMMARY

| <u>Name</u>         | <u>Title</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u>    |
|---------------------|--------------|-------------|--------------|------------------|
| Lacy N. Smith       | Associate    | \$265.00    | 0.50         | 132.50           |
| Thomas L. Aman, Jr. | Member       | \$365.00    | 0.50         | 182.50           |
| Total               |              |             | <u>1.00</u>  | <u>\$ 315.00</u> |

**REQUISITION FOR PAYMENT  
FROM ADMINISTRATIVE EXPENSE FUND**

\$20,573,000

The County Commission of Harrison County  
Senior Tax Increment Refunding Revenue Bonds  
Series 2021 A Tax-Exempt  
(Development District No. 3 – White Oaks)

\$6,422,000

The County Commission of Harrison County  
Subordinate Tax Increment Revenue Bonds  
Series 2021 B Taxable  
(Development District No. 3 – White Oaks)

**REQUISITION FOR PAYMENT NO. 53**

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”), by its duly Authorized Officer, hereby certifies, in connection with this Requisition for Payment from Administrative Expense Fund (the “Requisition”) under an Indenture of Trust, for the above captioned Bonds (the “Series 2021 Bonds”), dated as of May 15, 2021 (the “Original Indenture”) between the Issuer and WesBanco Bank, Inc. as replacement trustee, (the “Trustee”), as supplemented and amended by a First Supplemental Indenture of Trust (the “First Supplemental Indenture of Trust”) dated as of August 11, 2023, and a Second Supplemental Indenture of Trust (the “Second Supplemental Indenture”), dated July 19, 2024 (the “Second Supplemental Indenture” and together with the Original Indenture and the First Supplemental Indenture, the “Indenture”), that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture.
2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Administrative Expenses as that term is defined in the Indenture, and (b) is an authorized expenditure under Amended Project Plan No. 2 and the Act.
3. The total amount requested to be disbursed pursuant to this Requisition is **\$581.24**. As set forth in the invoices attached hereto, of the total amount of such disbursement:
  - (a) **\$-0-** is to be paid to the Issuer as reimbursement to the Issuer for an invoice or statement previously paid by the Issuer to an entity that is not affiliated with the Issuer; and



(b) **\$581.24** is to be paid to a third party payee that is not affiliated with the Issuer or on a joint basis to the Issuer 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.

IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer by its duly Authorized Officer this **3<sup>rd</sup> day of December, 2025.**

THE COUNTY COMMISSION OF  
HARRISON COUNTY

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

**Schedule I**  
to Requisition

Copies of Invoices or Statements  
(Attached)

|                    |                  |                  |           |
|--------------------|------------------|------------------|-----------|
| Step toe & Johnson | Invoice #1224837 | Date: 11/12/2025 | \$ 581.24 |
|--------------------|------------------|------------------|-----------|

|              |                  |
|--------------|------------------|
| <b>Total</b> | <b>\$ 581.24</b> |
|--------------|------------------|



400 White Oaks Boulevard  
Bridgeport, WV 26330  
(304) 933-8000 (304) 933-8183 Fax  
www.stepToe-johnson.com

Writer's Contact Information

304.933.8136  
Thomas.Aman@stepToe-johnson.com

November 13, 2025

Via E-mail - lpysz@harrisoncountywv.gov

Ms. Laura Pysz, County Administrator  
Harrison County Commission  
229 South Third Street  
Clarksburg, WV 26301

Re: White Oaks Business Park TIF District Administrative Matters

Dear Ms. Pysz:

Enclosed is our statement for services and expenses incurred through October 31, 2025, in connection with the above referenced matter. This invoice is an administrative expense of the White Oaks Business Park TIF District (District No. 3) payable from the Administrative Expense Fund established for such District. Please include this invoice in the next Requisition which the County Commission submits to the Bond Trustee for payment.

Please let me know if you have any questions.

Best regards,

Very truly yours,

A handwritten signature in blue ink, appearing to read 'T. L. Aman, Jr.', written in a cursive style.

Thomas L. Aman, Jr.

TLA/pjg  
Enclosure  
cc: mtonkin@harrisoncountywv.com  
384480.00033



TAX ID # 55-0286140  
PHONE: (304) 933-8200  
[www.steptoeljohnson.com](http://www.steptoeljohnson.com)

Laura Pysz-Laulis  
County Administrator  
Harrison County Commission  
229 S. Third Street, 3rd Floor  
Clarksburg, WV 26301

**DUE UPON RECEIPT**

Invoice Date: November 12, 2025  
Invoice Number: 1224837  
Matter Number: 384480.00033

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**FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 4, 2025**

**Client:** Harrison County Commission  
**Matter:** White Oaks TIF Administrative Matters

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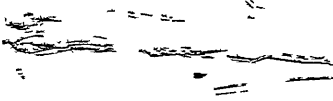
|                          |           |               |
|--------------------------|-----------|---------------|
| Total Current Fees       | \$        | 395.00        |
| Total Current Costs      |           | 186.24        |
| <b>Total Current Due</b> | <b>\$</b> | <b>581.24</b> |

---

**Payment Address:**  
StepToe & Johnson PLLC  
P.O. Box 247  
Bridgeport, WV 26330-0247

**Credit Card (fees apply):**  
[www.steptoeljohnson.com/payments](http://www.steptoeljohnson.com/payments)

**Electronic Payment Instructions:**  
The Huntington National Bank (Columbus, OH)



(Please reference Invoice Number)

Harrison County Commission  
White Oaks TIF Administrative Matters

Invoice Date: November 12, 2025  
Invoice Number: 1224837  
Matter Number: 384480.00033

## TIME DETAIL

| <u>Date</u> | <u>Initials</u> | <u>Description</u>                                                      | <u>Hours</u> | <u>Amount</u>    |
|-------------|-----------------|-------------------------------------------------------------------------|--------------|------------------|
| 10/08/25    | TLA             | Work on completing TIF Annual report                                    | 0.50         | 197.50           |
| 11/03/25    | TLA             | Attend to responding to information request of Trustee<br>WesBanco Bank | 0.50         | 197.50           |
| Total       |                 |                                                                         |              | <u>\$ 395.00</u> |

## TIMEKEEPER SUMMARY

| <u>Name</u>         | <u>Title</u> | <u>Rate</u> | <u>Hours</u> | <u>Amount</u>    |
|---------------------|--------------|-------------|--------------|------------------|
| Thomas L. Aman, Jr. | Member       | \$395.00    | 1.00         | 395.00           |
| Total               |              |             | <u>1.00</u>  | <u>\$ 395.00</u> |

## COST DETAIL

| <u>Date</u>   | <u>Description</u>                                                                               | <u>Amount</u>    |
|---------------|--------------------------------------------------------------------------------------------------|------------------|
| 10/17/25      | Certified Mail 1001                                                                              | 11.02            |
| 10/28/25      | Outside Printing: Clarksburg Exponent/Telegram/WV News - Advertising<br>Fee Ad 1489067 (TLA/pjg) | 172.50           |
| Thru 11/04/25 | Postage                                                                                          | 2.72             |
| Total         |                                                                                                  | <u>\$ 186.24</u> |



Harrison County Commission  
White Oaks TIF Administrative Matters

Invoice Date: November 12, 2025  
Invoice Number: 1224837  
Matter Number: 384480.00033

## OUTSTANDING INVOICES

| <u>Invoice Date</u> | <u>Invoice Number</u> | <u>Invoice Total</u> | <u>Payments</u> | <u>Total Balance</u> |
|---------------------|-----------------------|----------------------|-----------------|----------------------|
| 10/22/25            | 1220570               | 438.75               | 0.00            | 438.75               |
|                     |                       |                      | <b>Total</b>    | <b>\$ 438.75</b>     |



TAX ID # 55-0286140  
PHONE: (304) 933-8200  
[www.stepToe-johnson.com](http://www.stepToe-johnson.com)

Laura Pysz-Laulis  
County Administrator  
Harrison County Commission  
229 S. Third Street, 3rd Floor  
Clarksburg, WV 26301

**DUE UPON RECEIPT**

Invoice Date: November 12, 2025  
Invoice Number: 1224837  
Matter Number: 384480.00033

**FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 4, 2025**

**REMITTANCE PAGE**

**Client:** Harrison County Commission  
**Matter:** White Oaks TIF Administrative Matters

|                                 |                    |
|---------------------------------|--------------------|
| <b>Total Due This Invoice</b>   | <b>\$ 581.24</b>   |
| Balances From Previous Invoices | 438.75             |
| <b>Total Amount Due</b>         | <b>\$ 1,019.99</b> |
| <b>Amount of Payment</b>        | <b>\$</b>          |

**Payment Address:**  
StepToe & Johnson PLLC  
P.O. Box 247  
Bridgeport, WV 26330-0247

**Credit Card (fees apply):**  
[www.stepToe-johnson.com/payments](http://www.stepToe-johnson.com/payments)

**Electronic Payment Instructions:**

(Please Reference Invoice Number)

**REQUISITION FOR PAYMENT FROM  
SERIES 2021 B BONDS PROJECT FUND**

\$7,422,000

The County Commission of Harrison County  
Second Amended and Restated Subordinate Tax Increment Revenue Bonds  
Series 2021 B Taxable  
(Development District No. 3 – White Oaks)

REQUISITION FOR PAYMENT NO. 16

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”), and High Tech Corridor Development, LLC, a West Virginia limited liability company (the “Developer”) by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2021 B Bonds Project Fund (the “Requisition”) under an Indenture of Trust for the above captioned Bonds (the “Series 2021 B Bonds”), dated as of May 25, 2021 (the “Original Indenture”) between the Issuer and United Bank, as predecessor trustee thereunder, as supplemented and amended by a First Supplemental Indenture of Trust, dated as of August 11, 2023 (the “First Supplemental Indenture”), a Second Supplemental Indenture of Trust, dated as of July 19, 2024 (the “Second Supplemental Indenture”) and a Third Supplemental Indenture of Trust, dated as of November 1, 2025 (the “Third Supplemental Indenture” and collectively with the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the “Indenture”) and a Development Agreement (the “Original Development Agreement”), dated May 25, 2021, by and between the Issuer and the Developer, as amended by a First Amendment to Development Agreement, dated as of August 11, 2023 (the “First Amended Development Agreement”) and a Second Amendment to Development Agreement, dated as of November 21, 2025 (the “Second Amended Development Agreement” and collectively with the Original Development Agreement and the First Amended Development Agreement, the “Development Agreement”), 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. The amount requested to be disbursed by this Requisition: (a) is a portion of the Costs of the Project authorized for funding under the Indenture and Development Agreement; (b) includes only payments for work, materials, equipment and other costs that constitute capital costs of the Phase III TIF Project which have been incurred and remain unpaid or which have been incurred and paid and for which proof of payment has been provided; and (c) is an authorized expenditure under First Amended Project Plan No. 2 or Second Amended Project Plan No. 2 for the TIF District and the Act.
3. The total amount requested to be disbursed pursuant to this Requisition is \$821,701.18. As set forth in **Schedule I** 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 Issuer or the Developer;
- (b) \$ 0 is to be paid to a third party payee that is not affiliated with the Issuer or the Developer (including any mortgagee or trust deed beneficiary, contractor or supplier of materials) or on a joint basis to the Issuer or the Developer and such a third party payee with respect to an expense previously incurred; or
- (c) \$821,701.18 has previously been paid by the Developer, proof of payment has been attached hereto and such amount is now qualified for credit to the purchase price of the Series 2021 B Bonds.

4. The Trustee is directed to forward this Requisition to the Series B Purchaser and, upon receipt of requested funds from the Series B Purchaser and the deposit of such funds by the Trustee into the Series 2021 B Bonds Project Fund to thereafter disburse from the Series 2021 B Bonds Project Fund to the parties and in the amounts indicated in this Requisition or alternatively if such amount has been previously paid by the Developer with proof of payment provided credit such sum to the principal amount and purchase price of the Series 2021 B Bonds.

In either event, 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 and by the Developer by their duly Authorized Officers this December 3<sup>rd</sup>, 2025

THE COUNTY COMMISSION OF  
HARRISON COUNTY

By: \_\_\_\_\_  
Its President

HIGH TECH CORRIDOR DEVELOPMENT, LLC as  
Developer

By:  \_\_\_\_\_  
Its Authorized Officer



**RESIDENT PROJECT REPRESENTATIVE'S CERTIFICATE**

H. WOOD THRASHER, MANAGER, as Resident Project Representative for the Phase III TIF Project, hereby certifies that the portion of the Phase III TIF Project for which payment is requested hereby has been constructed in accordance with the plans and specifications therefore, that payment is now due and owing for such costs, and that such costs have not been the subject of a previous requisition by the Issuer and the Developer.

H. WOOD THRASHER  
**RESIDENT PROJECT REPRESENTATIVE**

By: [Signature]  
Name: H. WOOD THRASHER  
Title: MANAGER

**REIMBURSEMENT AND THIRD PARTY PAYMENTS**

(1) Total Amount of disbursement pursuant to this Requisition: \$ 821,701.18

(2) Reimbursement to the Developer:

|       | <u>Vendor</u> | <u>Description of Expense</u> | <u>Date of Payment</u> | <u>Amount</u> |
|-------|---------------|-------------------------------|------------------------|---------------|
| 1.    |               |                               |                        |               |
| 2.    |               | SEE ATTACHED SCHEDULE         |                        |               |
| 3.    |               |                               |                        |               |
| TOTAL |               |                               |                        | \$ 821,701.18 |

(3) Payment to third party payees:

|       | <u>Vendor</u> | <u>Description of Expense</u> | <u>Amount</u> | <u>Payee Name(s)/<br/>Address(es)</u> |
|-------|---------------|-------------------------------|---------------|---------------------------------------|
| 1.    |               |                               |               |                                       |
| 2.    |               | NONE                          |               |                                       |
| 3.    |               |                               |               |                                       |
| TOTAL |               |                               |               | \$ _____                              |

**The items listed for reimbursement to the Developer or the Issuer, payment to third party payees or amounts previously paid by the Developer for which proof of payment is provided are supported by attached copies of invoices or statements.**

**Schedule I**  
to Requisition  
(continued)

Copies of Invoices or Statements  
(Attached)

**High Tech Corridor Development, LLC**  
**Developer Reimbursements**  
**Schedule I**  
**Payment Application 16**

| Vendor                  | Description                                 | Date of Payment | Amount               |      |
|-------------------------|---------------------------------------------|-----------------|----------------------|------|
| The Thrasher Group      | Invoice 1036752                             | 5/23/2025       | 127,797.01           | Paid |
| Henderson Bros          | 29139                                       | 5/2/2025        | 9,732.00             | Paid |
| Wolfe's Excavating      | Pay App 13                                  | 5/20/2025       | 129,649.19           | Paid |
| Appalachian Dream Pools | Balance Due - Patio Home Pool               | 3/6/2025        | 79,716.29            | Paid |
| White Oaks Estates      | Reimburse Patio Home Pool and Pool house    | 3/21/2025       | 54,624.71            | Paid |
| White Oaks Estates      | Reimburse Patio Home Pool and Pool house    | 6/5/2025        | 109,938.78           | Paid |
| Appalachian Dream Pools | Downpayment -Townhome Pool                  | 4/29/2025       | 95,550.50            | Paid |
| Appalachian Dream Pools | 2nd Payment -Townhome Pool                  | 6/11/2025       | 77,956.30            | Paid |
| White Oaks Estates      | Reimburse Townhome Pool and Pool house      | 6/12/2025       | 45,061.35            | Paid |
| Spilman Thomas & Battle | Invoice 5544873                             | 9/19/2025       | 1,320.00             | Paid |
| Wolfe's Excavating      | Pay App 14                                  | 10/21/2025      | 47,776.24            | Paid |
| The Thrasher Group      | Invoice 1038240                             | 10/21/2025      | 10,229.57            | Paid |
| White Oaks Estates      | Reimburse Townhome Pool and Pool house      | 10/23/2025      | 15,933.24            | Paid |
| Penn Line               | Guardrail and Installation Invoice 2-265409 | 11/24/2025      | 16,416.00            | Paid |
|                         |                                             |                 | <u>\$ 821,701.18</u> |      |

**REQUISITION FOR PAYMENT FROM  
SERIES 2021 B BONDS COSTS OF ISSUANCE FUND**

\$7,422,000

The County Commission of Harrison County  
Second Amended and Restated Subordinate Tax Increment Revenue Bonds  
Series 2021 B Taxable  
(Development District No. 3 – White Oaks)

**REQUISITION FOR PAYMENT OF COSTS OF ISSUANCE**

**Requisition Date: 12-03-2025**

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”) and High Tech Corridor Development, LLC, a West Virginia limited liability company (the “Developer”) by their duly Authorized Officers, hereby certify, in connection with this Requisition for Payment from Series 2021 B Bonds Costs of Issuance Fund (the “Requisition”) under a Indenture of Trust for the above captioned Bonds (the “Series 2021 B Bonds”), dated as of May 25, 2021 (the “Original Indenture”) between the Issuer and United Bank, as predecessor trustee, as supplemented and amended by a First Supplemental Indenture of Trust, dated as of August 11, 2023 (the “First Supplemental Indenture”), a Second Supplemental Indenture of Trust, dated as of July 19, 2024 (the “Second Supplemental Indenture”) and a Third Supplemental Indenture of Trust, dated as of November 1, 2025 (the “Third Supplemental Indenture” and collectively with the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the “Indenture”) that:

1. Terms used herein and not otherwise defined herein shall have the meanings given such terms in the Indenture.
2. The amount requested to be disbursed by this Requisition: (a) is a portion of the Costs of Issuance of the Series 2021 B Bonds authorized for funding under the Indenture, and (b) is an authorized expenditure under First Amended Project Plan No. 2, Second Amended Project Plan No. 2 and the Act.
3. The total amount requested to be disbursed pursuant to this Requisition is **\$42,218.17**. As set forth in the invoices attached hereto, of the total amount of such disbursement:
  - (a) **\$ 42,218.17** is to be paid to the Issuer or the Developer as reimbursement to the Issuer or Developer for an invoice or statement previously paid by the Issuer or Developer to an entity that is not affiliated with the Issuer or the Developer; and
  - (b) \$ -0- is to be paid to a third party payee that is not affiliated with the Issuer or the Developer or on a joint basis to the Issuer or 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.

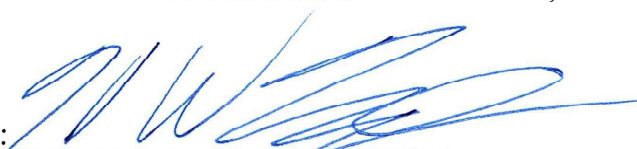


IN WITNESS WHEREOF, this Requisition has been duly executed by the Issuer and the Developer by their duly Authorized Representatives this December 3<sup>rd</sup>, 2025.

THE COUNTY COMMISSION OF HARRISON  
COUNTY

By: \_\_\_\_\_  
Its President

HIGH TECH CORRIDOR DEVELOPMENT, LLC

By:  \_\_\_\_\_  
Its Authorized Officer

**Schedule I**  
to Requisition

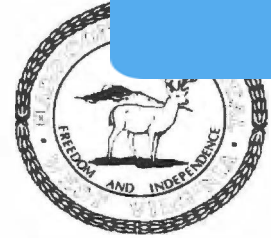
Copies of Invoices or Statements  
(Attached)

**High Tech Corridor Development, LLC**  
**Issuance Cost Reimbursements**  
**Schedule I**  
**Payment Application 17**

| Vendor             | Description                   | Date of<br>Payment | Amount              |      |
|--------------------|-------------------------------|--------------------|---------------------|------|
| Step toe & Johnson | Bond Counsel Invoice 11/21/25 | 11/24/2025         | 38,500.00           | Paid |
| Bowles Rice LLP    | Invoice 1242117               | 11/24/2025         | 3,718.17            | Paid |
|                    |                               |                    | <u>\$ 42,218.17</u> |      |



*Harrison County Assessor*  
*Allen R. Ferree*  
 229 S Third Street  
 Clarksburg, WV 26301-2958  
 Phone (304) 624-8510 Fax (304) 626-1066



November 20, 2025

Harrison County Commission  
 Susan Thomas  
 David Hinkle  
 Patsy Trecost

Commissioners,

Please make the following transfers regarding my current budget for fiscal year 2025-2026:

INCREASE

|                |                   |         |
|----------------|-------------------|---------|
| 001-406-108-00 | OVERTIME          | \$5,000 |
| 001-406-232-00 | BANK FEES/CHARGES | \$100   |

DECREASE

|             |                    |         |
|-------------|--------------------|---------|
| 001-406-212 | ASSESSORS PRINTING | \$2,000 |
| 001-406-459 | NEW EQUIPMENT      | \$1,100 |
| 001-406-230 | CONTRACTURAL       | \$2,000 |

Thank you in advance for your time and consideration with this matter.

Allen R. Ferree  
 Harrison County Assessor

**HARRISON COUNTY  
SHERIFF AND TREASURER**

**ROBERT G. MATHENY**

301 WEST MAIN STREET  
CLARKSBURG, WEST VIRGINIA 26301  
PHONE (304) 624-8550 FAX (304) 624-8734



November 18, 2025

Harrison County Commission  
229 South 3<sup>rd</sup> Street  
Clarksburg, WV 26301

Dear Commissioners:

Please make the following line item revisions to the current 2025-2026 budget for the Tax Office

**404-Tax Office**

Transfer \$1,409.00 from line item 404-341 to line item 404-459

Thank you for your consideration in this matter.

Sincerely,

  
Robert G. Matheny II  
Sheriff

REPORT DATE 11/14/2025  
 SYSTEM DATE 11/14/2025  
 FILES ID I

HARRISON COUNTY COMMISSION  
 STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS  
 GENERAL FUND  
 AS OF 11/2025

PAGE 1  
 TIME 10:30:26  
 USER EJK

|                                             | APPROPRIATIONS<br>(REVISED) | MONTH-TO-DATE<br>EXPENDITURES | YEAR-TO-DATE<br>EXPENDITURES | OUTSTANDING<br>ENCUMBRANCES | UNENCUMBERED<br>BALANCE | EXPENDED and<br>ENCUMBERED % |
|---------------------------------------------|-----------------------------|-------------------------------|------------------------------|-----------------------------|-------------------------|------------------------------|
| 001-404-101-00<br>SHERIFFS SALARY           | 56793.00                    | 2366.38                       | 21297.42                     |                             | 35495.58                | 37.50                        |
| 001-404-102-00<br>SHERIFF COMMISSION        | 15000.00                    |                               | 15000.00                     |                             |                         | 100.00                       |
| 001-404-103-00<br>SHERIFFS TAX DEPUTIES     | 527079.00                   | 20124.43                      | 194879.61                    |                             | 332199.39               | 36.97                        |
| 001-404-104-00<br>SHERIFF & TAX OFF FICA    | 47458.00                    | 1721.04                       | 17761.92                     |                             | 29696.08                | 37.42                        |
| 001-404-106-00<br>SHERIFF & TAX OFF RET     | 55731.00                    | 2060.23                       | 21252.62                     |                             | 34478.38                | 38.13                        |
| 001-404-108-00<br>OVERTIME/TAX OFFICE       | 10500.00                    | 38.16                         | 1700.75                      |                             | 8799.25                 | 16.19                        |
| 001-404-112-00<br>LONGEVITY                 | 8700.00                     | 362.50                        | 3262.50                      |                             | 5437.50                 | 37.50                        |
| 001-404-212-00<br>TAX OFFICE PRINTING       | 2000.00                     |                               | 142.15                       |                             | 1857.85                 | 7.10                         |
| 001-404-214-00<br>TAX OFFICE TRAVEL         | 1000.00                     |                               | 45.40                        |                             | 954.60                  | 4.54                         |
| 001-404-221-00<br>TAX OFFICE TRAINING       | 2500.00                     |                               | 2500.00                      |                             |                         | 100.00                       |
| 001-404-222-00<br>DUES & SUBSCRIPTIONS      | 60.00                       |                               |                              |                             | 60.00                   |                              |
| 001-404-232-00<br>BANK FEES/CHARGES         |                             |                               | 72.50                        |                             | -72.50                  |                              |
| 001-404-341-00<br>TAX OFFICE MAT & SUPPLIES | 18418.00                    | 319.87                        | 2220.75                      |                             | 16197.25                | 12.05                        |
| 001-404-342-00<br>TAX OFFICE RECORD BOOKS   | 1900.00                     |                               | 1900.00                      |                             |                         | 100.00                       |
| 001-404-459-00<br>NEW EQUIPMENT-COMPUTER    |                             |                               | 1409.00                      |                             | -1409.00                |                              |
| TOTALS FOR 404 TAX OFFICE                   | 747139.00                   | 26992.61                      | 283444.62                    |                             | 463694.38               | 37.93                        |

16197.25 <1409.00>  
 -1409.00



**Order Reappointing Board Members****THE COUNTY COMMISSION OF HARRISON COUNTY****ORDER****AN ORDER REAPPOINTING MEMBERS AND SETTING  
THE TERMS OF OFFICE FOR EXISTING MEMBERS OF  
THE CHARLES POINTE ECONOMIC OPPORTUNITY  
DEVELOPMENT DISTRICT BOARD OF DIRECTORS.**

**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 "County Commission") is authorized by the County Economic Opportunity Development District Act, Chapter 7, Article 22, of the Code of West Virginia, 1931, as amended (the "EODD Act") to create an Economic Opportunity Development District, to approve and undertake development expenditures, to issue bonds or notes to finance development expenditures and other costs permitted by the EODD Act and to take other actions to stimulate economic growth and job creation in Harrison County, West Virginia (the "County"), which will serve a public purpose and promote the health, safety, prosperity, security and general welfare of the citizens of the County and of all citizens in the State of West Virginia (the "State") all as more fully set forth in the EODD Act;

**WHEREAS**, Genesis Partners, Limited Partnership, a West Virginia limited partnership (the "Master Developer") has heretofore proposed that the Issuer create and establish within the existing mixed use master planned community known as Charles Pointe (the "Development") an economic opportunity development district in the County under the EODD Act designated as "Charles Pointe Economic Opportunity Development District" (the "Excise Tax District") the boundaries of which consist of approximately 437 acres of real property within the Development;

**WHEREAS**, the County Commission, by Order entered on November 8, 2012 (the "District Establishment Order"), and following the public hearing held by the Issuer on July 7, 2011, in regard thereto, the approval of the West Virginia Development Office pursuant to its letters dated February 16, 2012, and November 7, 2012, and the enactment by the West Virginia Legislature of W.Va. Code § 7-22-9(b)(2) authorizing the Issuer to impose a special district excise tax in the Excise Tax District as required by the EODD Act, (i) created and established the Excise Tax District, (ii) approved the EODD Application and the undertaking and financing of the projects described therein, (iii) created the Charles Pointe Economic Opportunity Development District Board (the "District Board") to oversee the operations of the Excise Tax District as provided pursuant to Sections 10(a)(4) and 11 of the EODD Act, and (iv) imposed a special district excise tax for the benefit of the Excise Tax District (the "Excise Tax"), on the privilege of selling tangible personal property and rendering select services in the Excise Tax District in accordance with the

EODD Act and Chapter 11, Article 10, Section 11a of the Code of West Virginia, 1931, as amended (the “Tax Act”), all in accordance with Section 12 of the EODD Act;

**WHEREAS**, the EODD Act requires that the District Board “be made up of at least seven members, two of which shall be owners, or representatives of owners, of real property situated in the economic opportunity development district and the other five shall be residents of the county within which the district is located”;

**WHEREAS**, pursuant to the District Creation Order, the County Commission appointed seven (7) persons to the District Board to terms as set forth in the District Creation Order;

**WHEREAS**, as the terms of office of the initial membership of the District Board have expired certain members have been reappointed and other positions have been filled with new members as each successive term of office has expired or members have otherwise resigned or ceased to qualify; and

**WHEREAS**, the County Commission now desires to reappoint certain members of the District Board to terms as set forth below.

**NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF HARRISON COUNTY, AS FOLLOWS:**

1. Reappointment and Terms of Office for District Board Members. The following individuals are hereby reappointed as members of the Charles Pointe Economic Opportunity Development District Board to such terms of office as follows:

| Name           | Commencement of Term | Term Expiration |
|----------------|----------------------|-----------------|
| Theodore Lopez | July 1, 2025         | June 30, 2030   |
| Michael Romano | July 1, 2025         | June 30, 2030   |

Following the expiration of the terms of office listed above, future terms of office for each member of the Charles Pointe Economic Opportunity Development District Board shall be five (5) years. Each member’s term of office shall continue until such time as their successor shall have been appointed and such successor shall have qualified for office by taking the requisite oath.

2. Conflicting Provisions Repealed. All ordinances, resolutions, indentures or orders, or parts thereof, in conflict with the provisions of this Order are, to the extent of such conflict, hereby repealed with respect to the subject matter of this Order.

3. Effective Date. This Order shall take effect immediately upon entry.

Entered on the \_\_\_\_\_ day of \_\_\_\_\_, 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 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 \_\_\_\_\_, 2025, a quorum being present and acting throughout, and which Order has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Its Clerk

## Proposal for Harrison County Courthouse Revit Modeling Services

**Prepared for:** Harrison County Commission

**Prepared by:** David Crupe – Project Manager, McKinley Architecture & Engineering

**Date:** November 24, 2025

**Project Location:** 301 W Main St. Clarksburg, WV 26301

### Scope of Work

The proposed services include the initial development of a Revit model of the existing courthouse and 1<sup>st</sup> floors of the annex. Note that modeling was not included in the base agreement as indicated in **D. Fees** in proposal dated 06/17/2025 (Appendix A). Note: There would be a need for a further defined existing conditions model to be created if any portion of the scope would move into a full design.

### Schedule

Upon receipt of an approved proposal, MKA will coordinate with the design team to begin producing a model using the pdf files from the scans performed on site.

### Cost Breakdown & Additional Services

- |                                             |            |
|---------------------------------------------|------------|
| 1. Modeling Services:                       | \$5,200.00 |
| 2. McKinley Oversight & Coordination (15%): | \$780      |

|               |                   |
|---------------|-------------------|
| <b>Total:</b> | <b>\$5,980.00</b> |
|---------------|-------------------|

### Proposal Acceptance & Next Steps

To proceed with the analysis, please review this proposal and confirm acceptance of the outlined scope, exclusions, and cost structure. Upon approval, arrangements for the outlined services will be immediately coordinated.

\_\_\_\_\_  
 Harrison County Commission Acceptance

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 McKinley Architecture & Engineering

\_\_\_\_\_  
 Date

### Prepared by:

*David Crupe*

David Crupe  
 Associate Project Manager  
 McKinley Architecture and Engineering

### Attachments:

Appendix A – Base Proposal

**OIL AND GAS LEASE  
PAID UP**

This lease (hereinafter referred to as this "Lease") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Lease Date"), by and between **The County Commission of Harrison County** with an address at 301 W. Main St., Clarksburg, WV 26301 (hereinafter called "Lessor"), and **Long Ridge West Virginia, LLC**, with its principal address at 2818 Smallman Street, Pittsburgh, PA 15222 (hereinafter called "Lessee").

WITNESSETH, that for and in consideration of the premises and mutual benefits contained herein, Lessor and Lessee, intending to be legally bound, agree as follows:

1. **LEASING CLAUSE:** Lessor, in consideration of the covenants, agreements, obligations and consideration set forth herein, hereby grants, conveys, leases and lets exclusively to Lessee, and its successors and assigns, all the oil and gas (including, but not limited to, coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, contained in, associated with, emitting from, or underlying the Leasehold (as hereinafter defined), together with exclusive rights to enter into, in, on and upon said lands herein leased at all times and on one or more occasions for the purposes set forth herein and together further with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, drill for, develop, produce, measure, and market production of oil and gas and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to inject air, gas, water, and other substances from whatever source into any subsurface strata, except potable water strata; to conduct geophysical, seismic and other exploratory tests; to drill, maintain, operate, rework, stimulate, complete, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct one or more pipelines with appurtenant facilities (including data acquisition, compression and collection facilities) for use in the measurement, production and transportation of oil, gas, water or other products to or from the Leasehold or to or from neighboring lands across the Leasehold; and to operate, maintain, repair, and remove materials and equipment.

2. **DESCRIPTION OF LEASEHOLD:** See Schedule I attached hereto and made a part hereof (the "Leasehold").

3. **LEASE TERM:** This Lease shall remain in force for a primary term of five (5) years from the Lease Date (the "Primary Term"), and shall continue beyond the Primary Term (or any extension thereof) as to the entirety of the Leasehold for so long thereafter as any one or more of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled or unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled or unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled or unitized therewith, or (iv) if the Leasehold or lands pooled or unitized therewith are used for underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments hereunder are made, or (vi) if Shut-in Royalties (as hereinafter defined) provided hereunder are paid or (vii) Lessee's operations are delayed, postponed, prevented or interrupted as a result of (A) any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the Leasehold or on other lands affecting the Leasehold or (B) any laws, rules, regulations, orders, or drilling or well permitting moratoriums enacted or promulgated by any governmental body or regulatory authority (and such delay will automatically extend the primary or secondary term of this Lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement, prevention or interruption). If there is any dispute concerning the extension of this Lease beyond the Primary Term by reason of any of the alternative mechanisms specified herein, the payment to Lessor of the prescribed payments provided herein shall be conclusive evidence that the Lease has been extended beyond the Primary Term. Should Lessor or any other person bring any action in law



that challenges the continued effectiveness of this Lease, and upon litigation or other resolution thereof the continued validity of this Lease is upheld, the term of this Lease (whether primary or secondary) shall be continued for the full period between the date of the filing of the claim to a date six months after the date of the final resolution thereof that is no longer subject to appeal.

4. NO AUTOMATIC TERMINATION OR FORFEITURE:

(A) CONSTRUCTION OF LEASE: The language of this Lease shall never be read or construed as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation, or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth herein. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if Lessee is engaged in geophysical and other exploratory work, including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled or unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil or equity action, arbitration or other proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by Lessee, including, but not limited to, making or the failure to make any prescribed payments, authorized or required under the terms of this Lease, unless Lessee has received written notice of Lessor's claim and a demand for performance and thereafter fails or refuses to satisfy or to provide reasonable justification for its act or omission in response to Lessor's demand within 60 days from the receipt thereof. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefor, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of this dispute, other than claims for undisputed on-going payments that may be due under the terms of this Lease during the pendency of this dispute and any effort by the parties to resolve the dispute.

5. PAYMENTS TO LESSOR: Subject to the terms and conditions set forth herein, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) ROYALTY: To pay Lessor as a royalty, less all taxes, assessments, and adjustments on production from the Leasehold (a "Royalty"), as follows:

1. OIL: To pay Lessor an amount equal to fifteen percent (15%) of the revenue realized by Lessee (after deducting any severance, ad valorem and any other applicable taxes) for all oil and any constituents thereof produced and marketed from the Leasehold, less the cost to transport and market the oil to the point of sale.

2. GAS: To pay Lessor on actual volumes of gas sold from said land, an amount equal to fifteen percent (15%) of the net amount realized by Lessee, computed at the wellhead (after deducting any severance, ad valorem and any other applicable taxes). As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and

the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses of (a) treating and processing oil and/or gas, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include without limitation reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities.

(B) SHUT-IN ROYALTY: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of more than twelve (12) months, or should Lessee elect to shut in a producing well for a period of more than twelve (12) months, and there is no producing well on the Leasehold or lands pooled or unitized therewith, Lessee shall thereafter, as royalty for constructive production, pay to Lessor an annual shut-in royalty equal to Ten Dollars (\$10.00) per net mineral acre of the Leasehold (proportionally reduced to Lessor's percentage of ownership in the Leasehold) until such time as production is re-established or Lessee surrenders the Lease (a "Shut-In Royalty") and this Lease shall thereafter remain in full force and effect. During such shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months or Lessee elects to shut in a producing well for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of delay rental, Royalty or Shut-in Royalty.

(C) ADDITIONAL PROVISIONS: Prior to payment of Royalty, Lessor may be required to execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Lessee may withhold Royalty payments until such time as the total amount withheld exceeds fifty dollars (\$50.00).

6. EQUIPMENT; DAMAGES: Lessee shall have the right at any time during the term of this Lease or after the expiration or termination thereof to remove all equipment, machinery, fixtures, pipelines, buildings, and other structures placed on the Leasehold by Lessee, including the right to pull and remove all casing and tubing. Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber. Lessee shall bury all permanent pipelines below plow depth through cultivated areas upon request of Lessor owning an interest in the surface. Damages shall be calculated at current marketable value only; in no instance shall estimates of future values be considered. Any timber cut by Lessee in preparing access roads, right-of-ways, or locations will be stacked in an orderly manner in locations to be mutually agreed upon by Lessee and Lessor and will not be subject to damage reimbursement to Lessor by Lessee. Any injury to Lessee's workers or damages to Lessee's property that are caused by Lessor, whether intentional or not, shall be recoverable by Lessee from any royalty payments or any other payments to Lessor that are due or becoming due.

7. MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold

any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

8. CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such change had not occurred.

9. TITLE DISPUTES: Lessor covenants and agrees that if Lessor's title to the Leasehold shall come into dispute or litigation, or if, in the judgment of Lessee, there are bona fide adverse claims to the rentals, royalties, rights or privileges of Lessor herein provided for, Lessee, at its option, may withhold such rights or privileges or the payment of said rentals or royalties to all persons until final adjudication or other settlement of such dispute, litigation or claims.

10. LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and cost, by deduction from any future payments to Lessor or by any other lawful means.

11. CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any rentals and other payments paid or to be paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

12. PAYMENT REDUCTIONS AND CORRECTIONS: If it is determined that Lessor owns a lesser interest in the oil and gas than the entire undivided fee simple estate, then the rentals, royalties, and shut-in royalties payable hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. If it is determined that Lessor does not have sufficient title to all or any portion of the oil and gas contained in, associated with, emitting from, or underlying the Leasehold, Lessor agrees on demand made to refund to Lessee any rental or royalty previously paid Lessor, and to release Lessee from the payment of any future rental or royalty, in proportion to the amount of acreage affected by the insufficient title. If it is determined that the quantity of acreage of land of the Leasehold recited herein is in excess of the true quantity of acreage of land, Lessor agrees on demand made to refund to Lessee any rental previously paid, and to release Lessee from the payment of any future rental, in the proportion that the excess of recited acreage over the true acreage in the Leasehold bears to the recited acreage. If the recited acreage is found to be less than the true quantity of acreage of land in the Leasehold, Lessee on demand made shall pay to Lessor the arrears in rental payments on the basis of excess of the true quantity of acreage over the said recited acreage and shall thereafter pay any rentals on the basis of the true quantity of acreage.

13. HORIZONTAL DRILLING: Lessor consents and agrees to the use of a horizontal well on and under the Leasehold and Lessor specifically: (i) grants to Lessee the right, in Lessee's sole and absolute discretion, to use the Leasehold as the site of the vertical bore for such horizontal well, whether or not that bore intersects the target formation upon the Leasehold, (ii) grants to Lessee the right, in Lessee's sole and absolute discretion, to horizontally drill through the Leasehold whether or not that bore intersects the target formation upon the Leasehold, whether or not any completion or stimulation is performed upon the Leasehold and whether or not production is obtained or maintained upon the Leasehold, and (iii) grants to Lessee the right to perform such completions and simulations in and from any horizontal bore as Lessee may, in Lessee's sole and absolute discretion, determine. Any vertical or horizontal bore made upon the Leasehold as part

of a horizontal well, the vertical bore of which is on the Leasehold or any other premises, shall be, and shall be deemed to be, a well drilled upon the Leasehold for all purposes of this Lease.

14. UNITIZATION AND POOLING: Lessor grants Lessee the right to pool, unitize or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production for the unit, or payment of Royalty, Shut-in Royalty, or delay rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease and the local property tax assessment calculation of the lands covered by the Lease, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

15. FACILITIES; SEISMIC: Lessee shall not drill a well within 200 feet of any structure located on the Leasehold without Lessor's prior written consent. Lessor shall not erect any building or structure or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's prior written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's prior written consent. Lessor grants to Lessee and Lessee's geophysical agents and contractors the exclusive right and permission to conduct one or more seismic operations across the Leasehold. Lessee and Lessee's geophysical agents and contractors are hereby granted, for both personnel and equipment, access to the Leasehold Premises for the purpose of conducting the seismic operations on the Leasehold, including, but not limited to, surveying, and the acquisition of seismic data. Lessee agrees to protect Lessor from any and all claims and damages that may result from the seismic operations conducted hereunder. Lessee and Lessee's geophysical agents or contractors will conduct seismic operations in such a manner as to leave the surface of the land in as near the original condition as reasonably possible.

16. TITLE AND INTERESTS; AFFIDAVIT OF NO PRODUCTION: Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, or royalty as a result of any other oil and gas lease covering any or all of the Leasehold, and that there are no producing or shut-in wells currently existing on the Leasehold, or upon other lands with the boundaries of a drilling or production unit utilizing all or a part of the Leasehold.

17. LEASE DEVELOPMENT: Lessor and Lessee agree that, except as expressly stated herein, no implied covenants, obligations or conditions whatsoever shall be read into this Lease, including any covenants or conditions relating to the development, extraction or exploration of the Leasehold or the oil and gas associated with, emitting from, or underlying the Leasehold within a certain time frame, or relating to the marketing of production, or requiring Lessee to drill a well or wells or to continue drilling on the Leasehold, or fixing the measure of diligence necessary on Lessee's part, or relating to the production of any wells or offsets wells, or relating to the prevention of drainage, or relating to any other operations of Lessee hereunder, or relating to anything to be done by Lessee including the plugging and abandoning of any wells at any time for any reason. There shall be no Lease forfeiture, termination, expiration, damages, or cancellation for (i) failure to comply with any implied covenants or (ii) failure to comply with obligations if compliance is effectively prevented by any of the conditions set forth in subparagraph (vi) of the Lease Term paragraph or the Force Majeure paragraph of this Lease. The consideration paid and the provisions herein, including any prescribed payments, constitute full compensation for the privileges herein granted.



18. RIGHT OF FIRST REFUSAL: If, at any time within the Primary Term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (a "Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option, by meeting any such offer, to acquire such Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

19. ARBITRATION: In the event of a disagreement between Lessor and Lessee concerning this Lease, performance hereunder, or damages alleged to have been caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall be conducted before a single arbitrator, with at least ten years' experience in oil and gas law in West Virginia, regardless of the amount in controversy, and the arbitrator shall be appointed within 14 days after the arbitration is requested. Such arbitration shall be conducted in Charleston, West Virginia unless another location is agreed to in writing by Lessor and Lessee. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee. The arbitrator shall be required by the arbitration agreement to make an award within 30 days following the last day of arbitration hearings conducted in the matter. The award rendered by the arbitrator shall be final and judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

20. ENTIRE CONTRACT: This Lease (including the schedule attached hereto and any addendum hereto) sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes, integrates, and merges all prior discussions, correspondence, negotiations, understandings, or agreements with respect to the subject matter hereof. No oral warranties, representations or promises have been made or relied upon by either party as an inducement to or modification of this Lease. This Lease is the result of negotiations between the parties and each party has been given the opportunity to consult with legal counsel. Any rule of contract construction that an instrument is to be construed more strictly against the drafter shall not apply to this Lease. This Lease shall be construed as a whole and in accordance with the fair meaning of its language.

21. SURRENDER: Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by written notice to Lessor or by placing the surrender thereof on record in the proper county, either of which shall constitute a full and legal surrender of this Lease as to all the Leasehold or such portion thereof as said surrender shall indicate and shall be a cancellation of all liabilities under same of each and all parties hereto to the extent indicated on the surrender, and the rentals herein provided shall be reduced in proportion to the acreage surrendered. At and after the termination or surrender of all or a portion of this Lease, (i) ownership of any such pipelines, pole lines, roadways and other facilities laid or constructed during the term of this Lease shall not revert to Lessor, and at Lessee's option and without any fee payable to Lessor, Lessee shall continue to have the right of unlimited access to operate, maintain or remove said pipelines, poles, roadways and facilities; but (ii) Lessee shall not be entitled to lay and maintain additional pipelines across the Leasehold without specific written consent of Lessor.

22. SUCCESSORS: All rights, duties and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

23. FORCE MAJEURE: When drilling, reworking, fracturing, stimulating, or other operations hereunder, or Lessee's fulfillment of its obligations hereunder, are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain or delay in obtaining for any reason any and all necessary permits (including, without limitation, an inability to obtain well

permits as a result of objections of owners of coal rights), equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, including any periods of depressed natural gas pricing, this Lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions, covenants, or implied covenants of this Lease when drilling, production, or other operations are so prevented or delayed.

24. SEVERABILITY: This Lease is intended to be in conformity with all laws, rules, regulations, and orders and interpreted as such. If any court of competent jurisdiction holds any provision of this Lease invalid or unenforceable (including, without limitation, under any applicable minimum royalty statute), this Lease and the other provisions of this Lease will nevertheless remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

25. GOVERNING LAW: This Lease and enforcement hereunder shall be governed by the laws of the State of West Virginia, without regard to conflicts of law principles that might refer the interpretation hereof to the laws of another state. Further, subject to the arbitration requirements of Section 19 of this Lease, the parties consent to the sole and exclusive jurisdiction in the state and federal courts that have jurisdiction over the county in which the Leasehold is located for all claims related to enforcement of this Lease. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, NEITHER LESSOR NOR LESSEE (OR ITS PARTNERS, OFFICERS, EMPLOYEES, DIRECTORS OR MANAGERS OR ITS OR THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES) SHALL BE LIABLE FOR PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER FOR ANY MATTER RELATING TO OR ARISING OUT OF THIS LEASE, INCLUDING LOSS OF PROFITS, WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STRICT LIABILITY, OR OTHER LEGAL THEORY, EXCEPT TO THE EXTENT OF THE EXPRESS REMEDIES PROVIDED FOR HEREIN. NOTHING CONTAINED IN THIS LEASE SHALL BE CONSTRUED TO RELIEVE EITHER PARTY OF ITS OBLIGATION TO MITIGATE DAMAGES FOR THE OTHER PARTY'S BREACH. THE TOTAL MONETARY AMOUNT FOR LOSSES AND DAMAGES FOR ANY MATTER RELATING TO OR ARISING OUT OF A BREACH OF THIS LEASE THAT LESSEE SHALL BE OBLIGATED TO PAY TO LESSOR SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ACTUAL, DIRECT LOSSES OR DAMAGES SUSTAINED BY LESSOR FOR SUCH MATTER.

26. EFFECTIVENESS: This Lease shall be effective only upon the due execution of this Lease by both Lessor and Lessee. **LESSOR ACKNOWLEDGES AND AGREES THAT ANY PERSON OR PERSONS NEGOTIATING THE TERMS AND CONDITIONS OF THIS LEASE ON BEHALF OF LESSEE IS AN INDEPENDENT CONTRACTOR OF LESSEE AND NOT ITS AGENT OR EMPLOYEE, THAT SUCH PERSON OR PERSONS HAVE NO AUTHORITY TO BIND LESSEE TO THE LEASE OR OTHERWISE, AND THAT THIS LEASE OR ANY OTHER PROMISE OR AGREEMENT SHALL NOT BE BINDING UPON LESSEE UNTIL THIS LEASE IS ACCEPTED BY LESSEE ONLY AS EVIDENCED BY THE DUE EXECUTION OF THIS LEASE BY AN OFFICER OR OTHER AUTHORIZED PERSON OF LESSEE. LESSOR FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE MAY DECLINE TO ACCEPT AND EXECUTE THIS LEASE FOR ANY REASON WHATSOEVER IN ITS SOLE AND COMPLETE DISCRETION, AND IN THE EVENT LESSEE ELECTS NOT TO ACCEPT THIS LEASE, LESSEE SHALL HAVE NO OBLIGATION OR LIABILITY TO LESSOR HEREUNDER WHATSOEVER.**

27. HEADINGS: The headings and titles used in this Lease are inserted for convenience only and shall be disregarded in construing terms, conditions, and provisions of this Lease.



28. NO THIRD PARTY BENEFICIARIES: Nothing in this Lease shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Lease shall not be construed as a third-party beneficiary contract.

29. FURTHER ASSURANCES: In connection with this Lease, each party hereto shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Lease.

30. AMENDMENTS; ASSIGNMENTS; EXPENSES; COUNTERPARTS: This Lease may not be subsequently amended except by an instrument in writing signed by Lessor and Lessee. The privilege of assignment of this Lease in whole or in part is expressly allowed to Lessor and Lessee. All fees, costs and expense incurred by Lessor and Lessee in negotiating or preparing this Lease shall be paid by the party incurring the same. This Lease may be executed by Lessor and Lessee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Any party may execute this Lease by facsimile signature and the other party will be entitled to rely on such facsimile signature as evidence that this Lease has been duly executed by such party.

31. CONFIDENTIAL UNRECORDED ADDENDUM: There is a Confidential Addendum affecting the terms and conditions of this Lease by and between Lessor and Lessee. In the event there is an inconsistency between the terms and conditions set forth in the main body of this lease, and the terms and conditions specified in the Addendum the provisions of the Addendum shall prevail and supersede the inconsistent provisions of the main body of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

**LESSOR:**

**LESSEE:**

**The County Commission of Harrison County      Long Ridge West Virginia, LLC**

\_\_\_\_\_  
Name: Susan Thomas  
Title: President Commissioner

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **Susan Thomas** as **President Commissioner of The County Commission of Harrison County**, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that each executed the same for the purposes therein contained.

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

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

My commission expires:

LESSEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Long Ridge West Virginia, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

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

My commission expires:

**Schedule – I**  
Leasehold Description

Attached to and made a part of that certain Oil and Gas Lease, by and between **The County Commission of Harrison County**, as “Lessor,” and Long Ridge West Virginia, LLC, as “Lessee,” dated \_\_\_\_\_

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DESCRIPTION:       The leasehold is located in the District of **Simpson** in the County of **Harrison** in the State of West Virginia, and described as follows:

Tract No. 1:

Property Tax Parcel Identification Number: **P/O 15-290-4; P/O JERRY DOVE DR. (31.82 +/-)** and is bounded formerly or currently as follows:

On the North by:       County Commission of Harrison County

On the East by:       Jonathon E. Marks; Donna G. Miller et al

On the South by:       Roberta K. Ferrell

On the West by:       Benedum Airport Authority

including lands described in Official Record Book 1626 Page 307, in the Office of the Clerk/Recorder of Harrison County, West Virginia.

## MEMORANDUM OF OIL AND GAS LEASE

**This Memorandum of Oil and Gas Lease** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with an effective date of \_\_\_\_\_, by and between **The County Commission of Harrison County**, with an address of 301 W. Main St., Clarksburg, WV 26301, hereinafter referred to as “**Lessor**”, and **Long Ridge West Virginia, LLC**, with an address of 2818 Smallman Street, Pittsburgh, PA 15222, hereinafter called “**Lessee.**”

### WITNESSETH:

1. For and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid and to be paid by Lessee to Lessor and in further consideration of the rents reserved and the covenants and conditions more particularly set forth in that certain lease between Lessor and Lessee dated \_\_\_\_\_ (hereinafter referred to as the “**Lease**”) does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

2. Said land is situate in **Simpson** District, **Harrison** County, West Virginia, Tax Parcel Number(s) **P/O 15-290-4; P/O JERRY DOVE DR.**, being all the property owned by Lessor or to which the Lessor may have any rights in said District or adjoining Districts, containing 31.82 acres, more or less, and being the property described in Official Records Book 1626 Page 307.

3. The Lease was executed on \_\_\_\_\_, has a primary term of five (5) year(s) and commencing on \_\_\_\_\_, and so much longer thereafter as oil or gas or their constituents are produced or capable of being produced on the Premises in paying quantities, in the judgement of Lessee, or as the Premises shall be operated by Lessee in the search of oil or gas and as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

4. The rental, covenants, provisions and conditions of this Memorandum shall be the same as the rental, covenants, provisions and conditions set forth in the Lease to which rental, covenants, provisions and conditions reference is hereby made and the same are hereby incorporated by reference as though fully written herein.

5. In the event the lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

6. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same or now or may hereafter be in force and effect.

7. This lease may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one lease. Should less than all of the named Lessors execute this lease, this lease shall be binding on those who are signatories.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument on the date first above written.

LESSOR:

LESSEE:

The County Commission of Harrison County Long Ridge West Virginia, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: Susan Thomas  
Title: President Commissioner  
Date: \_\_\_\_\_

LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **Susan Thomas as President Commissioner of The County Commission of Harrison County**, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that each executed the same for the purposes therein contained.

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

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

My commission expires:

LESSEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Long Ridge West Virginia, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

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

My commission expires:

This instrument prepared by and is to be returned to Long Ridge West Virginia, LLC, 2818 Smallman Street, Pittsburgh, PA 15222

## ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease ("Lease"), dated \_\_\_\_ day of \_\_\_\_\_, 2025, between **The County Commission of Harrison County**, as Lessor(s), and **Long Ridge West Virginia LLC**, as Lessee, to wit:

In the event of a conflict between the terms of this Addendum and the terms of the Lease to which it is attached, the terms of this Addendum shall control.

### **Gross Proceeds Royalties**

The royalty reserved by Lessor, and which shall be paid by Lessee, proportionate to Lessor's percentage of ownership of the Marcellus Shale Formation, on production from any well drilled on the Marcellus Shale Formation or any portion thereof included in a Unit (limited to the Subject Formations) after the Effective Date, shall be, subject to adjustments due to pooling ratio or shut-in, as applicable, equal to sixteen percent (16%) of the Gross Proceeds (as defined below).

- A) **Gross Proceeds.** means the total monies and other consideration accruing to Lessee or an Affiliate of Lessee for the sale, use or disposition of the Marcellus Shale Formation, gas and any other marketable by-products, including condensate, produced and marketed from any well drilled on the Marcellus Shale Formation, or any portion thereof included in a Unit, (limited to the Subject Formations) after the Effective Date.
- B) **Affiliate of Lessee** means any person, corporation, firm, or other entity in which Lessee, or any parent company, subsidiary or affiliate of Lessee, owns an interest of Five Percent (5%) or more, whether by stock ownership or otherwise, or over which Lessee, or any parent company or affiliate of Lessee exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation, firm or other entity which owns any interest in Lessee, whether by stock ownership or otherwise, or which exercises any degree of control, directly or indirectly, over Lessee, by stock ownership, interlocking directorate, or in any other manner.
- C) **Production & Post-Production Costs.** Neither Lessee, nor any Affiliate of Lessee, may reduce or diminish Lessor's gross royalty for any production or post-production expense or cost, including, by way of example and not limitation, pipelines, surface facilities, telemetry, gathering, fuel, dehydration, transportation, fractionation, compression, manufacturing, processing, treating, or marketing of the Marcellus Shale Formation or any severance or other taxes of any nature paid on the production thereof.
- D) **Taxes:** Subject to the royalty provisions hereinabove regarding all costs, all severance taxes assessed or payable on the oil and gas produced from the Marcellus Shale Formation or from leases, lands, and/or interests pooled or unitized therewith shall be paid by the Lessee.

### **Operations**

"Operated in the search for, drilling for, or production of oil and gas" as stated in Section 1(i) of the Lease shall be defined to include the following: Lessee having secured a valid drilling permit and having entered upon the Leased Premises or lands pooled or unitized with the Leased Premises with a drilling rig capable of drilling to the target depth and the spudding of a horizontal well on either the Leased Premises or lands pooled or unitized therewith followed by, in accordance with the requirement for continuous operations contained herein, the completion of a horizontal well to be drilled on either the Leased Premises or lands pooled or unitized therewith. The Lease shall remain in full force and effect so long as operations to complete the horizontal well continue with no cessation of more than three hundred sixty-five (365) consecutive days between said operations, and if they result in the production of oil, gas or other minerals, so long thereafter as oil, gas or



other minerals are produced in paying quantities from the Leased Premises or lands pooled or unitized with the Leased Premises. For purposes of the Lease, the operations to complete the drilling of a horizontal well shall be when it is drilled to its target depth, cased, cemented, perforated, and hydraulically stimulated.

#### **Bonus Payment**

Lessee shall pay Lessor \$1,500.00 per net mineral acre owned by Lessor as an upfront signing bonus. Such payment is non-refundable. Time is of the essence for all provisions of the Lease.

#### **Surface Activity**

No surface activity shall take place on the Leased Premises. Further, no well shall be drilled on the Leased Premises, nor shall Lessee enter upon or install any installation and/or facility of any nature whatsoever including but not limited to well pad sites, pipelines, compressor facilities, pump stations, water impoundments, storage tanks, power lines, telecommunication lines, pits, power stations, structures, compression equipment, meters, houses and buildings, and/or access roads on the Leased Premises unless separately contracted for by Lessor and Lessee herein in a separate writing. The Lease is being granted for the sole purpose of permitting Lessee to unitize the Leased Premises with other leases or properties which shall bear all the burden of surface development. Lessor understands and gives consent that, due to directional or horizontal drilling originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of the Leased Premises.

#### **Compliance Clause**

Lessee's operations on said Leased Premises shall be in compliance with all applicable federal and state regulations.

#### **No Storage Rights Clause**

Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described Leased Premises shall not be used for the purpose of gas storage of any kind (either above or below the surface) as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in the Lease is hereby deleted. However, Lessor does hereby grant Lessee the first option and right to lease or purchase the gas storage rights by matching any third-party offer. If Lessor wishes to enter into an agreement with a third party regarding gas storage using all or a portion of the Leased Premises, Lessor shall first give Lessee written notice of the identity of the third party, the consideration the third party is prepared to offer, the effective date and the anticipated closing date of the transaction, and all other material information concerning the transaction. Lessee shall have thirty days from receipt of written notice to notify Lessor in writing of its election to enter into a gas storage agreement with Lessor on comparable terms and conditions. A failure of Lessee to respond within such thirty-day period shall be deemed Lessor's election not to exercise the aforesaid option.

#### **Oil & Gas Only**

The Lease shall be deemed to cover only oil and gas and associated hydrocarbons and substances produced through the wellbore(s).

#### **No Disposal or Injection Wells**

Lessee agrees that no disposal or injection wells shall be placed, drilled and/or utilized upon the Leased Premises and any reference to disposal or injection wells contained in the Lease is expressly deleted.

#### **No Disposal Clause**

The right to dispose of any waste products, including, but not limited to, wastewater and/or brine upon the Leased Premises is specifically excluded.

### **Waste, Nuisance, or Illegal Uses**

Lessee shall not use or permit the use of the Leasehold in any manner that results in waste of the Leasehold or constitutes a public or private nuisance or violates any statute, ordinance, rule, or regulation applicable to the Leasehold or for any illegal purpose or activity.

### **Hold Harmless Clause**

Lessee shall indemnify Lessor against all third-party claims directly and solely caused by Lessee's operations on or related to the Leased Premises. Lessee shall not be obligated to indemnify Lessor against any claims that are caused, impacted, or influenced by the, negligence, or misconduct of Lessor, Lessor's successors, assigns, contractors, subcontractors, representatives, or agents, or any third party.

### **Depth Severance-Marcellus Only**

The Leased Premises includes only those strata and formations lying from the top of the Rhinestreet Shale, down to and including 100 feet below the bottom of the Marcellus Shale and into the Onondaga Formation. The rights granted to the Lessee hereunder do not include any gas, oil, and associated hydrocarbons from the surface to a depth beginning at the top of the Rhinestreet Shale and from 100 feet below the bottom of the Marcellus Shale to the center of the Earth, including the Utica Shale Formation. It is expressly acknowledged and agreed that Lessee is acquiring no developmental or production rights, title or interest in the Utica Formation, or any deeper formation, by virtue of the Lease and that all such rights, title and interest are excepted from this Lease and expressly retained by Lessor. Notwithstanding the foregoing and for avoidance of doubt, Lessee retains the right to penetrate but not perforate formations from the surface to a depth beginning at the top of the Rhinestreet Shale.

### **Retained Rights of Lessor**

- (a) Lessor reserves the right to use the Leasehold in any and all respects not specifically limited by the terms of the Lease.
- (b) Lessor reserves all minerals within the Leasehold including all coal, oil, gas and liquid hydrocarbons not leased to Lessee by the Lease and shall have the right to lease the Leasehold for the development of those mineral rights to third parties insofar as Lessor is otherwise legally entitled to develop the same, subject only to rights expressly granted to Lessee under the Lease and provided that Lessor does not enter into any agreements that interfere with Lessee's right to explore for, develop, or produce oil and/or gas or its constituents from the Leasehold.

### **Other Minerals Reserved**

The Lease does not include and there is hereby excepted and reserved unto Lessor, all of the sulfur, copper, coal, lignite, uranium, and other fissionable material and/or metallic ores, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances presently owned by Lessor and those in, under, or upon the Leased Premises, together with rights of ingress and egress and use of the Leased Premises by Lessor or its lessees or assignees for purposes of exploration for and production and marketing of the materials and minerals reserved hereby, as long as it does not interfere with the rights and privileges granted Lessee herein and the contemplated oil and gas well operations. The Lease shall cover only oil and gas and their constituents that may be produced through the well bore and any fractures extending therefrom.

### **Interference with Alternative Uses**

Lessee agrees that any action taken pursuant to the terms and conditions of the Lease shall not unreasonably interfere with existing alternative uses of the Leased Premises including, but not limited to livestock grazing/raising, coal mining operations, transmission towers, windmills, quarry operations or any other alternative use of the Leased Premises for the financial benefit of Lessor. The Lease is under and subject to all coal leases, oil and gas leases, transmission towers

leases, windmill leases, quarry leases and/or any other alternative lease existing upon the Leased Premises prior to the date of the Lease.

### **Governing Law and Dispute Resolution**

The Lease shall be governed and construed in accordance with the laws of West Virginia.

### **Shut-In Limitation**

No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline, well bore or equipment breakage, damage, malfunction, maintenance or repair; (c) the shut-in is required because Lessee, in the exercise of good faith and reasonable diligence, has been unable to secure an economical market for the production from such well(s), (d) the shut-in is due to lack of available pipeline; or (e) for safety reasons. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well.

### **Shut-In Royalty**

During any period after the Primary Term or Secondary Term when there is located on the Leased Premises or lands pooled therewith a well or wells capable of production and oil or gas is not produced therefrom ("Shut-In"), and there is no other well Producing in Paying Quantities located on the Leased Premises or on lands pooled therewith, then such Shut-In well shall be deemed to be Producing in Paying Quantities until the Shut-In well has resumed production if Lessee pays shut-in royalty to Lessor in the amount of Twenty-Five Dollars and 00/100 (\$25.00) per acre per year. Lessee must remit subsequent shut-in royalty payments on or before the anniversary date of the initial shut-in date. It is understood and agreed that the Lease may not be held in effect by action of this Shut-In provision for a period in excess of thirty-six (36) consecutive months or for more than thirty-six (36) cumulative months out of any forty-eight (48) month period.

### **Assignment of Lease**

Lessee shall, within thirty (30) days of the assignment of the Lease or any part hereof, notify Lessor of such assignment and furnish Lessor the assignee's name, address, and telephone number. No assignment by Lessee (or any assignee of Lessee) of all or any portion of the Lease shall relieve Lessee (or any assignee of Lessee) of any liability or breach of any covenant, warranty or other obligation of Lessee hereunder theretofore accrued. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of the Lease to the same extent as if such assignee were an original party to the Lease. Lessor shall have the right to assign its interests under the Lease upon written notice to Lessee. Any assignment of the Lease by Lessee will only be made to an Assignee that is financially sound and reputable. Provided however, that notice to Lessor shall not be required in the event of an assignment by Lessee

- to an affiliate, subsidiary, or internal partners;
- in consequence of a merger or amalgamation; or
- of all or substantially all of its assets to a third party.

### **Unitization**

Lessee shall not form units under the Unitization and Pooling paragraphs herein in excess of 1280 acres. Lessee may only effect such pooling by executing a "declaration of pooling" and recording same in the Marion County Recorder of Deeds office. Upon Lessors written request, Lessee will provide Lessor with a copy of the recorded Unit Declaration. Neither pooling nor unitization of any part of the lands subject to this Lease shall be effective until the pooling or unit designation is filed for record in the county or counties where the Leased Premises are located. All pooling and unitization shall be based upon sound engineering and geological evaluations and practices. When designating said units, Lessee shall make reasonable efforts to avoid excluding small or irregular shaped portions of the Leased Premises.

### **Release Lease**

Upon written request of Lessor, Lessee agrees that after the expiration, termination or forfeiture of the Lease or any portion thereof, Lessee shall execute and record an appropriate lease surrender instrument with the Marion County Recorder of Deeds.

### **Special Warranty Title**

It is understood that Lessor warrants title to said Leased Premises only with respect that the title is good to the best of Lessor's knowledge and Lessee agrees that no claims will be made against Lessor pertaining to warranty of title. Lessee agrees that all monies paid pursuant to the Lease are non-refundable.

### **Insurance**

A company licensed by the West Virginia Insurance Commission to do business within West Virginia shall underwrite all policies required by this paragraph. Provided however, such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies. Lessee shall carry the following insurance with one or more insurance carriers at any and all times such party or person is on or about the leased premises or acting pursuant to this Lease in such amounts as from time to time reasonably required by Lessor. Lessee shall endeavor to assure that any person acting on Lessee's behalf under this lease shall carry substantially similar insurance:

- a. Workers' Compensation and Employer's Liability Insurance;
- b. Commercial General Liability Insurance (\$1,000,000.00 Occurrence/\$2,000,000.00 Aggregate);
- c. Business Auto (\$1,000,000.00);
- d. Umbrella Insurance (\$1,000,000.00).

Upon Lessor's written request, the Lessee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request to Lessor.

### **Taxes**

In the event there is a change in West Virginia's tax code that provides for an increase in ad valorem taxes based on the value of oil and gas production or reserves from the Leased Premises, or there is enacted by the West Virginia legislature a severance, gross production or similar tax based on the amount of oil and/or gas production and/or sales from the Leased Premises, then Lessor and Lessee agree to abide by the law and pay their proportional share of such taxes.

### **Force Majeure**

In the event that Lessee is prevented from complying in a timely manner with any obligation imposed in the Lease because of (1) a strike, fire, flood, act of God, pandemic, or other circumstances beyond Lessee's control and which Lessee, by the exercise of all reasonable diligence, is unable to prevent or (2) a government law, rule, regulation, approval, pending administrative or legal proceeding, including, but not limited to, challenges under the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), or (3) by Lessor's actions or inactions or (4) any litigation by Lessor preventing or delaying the operations or obligations of Lessee hereunder (items 1-4 above hereinafter defined as "Force Majeure Event"), then in the case of any of the foregoing, Lessee's non-compliance with such obligation shall be excused until such time as said event terminates, provided Lessee is actively proceeding to resolve such delay including, but not limited to, providing any information required by any governmental body preventing performance. An increase in the cost of performing the obligations set forth in the Lease shall not constitute circumstances beyond Lessee's control. Lessee's financial inability to comply with any of the obligations of the Lease shall not be grounds for any extension of time.

To the extent that Lessee becomes aware of any Force Majeure Event that will delay Lessee's performance of a material obligation under the Lease by at least three (3) months or more than one Force Majeure Event which in the aggregate will delay Lessee's performance of an material obligation under the Lease by more than three (3) months, Lessee shall notify Lessor within sixty (60) working days in writing of the date it determinates that the event or events will delay

performance of the material obligation by more than three (3) months. The written notice shall include a statement as to the efforts which have been made and are being made by Lessee to mitigate the effects of the event and minimize the length of delay. It is understood and agreed that, the Lease may not be maintained in force for any continuous period of time longer than thirty (30) consecutive months, or for more than thirty-six cumulative months out of any period of forty-eight (48) months after the expiration of the Primary Term, or any extension thereof hereof solely by the provision of this force majeure clause. It is hereby agreed by Lessor and Lessee that there shall be no force majeure events declared by Lessee regarding coal.

#### **Payment for Additional Acreage**

Lessee and Lessor herein agree that if Lessor has the Leased Premises surveyed within Three (3) years of executing the Lease and said survey shows that the Lessor owns more acreage than was included in the Lease, then Lessee agrees to make any additional payment, at the same rate as contained in the Lease, to Lessor for any additional acreage shown by the survey in which Lessee did not already compensate Lessor for and Lessee agrees to make said payment to Lessor within thirty days of receiving said survey. Further, should the Marion County Tax Assessment Office have the wrong amount of acreage assessed for the Leased Premises and the actual acreage be greater than the acreage designated on the Lease, Lessee shall make an additional payment, at the same rate as contained in the Lease, to Lessor for any increase in the amount of acreage at the time that the Marion County Tax Assessment Office increases the amount of acreage on the Leased Premises.

#### **Payments**

All money due under the Lease shall be paid to the Lessor by check made payable to the order of Lessor and mailed to the address set forth above until delivery to the Lessee of a notice of change of ownership or notice of change of address. Such payment or tender of any payment due under the Lease and properly addressed and postmarked to the Lessor on or before the paying date shall be deemed payment as provided herein.

#### **Apportionment of Payments**

If the Leased Premises shall hereafter be divided in severalty or in separate tracts, the premises nevertheless shall continue to be developed and operated as one lease, and all rentals, royalties and payments provided for shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

#### **Prudent Operator**

Lessee will conduct all operations as a prudent operator, and in accordance with the range of accepted industry practices.

#### **Future Mortgages and Encumbrances**

Lessor may at any time, without providing notice to Lessee, mortgage Lessor's interest in all or any part of the Leased Premises, or grant any easement or other servitude, including but not limited to other leases, as Lessor deems necessary and appropriate, and which do not interfere with Lessee's rights herein.

#### **Recordation for Memorandum of Lease**

Lessee shall record a Memorandum of Lease or the Lease at its expense and provide Lessor with a photocopy of the fully executed Lease, all Exhibits, and the Memorandum of Lease as soon as possible after such time as the Memorandum of Lease is recorded.

#### **No Mother Hubbard Clause.**

The Mother Hubbard clause, if any, is stricken and deleted from the Lease.



### **No Arbitration Clause.**

The Arbitration clause, if any, is stricken and deleted from the Lease.

### **Address for Notices**

Any notice to be given by either party to the other hereunder may be delivered in person or by registered mail, postage prepaid addressed to the party for whom intended per the addresses listed on the Paid-Up Oil and Gas Lease.

Either party hereto may from time to time, by written notice to the other designate a different address, which shall be substituted for the one above specified. If any notice from one party to the other is given by registered mail, usual time for transmission of mail shall be computed and at the end of such time service of notice will be considered made.

### **Recoupment/Offset**

Lessee shall not have any right or be entitled to recapture, offset, claw-back or seek reimbursement or refund of any bonus payment, delay rental payment, royalty, shut-in royalty, or other amount, however characterized, denominated, described, entitled or named, paid to or on behalf of Lessor in the event Lessor's title to the Leased Premises is or shall be clouded, defective and/or unmarketable. However, Lessee shall have the right to recoup inadvertent overpayment of royalties.

### **Waiver of Reliance**

BOTH PARTIES acknowledge and agree, after consultation with legal counsel, that no promise or agreement not expressly contained herein has been made and that NEITHER PARTY is relying upon any statement or representation not expressly made herein and is instead relying on IT's own judgment in entering this lease. BOTH PARTIES waive any claims THEY may have now or in the future against THE OTHER PARTY or any of THE OTHER PARTY's affiliates, employees, agents, officers, directors, members, managers, equity owners, consultants, representatives or advisors as to any such statement or representation.

### **Water Usage**

Lessee agrees not to use any water from Lessor's wells, ponds, springs, lakes, reservoirs or creeks located on the Leased Premises without Lessor's written consent. Lessee further agrees that Lessee shall not drill any water wells on the Leased Premises without the Lessor's written consent.

### **No Right of First Refusal**

Lessee does not have the right of first refusal. If at any time within the Primary Terms of the Lease or during any continuation of the Lease after the Primary Term, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of the Lease covering all or part of the Leased Premises, Lessee will not have the option to acquire such a lease on equivalent terms and conditions.

### **Water Quality**

Lessee shall, at Lessee's sole cost and expense, have Lessor's current water supply used on the Leased Premises sampled and tested by an independent laboratory prior to the spudding of any well drilled on the leased premises, or drilled on acreage unitized with the leasehold within 1500 feet of the well. Should Lessor experience a material adverse change in the quality of Lessor's water supply, during or immediately after the completion of Lessee's operations on the Leased Premises, Lessee shall, within 48 hours of Lessor's written request, sample and test Lessor's water supply at Lessee's sole cost and expense. Should such a test reflect a material adverse change as the result of Lessee's operations on the Leased Premises, Lessee shall correct and remedy such



damage, disturbance, or injury and take all steps necessary to return the water supply to pre-drilling conditions. Lessee shall provide the results of any testing to Lessor within twenty (20) days of written request by Lessor. Lessee agrees to provide Lessor with potable water until such a time as Lessor's water source has been repaired or replaced with a source of substantially similar quality.

**Fresh Water Damage Protection**

In the event any activity carried on by the Lessee pursuant to the terms of this lease damages, disturbs, or injures Lessor's fresh water well or source located on these leased premises, Lessee shall at its sole cost and expense take all necessary steps to correct any such damage, disturbance or injury and return the fresh water well or source to pre-drilling conditions.

**Clean and Green Clause**

In the event the Leased Premises is subject to any federal, state, local and/or agricultural assistance program (Clean & Green, CRP or CREP, including any interest and penalties thereon), and any roll-back or reimbursement or recoupment or retroactive assessment is made against the Leased Premises directly relating to the operations of Lessee on the Leased Premises, Lessee shall be responsible for paying any and all of such amounts, but only insofar as such amounts imposed result from operations on the portion of the Leased Premises actually utilized in Lessee's operations. Lessee will reimburse Lessor upon receiving written request and a copy of the penalty notice.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument on the date first above written.

LESSOR:

The County Commission of Harrison County

\_\_\_\_\_

Name: Susan Thomas

Title: President Commissioner

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

LESSEE:

Long Ridge West Virginia, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **Susan Thomas** as **President Commissioner of The County Commission of Harrison County**, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that each executed the same for the purposes therein contained.

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

\_\_\_\_\_

Notary Public

My commission expires:

LESSEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Long Ridge West Virginia, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

\_\_\_\_\_

Notary Public

My commission expires:

**OIL AND GAS LEASE  
PAID UP**

This lease (hereinafter referred to as this "Lease") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Lease Date"), by and between **The County Commission of Harrison County** with an address at 301 W. Main St., Clarksburg, WV 26301 (hereinafter called "Lessor"), and **Long Ridge West Virginia, LLC**, with its principal address at 2818 Smallman Street, Pittsburgh, PA 15222 (hereinafter called "Lessee").

WITNESSETH, that for and in consideration of the premises and mutual benefits contained herein, Lessor and Lessee, intending to be legally bound, agree as follows:

1. LEASING CLAUSE: Lessor, in consideration of the covenants, agreements, obligations and consideration set forth herein, hereby grants, conveys, leases and lets exclusively to Lessee, and its successors and assigns, all the oil and gas (including, but not limited to, coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, contained in, associated with, emitting from, or underlying the Leasehold (as hereinafter defined), together with exclusive rights to enter into, in, on and upon said lands herein leased at all times and on one or more occasions for the purposes set forth herein and together further with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, drill for, develop, produce, measure, and market production of oil and gas and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to inject air, gas, water, and other substances from whatever source into any subsurface strata, except potable water strata; to conduct geophysical, seismic and other exploratory tests; to drill, maintain, operate, rework, stimulate, complete, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct one or more pipelines with appurtenant facilities (including data acquisition, compression and collection facilities) for use in the measurement, production and transportation of oil, gas, water or other products to or from the Leasehold or to or from neighboring lands across the Leasehold; and to operate, maintain, repair, and remove materials and equipment.

2. DESCRIPTION OF LEASEHOLD: See Schedule I attached hereto and made a part hereof (the "Leasehold").

3. LEASE TERM: This Lease shall remain in force for a primary term of five (5) years from the Lease Date (the "Primary Term"), and shall continue beyond the Primary Term (or any extension thereof) as to the entirety of the Leasehold for so long thereafter as any one or more of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled or unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled or unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled or unitized therewith, or (iv) if the Leasehold or lands pooled or unitized therewith are used for underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments hereunder are made, or (vi) if Shut-in Royalties (as hereinafter defined) provided hereunder are paid or (vii) Lessee's operations are delayed, postponed, prevented or interrupted as a result of (A) any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the Leasehold or on other lands affecting the Leasehold or (B) any laws, rules, regulations, orders, or drilling or well permitting moratoriums enacted or promulgated by any governmental body or regulatory authority (and such delay will automatically extend the primary or secondary term of this Lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement, prevention or interruption). If there is any dispute concerning the extension of this Lease beyond the Primary Term by reason of any of the alternative mechanisms specified herein, the payment to Lessor of the prescribed payments provided herein shall be conclusive evidence that the Lease has been extended beyond the Primary Term. Should Lessor or any other person bring any action in law

that challenges the continued effectiveness of this Lease, and upon litigation or other resolution thereof the continued validity of this Lease is upheld, the term of this Lease (whether primary or secondary) shall be continued for the full period between the date of the filing of the claim to a date six months after the date of the final resolution thereof that is no longer subject to appeal.

4. NO AUTOMATIC TERMINATION OR FORFEITURE:

(A) CONSTRUCTION OF LEASE: The language of this Lease shall never be read or construed as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation, or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth herein. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if Lessee is engaged in geophysical and other exploratory work, including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled or unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil or equity action, arbitration or other proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by Lessee, including, but not limited to, making or the failure to make any prescribed payments, authorized or required under the terms of this Lease, unless Lessee has received written notice of Lessor's claim and a demand for performance and thereafter fails or refuses to satisfy or to provide reasonable justification for its act or omission in response to Lessor's demand within 60 days from the receipt thereof. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefor, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of this dispute, other than claims for undisputed on-going payments that may be due under the terms of this Lease during the pendency of this dispute and any effort by the parties to resolve the dispute.

5. PAYMENTS TO LESSOR: Subject to the terms and conditions set forth herein, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) ROYALTY: To pay Lessor as a royalty, less all taxes, assessments, and adjustments on production from the Leasehold (a "Royalty"), as follows:

1. OIL: To pay Lessor an amount equal to fifteen percent (15%) of the revenue realized by Lessee (after deducting any severance, ad valorem and any other applicable taxes) for all oil and any constituents thereof produced and marketed from the Leasehold, less the cost to transport and market the oil to the point of sale.

2. GAS: To pay Lessor on actual volumes of gas sold from said land, an amount equal to fifteen percent (15%) of the net amount realized by Lessee, computed at the wellhead (after deducting any severance, ad valorem and any other applicable taxes). As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and

the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses of (a) treating and processing oil and/or gas, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include without limitation reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities.

(B) SHUT-IN ROYALTY: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of more than twelve (12) months, or should Lessee elect to shut in a producing well for a period of more than twelve (12) months, and there is no producing well on the Leasehold or lands pooled or unitized therewith, Lessee shall thereafter, as royalty for constructive production, pay to Lessor an annual shut-in royalty equal to Ten Dollars (\$10.00) per net mineral acre of the Leasehold (proportionally reduced to Lessor's percentage of ownership in the Leasehold) until such time as production is re-established or Lessee surrenders the Lease (a "Shut-In Royalty") and this Lease shall thereafter remain in full force and effect. During such shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months or Lessee elects to shut in a producing well for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of delay rental, Royalty or Shut-in Royalty.

(C) ADDITIONAL PROVISIONS: Prior to payment of Royalty, Lessor may be required to execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Lessee may withhold Royalty payments until such time as the total amount withheld exceeds fifty dollars (\$50.00).

6. EQUIPMENT; DAMAGES: Lessee shall have the right at any time during the term of this Lease or after the expiration or termination thereof to remove all equipment, machinery, fixtures, pipelines, buildings, and other structures placed on the Leasehold by Lessee, including the right to pull and remove all casing and tubing. Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber. Lessee shall bury all permanent pipelines below plow depth through cultivated areas upon request of Lessor owning an interest in the surface. Damages shall be calculated at current marketable value only; in no instance shall estimates of future values be considered. Any timber cut by Lessee in preparing access roads, right-of-ways, or locations will be stacked in an orderly manner in locations to be mutually agreed upon by Lessee and Lessor and will not be subject to damage reimbursement to Lessor by Lessee. Any injury to Lessee's workers or damages to Lessee's property that are caused by Lessor, whether intentional or not, shall be recoverable by Lessee from any royalty payments or any other payments to Lessor that are due or becoming due.

7. MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold



any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

8. CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such change had not occurred.

9. TITLE DISPUTES: Lessor covenants and agrees that if Lessor's title to the Leasehold shall come into dispute or litigation, or if, in the judgment of Lessee, there are bona fide adverse claims to the rentals, royalties, rights or privileges of Lessor herein provided for, Lessee, at its option, may withhold such rights or privileges or the payment of said rentals or royalties to all persons until final adjudication or other settlement of such dispute, litigation or claims.

10. LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and cost, by deduction from any future payments to Lessor or by any other lawful means.

11. CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any rentals and other payments paid or to be paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

12. PAYMENT REDUCTIONS AND CORRECTIONS: If it is determined that Lessor owns a lesser interest in the oil and gas than the entire undivided fee simple estate, then the rentals, royalties, and shut-in royalties payable hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. If it is determined that Lessor does not have sufficient title to all or any portion of the oil and gas contained in, associated with, emitting from, or underlying the Leasehold, Lessor agrees on demand made to refund to Lessee any rental or royalty previously paid Lessor, and to release Lessee from the payment of any future rental or royalty, in proportion to the amount of acreage affected by the insufficient title. If it is determined that the quantity of acreage of land of the Leasehold recited herein is in excess of the true quantity of acreage of land, Lessor agrees on demand made to refund to Lessee any rental previously paid, and to release Lessee from the payment of any future rental, in the proportion that the excess of recited acreage over the true acreage in the Leasehold bears to the recited acreage. If the recited acreage is found to be less than the true quantity of acreage of land in the Leasehold, Lessee on demand made shall pay to Lessor the arrears in rental payments on the basis of excess of the true quantity of acreage over the said recited acreage and shall thereafter pay any rentals on the basis of the true quantity of acreage.

13. HORIZONTAL DRILLING: Lessor consents and agrees to the use of a horizontal well on and under the Leasehold and Lessor specifically: (i) grants to Lessee the right, in Lessee's sole and absolute discretion, to use the Leasehold as the site of the vertical bore for such horizontal well, whether or not that bore intersects the target formation upon the Leasehold, (ii) grants to Lessee the right, in Lessee's sole and absolute discretion, to horizontally drill through the Leasehold whether or not that bore intersects the target formation upon the Leasehold, whether or not any completion or stimulation is performed upon the Leasehold and whether or not production is obtained or maintained upon the Leasehold, and (iii) grants to Lessee the right to perform such completions and simulations in and from any horizontal bore as Lessee may, in Lessee's sole and absolute discretion, determine. Any vertical or horizontal bore made upon the Leasehold as part



of a horizontal well, the vertical bore of which is on the Leasehold or any other premises, shall be, and shall be deemed to be, a well drilled upon the Leasehold for all purposes of this Lease.

14. UNITIZATION AND POOLING: Lessor grants Lessee the right to pool, unitize or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production for the unit, or payment of Royalty, Shut-in Royalty, or delay rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease and the local property tax assessment calculation of the lands covered by the Lease, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

15. FACILITIES; SEISMIC: Lessee shall not drill a well within 200 feet of any structure located on the Leasehold without Lessor's prior written consent. Lessor shall not erect any building or structure or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's prior written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's prior written consent. Lessor grants to Lessee and Lessee's geophysical agents and contractors the exclusive right and permission to conduct one or more seismic operations across the Leasehold. Lessee and Lessee's geophysical agents and contractors are hereby granted, for both personnel and equipment, access to the Leasehold Premises for the purpose of conducting the seismic operations on the Leasehold, including, but not limited to, surveying, and the acquisition of seismic data. Lessee agrees to protect Lessor from any and all claims and damages that may result from the seismic operations conducted hereunder. Lessee and Lessee's geophysical agents or contractors will conduct seismic operations in such a manner as to leave the surface of the land in as near the original condition as reasonably possible.

16. TITLE AND INTERESTS; AFFIDAVIT OF NO PRODUCTION: Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, or royalty as a result of any other oil and gas lease covering any or all of the Leasehold, and that there are no producing or shut-in wells currently existing on the Leasehold, or upon other lands with the boundaries of a drilling or production unit utilizing all or a part of the Leasehold.

17. LEASE DEVELOPMENT: Lessor and Lessee agree that, except as expressly stated herein, no implied covenants, obligations or conditions whatsoever shall be read into this Lease, including any covenants or conditions relating to the development, extraction or exploration of the Leasehold or the oil and gas associated with, emitting from, or underlying the Leasehold within a certain time frame, or relating to the marketing of production, or requiring Lessee to drill a well or wells or to continue drilling on the Leasehold, or fixing the measure of diligence necessary on Lessee's part, or relating to the production of any wells or offsets wells, or relating to the prevention of drainage, or relating to any other operations of Lessee hereunder, or relating to anything to be done by Lessee including the plugging and abandoning of any wells at any time for any reason. There shall be no Lease forfeiture, termination, expiration, damages, or cancellation for (i) failure to comply with any implied covenants or (ii) failure to comply with obligations if compliance is effectively prevented by any of the conditions set forth in subparagraph (vi) of the Lease Term paragraph or the Force Majeure paragraph of this Lease. The consideration paid and the provisions herein, including any prescribed payments, constitute full compensation for the privileges herein granted.

18. RIGHT OF FIRST REFUSAL: If, at any time within the Primary Term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (a "Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option, by meeting any such offer, to acquire such Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

19. ARBITRATION: In the event of a disagreement between Lessor and Lessee concerning this Lease, performance hereunder, or damages alleged to have been caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall be conducted before a single arbitrator, with at least ten years' experience in oil and gas law in West Virginia, regardless of the amount in controversy, and the arbitrator shall be appointed within 14 days after the arbitration is requested. Such arbitration shall be conducted in Charleston, West Virginia unless another location is agreed to in writing by Lessor and Lessee. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee. The arbitrator shall be required by the arbitration agreement to make an award within 30 days following the last day of arbitration hearings conducted in the matter. The award rendered by the arbitrator shall be final and judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

20. ENTIRE CONTRACT: This Lease (including the schedule attached hereto and any addendum hereto) sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes, integrates, and merges all prior discussions, correspondence, negotiations, understandings, or agreements with respect to the subject matter hereof. No oral warranties, representations or promises have been made or relied upon by either party as an inducement to or modification of this Lease. This Lease is the result of negotiations between the parties and each party has been given the opportunity to consult with legal counsel. Any rule of contract construction that an instrument is to be construed more strictly against the drafter shall not apply to this Lease. This Lease shall be construed as a whole and in accordance with the fair meaning of its language.

21. SURRENDER: Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by written notice to Lessor or by placing the surrender thereof on record in the proper county, either of which shall constitute a full and legal surrender of this Lease as to all the Leasehold or such portion thereof as said surrender shall indicate and shall be a cancellation of all liabilities under same of each and all parties hereto to the extent indicated on the surrender, and the rentals herein provided shall be reduced in proportion to the acreage surrendered. At and after the termination or surrender of all or a portion of this Lease, (i) ownership of any such pipelines, pole lines, roadways and other facilities laid or constructed during the term of this Lease shall not revert to Lessor, and at Lessee's option and without any fee payable to Lessor, Lessee shall continue to have the right of unlimited access to operate, maintain or remove said pipelines, poles, roadways and facilities; but (ii) Lessee shall not be entitled to lay and maintain additional pipelines across the Leasehold without specific written consent of Lessor.

22. SUCCESSORS: All rights, duties and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

23. FORCE MAJEURE: When drilling, reworking, fracturing, stimulating, or other operations hereunder, or Lessee's fulfillment of its obligations hereunder, are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain or delay in obtaining for any reason any and all necessary permits (including, without limitation, an inability to obtain well

permits as a result of objections of owners of coal rights), equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, including any periods of depressed natural gas pricing, this Lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions, covenants, or implied covenants of this Lease when drilling, production, or other operations are so prevented or delayed.

24. SEVERABILITY: This Lease is intended to be in conformity with all laws, rules, regulations, and orders and interpreted as such. If any court of competent jurisdiction holds any provision of this Lease invalid or unenforceable (including, without limitation, under any applicable minimum royalty statute), this Lease and the other provisions of this Lease will nevertheless remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

25. GOVERNING LAW: This Lease and enforcement hereunder shall be governed by the laws of the State of West Virginia, without regard to conflicts of law principles that might refer the interpretation hereof to the laws of another state. Further, subject to the arbitration requirements of Section 19 of this Lease, the parties consent to the sole and exclusive jurisdiction in the state and federal courts that have jurisdiction over the county in which the Leasehold is located for all claims related to enforcement of this Lease. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, NEITHER LESSOR NOR LESSEE (OR ITS PARTNERS, OFFICERS, EMPLOYEES, DIRECTORS OR MANAGERS OR ITS OR THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES) SHALL BE LIABLE FOR PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER FOR ANY MATTER RELATING TO OR ARISING OUT OF THIS LEASE, INCLUDING LOSS OF PROFITS, WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STRICT LIABILITY, OR OTHER LEGAL THEORY, EXCEPT TO THE EXTENT OF THE EXPRESS REMEDIES PROVIDED FOR HEREIN. NOTHING CONTAINED IN THIS LEASE SHALL BE CONSTRUED TO RELIEVE EITHER PARTY OF ITS OBLIGATION TO MITIGATE DAMAGES FOR THE OTHER PARTY'S BREACH. THE TOTAL MONETARY AMOUNT FOR LOSSES AND DAMAGES FOR ANY MATTER RELATING TO OR ARISING OUT OF A BREACH OF THIS LEASE THAT LESSEE SHALL BE OBLIGATED TO PAY TO LESSOR SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ACTUAL, DIRECT LOSSES OR DAMAGES SUSTAINED BY LESSOR FOR SUCH MATTER.

26. EFFECTIVENESS: This Lease shall be effective only upon the due execution of this Lease by both Lessor and Lessee. **LESSOR ACKNOWLEDGES AND AGREES THAT ANY PERSON OR PERSONS NEGOTIATING THE TERMS AND CONDITIONS OF THIS LEASE ON BEHALF OF LESSEE IS AN INDEPENDENT CONTRACTOR OF LESSEE AND NOT ITS AGENT OR EMPLOYEE, THAT SUCH PERSON OR PERSONS HAVE NO AUTHORITY TO BIND LESSEE TO THE LEASE OR OTHERWISE, AND THAT THIS LEASE OR ANY OTHER PROMISE OR AGREEMENT SHALL NOT BE BINDING UPON LESSEE UNTIL THIS LEASE IS ACCEPTED BY LESSEE ONLY AS EVIDENCED BY THE DUE EXECUTION OF THIS LEASE BY AN OFFICER OR OTHER AUTHORIZED PERSON OF LESSEE. LESSOR FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE MAY DECLINE TO ACCEPT AND EXECUTE THIS LEASE FOR ANY REASON WHATSOEVER IN ITS SOLE AND COMPLETE DISCRETION, AND IN THE EVENT LESSEE ELECTS NOT TO ACCEPT THIS LEASE, LESSEE SHALL HAVE NO OBLIGATION OR LIABILITY TO LESSOR HEREUNDER WHATSOEVER.**

27. HEADINGS: The headings and titles used in this Lease are inserted for convenience only and shall be disregarded in construing terms, conditions, and provisions of this Lease.

28. NO THIRD PARTY BENEFICIARIES: Nothing in this Lease shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Lease shall not be construed as a third-party beneficiary contract.

29. FURTHER ASSURANCES: In connection with this Lease, each party hereto shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Lease.

30. AMENDMENTS; ASSIGNMENTS; EXPENSES; COUNTERPARTS: This Lease may not be subsequently amended except by an instrument in writing signed by Lessor and Lessee. The privilege of assignment of this Lease in whole or in part is expressly allowed to Lessor and Lessee. All fees, costs and expense incurred by Lessor and Lessee in negotiating or preparing this Lease shall be paid by the party incurring the same. This Lease may be executed by Lessor and Lessee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Any party may execute this Lease by facsimile signature and the other party will be entitled to rely on such facsimile signature as evidence that this Lease has been duly executed by such party.

31. CONFIDENTIAL UNRECORDED ADDENDUM: There is a Confidential Addendum affecting the terms and conditions of this Lease by and between Lessor and Lessee. In the event there is an inconsistency between the terms and conditions set forth in the main body of this lease, and the terms and conditions specified in the Addendum the provisions of the Addendum shall prevail and supersede the inconsistent provisions of the main body of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

**LESSOR:**

**LESSEE:**

**The County Commission of Harrison County      Long Ridge West Virginia, LLC**

\_\_\_\_\_  
Name: Susan Thomas  
Title: President Commissioner

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **Susan Thomas** as **President Commissioner of The County Commission of Harrison County**, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that each executed the same for the purposes therein contained.

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

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

My commission expires:

LESSEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Long Ridge West Virginia, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

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

My commission expires:

**Schedule – I**  
Leasehold Description

Attached to and made a part of that certain Oil and Gas Lease, by and between **The County Commission of Harrison County**, as “Lessor,” and Long Ridge West Virginia, LLC, as “Lessee,” dated \_\_\_\_\_

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DESCRIPTION:       The leasehold is located in the District of **Simpson** in the County of **Harrison** in the State of West Virginia, and described as follows:

Tract No. 1:

Property Tax Parcel Identification Number: **P/O 15-290-4; P/O JERRY DOVE DR. (31.82 +/-)** and is bounded formerly or currently as follows:

On the North by:       County Commission of Harrison County

On the East by:       Jonathon E. Marks; Donna G. Miller et al

On the South by:       Roberta K. Ferrell

On the West by:       Benedum Airport Authority

including lands described in Official Record Book 1626 Page 307, in the Office of the Clerk/Recorder of Harrison County, West Virginia.



## MEMORANDUM OF OIL AND GAS LEASE

**This Memorandum of Oil and Gas Lease** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with an effective date of \_\_\_\_\_, by and between **The County Commission of Harrison County**, with an address of 301 W. Main St., Clarksburg, WV 26301, hereinafter referred to as “**Lessor**”, and **Long Ridge West Virginia, LLC**, with an address of 2818 Smallman Street, Pittsburgh, PA 15222, hereinafter called “**Lessee.**”

### WITNESSETH:

1. For and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid and to be paid by Lessee to Lessor and in further consideration of the rents reserved and the covenants and conditions more particularly set forth in that certain lease between Lessor and Lessee dated \_\_\_\_\_ (hereinafter referred to as the “**Lease**”) does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

2. Said land is situate in **Simpson** District, **Harrison** County, West Virginia, Tax Parcel Number(s) **P/O 15-290-4; P/O JERRY DOVE DR.**, being all the property owned by Lessor or to which the Lessor may have any rights in said District or adjoining Districts, containing 31.82 acres, more or less, and being the property described in Official Records Book 1626 Page 307.

3. The Lease was executed on \_\_\_\_\_, has a primary term of five (5) year(s) and commencing on \_\_\_\_\_, and so much longer thereafter as oil or gas or their constituents are produced or capable of being produced on the Premises in paying quantities, in the judgement of Lessee, or as the Premises shall be operated by Lessee in the search of oil or gas and as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

4. The rental, covenants, provisions and conditions of this Memorandum shall be the same as the rental, covenants, provisions and conditions set forth in the Lease to which rental, covenants, provisions and conditions reference is hereby made and the same are hereby incorporated by reference as though fully written herein.

5. In the event the lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

6. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same or now or may hereafter be in force and effect.

7. This lease may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one lease. Should less than all of the named Lessors execute this lease, this lease shall be binding on those who are signatories.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument on the date first above written.

LESSOR:

LESSEE:

The County Commission of Harrison County Long Ridge West Virginia, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: Susan Thomas  
Title: President Commissioner  
Date: \_\_\_\_\_

LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **Susan Thomas as President Commissioner of The County Commission of Harrison County**, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that each executed the same for the purposes therein contained.

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

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

My commission expires:

LESSEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Long Ridge West Virginia, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

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

My commission expires:

This instrument prepared by and is to be returned to Long Ridge West Virginia, LLC, 2818 Smallman Street, Pittsburgh, PA 15222

## ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease ("Lease"), dated \_\_\_\_ day of \_\_\_\_\_, 2025, between **The County Commission of Harrison County**, as Lessor(s), and **Long Ridge West Virginia LLC**, as Lessee, to wit:

In the event of a conflict between the terms of this Addendum and the terms of the Lease to which it is attached, the terms of this Addendum shall control.

### **Gross Proceeds Royalties**

The royalty reserved by Lessor, and which shall be paid by Lessee, proportionate to Lessor's percentage of ownership of the Marcellus Shale Formation, on production from any well drilled on the Marcellus Shale Formation or any portion thereof included in a Unit (limited to the Subject Formations) after the Effective Date, shall be, subject to adjustments due to pooling ratio or shut-in, as applicable, equal to sixteen percent (16%) of the Gross Proceeds (as defined below).

- A) **Gross Proceeds.** means the total monies and other consideration accruing to Lessee or an Affiliate of Lessee for the sale, use or disposition of the Marcellus Shale Formation, gas and any other marketable by-products, including condensate, produced and marketed from any well drilled on the Marcellus Shale Formation, or any portion thereof included in a Unit, (limited to the Subject Formations) after the Effective Date.
- B) **Affiliate of Lessee** means any person, corporation, firm, or other entity in which Lessee, or any parent company, subsidiary or affiliate of Lessee, owns an interest of Five Percent (5%) or more, whether by stock ownership or otherwise, or over which Lessee, or any parent company or affiliate of Lessee exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation, firm or other entity which owns any interest in Lessee, whether by stock ownership or otherwise, or which exercises any degree of control, directly or indirectly, over Lessee, by stock ownership, interlocking directorate, or in any other manner.
- C) **Production & Post-Production Costs.** Neither Lessee, nor any Affiliate of Lessee, may reduce or diminish Lessor's gross royalty for any production or post-production expense or cost, including, by way of example and not limitation, pipelines, surface facilities, telemetry, gathering, fuel, dehydration, transportation, fractionation, compression, manufacturing, processing, treating, or marketing of the Marcellus Shale Formation or any severance or other taxes of any nature paid on the production thereof.
- D) **Taxes:** Subject to the royalty provisions hereinabove regarding all costs, all severance taxes assessed or payable on the oil and gas produced from the Marcellus Shale Formation or from leases, lands, and/or interests pooled or unitized therewith shall be paid by the Lessee.

### **Operations**

"Operated in the search for, drilling for, or production of oil and gas" as stated in Section 1(i) of the Lease shall be defined to include the following: Lessee having secured a valid drilling permit and having entered upon the Leased Premises or lands pooled or unitized with the Leased Premises with a drilling rig capable of drilling to the target depth and the spudding of a horizontal well on either the Leased Premises or lands pooled or unitized therewith followed by, in accordance with the requirement for continuous operations contained herein, the completion of a horizontal well to be drilled on either the Leased Premises or lands pooled or unitized therewith. The Lease shall remain in full force and effect so long as operations to complete the horizontal well continue with no cessation of more than three hundred sixty-five (365) consecutive days between said operations, and if they result in the production of oil, gas or other minerals, so long thereafter as oil, gas or

other minerals are produced in paying quantities from the Leased Premises or lands pooled or unitized with the Leased Premises. For purposes of the Lease, the operations to complete the drilling of a horizontal well shall be when it is drilled to its target depth, cased, cemented, perforated, and hydraulically stimulated.

#### **Bonus Payment**

Lessee shall pay Lessor \$1,500.00 per net mineral acre owned by Lessor as an upfront signing bonus. Such payment is non-refundable. Time is of the essence for all provisions of the Lease.

#### **Surface Activity**

No surface activity shall take place on the Leased Premises. Further, no well shall be drilled on the Leased Premises, nor shall Lessee enter upon or install any installation and/or facility of any nature whatsoever including but not limited to well pad sites, pipelines, compressor facilities, pump stations, water impoundments, storage tanks, power lines, telecommunication lines, pits, power stations, structures, compression equipment, meters, houses and buildings, and/or access roads on the Leased Premises unless separately contracted for by Lessor and Lessee herein in a separate writing. The Lease is being granted for the sole purpose of permitting Lessee to unitize the Leased Premises with other leases or properties which shall bear all the burden of surface development. Lessor understands and gives consent that, due to directional or horizontal drilling originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of the Leased Premises.

#### **Compliance Clause**

Lessee's operations on said Leased Premises shall be in compliance with all applicable federal and state regulations.

#### **No Storage Rights Clause**

Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described Leased Premises shall not be used for the purpose of gas storage of any kind (either above or below the surface) as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in the Lease is hereby deleted. However, Lessor does hereby grant Lessee the first option and right to lease or purchase the gas storage rights by matching any third-party offer. If Lessor wishes to enter into an agreement with a third party regarding gas storage using all or a portion of the Leased Premises, Lessor shall first give Lessee written notice of the identity of the third party, the consideration the third party is prepared to offer, the effective date and the anticipated closing date of the transaction, and all other material information concerning the transaction. Lessee shall have thirty days from receipt of written notice to notify Lessor in writing of its election to enter into a gas storage agreement with Lessor on comparable terms and conditions. A failure of Lessee to respond within such thirty-day period shall be deemed Lessor's election not to exercise the aforesaid option.

#### **Oil & Gas Only**

The Lease shall be deemed to cover only oil and gas and associated hydrocarbons and substances produced through the wellbore(s).

#### **No Disposal or Injection Wells**

Lessee agrees that no disposal or injection wells shall be placed, drilled and/or utilized upon the Leased Premises and any reference to disposal or injection wells contained in the Lease is expressly deleted.

#### **No Disposal Clause**

The right to dispose of any waste products, including, but not limited to, wastewater and/or brine upon the Leased Premises is specifically excluded.

### **Waste, Nuisance, or Illegal Uses**

Lessee shall not use or permit the use of the Leasehold in any manner that results in waste of the Leasehold or constitutes a public or private nuisance or violates any statute, ordinance, rule, or regulation applicable to the Leasehold or for any illegal purpose or activity.

### **Hold Harmless Clause**

Lessee shall indemnify Lessor against all third-party claims directly and solely caused by Lessee's operations on or related to the Leased Premises. Lessee shall not be obligated to indemnify Lessor against any claims that are caused, impacted, or influenced by the, negligence, or misconduct of Lessor, Lessor's successors, assigns, contractors, subcontractors, representatives, or agents, or any third party.

### **Depth Severance-Marcellus Only**

The Leased Premises includes only those strata and formations lying from the top of the Rhinestreet Shale, down to and including 100 feet below the bottom of the Marcellus Shale and into the Onondaga Formation. The rights granted to the Lessee hereunder do not include any gas, oil, and associated hydrocarbons from the surface to a depth beginning at the top of the Rhinestreet Shale and from 100 feet below the bottom of the Marcellus Shale to the center of the Earth, including the Utica Shale Formation. It is expressly acknowledged and agreed that Lessee is acquiring no developmental or production rights, title or interest in the Utica Formation, or any deeper formation, by virtue of the Lease and that all such rights, title and interest are excepted from this Lease and expressly retained by Lessor. Notwithstanding the foregoing and for avoidance of doubt, Lessee retains the right to penetrate but not perforate formations from the surface to a depth beginning at the top of the Rhinestreet Shale.

### **Retained Rights of Lessor**

- (a) Lessor reserves the right to use the Leasehold in any and all respects not specifically limited by the terms of the Lease.
- (b) Lessor reserves all minerals within the Leasehold including all coal, oil, gas and liquid hydrocarbons not leased to Lessee by the Lease and shall have the right to lease the Leasehold for the development of those mineral rights to third parties insofar as Lessor is otherwise legally entitled to develop the same, subject only to rights expressly granted to Lessee under the Lease and provided that Lessor does not enter into any agreements that interfere with Lessee's right to explore for, develop, or produce oil and/or gas or its constituents from the Leasehold.

### **Other Minerals Reserved**

The Lease does not include and there is hereby excepted and reserved unto Lessor, all of the sulfur, copper, coal, lignite, uranium, and other fissionable material and/or metallic ores, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances presently owned by Lessor and those in, under, or upon the Leased Premises, together with rights of ingress and egress and use of the Leased Premises by Lessor or its lessees or assignees for purposes of exploration for and production and marketing of the materials and minerals reserved hereby, as long as it does not interfere with the rights and privileges granted Lessee herein and the contemplated oil and gas well operations. The Lease shall cover only oil and gas and their constituents that may be produced through the well bore and any fractures extending therefrom.

### **Interference with Alternative Uses**

Lessee agrees that any action taken pursuant to the terms and conditions of the Lease shall not unreasonably interfere with existing alternative uses of the Leased Premises including, but not limited to livestock grazing/raising, coal mining operations, transmission towers, windmills, quarry operations or any other alternative use of the Leased Premises for the financial benefit of Lessor. The Lease is under and subject to all coal leases, oil and gas leases, transmission towers



leases, windmill leases, quarry leases and/or any other alternative lease existing upon the Leased Premises prior to the date of the Lease.

### **Governing Law and Dispute Resolution**

The Lease shall be governed and construed in accordance with the laws of West Virginia.

### **Shut-In Limitation**

No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline, well bore or equipment breakage, damage, malfunction, maintenance or repair; (c) the shut-in is required because Lessee, in the exercise of good faith and reasonable diligence, has been unable to secure an economical market for the production from such well(s), (d) the shut-in is due to lack of available pipeline; or (e) for safety reasons. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well.

### **Shut-In Royalty**

During any period after the Primary Term or Secondary Term when there is located on the Leased Premises or lands pooled therewith a well or wells capable of production and oil or gas is not produced therefrom ("Shut-In"), and there is no other well Producing in Paying Quantities located on the Leased Premises or on lands pooled therewith, then such Shut-In well shall be deemed to be Producing in Paying Quantities until the Shut-In well has resumed production if Lessee pays shut-in royalty to Lessor in the amount of Twenty-Five Dollars and 00/100 (\$25.00) per acre per year. Lessee must remit subsequent shut-in royalty payments on or before the anniversary date of the initial shut-in date. It is understood and agreed that the Lease may not be held in effect by action of this Shut-In provision for a period in excess of thirty-six (36) consecutive months or for more than thirty-six (36) cumulative months out of any forty-eight (48) month period.

### **Assignment of Lease**

Lessee shall, within thirty (30) days of the assignment of the Lease or any part hereof, notify Lessor of such assignment and furnish Lessor the assignee's name, address, and telephone number. No assignment by Lessee (or any assignee of Lessee) of all or any portion of the Lease shall relieve Lessee (or any assignee of Lessee) of any liability or breach of any covenant, warranty or other obligation of Lessee hereunder theretofore accrued. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of the Lease to the same extent as if such assignee were an original party to the Lease. Lessor shall have the right to assign its interests under the Lease upon written notice to Lessee. Any assignment of the Lease by Lessee will only be made to an Assignee that is financially sound and reputable. Provided however, that notice to Lessor shall not be required in the event of an assignment by Lessee

- to an affiliate, subsidiary, or internal partners;
- in consequence of a merger or amalgamation; or
- of all or substantially all of its assets to a third party.

### **Unitization**

Lessee shall not form units under the Unitization and Pooling paragraphs herein in excess of 1280 acres. Lessee may only effect such pooling by executing a "declaration of pooling" and recording same in the Marion County Recorder of Deeds office. Upon Lessors written request, Lessee will provide Lessor with a copy of the recorded Unit Declaration. Neither pooling nor unitization of any part of the lands subject to this Lease shall be effective until the pooling or unit designation is filed for record in the county or counties where the Leased Premises are located. All pooling and unitization shall be based upon sound engineering and geological evaluations and practices. When designating said units, Lessee shall make reasonable efforts to avoid excluding small or irregular shaped portions of the Leased Premises.

### **Release Lease**



Upon written request of Lessor, Lessee agrees that after the expiration, termination or forfeiture of the Lease or any portion thereof, Lessee shall execute and record an appropriate lease surrender instrument with the Marion County Recorder of Deeds.

### **Special Warranty Title**

It is understood that Lessor warrants title to said Leased Premises only with respect that the title is good to the best of Lessor's knowledge and Lessee agrees that no claims will be made against Lessor pertaining to warranty of title. Lessee agrees that all monies paid pursuant to the Lease are non-refundable.

### **Insurance**

A company licensed by the West Virginia Insurance Commission to do business within West Virginia shall underwrite all policies required by this paragraph. Provided however, such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies. Lessee shall carry the following insurance with one or more insurance carriers at any and all times such party or person is on or about the leased premises or acting pursuant to this Lease in such amounts as from time to time reasonably required by Lessor. Lessee shall endeavor to assure that any person acting on Lessee's behalf under this lease shall carry substantially similar insurance:

- a. Workers' Compensation and Employer's Liability Insurance;
- b. Commercial General Liability Insurance (\$1,000,000.00 Occurrence/\$2,000,000.00 Aggregate);
- c. Business Auto (\$1,000,000.00);
- d. Umbrella Insurance (\$1,000,000.00).

Upon Lessor's written request, the Lessee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request to Lessor.

### **Taxes**

In the event there is a change in West Virginia's tax code that provides for an increase in ad valorem taxes based on the value of oil and gas production or reserves from the Leased Premises, or there is enacted by the West Virginia legislature a severance, gross production or similar tax based on the amount of oil and/or gas production and/or sales from the Leased Premises, then Lessor and Lessee agree to abide by the law and pay their proportional share of such taxes.

### **Force Majeure**

In the event that Lessee is prevented from complying in a timely manner with any obligation imposed in the Lease because of (1) a strike, fire, flood, act of God, pandemic, or other circumstances beyond Lessee's control and which Lessee, by the exercise of all reasonable diligence, is unable to prevent or (2) a government law, rule, regulation, approval, pending administrative or legal proceeding, including, but not limited to, challenges under the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), or (3) by Lessor's actions or inactions or (4) any litigation by Lessor preventing or delaying the operations or obligations of Lessee hereunder (items 1-4 above hereinafter defined as "Force Majeure Event"), then in the case of any of the foregoing, Lessee's non-compliance with such obligation shall be excused until such time as said event terminates, provided Lessee is actively proceeding to resolve such delay including, but not limited to, providing any information required by any governmental body preventing performance. An increase in the cost of performing the obligations set forth in the Lease shall not constitute circumstances beyond Lessee's control. Lessee's financial inability to comply with any of the obligations of the Lease shall not be grounds for any extension of time.

To the extent that Lessee becomes aware of any Force Majeure Event that will delay Lessee's performance of a material obligation under the Lease by at least three (3) months or more than one Force Majeure Event which in the aggregate will delay Lessee's performance of an material obligation under the Lease by more than three (3) months, Lessee shall notify Lessor within sixty (60) working days in writing of the date it determinates that the event or events will delay

performance of the material obligation by more than three (3) months. The written notice shall include a statement as to the efforts which have been made and are being made by Lessee to mitigate the effects of the event and minimize the length of delay. It is understood and agreed that, the Lease may not be maintained in force for any continuous period of time longer than thirty (30) consecutive months, or for more than thirty-six cumulative months out of any period of forty-eight (48) months after the expiration of the Primary Term, or any extension thereof hereof solely by the provision of this force majeure clause. It is hereby agreed by Lessor and Lessee that there shall be no force majeure events declared by Lessee regarding coal.

#### **Payment for Additional Acreage**

Lessee and Lessor herein agree that if Lessor has the Leased Premises surveyed within Three (3) years of executing the Lease and said survey shows that the Lessor owns more acreage than was included in the Lease, then Lessee agrees to make any additional payment, at the same rate as contained in the Lease, to Lessor for any additional acreage shown by the survey in which Lessee did not already compensate Lessor for and Lessee agrees to make said payment to Lessor within thirty days of receiving said survey. Further, should the Marion County Tax Assessment Office have the wrong amount of acreage assessed for the Leased Premises and the actual acreage be greater than the acreage designated on the Lease, Lessee shall make an additional payment, at the same rate as contained in the Lease, to Lessor for any increase in the amount of acreage at the time that the Marion County Tax Assessment Office increases the amount of acreage on the Leased Premises.

#### **Payments**

All money due under the Lease shall be paid to the Lessor by check made payable to the order of Lessor and mailed to the address set forth above until delivery to the Lessee of a notice of change of ownership or notice of change of address. Such payment or tender of any payment due under the Lease and properly addressed and postmarked to the Lessor on or before the paying date shall be deemed payment as provided herein.

#### **Apportionment of Payments**

If the Leased Premises shall hereafter be divided in severalty or in separate tracts, the premises nevertheless shall continue to be developed and operated as one lease, and all rentals, royalties and payments provided for shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

#### **Prudent Operator**

Lessee will conduct all operations as a prudent operator, and in accordance with the range of accepted industry practices.

#### **Future Mortgages and Encumbrances**

Lessor may at any time, without providing notice to Lessee, mortgage Lessor's interest in all or any part of the Leased Premises, or grant any easement or other servitude, including but not limited to other leases, as Lessor deems necessary and appropriate, and which do not interfere with Lessee's rights herein.

#### **Recordation for Memorandum of Lease**

Lessee shall record a Memorandum of Lease or the Lease at its expense and provide Lessor with a photocopy of the fully executed Lease, all Exhibits, and the Memorandum of Lease as soon as possible after such time as the Memorandum of Lease is recorded.

#### **No Mother Hubbard Clause.**

The Mother Hubbard clause, if any, is stricken and deleted from the Lease.

### **No Arbitration Clause.**

The Arbitration clause, if any, is stricken and deleted from the Lease.

### **Address for Notices**

Any notice to be given by either party to the other hereunder may be delivered in person or by registered mail, postage prepaid addressed to the party for whom intended per the addresses listed on the Paid-Up Oil and Gas Lease.

Either party hereto may from time to time, by written notice to the other designate a different address, which shall be substituted for the one above specified. If any notice from one party to the other is given by registered mail, usual time for transmission of mail shall be computed and at the end of such time service of notice will be considered made.

### **Recoupment/Offset**

Lessee shall not have any right or be entitled to recapture, offset, claw-back or seek reimbursement or refund of any bonus payment, delay rental payment, royalty, shut-in royalty, or other amount, however characterized, denominated, described, entitled or named, paid to or on behalf of Lessor in the event Lessor's title to the Leased Premises is or shall be clouded, defective and/or unmarketable. However, Lessee shall have the right to recoup inadvertent overpayment of royalties.

### **Waiver of Reliance**

BOTH PARTIES acknowledge and agree, after consultation with legal counsel, that no promise or agreement not expressly contained herein has been made and that NEITHER PARTY is relying upon any statement or representation not expressly made herein and is instead relying on IT's own judgment in entering this lease. BOTH PARTIES waive any claims THEY may have now or in the future against THE OTHER PARTY or any of THE OTHER PARTY's affiliates, employees, agents, officers, directors, members, managers, equity owners, consultants, representatives or advisors as to any such statement or representation.

### **Water Usage**

Lessee agrees not to use any water from Lessor's wells, ponds, springs, lakes, reservoirs or creeks located on the Leased Premises without Lessor's written consent. Lessee further agrees that Lessee shall not drill any water wells on the Leased Premises without the Lessor's written consent.

### **No Right of First Refusal**

Lessee does not have the right of first refusal. If at any time within the Primary Terms of the Lease or during any continuation of the Lease after the Primary Term, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of the Lease covering all or part of the Leased Premises, Lessee will not have the option to acquire such a lease on equivalent terms and conditions.

### **Water Quality**

Lessee shall, at Lessee's sole cost and expense, have Lessor's current water supply used on the Leased Premises sampled and tested by an independent laboratory prior to the spudding of any well drilled on the leased premises, or drilled on acreage unitized with the leasehold within 1500 feet of the well. Should Lessor experience a material adverse change in the quality of Lessor's water supply, during or immediately after the completion of Lessee's operations on the Leased Premises, Lessee shall, within 48 hours of Lessor's written request, sample and test Lessor's water supply at Lessee's sole cost and expense. Should such a test reflect a material adverse change as the result of Lessee's operations on the Leased Premises, Lessee shall correct and remedy such

damage, disturbance, or injury and take all steps necessary to return the water supply to pre-drilling conditions. Lessee shall provide the results of any testing to Lessor within twenty (20) days of written request by Lessor. Lessee agrees to provide Lessor with potable water until such a time as Lessor's water source has been repaired or replaced with a source of substantially similar quality.

**Fresh Water Damage Protection**

In the event any activity carried on by the Lessee pursuant to the terms of this lease damages, disturbs, or injures Lessor's fresh water well or source located on these leased premises, Lessee shall at its sole cost and expense take all necessary steps to correct any such damage, disturbance or injury and return the fresh water well or source to pre-drilling conditions.

**Clean and Green Clause**

In the event the Leased Premises is subject to any federal, state, local and/or agricultural assistance program (Clean & Green, CRP or CREP, including any interest and penalties thereon), and any roll-back or reimbursement or recoupment or retroactive assessment is made against the Leased Premises directly relating to the operations of Lessee on the Leased Premises, Lessee shall be responsible for paying any and all of such amounts, but only insofar as such amounts imposed result from operations on the portion of the Leased Premises actually utilized in Lessee's operations. Lessee will reimburse Lessor upon receiving written request and a copy of the penalty notice.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument on the date first above written.

LESSOR:

LESSEE:

The County Commission of Harrison County Long Ridge West Virginia, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: Susan Thomas  
Title: President Commissioner  
Date: \_\_\_\_\_

LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **Susan Thomas** as **President Commissioner** of **The County Commission of Harrison County**, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that each executed the same for the purposes therein contained.

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

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

My commission expires:

LESSEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Long Ridge West Virginia, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

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

My commission expires:

## OIL AND GAS LEASE PAID UP

This lease (hereinafter referred to as this "Lease") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Lease Date"), by and between **The County Commission of Harrison County** with an address at 301 W. Main St., Clarksburg, WV 26301 (hereinafter called "Lessor"), and **Long Ridge West Virginia, LLC**, with its principal address at 2818 Smallman Street, Pittsburgh, PA 15222 (hereinafter called "Lessee").

WITNESSETH, that for and in consideration of the premises and mutual benefits contained herein, Lessor and Lessee, intending to be legally bound, agree as follows:

1. **LEASING CLAUSE:** Lessor, in consideration of the covenants, agreements, obligations and consideration set forth herein, hereby grants, conveys, leases and lets exclusively to Lessee, and its successors and assigns, all the oil and gas (including, but not limited to, coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, contained in, associated with, emitting from, or underlying the Leasehold (as hereinafter defined), together with exclusive rights to enter into, in, on and upon said lands herein leased at all times and on one or more occasions for the purposes set forth herein and together further with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, drill for, develop, produce, measure, and market production of oil and gas and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to inject air, gas, water, and other substances from whatever source into any subsurface strata, except potable water strata; to conduct geophysical, seismic and other exploratory tests; to drill, maintain, operate, rework, stimulate, complete, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct one or more pipelines with appurtenant facilities (including data acquisition, compression and collection facilities) for use in the measurement, production and transportation of oil, gas, water or other products to or from the Leasehold or to or from neighboring lands across the Leasehold; and to operate, maintain, repair, and remove materials and equipment.

2. **DESCRIPTION OF LEASEHOLD:** See Schedule I attached hereto and made a part hereof (the "Leasehold").

3. **LEASE TERM:** This Lease shall remain in force for a primary term of five (5) years from the Lease Date (the "Primary Term"), and shall continue beyond the Primary Term (or any extension thereof) as to the entirety of the Leasehold for so long thereafter as any one or more of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled or unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled or unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled or unitized therewith, or (iv) if the Leasehold or lands pooled or unitized therewith are used for underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments hereunder are made, or (vi) if Shut-in Royalties (as hereinafter defined) provided hereunder are paid or (vii) Lessee's operations are delayed, postponed, prevented or interrupted as a result of (A) any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the Leasehold or on other lands affecting the Leasehold or (B) any laws, rules, regulations, orders, or drilling or well permitting moratoriums enacted or promulgated by any governmental body or regulatory authority (and such delay will automatically extend the primary or secondary term of this Lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement, prevention or interruption). If there is any dispute concerning the extension of this Lease beyond the Primary Term by reason of any of the alternative mechanisms specified herein, the payment to Lessor of the prescribed payments provided herein shall be conclusive evidence that the Lease has been extended beyond the Primary Term. Should Lessor or any other person bring any action in law



that challenges the continued effectiveness of this Lease, and upon litigation or other resolution thereof the continued validity of this Lease is upheld, the term of this Lease (whether primary or secondary) shall be continued for the full period between the date of the filing of the claim to a date six months after the date of the final resolution thereof that is no longer subject to appeal.

4. NO AUTOMATIC TERMINATION OR FORFEITURE:

(A) CONSTRUCTION OF LEASE: The language of this Lease shall never be read or construed as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation, or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth herein. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if Lessee is engaged in geophysical and other exploratory work, including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled or unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) LIMITATION OF FORFEITURE: This Lease shall never be subject to a civil or equity action, arbitration or other proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by Lessee, including, but not limited to, making or the failure to make any prescribed payments, authorized or required under the terms of this Lease, unless Lessee has received written notice of Lessor's claim and a demand for performance and thereafter fails or refuses to satisfy or to provide reasonable justification for its act or omission in response to Lessor's demand within 60 days from the receipt thereof. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefor, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of this dispute, other than claims for undisputed on-going payments that may be due under the terms of this Lease during the pendency of this dispute and any effort by the parties to resolve the dispute.

5. PAYMENTS TO LESSOR: Subject to the terms and conditions set forth herein, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) ROYALTY: To pay Lessor as a royalty, less all taxes, assessments, and adjustments on production from the Leasehold (a "Royalty"), as follows:

1. OIL: To pay Lessor an amount equal to fifteen percent (15%) of the revenue realized by Lessee (after deducting any severance, ad valorem and any other applicable taxes) for all oil and any constituents thereof produced and marketed from the Leasehold, less the cost to transport and market the oil to the point of sale.

2. GAS: To pay Lessor on actual volumes of gas sold from said land, an amount equal to fifteen percent (15%) of the net amount realized by Lessee, computed at the wellhead (after deducting any severance, ad valorem and any other applicable taxes). As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and

the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses of (a) treating and processing oil and/or gas, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include without limitation reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities.

(B) SHUT-IN ROYALTY: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of more than twelve (12) months, or should Lessee elect to shut in a producing well for a period of more than twelve (12) months, and there is no producing well on the Leasehold or lands pooled or unitized therewith, Lessee shall thereafter, as royalty for constructive production, pay to Lessor an annual shut-in royalty equal to Ten Dollars (\$10.00) per net mineral acre of the Leasehold (proportionally reduced to Lessor's percentage of ownership in the Leasehold) until such time as production is re-established or Lessee surrenders the Lease (a "Shut-In Royalty") and this Lease shall thereafter remain in full force and effect. During such shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months or Lessee elects to shut in a producing well for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of delay rental, Royalty or Shut-in Royalty.

(C) ADDITIONAL PROVISIONS: Prior to payment of Royalty, Lessor may be required to execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Lessee may withhold Royalty payments until such time as the total amount withheld exceeds fifty dollars (\$50.00).

6. EQUIPMENT; DAMAGES: Lessee shall have the right at any time during the term of this Lease or after the expiration or termination thereof to remove all equipment, machinery, fixtures, pipelines, buildings, and other structures placed on the Leasehold by Lessee, including the right to pull and remove all casing and tubing. Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber. Lessee shall bury all permanent pipelines below plow depth through cultivated areas upon request of Lessor owning an interest in the surface. Damages shall be calculated at current marketable value only; in no instance shall estimates of future values be considered. Any timber cut by Lessee in preparing access roads, right-of-ways, or locations will be stacked in an orderly manner in locations to be mutually agreed upon by Lessee and Lessor and will not be subject to damage reimbursement to Lessor by Lessee. Any injury to Lessee's workers or damages to Lessee's property that are caused by Lessor, whether intentional or not, shall be recoverable by Lessee from any royalty payments or any other payments to Lessor that are due or becoming due.

7. MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold

any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

8. CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such change had not occurred.

9. TITLE DISPUTES: Lessor covenants and agrees that if Lessor's title to the Leasehold shall come into dispute or litigation, or if, in the judgment of Lessee, there are bona fide adverse claims to the rentals, royalties, rights or privileges of Lessor herein provided for, Lessee, at its option, may withhold such rights or privileges or the payment of said rentals or royalties to all persons until final adjudication or other settlement of such dispute, litigation or claims.

10. LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and cost, by deduction from any future payments to Lessor or by any other lawful means.

11. CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any rentals and other payments paid or to be paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

12. PAYMENT REDUCTIONS AND CORRECTIONS: If it is determined that Lessor owns a lesser interest in the oil and gas than the entire undivided fee simple estate, then the rentals, royalties, and shut-in royalties payable hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee. If it is determined that Lessor does not have sufficient title to all or any portion of the oil and gas contained in, associated with, emitting from, or underlying the Leasehold, Lessor agrees on demand made to refund to Lessee any rental or royalty previously paid Lessor, and to release Lessee from the payment of any future rental or royalty, in proportion to the amount of acreage affected by the insufficient title. If it is determined that the quantity of acreage of land of the Leasehold recited herein is in excess of the true quantity of acreage of land, Lessor agrees on demand made to refund to Lessee any rental previously paid, and to release Lessee from the payment of any future rental, in the proportion that the excess of recited acreage over the true acreage in the Leasehold bears to the recited acreage. If the recited acreage is found to be less than the true quantity of acreage of land in the Leasehold, Lessee on demand made shall pay to Lessor the arrears in rental payments on the basis of excess of the true quantity of acreage over the said recited acreage and shall thereafter pay any rentals on the basis of the true quantity of acreage.

13. HORIZONTAL DRILLING: Lessor consents and agrees to the use of a horizontal well on and under the Leasehold and Lessor specifically: (i) grants to Lessee the right, in Lessee's sole and absolute discretion, to use the Leasehold as the site of the vertical bore for such horizontal well, whether or not that bore intersects the target formation upon the Leasehold, (ii) grants to Lessee the right, in Lessee's sole and absolute discretion, to horizontally drill through the Leasehold whether or not that bore intersects the target formation upon the Leasehold, whether or not any completion or stimulation is performed upon the Leasehold and whether or not production is obtained or maintained upon the Leasehold, and (iii) grants to Lessee the right to perform such completions and simulations in and from any horizontal bore as Lessee may, in Lessee's sole and absolute discretion, determine. Any vertical or horizontal bore made upon the Leasehold as part

of a horizontal well, the vertical bore of which is on the Leasehold or any other premises, shall be, and shall be deemed to be, a well drilled upon the Leasehold for all purposes of this Lease.

14. UNITIZATION AND POOLING: Lessor grants Lessee the right to pool, unitize or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production for the unit, or payment of Royalty, Shut-in Royalty, or delay rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease and the local property tax assessment calculation of the lands covered by the Lease, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

15. FACILITIES; SEISMIC: Lessee shall not drill a well within 200 feet of any structure located on the Leasehold without Lessor's prior written consent. Lessor shall not erect any building or structure or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's prior written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's prior written consent. Lessor grants to Lessee and Lessee's geophysical agents and contractors the exclusive right and permission to conduct one or more seismic operations across the Leasehold. Lessee and Lessee's geophysical agents and contractors are hereby granted, for both personnel and equipment, access to the Leasehold Premises for the purpose of conducting the seismic operations on the Leasehold, including, but not limited to, surveying, and the acquisition of seismic data. Lessee agrees to protect Lessor from any and all claims and damages that may result from the seismic operations conducted hereunder. Lessee and Lessee's geophysical agents or contractors will conduct seismic operations in such a manner as to leave the surface of the land in as near the original condition as reasonably possible.

16. TITLE AND INTERESTS; AFFIDAVIT OF NO PRODUCTION: Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, or royalty as a result of any other oil and gas lease covering any or all of the Leasehold, and that there are no producing or shut-in wells currently existing on the Leasehold, or upon other lands with the boundaries of a drilling or production unit utilizing all or a part of the Leasehold.

17. LEASE DEVELOPMENT: Lessor and Lessee agree that, except as expressly stated herein, no implied covenants, obligations or conditions whatsoever shall be read into this Lease, including any covenants or conditions relating to the development, extraction or exploration of the Leasehold or the oil and gas associated with, emitting from, or underlying the Leasehold within a certain time frame, or relating to the marketing of production, or requiring Lessee to drill a well or wells or to continue drilling on the Leasehold, or fixing the measure of diligence necessary on Lessee's part, or relating to the production of any wells or offsets wells, or relating to the prevention of drainage, or relating to any other operations of Lessee hereunder, or relating to anything to be done by Lessee including the plugging and abandoning of any wells at any time for any reason. There shall be no Lease forfeiture, termination, expiration, damages, or cancellation for (i) failure to comply with any implied covenants or (ii) failure to comply with obligations if compliance is effectively prevented by any of the conditions set forth in subparagraph (vi) of the Lease Term paragraph or the Force Majeure paragraph of this Lease. The consideration paid and the provisions herein, including any prescribed payments, constitute full compensation for the privileges herein granted.



18. RIGHT OF FIRST REFUSAL: If, at any time within the Primary Term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (a "Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option, by meeting any such offer, to acquire such Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

19. ARBITRATION: In the event of a disagreement between Lessor and Lessee concerning this Lease, performance hereunder, or damages alleged to have been caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall be conducted before a single arbitrator, with at least ten years' experience in oil and gas law in West Virginia, regardless of the amount in controversy, and the arbitrator shall be appointed within 14 days after the arbitration is requested. Such arbitration shall be conducted in Charleston, West Virginia unless another location is agreed to in writing by Lessor and Lessee. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee. The arbitrator shall be required by the arbitration agreement to make an award within 30 days following the last day of arbitration hearings conducted in the matter. The award rendered by the arbitrator shall be final and judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

20. ENTIRE CONTRACT: This Lease (including the schedule attached hereto and any addendum hereto) sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes, integrates, and merges all prior discussions, correspondence, negotiations, understandings, or agreements with respect to the subject matter hereof. No oral warranties, representations or promises have been made or relied upon by either party as an inducement to or modification of this Lease. This Lease is the result of negotiations between the parties and each party has been given the opportunity to consult with legal counsel. Any rule of contract construction that an instrument is to be construed more strictly against the drafter shall not apply to this Lease. This Lease shall be construed as a whole and in accordance with the fair meaning of its language.

21. SURRENDER: Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by written notice to Lessor or by placing the surrender thereof on record in the proper county, either of which shall constitute a full and legal surrender of this Lease as to all the Leasehold or such portion thereof as said surrender shall indicate and shall be a cancellation of all liabilities under same of each and all parties hereto to the extent indicated on the surrender, and the rentals herein provided shall be reduced in proportion to the acreage surrendered. At and after the termination or surrender of all or a portion of this Lease, (i) ownership of any such pipelines, pole lines, roadways and other facilities laid or constructed during the term of this Lease shall not revert to Lessor, and at Lessee's option and without any fee payable to Lessor, Lessee shall continue to have the right of unlimited access to operate, maintain or remove said pipelines, poles, roadways and facilities; but (ii) Lessee shall not be entitled to lay and maintain additional pipelines across the Leasehold without specific written consent of Lessor.

22. SUCCESSORS: All rights, duties and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

23. FORCE MAJEURE: When drilling, reworking, fracturing, stimulating, or other operations hereunder, or Lessee's fulfillment of its obligations hereunder, are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain or delay in obtaining for any reason any and all necessary permits (including, without limitation, an inability to obtain well

permits as a result of objections of owners of coal rights), equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, including any periods of depressed natural gas pricing, this Lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions, covenants, or implied covenants of this Lease when drilling, production, or other operations are so prevented or delayed.

24. SEVERABILITY: This Lease is intended to be in conformity with all laws, rules, regulations, and orders and interpreted as such. If any court of competent jurisdiction holds any provision of this Lease invalid or unenforceable (including, without limitation, under any applicable minimum royalty statute), this Lease and the other provisions of this Lease will nevertheless remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

25. GOVERNING LAW: This Lease and enforcement hereunder shall be governed by the laws of the State of West Virginia, without regard to conflicts of law principles that might refer the interpretation hereof to the laws of another state. Further, subject to the arbitration requirements of Section 19 of this Lease, the parties consent to the sole and exclusive jurisdiction in the state and federal courts that have jurisdiction over the county in which the Leasehold is located for all claims related to enforcement of this Lease. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, NEITHER LESSOR NOR LESSEE (OR ITS PARTNERS, OFFICERS, EMPLOYEES, DIRECTORS OR MANAGERS OR ITS OR THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATES) SHALL BE LIABLE FOR PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER FOR ANY MATTER RELATING TO OR ARISING OUT OF THIS LEASE, INCLUDING LOSS OF PROFITS, WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STRICT LIABILITY, OR OTHER LEGAL THEORY, EXCEPT TO THE EXTENT OF THE EXPRESS REMEDIES PROVIDED FOR HEREIN. NOTHING CONTAINED IN THIS LEASE SHALL BE CONSTRUED TO RELIEVE EITHER PARTY OF ITS OBLIGATION TO MITIGATE DAMAGES FOR THE OTHER PARTY'S BREACH. THE TOTAL MONETARY AMOUNT FOR LOSSES AND DAMAGES FOR ANY MATTER RELATING TO OR ARISING OUT OF A BREACH OF THIS LEASE THAT LESSEE SHALL BE OBLIGATED TO PAY TO LESSOR SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ACTUAL, DIRECT LOSSES OR DAMAGES SUSTAINED BY LESSOR FOR SUCH MATTER.

26. EFFECTIVENESS: This Lease shall be effective only upon the due execution of this Lease by both Lessor and Lessee. **LESSOR ACKNOWLEDGES AND AGREES THAT ANY PERSON OR PERSONS NEGOTIATING THE TERMS AND CONDITIONS OF THIS LEASE ON BEHALF OF LESSEE IS AN INDEPENDENT CONTRACTOR OF LESSEE AND NOT ITS AGENT OR EMPLOYEE, THAT SUCH PERSON OR PERSONS HAVE NO AUTHORITY TO BIND LESSEE TO THE LEASE OR OTHERWISE, AND THAT THIS LEASE OR ANY OTHER PROMISE OR AGREEMENT SHALL NOT BE BINDING UPON LESSEE UNTIL THIS LEASE IS ACCEPTED BY LESSEE ONLY AS EVIDENCED BY THE DUE EXECUTION OF THIS LEASE BY AN OFFICER OR OTHER AUTHORIZED PERSON OF LESSEE. LESSOR FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE MAY DECLINE TO ACCEPT AND EXECUTE THIS LEASE FOR ANY REASON WHATSOEVER IN ITS SOLE AND COMPLETE DISCRETION, AND IN THE EVENT LESSEE ELECTS NOT TO ACCEPT THIS LEASE, LESSEE SHALL HAVE NO OBLIGATION OR LIABILITY TO LESSOR HEREUNDER WHATSOEVER.**

27. HEADINGS: The headings and titles used in this Lease are inserted for convenience only and shall be disregarded in construing terms, conditions, and provisions of this Lease.



28. NO THIRD PARTY BENEFICIARIES: Nothing in this Lease shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties hereto that this Lease shall not be construed as a third-party beneficiary contract.

29. FURTHER ASSURANCES: In connection with this Lease, each party hereto shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Lease.

30. AMENDMENTS; ASSIGNMENTS; EXPENSES; COUNTERPARTS: This Lease may not be subsequently amended except by an instrument in writing signed by Lessor and Lessee. The privilege of assignment of this Lease in whole or in part is expressly allowed to Lessor and Lessee. All fees, costs and expense incurred by Lessor and Lessee in negotiating or preparing this Lease shall be paid by the party incurring the same. This Lease may be executed by Lessor and Lessee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Any party may execute this Lease by facsimile signature and the other party will be entitled to rely on such facsimile signature as evidence that this Lease has been duly executed by such party.

31. CONFIDENTIAL UNRECORDED ADDENDUM: There is a Confidential Addendum affecting the terms and conditions of this Lease by and between Lessor and Lessee. In the event there is an inconsistency between the terms and conditions set forth in the main body of this lease, and the terms and conditions specified in the Addendum the provisions of the Addendum shall prevail and supersede the inconsistent provisions of the main body of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

**LESSOR:**

**LESSEE:**

**The County Commission of Harrison County      Long Ridge West Virginia, LLC**

\_\_\_\_\_  
Name: Susan Thomas  
Title: President Commissioner  
  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **Susan Thomas** as **President Commissioner of The County Commission of Harrison County**, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that each executed the same for the purposes therein contained.

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

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

My commission expires:

LESSEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Long Ridge West Virginia, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

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

My commission expires:

**Schedule – I**  
Leasehold Description

Attached to and made a part of that certain Oil and Gas Lease, by and between **The County Commission of Harrison County**, as “Lessor,” and Long Ridge West Virginia, LLC, as “Lessee,” dated \_\_\_\_\_

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DESCRIPTION: The leasehold is located in the District of **Simpson** in the County of **Harrison** in the State of West Virginia, and described as follows:

Tract No. 1:

Property Tax Parcel Identification Number: **P/O 15-290-4; P/O JERRY DOVE DR. (31.82 +/-)** and is bounded formerly or currently as follows:

On the North by: County Commission of Harrison County

On the East by: Jonathon E. Marks; Donna G. Miller et al

On the South by: Roberta K. Ferrell

On the West by: Benedum Airport Authority

including lands described in Official Record Book 1626 Page 307, in the Office of the Clerk/Recorder of Harrison County, West Virginia.

MEMORANDUM OF OIL AND GAS LEASE

This Memorandum of Oil and Gas Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with an effective date of \_\_\_\_\_, by and between **The County Commission of Harrison County**, with an address of 301 W. Main St., Clarksburg, WV 26301, hereinafter referred to as “**Lessor**”, and **Long Ridge West Virginia, LLC**, with an address of 2818 Smallman Street, Pittsburgh, PA 15222, hereinafter called “**Lessee.**”

WITNESSETH:

1. For and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid and to be paid by Lessee to Lessor and in further consideration of the rents reserved and the covenants and conditions more particularly set forth in that certain lease between Lessor and Lessee dated \_\_\_\_\_ (hereinafter referred to as the “**Lease**”) does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:
2. Said land is situate in **Simpson** District, **Harrison** County, West Virginia, Tax Parcel Number(s) **P/O 15-290-4; P/O JERRY DOVE DR.**, being all the property owned by Lessor or to which the Lessor may have any rights in said District or adjoining Districts, containing 31.82 acres, more or less, and being the property described in Official Records Book 1626 Page 307.
3. The Lease was executed on \_\_\_\_\_, has a primary term of five (5) year(s) and commencing on \_\_\_\_\_, and so much longer thereafter as oil or gas or their constituents are produced or capable of being produced on the Premises in paying quantities, in the judgement of Lessee, or as the Premises shall be operated by Lessee in the search of oil or gas and as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.
4. The rental, covenants, provisions and conditions of this Memorandum shall be the same as the rental, covenants, provisions and conditions set forth in the Lease to which rental, covenants, provisions and conditions reference is hereby made and the same are hereby incorporated by reference as though fully written herein.
5. In the event the lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be.
6. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same or now or may hereafter be in force and effect.
7. This lease may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one lease. Should less than all of the named Lessors execute this lease, this lease shall be binding on those who are signatories.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument on the date first above written.

LESSOR:

The County Commission of Harrison County

\_\_\_\_\_

Name: Susan Thomas

Title: President Commissioner

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

LESSEE:

Long Ridge West Virginia, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **Susan Thomas as President Commissioner of The County Commission of Harrison County**, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that each executed the same for the purposes therein contained.

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

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

My commission expires:

LESSEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Long Ridge West Virginia, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

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

My commission expires:

This instrument prepared by and is to be returned to Long Ridge West Virginia, LLC, 2818 Smallman Street, Pittsburgh, PA 15222

## ADDENDUM TO OIL AND GAS LEASE

Attached to and made a part of that certain Oil and Gas Lease ("Lease"), dated \_\_\_\_ day of \_\_\_\_\_, 2025, between **The County Commission of Harrison County**, as Lessor(s), and **Long Ridge West Virginia LLC**, as Lessee, to wit:

In the event of a conflict between the terms of this Addendum and the terms of the Lease to which it is attached, the terms of this Addendum shall control.

### **Gross Proceeds Royalties**

The royalty reserved by Lessor, and which shall be paid by Lessee, proportionate to Lessor's percentage of ownership of the Marcellus Shale Formation, on production from any well drilled on the Marcellus Shale Formation or any portion thereof included in a Unit (limited to the Subject Formations) after the Effective Date, shall be, subject to adjustments due to pooling ratio or shut-in, as applicable, equal to sixteen percent (16%) of the Gross Proceeds (as defined below).

- A) **Gross Proceeds.** means the total monies and other consideration accruing to Lessee or an Affiliate of Lessee for the sale, use or disposition of the Marcellus Shale Formation, gas and any other marketable by-products, including condensate, produced and marketed from any well drilled on the Marcellus Shale Formation, or any portion thereof included in a Unit, (limited to the Subject Formations) after the Effective Date.
- B) **Affiliate of Lessee** means any person, corporation, firm, or other entity in which Lessee, or any parent company, subsidiary or affiliate of Lessee, owns an interest of Five Percent (5%) or more, whether by stock ownership or otherwise, or over which Lessee, or any parent company or affiliate of Lessee exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation, firm or other entity which owns any interest in Lessee, whether by stock ownership or otherwise, or which exercises any degree of control, directly or indirectly, over Lessee, by stock ownership, interlocking directorate, or in any other manner.
- C) **Production & Post-Production Costs.** Neither Lessee, nor any Affiliate of Lessee, may reduce or diminish Lessor's gross royalty for any production or post-production expense or cost, including, by way of example and not limitation, pipelines, surface facilities, telemetry, gathering, fuel, dehydration, transportation, fractionation, compression, manufacturing, processing, treating, or marketing of the Marcellus Shale Formation or any severance or other taxes of any nature paid on the production thereof.
- D) **Taxes:** Subject to the royalty provisions hereinabove regarding all costs, all severance taxes assessed or payable on the oil and gas produced from the Marcellus Shale Formation or from leases, lands, and/or interests pooled or unitized therewith shall be paid by the Lessee.

### **Operations**

"Operated in the search for, drilling for, or production of oil and gas" as stated in Section 1(i) of the Lease shall be defined to include the following: Lessee having secured a valid drilling permit and having entered upon the Leased Premises or lands pooled or unitized with the Leased Premises with a drilling rig capable of drilling to the target depth and the spudding of a horizontal well on either the Leased Premises or lands pooled or unitized therewith followed by, in accordance with the requirement for continuous operations contained herein, the completion of a horizontal well to be drilled on either the Leased Premises or lands pooled or unitized therewith. The Lease shall remain in full force and effect so long as operations to complete the horizontal well continue with no cessation of more than three hundred sixty-five (365) consecutive days between said operations, and if they result in the production of oil, gas or other minerals, so long thereafter as oil, gas or



other minerals are produced in paying quantities from the Leased Premises or lands pooled or unitized with the Leased Premises. For purposes of the Lease, the operations to complete the drilling of a horizontal well shall be when it is drilled to its target depth, cased, cemented, perforated, and hydraulically stimulated.

#### **Bonus Payment**

Lessee shall pay Lessor \$1,500.00 per net mineral acre owned by Lessor as an upfront signing bonus. Such payment is non-refundable. Time is of the essence for all provisions of the Lease.

#### **Surface Activity**

No surface activity shall take place on the Leased Premises. Further, no well shall be drilled on the Leased Premises, nor shall Lessee enter upon or install any installation and/or facility of any nature whatsoever including but not limited to well pad sites, pipelines, compressor facilities, pump stations, water impoundments, storage tanks, power lines, telecommunication lines, pits, power stations, structures, compression equipment, meters, houses and buildings, and/or access roads on the Leased Premises unless separately contracted for by Lessor and Lessee herein in a separate writing. The Lease is being granted for the sole purpose of permitting Lessee to unitize the Leased Premises with other leases or properties which shall bear all the burden of surface development. Lessor understands and gives consent that, due to directional or horizontal drilling originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of the Leased Premises.

#### **Compliance Clause**

Lessee's operations on said Leased Premises shall be in compliance with all applicable federal and state regulations.

#### **No Storage Rights Clause**

Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described Leased Premises shall not be used for the purpose of gas storage of any kind (either above or below the surface) as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in the Lease is hereby deleted. However, Lessor does hereby grant Lessee the first option and right to lease or purchase the gas storage rights by matching any third-party offer. If Lessor wishes to enter into an agreement with a third party regarding gas storage using all or a portion of the Leased Premises, Lessor shall first give Lessee written notice of the identity of the third party, the consideration the third party is prepared to offer, the effective date and the anticipated closing date of the transaction, and all other material information concerning the transaction. Lessee shall have thirty days from receipt of written notice to notify Lessor in writing of its election to enter into a gas storage agreement with Lessor on comparable terms and conditions. A failure of Lessee to respond within such thirty-day period shall be deemed Lessor's election not to exercise the aforesaid option.

#### **Oil & Gas Only**

The Lease shall be deemed to cover only oil and gas and associated hydrocarbons and substances produced through the wellbore(s).

#### **No Disposal or Injection Wells**

Lessee agrees that no disposal or injection wells shall be placed, drilled and/or utilized upon the Leased Premises and any reference to disposal or injection wells contained in the Lease is expressly deleted.

#### **No Disposal Clause**

The right to dispose of any waste products, including, but not limited to, wastewater and/or brine upon the Leased Premises is specifically excluded.

**Waste, Nuisance, or Illegal Uses**

Lessee shall not use or permit the use of the Leasehold in any manner that results in waste of the Leasehold or constitutes a public or private nuisance or violates any statute, ordinance, rule, or regulation applicable to the Leasehold or for any illegal purpose or activity.

**Hold Harmless Clause**

Lessee shall indemnify Lessor against all third-party claims directly and solely caused by Lessee's operations on or related to the Leased Premises. Lessee shall not be obligated to indemnify Lessor against any claims that are caused, impacted, or influenced by the, negligence, or misconduct of Lessor, Lessor's successors, assigns, contractors, subcontractors, representatives, or agents, or any third party.

**Depth Severance-Marcellus Only**

The Leased Premises includes only those strata and formations lying from the top of the Rhinestreet Shale, down to and including 100 feet below the bottom of the Marcellus Shale and into the Onondaga Formation. The rights granted to the Lessee hereunder do not include any gas, oil, and associated hydrocarbons from the surface to a depth beginning at the top of the Rhinestreet Shale and from 100 feet below the bottom of the Marcellus Shale to the center of the Earth, including the Utica Shale Formation. It is expressly acknowledged and agreed that Lessee is acquiring no developmental or production rights, title or interest in the Utica Formation, or any deeper formation, by virtue of the Lease and that all such rights, title and interest are excepted from this Lease and expressly retained by Lessor. Notwithstanding the foregoing and for avoidance of doubt, Lessee retains the right to penetrate but not perforate formations from the surface to a depth beginning at the top of the Rhinestreet Shale.

**Retained Rights of Lessor**

- (a) Lessor reserves the right to use the Leasehold in any and all respects not specifically limited by the terms of the Lease.
- (b) Lessor reserves all minerals within the Leasehold including all coal, oil, gas and liquid hydrocarbons not leased to Lessee by the Lease and shall have the right to lease the Leasehold for the development of those mineral rights to third parties insofar as Lessor is otherwise legally entitled to develop the same, subject only to rights expressly granted to Lessee under the Lease and provided that Lessor does not enter into any agreements that interfere with Lessee's right to explore for, develop, or produce oil and/or gas or its constituents from the Leasehold.

**Other Minerals Reserved**

The Lease does not include and there is hereby excepted and reserved unto Lessor, all of the sulfur, copper, coal, lignite, uranium, and other fissionable material and/or metallic ores, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances presently owned by Lessor and those in, under, or upon the Leased Premises, together with rights of ingress and egress and use of the Leased Premises by Lessor or its lessees or assignees for purposes of exploration for and production and marketing of the materials and minerals reserved hereby, as long as it does not interfere with the rights and privileges granted Lessee herein and the contemplated oil and gas well operations. The Lease shall cover only oil and gas and their constituents that may be produced through the well bore and any fractures extending therefrom.

**Interference with Alternative Uses**

Lessee agrees that any action taken pursuant to the terms and conditions of the Lease shall not unreasonably interfere with existing alternative uses of the Leased Premises including, but not limited to livestock grazing/raising, coal mining operations, transmission towers, windmills, quarry operations or any other alternative use of the Leased Premises for the financial benefit of Lessor. The Lease is under and subject to all coal leases, oil and gas leases, transmission towers

leases, windmill leases, quarry leases and/or any other alternative lease existing upon the Leased Premises prior to the date of the Lease.

### **Governing Law and Dispute Resolution**

The Lease shall be governed and construed in accordance with the laws of West Virginia.

### **Shut-In Limitation**

No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline, well bore or equipment breakage, damage, malfunction, maintenance or repair; (c) the shut-in is required because Lessee, in the exercise of good faith and reasonable diligence, has been unable to secure an economical market for the production from such well(s), (d) the shut-in is due to lack of available pipeline; or (e) for safety reasons. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well.

### **Shut-In Royalty**

During any period after the Primary Term or Secondary Term when there is located on the Leased Premises or lands pooled therewith a well or wells capable of production and oil or gas is not produced therefrom ("Shut-In"), and there is no other well Producing in Paying Quantities located on the Leased Premises or on lands pooled therewith, then such Shut-In well shall be deemed to be Producing in Paying Quantities until the Shut-In well has resumed production if Lessee pays shut-in royalty to Lessor in the amount of Twenty-Five Dollars and 00/100 (\$25.00) per acre per year. Lessee must remit subsequent shut-in royalty payments on or before the anniversary date of the initial shut-in date. It is understood and agreed that the Lease may not be held in effect by action of this Shut-In provision for a period in excess of thirty-six (36) consecutive months or for more than thirty-six (36) cumulative months out of any forty-eight (48) month period.

### **Assignment of Lease**

Lessee shall, within thirty (30) days of the assignment of the Lease or any part hereof, notify Lessor of such assignment and furnish Lessor the assignee's name, address, and telephone number. No assignment by Lessee (or any assignee of Lessee) of all or any portion of the Lease shall relieve Lessee (or any assignee of Lessee) of any liability or breach of any covenant, warranty or other obligation of Lessee hereunder theretofore accrued. Each assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of the Lease to the same extent as if such assignee were an original party to the Lease. Lessor shall have the right to assign its interests under the Lease upon written notice to Lessee. Any assignment of the Lease by Lessee will only be made to an Assignee that is financially sound and reputable. Provided however, that notice to Lessor shall not be required in the event of an assignment by Lessee

- to an affiliate, subsidiary, or internal partners;
- in consequence of a merger or amalgamation; or
- of all or substantially all of its assets to a third party.

### **Unitization**

Lessee shall not form units under the Unitization and Pooling paragraphs herein in excess of 1280 acres. Lessee may only effect such pooling by executing a "declaration of pooling" and recording same in the Marion County Recorder of Deeds office. Upon Lessors written request, Lessee will provide Lessor with a copy of the recorded Unit Declaration. Neither pooling nor unitization of any part of the lands subject to this Lease shall be effective until the pooling or unit designation is filed for record in the county or counties where the Leased Premises are located. All pooling and unitization shall be based upon sound engineering and geological evaluations and practices. When designating said units, Lessee shall make reasonable efforts to avoid excluding small or irregular shaped portions of the Leased Premises.

### **Release Lease**

Upon written request of Lessor, Lessee agrees that after the expiration, termination or forfeiture of the Lease or any portion thereof, Lessee shall execute and record an appropriate lease surrender instrument with the Marion County Recorder of Deeds.

### **Special Warranty Title**

It is understood that Lessor warrants title to said Leased Premises only with respect that the title is good to the best of Lessor's knowledge and Lessee agrees that no claims will be made against Lessor pertaining to warranty of title. Lessee agrees that all monies paid pursuant to the Lease are non-refundable.

### **Insurance**

A company licensed by the West Virginia Insurance Commission to do business within West Virginia shall underwrite all policies required by this paragraph. Provided however, such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies. Lessee shall carry the following insurance with one or more insurance carriers at any and all times such party or person is on or about the leased premises or acting pursuant to this Lease in such amounts as from time to time reasonably required by Lessor. Lessee shall endeavor to assure that any person acting on Lessee's behalf under this lease shall carry substantially similar insurance:

- a. Workers' Compensation and Employer's Liability Insurance;
- b. Commercial General Liability Insurance (\$1,000,000.00 Occurrence/\$2,000,000.00 Aggregate);
- c. Business Auto (\$1,000,000.00);
- d. Umbrella Insurance (\$1,000,000.00).

Upon Lessor's written request, the Lessee shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request to Lessor.

### **Taxes**

In the event there is a change in West Virginia's tax code that provides for an increase in ad valorem taxes based on the value of oil and gas production or reserves from the Leased Premises, or there is enacted by the West Virginia legislature a severance, gross production or similar tax based on the amount of oil and/or gas production and/or sales from the Leased Premises, then Lessor and Lessee agree to abide by the law and pay their proportional share of such taxes.

### **Force Majeure**

In the event that Lessee is prevented from complying in a timely manner with any obligation imposed in the Lease because of (1) a strike, fire, flood, act of God, pandemic, or other circumstances beyond Lessee's control and which Lessee, by the exercise of all reasonable diligence, is unable to prevent or (2) a government law, rule, regulation, approval, pending administrative or legal proceeding, including, but not limited to, challenges under the National Environmental Policy Act (42 U.S.C. § 4321 et seq.), or (3) by Lessor's actions or inactions or (4) any litigation by Lessor preventing or delaying the operations or obligations of Lessee hereunder (items 1-4 above hereinafter defined as "Force Majeure Event"), then in the case of any of the foregoing, Lessee's non-compliance with such obligation shall be excused until such time as said event terminates, provided Lessee is actively proceeding to resolve such delay including, but not limited to, providing any information required by any governmental body preventing performance. An increase in the cost of performing the obligations set forth in the Lease shall not constitute circumstances beyond Lessee's control. Lessee's financial inability to comply with any of the obligations of the Lease shall not be grounds for any extension of time.

To the extent that Lessee becomes aware of any Force Majeure Event that will delay Lessee's performance of a material obligation under the Lease by at least three (3) months or more than one Force Majeure Event which in the aggregate will delay Lessee's performance of an material obligation under the Lease by more than three (3) months, Lessee shall notify Lessor within sixty (60) working days in writing of the date it determinates that the event or events will delay

performance of the material obligation by more than three (3) months. The written notice shall include a statement as to the efforts which have been made and are being made by Lessee to mitigate the effects of the event and minimize the length of delay. It is understood and agreed that, the Lease may not be maintained in force for any continuous period of time longer than thirty (30) consecutive months, or for more than thirty-six cumulative months out of any period of forty-eight (48) months after the expiration of the Primary Term, or any extension thereof hereof solely by the provision of this force majeure clause. It is hereby agreed by Lessor and Lessee that there shall be no force majeure events declared by Lessee regarding coal.

#### **Payment for Additional Acreage**

Lessee and Lessor herein agree that if Lessor has the Leased Premises surveyed within Three (3) years of executing the Lease and said survey shows that the Lessor owns more acreage than was included in the Lease, then Lessee agrees to make any additional payment, at the same rate as contained in the Lease, to Lessor for any additional acreage shown by the survey in which Lessee did not already compensate Lessor for and Lessee agrees to make said payment to Lessor within thirty days of receiving said survey. Further, should the Marion County Tax Assessment Office have the wrong amount of acreage assessed for the Leased Premises and the actual acreage be greater than the acreage designated on the Lease, Lessee shall make an additional payment, at the same rate as contained in the Lease, to Lessor for any increase in the amount of acreage at the time that the Marion County Tax Assessment Office increases the amount of acreage on the Leased Premises.

#### **Payments**

All money due under the Lease shall be paid to the Lessor by check made payable to the order of Lessor and mailed to the address set forth above until delivery to the Lessee of a notice of change of ownership or notice of change of address. Such payment or tender of any payment due under the Lease and properly addressed and postmarked to the Lessor on or before the paying date shall be deemed payment as provided herein.

#### **Apportionment of Payments**

If the Leased Premises shall hereafter be divided in severalty or in separate tracts, the premises nevertheless shall continue to be developed and operated as one lease, and all rentals, royalties and payments provided for shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage.

#### **Prudent Operator**

Lessee will conduct all operations as a prudent operator, and in accordance with the range of accepted industry practices.

#### **Future Mortgages and Encumbrances**

Lessor may at any time, without providing notice to Lessee, mortgage Lessor's interest in all or any part of the Leased Premises, or grant any easement or other servitude, including but not limited to other leases, as Lessor deems necessary and appropriate, and which do not interfere with Lessee's rights herein.

#### **Recordation for Memorandum of Lease**

Lessee shall record a Memorandum of Lease or the Lease at its expense and provide Lessor with a photocopy of the fully executed Lease, all Exhibits, and the Memorandum of Lease as soon as possible after such time as the Memorandum of Lease is recorded.

#### **No Mother Hubbard Clause.**

The Mother Hubbard clause, if any, is stricken and deleted from the Lease.



**No Arbitration Clause.**

The Arbitration clause, if any, is stricken and deleted from the Lease.

**Address for Notices**

Any notice to be given by either party to the other hereunder may be delivered in person or by registered mail, postage prepaid addressed to the party for whom intended per the addresses listed on the Paid-Up Oil and Gas Lease.

Either party hereto may from time to time, by written notice to the other designate a different address, which shall be substituted for the one above specified. If any notice from one party to the other is given by registered mail, usual time for transmission of mail shall be computed and at the end of such time service of notice will be considered made.

**Recoupment/Offset**

Lessee shall not have any right or be entitled to recapture, offset, claw-back or seek reimbursement or refund of any bonus payment, delay rental payment, royalty, shut-in royalty, or other amount, however characterized, denominated, described, entitled or named, paid to or on behalf of Lessor in the event Lessor's title to the Leased Premises is or shall be clouded, defective and/or unmarketable. However, Lessee shall have the right to recoup inadvertent overpayment of royalties.

**Waiver of Reliance**

BOTH PARTIES acknowledge and agree, after consultation with legal counsel, that no promise or agreement not expressly contained herein has been made and that NEITHER PARTY is relying upon any statement or representation not expressly made herein and is instead relying on IT's own judgment in entering this lease. BOTH PARTIES waive any claims THEY may have now or in the future against THE OTHER PARTY or any of THE OTHER PARTY's affiliates, employees, agents, officers, directors, members, managers, equity owners, consultants, representatives or advisors as to any such statement or representation.

**Water Usage**

Lessee agrees not to use any water from Lessor's wells, ponds, springs, lakes, reservoirs or creeks located on the Leased Premises without Lessor's written consent. Lessee further agrees that Lessee shall not drill any water wells on the Leased Premises without the Lessor's written consent.

**No Right of First Refusal**

Lessee does not have the right of first refusal. If at any time within the Primary Terms of the Lease or during any continuation of the Lease after the Primary Term, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of the Lease covering all or part of the Leased Premises, Lessee will not have the option to acquire such a lease on equivalent terms and conditions.

**Water Quality**

Lessee shall, at Lessee's sole cost and expense, have Lessor's current water supply used on the Leased Premises sampled and tested by an independent laboratory prior to the spudding of any well drilled on the leased premises, or drilled on acreage unitized with the leasehold within 1500 feet of the well. Should Lessor experience a material adverse change in the quality of Lessor's water supply, during or immediately after the completion of Lessee's operations on the Leased Premises, Lessee shall, within 48 hours of Lessor's written request, sample and test Lessor's water supply at Lessee's sole cost and expense. Should such a test reflect a material adverse change as the result of Lessee's operations on the Leased Premises, Lessee shall correct and remedy such



damage, disturbance, or injury and take all steps necessary to return the water supply to pre-drilling conditions. Lessee shall provide the results of any testing to Lessor within twenty (20) days of written request by Lessor. Lessee agrees to provide Lessor with potable water until such a time as Lessor's water source has been repaired or replaced with a source of substantially similar quality.

**Fresh Water Damage Protection**

In the event any activity carried on by the Lessee pursuant to the terms of this lease damages, disturbs, or injures Lessor's fresh water well or source located on these leased premises, Lessee shall at its sole cost and expense take all necessary steps to correct any such damage, disturbance or injury and return the fresh water well or source to pre-drilling conditions.

**Clean and Green Clause**

In the event the Leased Premises is subject to any federal, state, local and/or agricultural assistance program (Clean & Green, CRP or CREP, including any interest and penalties thereon), and any roll-back or reimbursement or recoupment or retroactive assessment is made against the Leased Premises directly relating to the operations of Lessee on the Leased Premises, Lessee shall be responsible for paying any and all of such amounts, but only insofar as such amounts imposed result from operations on the portion of the Leased Premises actually utilized in Lessee's operations. Lessee will reimburse Lessor upon receiving written request and a copy of the penalty notice.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument on the date first above written.

LESSOR:

The County Commission of Harrison County

\_\_\_\_\_

Name: Susan Thomas

Title: President Commissioner

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

LESSEE:

Long Ridge West Virginia, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

LESSOR ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared **Susan Thomas** as **President Commissioner of The County Commission of Harrison County**, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that each executed the same for the purposes therein contained.

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

\_\_\_\_\_

Notary Public

My commission expires:

LESSEE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §

\_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Long Ridge West Virginia, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

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

\_\_\_\_\_

Notary Public

My commission expires:

LONG RIDGE WEST VIRGINIA LLC  
2818 SMALLMAN STREET  
PITTSBURGH, PA 15222

ORDER OF PAYMENT

|                                                                              |                                                |                                           |                                                           |                                     |                                              |
|------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------|-----------------------------------------------------------|-------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Ohio Oil and Gas Lease                              | <input type="checkbox"/> <i>New</i>            | <input type="checkbox"/> <i>Renewal</i>   | <input type="checkbox"/> Pipeline Rights-of-Way Agreement | <input type="checkbox"/> <i>New</i> | <input type="checkbox"/> <i>Modification</i> |
| <input checked="" type="checkbox"/> West Virginia Oil, Gas and Mineral Lease | <input checked="" type="checkbox"/> <i>New</i> | <input type="checkbox"/> <i>Renewal</i>   | <input type="checkbox"/> Water Extraction Agreement       | <input type="checkbox"/> <i>New</i> | <input type="checkbox"/> <i>Amendment</i>    |
| <input type="checkbox"/> Ratification and Amendment                          | <input type="checkbox"/> <i>New</i>            | <input type="checkbox"/> <i>Amendment</i> | <input type="checkbox"/> Road Right-of-Way Agreement      | <input type="checkbox"/> <i>New</i> | <input type="checkbox"/> <i>Amendment</i>    |
| <input type="checkbox"/> Surface Use Agreement                               | <input type="checkbox"/> <i>New</i>            | <input type="checkbox"/> <i>Amendment</i> | <input type="checkbox"/> Term Assignment                  | <input type="checkbox"/> <i>New</i> | <input type="checkbox"/> <i>Amendment</i>    |
| <input type="checkbox"/> Surface Damage Agreement                            | <input type="checkbox"/> <i>New</i>            | <input type="checkbox"/> <i>Amendment</i> | <input type="checkbox"/> Deed                             | <input type="checkbox"/> <i>New</i> | <input type="checkbox"/> <i>Corrective</i>   |

DATE: \_\_\_\_\_, 20\_\_\_\_

This Order of Payment is entered into by Long Ridge West Virginia LLC and the payee(s) identified below (“Payee”) in connection with the above designated agreement, including any Memorandum required to be executed in connection therewith (collectively “Agreement”). Payee hereby agrees that Long Ridge West Virginia LLC shall have up to one hundred twenty (120) days following the receipt of the Agreement duly executed by Payee to review and approve or reject the Agreement, to perform at its discretion a review of Payee’s right, title, and/or interest represented to be owned by Payee subject to the Agreement, including but not limited to a determination that no liens, judgments, encumbrances or other matters which may adversely affect Payee’s title, and/or to perform such other due diligence as Long Ridge West Virginia LLC deems appropriate. Payee acknowledges that Long Ridge West Virginia LLC may reject the Agreement should the Agreement be unacceptable to Long Ridge West Virginia LLC for any reason, and that upon rejection of the Agreement, Long Ridge West Virginia LLC shall have no payment obligations under this Order of Payment, and the Agreement shall be deemed null and void.

Payee agrees that Long Ridge West Virginia LLC shall not be in default of payment hereunder unless and until Long Ridge West Virginia LLC fails to make payment within thirty (30) days after Long Ridge West Virginia LLC’s receipt of written notice of Payee’s intention to declare such default. Should Long Ridge West Virginia LLC determine that Payee owns less than the full and undivided 100% fee simple interest in the property subject to the Agreement, Payee agrees that at Long Ridge West Virginia LLC’s sole discretion (1) that the Agreement and this Order of Payment shall be deemed null and void upon notice to Payee or (2) that the amount specified below shall be proportionally reduced according to the percentage of the interest that Payee actually owns.

BRG as agent for and on behalf of Long Ridge West Virginia LLC will issue this payment to mineral owner as payment in full.

The provisions of this Order of Payment shall be binding upon Payee and Long Ridge West Virginia LLC, and each of their respective heirs, successors, and/or assigns.

|                 |                                                              |         |             |
|-----------------|--------------------------------------------------------------|---------|-------------|
| PAY TO          | The County Commission of Harrison County                     |         |             |
| THE AMOUNT OF   | Forty-Seven Thousand Seven Hundred Thirty and 00/100 Dollars | DOLLARS | \$47,730.00 |
| PAYEE’S ADDRESS | 301 W. Main St., Clarksburg, WV 26301                        |         |             |

|              |                        |
|--------------|------------------------|
| DOCUMENT NO. | PAYEE’S PHONE NUMBER:  |
|              | PAYEE’S EMAIL ADDRESS: |

|          |          |                                                   |                    |
|----------|----------|---------------------------------------------------|--------------------|
| TOWNSHIP | COUNTY   | <input type="checkbox"/> OHIO                     | GROSS ACRES: 31.82 |
| Simpson  | Harrison | <input checked="" type="checkbox"/> WEST VIRGINIA | NET ACRES: 31.82   |

THIS PAYMENT IS FOR Ratification and Amendment

Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
and made effective as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
and covers property described as follows:

|                                                                           |                                                                                                                                                 |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Book/Page: 1626/307<br>Parcel/Tract No.: P/O 15-290-4; P/O JERRY DOVE DR. | N: County Commission of Harrison County<br>E: Jonathon E. Marks; Donna G. Miller et al<br>S: Roberta K. Ferrell<br>W: Benedum Airport Authority |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                          |  |
|--------------------------------------------------------------------------------------------------------------------------|--|
| The County Commission of Harrison County<br><br>_____<br>Signature<br>Printed Name: Susan Thomas, President Commissioner |  |
|--------------------------------------------------------------------------------------------------------------------------|--|

|                                                                                                               |  |
|---------------------------------------------------------------------------------------------------------------|--|
| Long Ridge West Virginia LLC <b>APPROVAL</b><br><br>_____<br>Signature<br>Printed Name: _____<br>Title: _____ |  |
|---------------------------------------------------------------------------------------------------------------|--|

**AGENT INSTRUCTIONS:** Attach original, completed, and executed IRS FORM W-9. Order of Payment cannot be processed without completed and executed W-9 Form submitted simultaneously herewith. Do not include Taxpayer Identification Information on this Order of Payment form.

THIS AREA FOR OFFICE USE ONLY

|                                                                 |                                                                                  |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------|
| OWNER NO. _____                                                 |                                                                                  |
| Check # _____ in the amount of \$<br>Mailed to Payee/Lessee on: | Agent: Mark Thompson<br>Phone No.: 304-834-7551<br>Email: MThompson@brg-lrww.com |

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.  
The County Commission of Harrison County

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) ►

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.  
301 W. Main St.

6 City, state, and ZIP code  
Clarksburg, WV 26301

7 List account number(s) here (optional)

Requester's name and address (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  

-

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 ►

Date ►

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](http://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-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.*

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

13 Parrish Circle

|    | Depending upon the condition of the structure is how it is ranked              | Y/N | Rank |
|----|--------------------------------------------------------------------------------|-----|------|
|    | <b>Criteria for Demolition</b>                                                 |     |      |
|    | <b>Emergency situations/ Burnt or Deteriorated beyond Repair or Vandalized</b> |     |      |
| 1  | Imminent Collapse                                                              |     | 3    |
| 2  | Immediate threat to the Public                                                 |     | 3    |
| 3  | Damage from disaster                                                           |     | 2    |
| 4  | Unfit for human habitation                                                     |     | 3    |
| 5  | Attractive nuisance                                                            |     | 4    |
|    |                                                                                |     |      |
|    |                                                                                |     |      |
|    | <b>Standard situations</b>                                                     |     |      |
| 1  | Is the property vacant and/or abandoned                                        | Y   |      |
| 2  | Is the property a nuisance due to abandonment or adverse conditions            | Y   |      |
| 3  | Do the property exists in a predominately rural area                           | Y   |      |
| 4  | Air-Quality- Is Sewer odor detected                                            | N   |      |
| 5  | Air Quality- Is Propane, Natural Gas or Methane Gas Detected                   | N   |      |
| 6  | Electrical Hazard - exposed wires open panel service entrance                  | N   |      |
| 7  | Electrical Hazardwater- leaks on and/or near electrical equipment              | N   |      |
| 8  | Excessive materials, abandoned vehicles, toxic substance tires                 | N   |      |
| 9  | Hazards- sharp edges tripping                                                  | N   |      |
| 10 | Infestation of insects                                                         | N   |      |
| 11 | Infestation of rats, mice or vermin                                            | N   |      |
| 12 | Hazards other                                                                  | N   |      |
| 13 | Is Mold visible inside                                                         | N   |      |
|    |                                                                                |     |      |
|    |                                                                                |     |      |
|    |                                                                                |     |      |

They look at the Building Frame and Structure, Roof, Chimney, Windows, Doors, Siding and porch

Rank 1-5, with 5 being the worse case







# Harrison County Tax Parcel Viewer



**Allen R. Ferree**  
Harrison County Assessor

All tax maps created under the provisions of reappraisal legislation are the property of the Assessor of Harrison County, West Virginia and the reproduction, copying, modification, distribution or sale of such tax maps or any copies thereof without the written permission of the Harrison County Assessor is prohibited by law.

Date: 11/12/2025

0 0.01 0.03 0.06 0.09 0.12 mi





All tax maps created under the provisions of reappraisal legislation are the property of the Assessor of Harrison County, West Virginia and the reproduction, copying, modification, distribution or sale of such tax maps or any copies thereof without the written permission of the Harrison County Assessor is prohibited by law.

Harrison County, WV. Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Date: 11/12/2025



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kevin Dembeck  
3339 Stewartstown Road  
Morgantown, WV 26508



9590 9402 8323 3094 0446 62

2. Article Number (Transfer from service label)

7018 1830 0001 3940 5279

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

*Kevin Dembeck*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Kevin Dembeck

C. Date of Delivery

11-16-25

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



## NOTICE OF VIOLATION

Location: 13 PARRISH CIRCLE

Owner or Lessee: KEVIN DEMBECK

In Care of: \_\_\_\_\_

Address: 3339 STEWARTSTOWN ROAD, MORGANTOWN

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

### 108.1.3 Structure unfit for human occupancy

**COMMENTS:** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

A structure is unfit for human occupancy whenever the code official finds such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lack ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

### CORRECTIVE ACTIONS: **STRUCTURE UNFIT FOR HUMAN OCCUPANCY**

Note: Any Notice of Violations issued pursuant to the 2018 Property Maintenance Code is subject to appeal. Contact the Code Enforcement Office for procedure, 304-624-8690

The Harrison County Commission has the right to file a lien in accordance with section 106.3

Time: \_\_\_\_\_

Date: NOVEMBER 6, 2025

Copy Received by: \_\_\_\_\_

Code Enforcement Officer: ROBERT LEONARD





PRIVA  
PROPER  
Kodrat

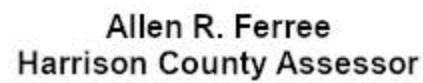


## 36 Chestnut Street

|    |                                                                                |     |      |
|----|--------------------------------------------------------------------------------|-----|------|
|    | Depending upon the condition of the structure is how it is ranked              | Y/N | Rank |
|    | <b>Criteria for Demolition</b>                                                 |     |      |
|    | <b>Emergency situations/ Burnt or Deteriorated beyond Repair or Vandalized</b> |     |      |
| 1  | Imminent Collapse                                                              |     | 4    |
| 2  | Immediate threat to the Public                                                 |     | 5    |
| 3  | Damage from disaster                                                           |     | 4    |
| 4  | Unfit for human habitation                                                     |     | 4    |
| 5  | Attractive nuisance                                                            |     | 4    |
|    |                                                                                |     |      |
|    |                                                                                |     |      |
|    | <b>Standard situations</b>                                                     |     |      |
| 1  | Is the property vacant and/or abandoned                                        | Y   |      |
| 2  | Is the property a nuisance due to abandonment or adverse conditions            | Y   |      |
| 3  | Do the property exists in a predominately rural area                           | N   |      |
| 4  | Air-Quality- Is Sewer odor detected                                            | N   |      |
| 5  | Air Quality- Is Propane, Natural Gas or Methane Gas Detected                   | N   |      |
| 6  | Electrical Hazzard - exposed wires open panel service entrance                 | N   |      |
| 7  | Electrical Hazzardwater- leaks on and/or near electrical equipment             | N   |      |
| 8  | Excessive materials, abandoned vehicles, toxic substance tires                 | N   |      |
| 9  | Hazzards- sharp edges tripping                                                 | N   |      |
| 10 | Infestation of insects                                                         | N   |      |
| 11 | Infestation of rats, mice or vermin                                            | N   |      |
| 12 | Hazzards other                                                                 | N   |      |
| 13 | Is Mold visible inside                                                         | N   |      |
|    |                                                                                |     |      |
|    |                                                                                |     |      |
|    |                                                                                |     |      |

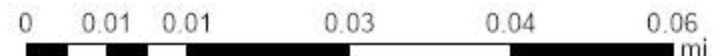
They look at the Building Frame and Structure, Roof, Chimney, Windows, Doors, Siding and porch

Rank 1-5, with 5 being the worse case



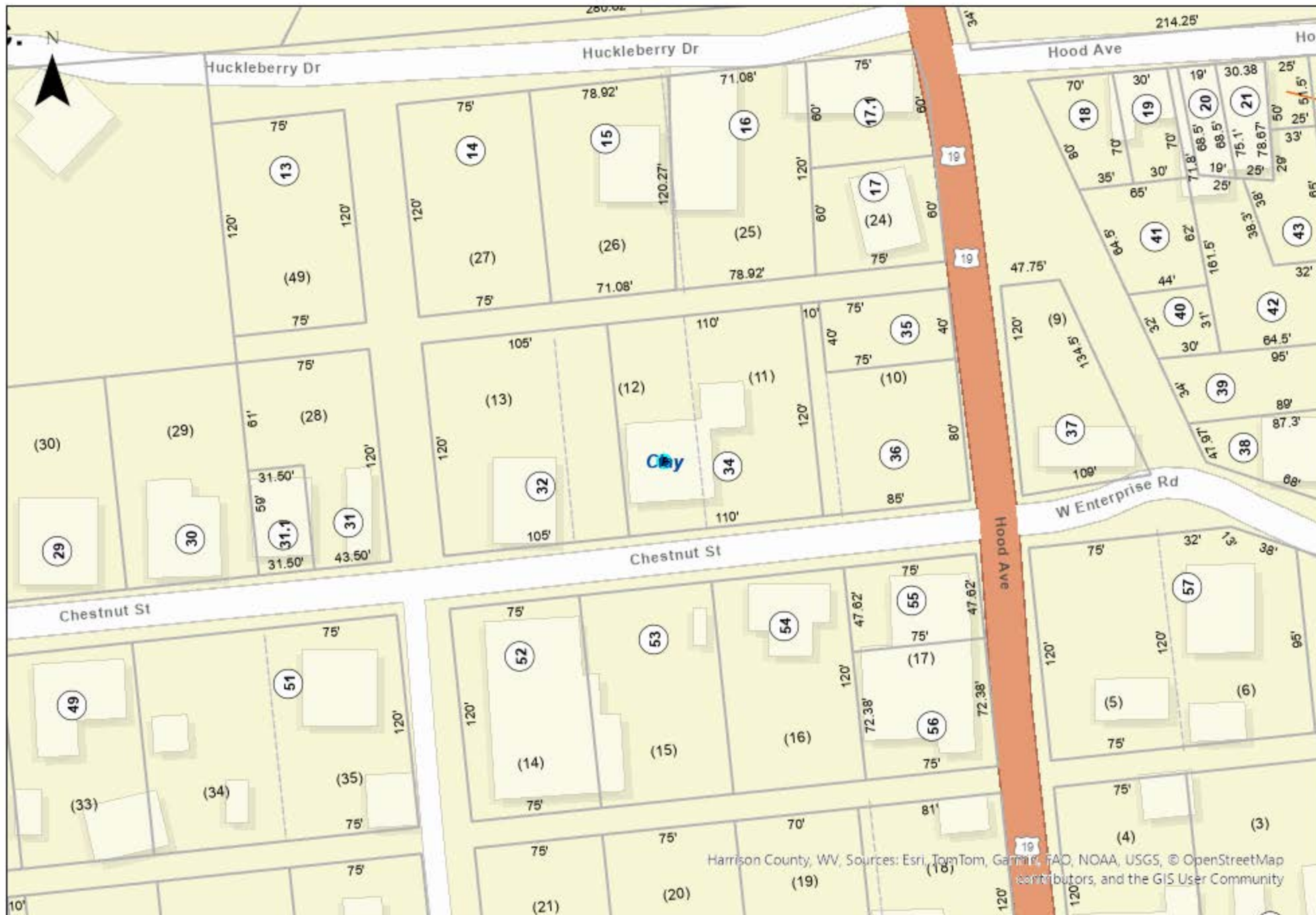
All tax maps created under the provisions of reappraisal legislation are the property of the Assessor of Harrison County, West Virginia and the reproduction, copying, modification, distribution or sale of such tax maps or any copies thereof without the written permission of the Harrison County Assessor is prohibited by law.

Date: 11/12/2025





# Harrison County Tax Parcel Viewer



**Allen R. Ferree**  
Harrison County Assessor

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0 0.01 0.01 0.03 0.04 0.06 mi

Date: 11/12/2025

## NOTICE OF VIOLATION

Location: 36 CHESTNUT STREET

Owner or Lessee: WVTK, LLC

In Care of: \_\_\_\_\_

Address: 18102 SENECA TRAIL, MARLINTON

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

### 108.1.3 Structure unfit for human occupancy

**COMMENTS:** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

A structure is unfit for human occupancy whenever the code official finds such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lack ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

### CORRECTIVE ACTIONS: **STRUCTURE UNFIT FOR HUMAN OCCUPANCY**

Note: Any Notice of Violations issued pursuant to the 2018 Property Maintenance Code is subject to appeal. Contact the Code Enforcement Office for procedure, 304-624-8690

The Harrison County Commission has the right to file a lien in accordance with section 106.3

Time: \_\_\_\_\_

Date: NOVEMBER 6, 2025

Copy Received by: \_\_\_\_\_

Code Enforcement Officer: ROBERT LEONARD



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WVTK, LLC  
18102 Seneca Trail  
Marlinton, WV 24954



9590 9402 8323 3094 0446 93

2. Article Number (Transfer from service label)

7018 1830 0001 3940 5248

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x *[Signature]*

☒ Agent

☐ Addressee

B. Received by (Printed Name)

*Jonathan Annett*

C. Date of Delivery

*11/12/25*

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

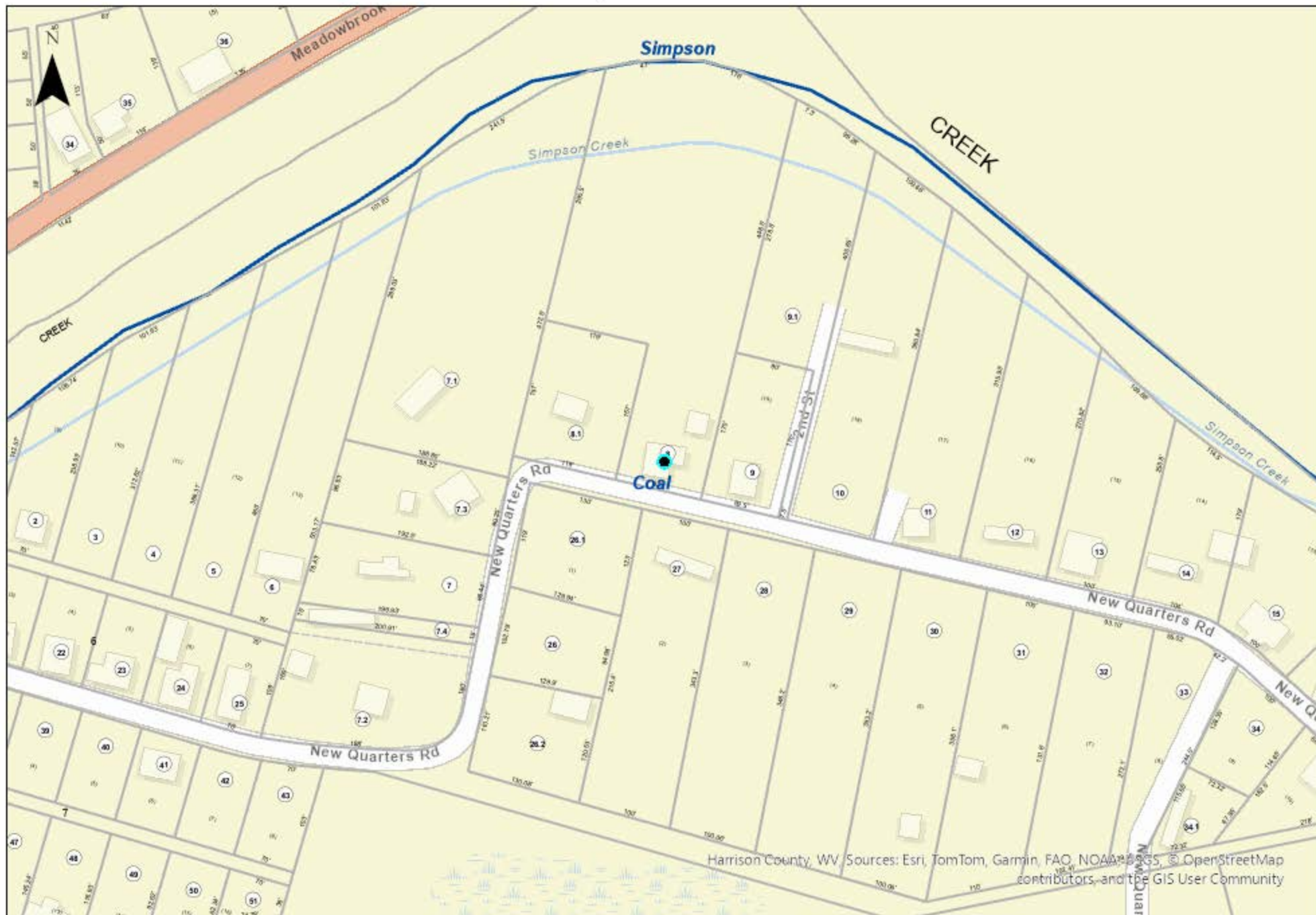
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

# Harrison County Tax Parcel Viewer



**Allen R. Ferree**  
Harrison County Assessor

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0 0.01 0.03 0.06 0.09 0.12 mi

Date: 11/12/2025

353 New Quarters Road

|    | Depending upon the condition of the structure is how it is ranked              | Y/N | Rank |
|----|--------------------------------------------------------------------------------|-----|------|
|    | <b>Criteria for Demolition</b>                                                 |     |      |
|    | <b>Emergency situations/ Burnt or Deteriorated beyond Repair or Vandalized</b> |     |      |
| 1  | Imminent Collapse                                                              | .   | 3    |
| 2  | Immediate threat to the Public                                                 |     | 3    |
| 3  | Damage from disaster                                                           |     | 3    |
| 4  | Unfit for human habitation                                                     |     | 3    |
| 5  | Attractive nuisance                                                            |     | 3    |
|    |                                                                                |     |      |
|    |                                                                                |     |      |
|    | <b>Standard situations</b>                                                     |     |      |
| 1  | Is the property vacant and/or abandoned                                        | Y   |      |
| 2  | Is the property a nuisance due to abandonment or adverse conditions            | Y   |      |
| 3  | Do the property exists in a predominately rural area                           | Y   |      |
| 4  | Air-Quality- Is Sewer odor detected                                            | N   |      |
| 5  | Air Quality- Is Propane, Natural Gas or Methane Gas Detected                   | N   |      |
| 6  | Electrical Hazard - exposed wires open panel service entrance                  | N   |      |
| 7  | Electrical Hazard water- leaks on and/or near electrical equipment             | N   |      |
| 8  | Excessive materials, abandoned vehicles, toxic substance tires                 | N   |      |
| 9  | Hazards- sharp edges tripping                                                  | N   |      |
| 10 | Infestation of insects                                                         | N   |      |
| 11 | Infestation of rats, mice or vermin                                            | N   |      |
| 12 | Hazards other                                                                  | N   |      |
| 13 | Is Mold visible inside                                                         | N   |      |
|    |                                                                                |     |      |
|    |                                                                                |     |      |
|    |                                                                                |     |      |

They look at the Building Frame and Structure, Roof, Chimney, Windows, Doors, Siding and porch

Rank 1-5, with 5 being the worse case







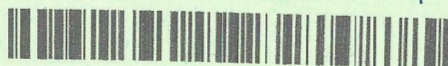
CERTIFIED MAIL  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Alexander Goodman  
Loretta Lynn McCoy  
353 New Quarters Rd.  
Meadow Brook, WV  
26404



9590 9402 8323 3094 0483 63

**2. Article Number (Transfer from service label)**

7018 1830 0001 3940 4920

PS Form 3811, July 2020 PSN 7530-C2-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

X

☐ Agent

☐ Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

**3. Service Type**

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail  
Restricted Delivery  
(0)

Domestic Return Receipt

1552 Shinnston Pike

|    |                                                                                |                     |
|----|--------------------------------------------------------------------------------|---------------------|
|    | Depending upon the condition of the structure is how it is ranked              | <del>Y/N</del> Rank |
|    | <b>Criteria for Demolition</b>                                                 |                     |
|    | <b>Emergency situations/ Burnt or Deteriorated beyond Repair or Vandalized</b> |                     |
| 1  | Imminent Collapse                                                              | 2                   |
| 2  | Immediate threat to the Public                                                 | 3                   |
| 3  | Damage from disaster                                                           | 2                   |
| 4  | Unfit for human habitation                                                     | 3                   |
| 5  | Attractive nuisance                                                            | 4                   |
|    |                                                                                |                     |
|    |                                                                                |                     |
|    | <b>Standard situations</b>                                                     |                     |
| 1  | Is the property vacant and/or abandoned                                        | Y                   |
| 2  | Is the property a nuisance due to abandonment or adverse conditions            | Y                   |
| 3  | Does the property exist in a predominately rural area                          | Y                   |
| 4  | Air-Quality- Is Sewer odor detected                                            | N                   |
| 5  | Air Quality- Is Propane, Natural Gas or Methane Gas Detected                   | N                   |
| 6  | Electrical Hazard - exposed wires open panel service entrance                  | N                   |
| 7  | Electrical Hazard water- leaks on and/or near electrical equipment             | N                   |
| 8  | Excessive materials, abandoned vehicles, toxic substance tires                 | N                   |
| 9  | Hazards- sharp edges tripping                                                  | N                   |
| 10 | Infestation of insects                                                         | N                   |
| 11 | Infestation of rats, mice or vermin                                            | Y                   |
| 12 | Hazards other                                                                  | N                   |
| 13 | Is Mold visible inside                                                         | N                   |
|    |                                                                                |                     |
|    |                                                                                |                     |
|    |                                                                                |                     |

They look at the Building Frame and Structure, Roof, Chimney, Windows, Doors, Siding and porch

Rank 1-5, with 5 being the worse case



# Harrison County Tax Parcel Viewer



Date: 11/12/2025



**Allen R. Ferree**  
**Harrison County Assessor**

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0 0.01 0.03 0.06 0.09 0.12 mi



# Harrison County Tax Parcel Viewer



Harrison County, WV, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Date: 11/12/2025



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Harrison County Assessor

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0 0.01 0.03 0.06 0.09 0.12 mi







6757 Mount Clare Road

|    |                                                                                |     |      |
|----|--------------------------------------------------------------------------------|-----|------|
|    | Depending upon the condition of the structure is how it is ranked              | Y/N | Rank |
|    | <b>Criteria for Demolition</b>                                                 |     |      |
|    | <b>Emergency situations/ Burnt or Deteriorated beyond Repair or Vandalized</b> |     |      |
| 1  | Imminent Collapse                                                              |     | 3    |
| 2  | Immediate threat to the Public                                                 |     | 2    |
| 3  | Damage from disaster                                                           |     | 3    |
| 4  | Unfit for human habitation                                                     |     | 3    |
| 5  | Attractive nuisance                                                            |     | 3    |
|    |                                                                                |     |      |
|    |                                                                                |     |      |
|    | <b>Standard situations</b>                                                     |     |      |
| 1  | Is the property vacant and/or abandoned                                        | Y   |      |
| 2  | Is the property a nuisance due to abandonment or adverse conditions            | Y   |      |
| 3  | Do the property exists in a predominately rural area                           | Y   |      |
| 4  | Air-Quality- Is Sewer odor detected                                            | N   |      |
| 5  | Air Quality- Is Propane, Natural Gas or Methane Gas Detected                   | N   |      |
| 6  | Electrical Hazard - exposed wires open panel service entrance                  | N   |      |
| 7  | Electrical Hazardwater- leaks on and/or near electrical equipment              | N   |      |
| 8  | Excessive materials, abandoned vehicles, toxic substance tires                 | N   |      |
| 9  | Hazards- sharp edges tripping                                                  | N   |      |
| 10 | Infestation of insects                                                         | N   |      |
| 11 | Infestation of rats, mice or vermin                                            | N   |      |
| 12 | Hazards other                                                                  | N   |      |
| 13 | Is Mold visible inside                                                         | N   |      |
|    |                                                                                |     |      |
|    |                                                                                |     |      |
|    |                                                                                |     |      |

They look at the Building Frame and Structure, Roof, Chimney, Windows, Doors, Siding and porch

Rank 1-5, with 5 being the worse case

# Harrison County Tax Parcel Viewer



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Date: 11/12/2025

0 0.01 0.03 0.06 0.09 0.12 mi



# Harrison County Tax Parcel Viewer



**Allen R. Ferree**  
Harrison County Assessor

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0 0.03 0.07 0.13 0.2 0.26 mi

Date: 11/12/2025







## ACCESS AND REMEDIATION LETTER AGREEMENT

This **ACCESS AND REMEDIATION LETTER AGREEMENT** ["Agreement"] is made and entered into to be effective as of the 24<sup>th</sup> day of November, 2025, by and among the Harrison County Commission, West Virginia, ("the Commission"), and William & Amy Thomsen, 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 407, Parcel 45 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 6757 Mount Clare Rd 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 William & Amy Thomsen 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: \_\_\_\_\_

WILLIAM  
THOMSEN

Digitally signed by  
WILLIAM THOMSEN  
Date: 2025.11.24  
09:48:37 -05'00'

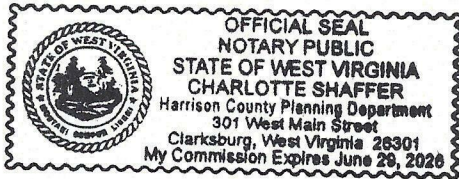
By William A. Thomsen

Its: Owner

Dated: 11/24/2025

The foregoing Agreement was acknowledged before me this 24 day of November, 2024, by William Thomsen

My commission expires June 29, 2026



  
NOTARY PUBLIC

[SEAL]

[insert Exhibit 1 – Nuisance Packet]



## NOTICE OF VIOLATION

Location: 6757 MOUNT CLARE ROAD

Owner or Lessee: WILLIAM A & AMY J THOMSEN

In Care of: \_\_\_\_\_

Address: 1107 E MAIN STREET, CLARKSBURG

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

### 108.1.3 Structure unfit for human occupancy

**COMMENTS:** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

A structure is unfit for human occupancy whenever the code official finds such structure is unsafe, unlawful or because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lack ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

**CORRECTIVE ACTIONS: STRUCTURE UNFIT FOR HUMAN OCCUPANCY**

Note: Any Notice of Violations issued pursuant to the 2018 Property Maintenance Code is subject to appeal. Contact the Code Enforcement Office for procedure, 304-624-8690

The Harrison County Commission has the right to file a lien in accordance with section 106.3

Time: \_\_\_\_\_

Date: NOVEMBER 24, 2025

Copy Received by: \_\_\_\_\_

Code Enforcement Officer: ROBERT LEONARD



December 3<sup>rd</sup>, 2025

WVABCA  
Licensing Department  
900 Pennsylvania Avenue, 4<sup>th</sup> Floor  
Charleston, West Virginia 25302

Dear Commissioner,

This letter is to advise you that the Harrison County Commission has no objections to an ABCA License being issued to Clarksburg Country Club, Inc at 199 Club Drive, Clarksburg, West Virginia, 26301. This was discussed and approved at the December 3<sup>rd</sup>, 2025 Harrison County Commission Meeting. Please let us know if any further information is needed.

Sincerely,

---

Susan J. Thomas, President  
Harrison County Commission

### 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: Clarksburg Country Club, Inc.

DBA (Doing Business As): \_\_\_\_\_

Address of  
Establishment: 199 Club Drive, Clarksburg, WV 26301  
(Street/Route) (City) (State) (Zip Code)

Applicant's  
Name(s): Harrold, Sam H., Treasurer  
(Last) (First) (Middle)  
\_\_\_\_\_  
(Last) (First) (Middle)

General Description of Premises: Country Club with 18 Hole golf Course

Food Services to be Offered: Grill room and ballroom with resturant services.

Patron Capacity: 310

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

\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

Applicant's Signature(s):  Date: November 10, 2025

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

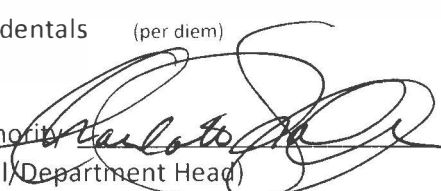
# Harrison County Commission

## Approval to Travel

Traveler(s) Name(s) Robert Leonard  
 Department Planning Department  
 Destination WVCOA WINTER 2025 Seminar - Flatwoods Days Inn Conference Center  
 Travel Dates December 3, 4 and 5, 2025  
 Reason  
West Virginia Code Officials Association

### Estimated Cost

|                        |    |                     |
|------------------------|----|---------------------|
| Transportation         | \$ |                     |
| Air                    | \$ |                     |
| County Vehicle         | \$ | Taking County Truck |
| Private Vehicle        |    |                     |
| Rental Car             | \$ |                     |
| Lodging                | \$ | NA                  |
| Registration           | \$ | <u>\$150.00</u>     |
| Meals (per diem)       | \$ | NA                  |
| Incidentals (per diem) | \$ |                     |

Approving Authority   
 (Elected Official/Department Head)

Date 11/17/2025

County Commission Action

( ) Approve ( ) Disapprove

Date \_\_\_\_\_

# **ICC CODE ACADEMY TRAINING**

**December 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> at the Days Inn Conference Center,  
Flatwoods WV**

*Registration starts at 8 AM Wednesday*

*Board of Directors Meeting: Wednesday, December 3<sup>rd</sup>, 6 PM*

**Wednesday Class: 8:30 AM - 4:30 PM**

**Thursday Class: 8:30 AM - 4:30 PM**

**Friday Class: 8:30 - Noon**

***This is an ICC Code Academy Seminar!***

**2021 ICC Property Maintenance Code**

**Legal Aspects of Code Enforcement**

**2021 ICC International Residential code**

**(Please Bring Your Code Books!)**

*Lunch Provided by Days Inn on Wednesday and Thursday*

*Christmas Banquet on Friday Evening*

**Presenter: Jerry Flanik**

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You sent a \$150.00 USD payment

From: service@paypal.com (service@paypal.com)

To: robdawg017@aol.com

Date: Monday, November 10, 2025 at 09:23 AM EST

Hello, James Leonard II



# You sent \$150.00 USD to West Virginia Code Officials Association

## Transaction Details

|                                                       |                   |
|-------------------------------------------------------|-------------------|
| Transaction ID                                        | Transaction date  |
| 8N383690WH046563N                                     | November 10, 2025 |
| Money sent                                            | \$150.00 USD      |
| Paid with:                                            |                   |
| WESBANCO BANK INC                                     | \$150.00 USD      |
| You paid                                              | \$150.00 USD      |
| West Virginia Code Officials Association will receive | \$150.00 USD      |

## Shipping Address

899 SUDS RUN RD  
MOUNT CLARE, WV 26408-9523  
United States

Get the Details



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PayPal RT000417:en\_US(en-US):1.9.2:f465328c9fd38

**To:** bmichael@cityofmartinsburg.org; dstanley@cityofmartinsburg.org;  
jbauserman@cityofmartinsburg.org; hfendley@cityofmartinsburg.org;  
lori.mills@mercercountywv.org; inspector@cityofmiltonwv.com;  
psatterfield@morgantownwv.gov; Ddcantis@morgantownwv.gov;  
vpage@morgantownwv.gov; jgray@morgantownwv.gov; thess@morgantownwv.gov;  
tgrimes@morgantownwv.gov; lellison@morgantownwv.gov;  
gcain@morgantownwv.gov; acroston@morgantownwv.gov;  
nnewbraugh@morgantownwv.gov; csmitley@morgantownwv.gov;  
mbrotosky@morgantownwv.gov; mcompston@morgantownwv.gov;  
aberry@morgantownwv.gov; cguseman@morgantownwv.gov;  
joerichmond@cityofmoundsville.com; danedman@cityofmoundsville.com;  
kkimple@cityofmoundsville.com; bsmith@cityofmoundsville.com;  
tchichick@newmartinsville.com; jhanna@newmartinsville.com;  
cmeadows@oakhillwv.gov; hmorgan@oakhillwv.gov; wlight@oakhillwv.gov;  
a.shinn@cityofnitro.org; j.wright@cityofnitro.org; j.atkins@cityofnitro.org;  
tgrogg@townofnutterfort.com; michael.winters@parkersburgwv.gov;  
andy.nestor@parkersburgwv.gov; derran.winans@parkersburgwv.gov;  
brannon.turner@parkersburgwv.gov; timothy.lower@parkersburgwv.gov;  
chad.dennis@parkersburgwv.gov; parsonspd.ce@gmail.com; anon333@aol.com;  
zoningenforcement@cityofpleasantvalley.com; t.smith@princetonwv.gov;  
a.ellison@princetonwv.gov; tyler.myers@princetonwv.gov; b.love@princetonwv.gov;  
khawkins@ransonwv.us; rstanley@ransonwv.us; pcoulter@ransonwv.us;  
raleighcountycodeenforcement@gmail.com;  
raleighcountycodeenforcement@gmail.com; code@raleighcounty.com;  
raleighcountycodeenforcement@gmail.com; wwest@raleighcounty.com;  
kdbenson@cityofravenswood.com; tsalser73@gmail.com;  
kdbenson@cityofravenswood.com; kdbenson@cityofravenswood.com;  
townofreedsville@frontiernet.net; buldinginspector@cityofsouthcharleston.com;  
jeri.l.ray@gmail.com; asbrightwell@gmail.com; marshall.chaney.bi@gmail.com;  
sabd.pgillespie@gmail.com; sa.kcain@gmail.com; buildinginsp@starcitywv.com;  
joeygroves@summersvillewv.org; kevin.parrish@vienna-wv.com; john.knapp@vienna-  
wv.com; duane.fluty@vienna-wv.com; rhinchee@cityofweirton.com;  
nstewart@cityofweirton.com; rduvall@cityofweirton.com; tkelly@cityofweirton.com;  
csnider@cityofweirton.com; dziegler@cityofweirton.com; wwanat@cityofweirton.com;  
bmpastor59@gmail.com; mlewis@cityofwestonwv.com; jstinespring@westoverwv.gov;  
tbaldwin@westoverwv.gov; bkennedy@westoverwv.gov; coldfield@wheelingwv.gov;  
tyoung@wheelingwv.gov; stanley.galownia@wheelingwv.gov; charlesv@wytheville.org;  
ltcarey102@yahoo.com; dbaldwin@omniassociates.com; 'Jessica Crim'

**Subject:** WVCOA Winter Seminar

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Register at [WVCOA.com](http://WVCOA.com)

Thank you!

**2025 WVCOA WINTER SEMINAR**

# Harrison County Commission

## Request to Attend Meeting

Name Traci Badkins  
 Department HC Community Corrections  
 Destination Morgantown, WV  
 Travel Dates 11/25/25  
 Reason Certification testing

**Total Estimated Cost** \$ \_\_\_\_\_

Transportation \$ \_\_\_\_\_

Air \$ \_\_\_\_\_

Private Vehicle:

Mileage 78 x .70 \$ 54.60

Rental Car \$ \_\_\_\_\_

Lodging \$ \_\_\_\_\_

Registration \$ \_\_\_\_\_

Meals (Estimated) \$ \_\_\_\_\_

Incidentals \$ \_\_\_\_\_

Employee Signature: Traci Badkins Date: 11-21-25

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: \_\_\_\_\_



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## Exam Appointment Details



### Description

### Details

### Order Information

### Actions

#### Exam

ASWB-M: Masters

Language: English

Appointment Length: 270 minutes ⓘ

### Appointment

Tuesday, November 25, 2025

Start time: 12:30 PM America/New\_York - EST

[Reschedule](#)

[Cancel](#)

📅 [Add to your calendar](#) ▾

### Location

Pearson Professional Centers-Morgantown WV

150 Clay Street

Suite 420

Riverfront Center; 4th Floor

---

Morgantown, West Virginia 26501

United States

Test Center Information

**Order Number/Invoice**

00000000000000000000

**Registration ID**

00000000000000000000

**Status**

Scheduled

Reschedule

Cancel

---

## ASWB Policies

### Admission Policy

#### **Mandatory Identification:**

- Two forms of ID are required. One ID must be government issued and must have a picture or a complete physical description. Both must have a signature and pre-printed name, which matches the name in our records.

Acceptable forms of identification include: driver's license, state identity card (non-driver license), passport, passport card, military ID, green card, alien registration, permanent resident card or national identification card. To view the full ID policy, including any additional allowances to this policy, please visit <http://www.pearsonvue.com/policies/1S.pdf>.

#### **Day of Exam Expectations:**

- Please arrive up to 15 minutes prior to our examination start time

If you are testing using Non Standard Testing Arrangements and need assistance rebooking your exam or have any specific questions, please contact [specialarrangements@aswb.org](mailto:specialarrangements@aswb.org).

## Reschedule Policy

You must reschedule your appointment at least 24 hours before the appointment time by contacting Pearson VUE using the ASWB portal at [www.pearsonvue.com/aswb](http://www.pearsonvue.com/aswb) or by phone at 1-877-884-9537 between the hours of 8 a.m. and 8 p.m. Eastern time, Monday thru Friday, between the hours of 8 a.m. and 5 p.m. Eastern time on Saturday, and 10 a.m. to 4 p.m. Eastern time on Sunday.

**\*\*Candidates with special testing arrangements** must contact Pearson VUE 24 hours prior to the appointment time. If you are scheduled to test on a Monday or Tuesday, you must call before 7 p.m. Eastern time on the Friday before your appointment.

## Cancellation Policy

You must cancel your appointment at least 24 hours before the appointment time by contacting Pearson VUE using the ASWB portal at [www.pearsonvue.com/aswb](http://www.pearsonvue.com/aswb) or by phone at 1-877-884-9537 between the hours of 8 a.m. and 8 p.m. Eastern time, Monday thru Friday, between the hours of 8 a.m. and 5 p.m. Eastern time on Saturday, and 10 a.m. to 4 p.m. Eastern time on Sunday.

**\*\*Candidates with special testing arrangements** must contact Pearson VUE 24 hours prior to the appointment time. If you are scheduled to test on a Monday or Tuesday, you must call before 7 p.m. Eastern time on the Friday before your appointment.

For more information, please review the [Examination Guidebook](#).

---

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State of West Virginia



County of Harrison, ss:

## Clerk's Fiduciary Report

**Estate from Wednesday, November 12, 2025, through Tuesday, November 18, 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 him 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, November 12, 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, **SUSAN COYLE** was appointed and qualified as ADMINISTRATRIX of the estate of **STEPHEN PAUL COYLE**, deceased. Bond was 120,000.00.

The last will and testament of **MARY MAE BOOK**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**DARIAN DARWAY**, who was named in the last will and testament of **MARY MAE BOOK**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

The last will and testament of **CHARLES T SWISHER**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**DENNIS J SWISHER**, who was named in the last will and testament of **CHARLES T SWISHER**, deceased, as ANCILLARY ADMINISTRATOR thereof, qualified as such. No bond was required.

A duly exemplified copy of the last will and testament of **AUBREY DALE WILSON**, deceased, late a resident of NELSON, VIRGINIA, was admitted to record.

A duly exemplified copy of the last will and testament of **KRISTEN J ASHWORTH**, deceased, late a resident of CAROLINE, MARYLAND, was admitted to record.

**On, Thursday, November 13, 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, **LAMPHONE NHOTHARACK** was appointed and qualified as ADMINISTRATOR of the estate of **THEVARA SIRIBOURY**, deceased. Bond was 132,000.00.

**On, Monday, November 17, 2025, the following matters were disposed of in the presence of the Clerk:**



The last will and testament of **JOAN M SPITZNOGLE**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**GARY WILLIAM SPITZNOGLE**, who was named in the last will and testament of **JOAN M SPITZNOGLE**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.

**BRADLEY JOHN TOMER**, who was named in the last will and testament of **JOAN M SPITZNOGLE**, deceased, as CO EXECUTOR thereof, qualified as such. No bond was required.

**On, Tuesday, November 18, 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, **RICHARD A BLAKE** was appointed and qualified as ADMINISTRATOR of the estate of **CARLA MARIE BLAKE**, deceased. No bond was required.

---

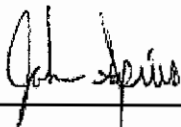
More than 31 days since the date of death or the surviving spouse or heir, upon a motion, **KENNETH TAYLOR** was appointed and qualified as ANCILLARY ADMINISTRATOR of the estate of **EILEEN HUNT**, deceased. No bond was required.

---

A duly certified copy of the last will and testament of **CAROLYN WATKINS WABLE**, deceased, late a resident of Marion, West Virginia, was admitted to record.

---

A duly exemplified copy of the last will and testament of **THELMA PELZ**, deceased, late a resident of CUYAHOGA, OHIO, was admitted to record.

  
\_\_\_\_\_  
John R Spires  
Clerk of the Harrison County Commission

\_\_\_\_\_  
Wednesday, December 3, 2025

Confirmed

# United States of America

State of West Virginia



County of Harrison, ss:

## Clerk's Fiduciary Report

---

**Estate from Wednesday, November 19, 2025, through Tuesday, November 25, 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 him 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, Friday, November 21, 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, **GREGORY SCOTT KIPP** was appointed and qualified as ADMINISTRATOR of the estate of **TERESA ELAINE KIPP**, deceased. No bond was required.

**On, Monday, November 24, 2025, the following matters were disposed of in the presence of the Clerk:**

---

The last will and testament of **CHARLENE DAVIS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**LOUISE CORDELLA JOHNSON**, who was named in the last will and testament of **CHARLENE DAVIS**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

---

The last will and testament of **HELEN SUE WILLIAMS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**MICHAEL L WILLIAMS**, who was named in the last will and testament of **HELEN SUE WILLIAMS**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

---

The last will and testament of **RICHARD JAMES NICHOLS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**TAHSHA NICHOLS**, who was named in the last will and testament of **RICHARD JAMES NICHOLS**, deceased, as EXECUTRIX thereof, qualified as such. No bond was required.

---

A duly copy of the last will and testament of **JOSEPH W CORDER JR**, deceased, late a resident of PUTNAM, WEST VIRGINIA, was admitted to record.

**On, Tuesday, November 25, 2025, the following matters were disposed of in the presence of the Clerk:**

---

The last will and testament of **HANSEL RAY MEANS**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**RICHARD SCOTT MEANS**, who was named in the last will and testament of **HANSEL RAY MEANS**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

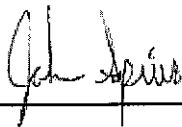
---

The last will and testament of **KAREN SUE LIPSCOMB**, deceased, was proved by the affidavit of the attesting witnesses and the same was admitted to probate and record.

**ZACKARY LIPSCOMB**, who was named in the last will and testament of **KAREN SUE LIPSCOMB**, deceased, as EXECUTOR thereof, qualified as such. No bond was required.

---

A duly exemplified copy of the last will and testament of **EVELYN F BEEGHLEY**, deceased, late a resident of FAIRFIELD, OHIO, was admitted to record.



John R Spires  
Clerk of the Harrison County Commission

Wednesday, December 3, 2025

Confirmed

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

ROBERT L. CLUTTER, EXECUTOR OF THE  
LAST WILL AND TESTAMENT

OF                    ///REPORT OF CLAIMS AND WAIVER OF FINAL SETTLEMENT

GUILLERMINA CLUTTER, 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 Executor of the above-referenced 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.

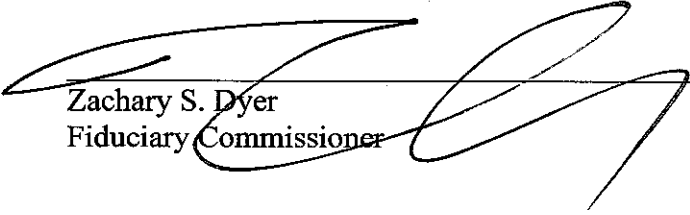
Your Commissioner certifies that this estate was referred to him on the 8<sup>th</sup> day of May 2025 and that subsequent to said date, the Clerk of the County Commission of Harrison County, West Virginia did appoint the 3<sup>rd</sup> day of August 2025 as the time and place for the presentation of claims against this estate; that said Clerk's office gave notice thereof to the creditors and beneficiaries of this estate by publication The Exponent-Telegram on the 4<sup>th</sup> and 11<sup>th</sup> days of June 2025, the time so fixed being according to law; and that at the end of business hours on the 3<sup>rd</sup> day of August 2025, the claims period was formally closed, at which time no proofs of claim had been timely filed with said Clerk's office or with your Commissioner against this estate.

Your Commissioner certifies that the name of Robert L. Clutter, Executor of the estate of Guillermina Clutter, 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 29<sup>th</sup> day of August and 5<sup>th</sup> days of September 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 the 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 12<sup>th</sup> day of November 2025.

  
Zachary S. Dyer  
Fiduciary Commissioner

United States of America

State of West Virginia



County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I, ROBERT L CLUTTER, personal representative(s) in the estate of GUILLERMINA CLUTTER 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.

ROBERT L CLUTTER  
EXECUTOR

*Robert Clutter*

(L.S.)

STATE OF West Virginia

COUNTY OF Marion

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2025.

My Commission expires: 5/9/27

*Katelyn Copenhaver*

Notary Public



ROBERT L CLUTTER  
SON

*Robert Clutter*

(L.S.)

STATE OF West Virginia

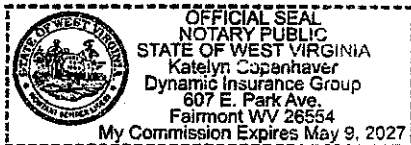
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2025.

My Commission expires: 5/9/27

*Katelyn Copenhaver*

Notary Public



RICHARD CLUTTER  
SON

*Richard Clutter*

(L.S.)

STATE OF West Virginia

COUNTY OF Marion

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2025.

My Commission expires: 5/9/27

*Katelyn Copenhaver*

Notary Public



MARK CLUTTER

SON

Mark A. Clutter (L.S.)

STATE OF WV

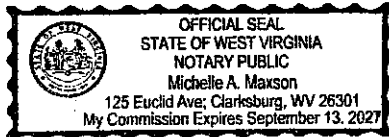
COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 8 day of Aug, 25.

My Commission expires: 9-13-27

Michelle A. Maxson

Notary Public



MICHAEL CLUTTER

SON

Michael Clutter (L.S.)

STATE OF West Virginia

COUNTY OF Marion

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2025.

My Commission expires: 5/9/27

Katelyn Copenhaver

Notary Public



KENNETH S CLUTTER

SON

John S. Clutter (L.S.)

STATE OF West Virginia

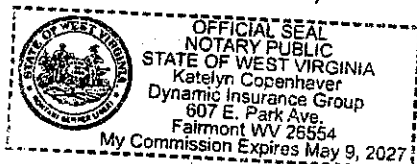
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2025.

My Commission expires: 5/9/27

Katelyn Copenhaver

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

John R Spires  
Clerk of the Harrison County Commission

By \_\_\_\_\_

Micah Fisher  
Deputy Clerk

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

DARREN JAMAL BENNETT, CO-EXECUTOR  
LORI ESTA-MARIE ANDREWS, CO-EXECUTRIX  
OF THE ESTATE OF  
LINDY LEWIS BENNETT

REPORT OF CLAIMS  
AND WAIVER OF  
FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Darren Jamal Bennett and Lori Esta-Marie Andrews, Co-Executor and Co-Executrix, respectively, and all known heirs and distributees of the estate of Lindy Lewis Bennett, deceased, as presented to and received and approved by Robert J. Pevler, Fiduciary Commissioner of Harrison County, West Virginia, to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 24 day of OCTOBER, 2025.



Robert J. Pevler, Fiduciary Commissioner



United States of America

State of West Virginia



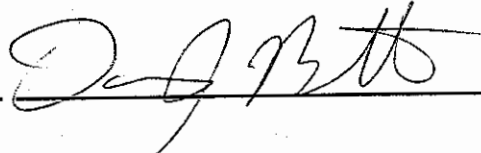
County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I, DARREN JAMAL BENNETT, LORI ESTA-MARIE ANDREWS, personal representative(s) in the estate of LINDY LEWIS BENNETT 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.

DARREN JAMAL BENNETT  
CO EXECUTOR

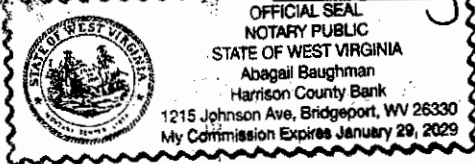
 (L.S.)

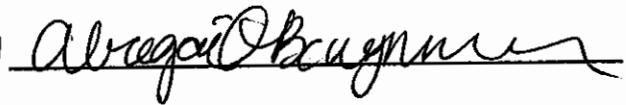
STATE OF WV

COUNTY OF Harrison

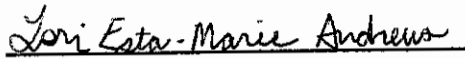
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2025.

My Commission expires: January 29, 2029



  
Notary Public

LORI ESTA-MARIE ANDREWS  
CO EXECUTRIX

 (L.S.)

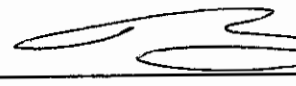
STATE OF VIRGINIA

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 8 day of August, 2025.

My Commission expires: 12/31/2026



  
Notary Public

LORI ESTA-MARIE ANDREWS  
DAUGHTER

 (L.S.)

STATE OF VIRGINIA

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 8 day of August, 2025.

My Commission expires: 12/31/2026

  
Notary Public



DARREN JAMAL BENNETT  
SON

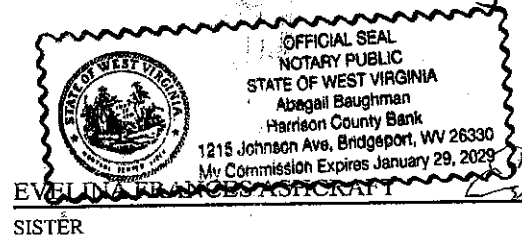
[Signature] (L.S.)

STATE OF WV

COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2025.

My Commission expires: January 29, 2029 Abigail Baughman  
Notary Public



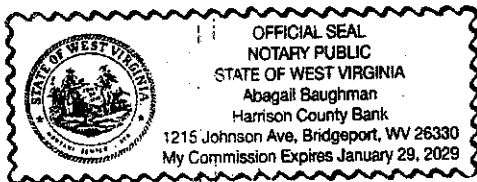
Evelyn Frances Aspratt (L.S.)  
SISTER

STATE OF WV

COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2025.

My Commission expires: January 29, 2029 Abigail Baughman  
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 \_\_\_\_\_, \_\_\_\_\_.

[Signature]  
John R Spires  
Clerk of the Harrison County Commission

By \_\_\_\_\_  
Betty Cochran  
Deputy Clerk

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

PAUL ALLEN DEAVERS,  
ADMINISTRATOR OF THE ESTATE

OF

///

REPORT OF CLAIMS  
AND  
FINAL SETTLEMENT

DEVON RYAN DEAVERS,  
DECEASED

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

The Report of Claims and Final Settlement of the accounts of Paul Allen Deavers, Administrator of the Estate of Devon Ryan Deavers, 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 3<sup>rd</sup> day of March, 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 3<sup>rd</sup> and 10<sup>th</sup> days of January, 2024, the time so fixed being according to law; and that one (1) claim had been filed against the estate, but said claim has been paid and released in full.

Your Commissioner certifies that the estate was referred to him as Fiduciary Commissioner on the 3<sup>rd</sup> day of April, 2024.

Your Commissioner certifies that the name of Paul Allen Deavers, Administrator of the Estate of Devon Ryan Deavers, 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 7<sup>th</sup> and 14<sup>th</sup> days of November, 2025, 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 19<sup>th</sup> day of November, 2025.

  
\_\_\_\_\_  
Norman T. Farley  
Fiduciary Commissioner  
Harrison County, West Virginia



United States of America



State of West Virginia

**County of Harrison, ss:**

**ESTATE OF**   DEVON RYAN DEAVERS                      , **DECEASED**

Social Security No: \_\_\_\_\_

Date of Death: 10/28/2023

***Report of Receipts, Disbursements and Distribution;  
Affidavit***

filed by PAUL DEAVERS, Administrator of the estate of DEVON RYAN DEAVERS, 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.)*

| <u>Date Received:</u>  | <u>Source:</u> | <u>Amount:</u>       |
|------------------------|----------------|----------------------|
| SEE ATTACHED           |                |                      |
|                        |                |                      |
|                        |                |                      |
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|                        |                |                      |
|                        |                |                      |
| <b>TOTAL RECEIPTS:</b> |                | <b>\$ 187,053.44</b> |

**DISBURSEMENTS:** *(Paid from Estate Monies/Receipts listed above)*

| <u>Date Paid:</u>           | <u>Payable to:</u> | <u>Amount:</u> |
|-----------------------------|--------------------|----------------|
| SEE ATTACHED                |                    |                |
|                             |                    |                |
|                             |                    |                |
|                             |                    |                |
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|                             |                    |                |
|                             |                    |                |
|                             |                    |                |
|                             |                    |                |
| <b>TOTAL DISBURSEMENTS:</b> |                    | \$ 46,617.20   |



AFFIDAVIT:

Paul Deavers

10/01/2025

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 Paul Deavers, Administrator of the Estate of Devon Ryan Deavers deceased, who being by me first duly sworn, did depose and say:

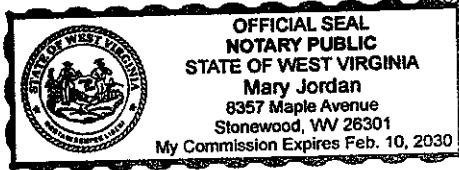
That the foregoing Report, dated the 1st day of October, 2025, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/rix through the 30th day of September, 2025.

The foregoing instrument was acknowledged before me this 1st day of October, 2025.

My Commission expires: Feb. 10, 2030.

Mary Jordan

Notary Public



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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
John R. Spires  
Clerk of the Harrison County Commission

By \_\_\_\_\_

| Expenses   | Provider                                                                                    | Estate Acct Deposits | Estate Acct Withdrawals | Expenses Paid by Paul/Rhonda | Reimbursements to Paul/Rhonda |
|------------|---------------------------------------------------------------------------------------------|----------------------|-------------------------|------------------------------|-------------------------------|
| 10/28/2023 | Ace Hardware (door locks, house)                                                            |                      |                         | -\$74.19                     |                               |
| 10/30/2023 | Hepzibah Public Service Distrtrict                                                          |                      |                         | -\$164.42                    |                               |
| 10/30/2023 | Cardinal National Gas                                                                       |                      |                         | -\$22.72                     |                               |
| 11/9/2023  | Masters Funeral Home Inc.                                                                   |                      |                         | -\$4,069.49                  |                               |
| 11/17/2023 | Mon Power                                                                                   |                      |                         | -\$46.64                     |                               |
| 11/17/2023 | Cardinal National Gas                                                                       |                      |                         | -\$11.36                     |                               |
| 12/4/2023  | Lowes 901 Venture Dr Morgantown (motion light for porch)                                    |                      |                         | -\$47.69                     |                               |
| 12/4/2023  | Lowes 9595 Mall Rd Morgantown (dusk to dawn light pole)                                     |                      |                         | -\$42.38                     |                               |
| 12/5/2023  | Hepzibah Public Service Distrtrict                                                          |                      |                         | -\$78.94                     |                               |
| 12/7/2023  | Bureau 5129985 Harrison County WV Clerk CNT (Executive estate pymt)                         |                      |                         | -\$46.00                     |                               |
| 12/11/2023 | DEP Wesbanco Roll over account                                                              | 3,299.40             |                         |                              |                               |
| 12/11/2023 | Bonding RLI Insurance Co United Security                                                    |                      |                         | -\$100.00                    |                               |
| 12/21/2023 | Harrison County Court House (file paperwork for probate)                                    |                      |                         | -\$25.50                     |                               |
| 12/27/2023 | Shetfield Financial (Polaris RZR paid off from Paul and Rhonda's account)                   |                      |                         | -\$5,830.21                  |                               |
| 12/28/2023 | Mon Power (Kubra)                                                                           |                      |                         | -\$42.92                     |                               |
| 1/3/2024   | WVHDF                                                                                       |                      |                         | -\$1,026.77                  |                               |
| 1/3/2024   | WVHDF                                                                                       |                      |                         | -\$221.05                    |                               |
| 1/9/2024   | Cardinal National Gas                                                                       |                      |                         | -\$143.50                    |                               |
| 1/11/2024  | DEP Wesbanco Deposit (life insurance)                                                       | 90,038.22            |                         |                              |                               |
| 1/16/2024  | Mon Power                                                                                   |                      |                         | -\$48.99                     |                               |
| 1/26/2024  | Hepzibah Public Service Distrtrict                                                          |                      |                         | -\$164.11                    |                               |
| 1/26/2024  | Department of Health and Human Resources (ck 3030) (autopsy tox report)                     |                      |                         | -\$15.00                     |                               |
| 1/29/2024  | DMV Title RZR                                                                               |                      |                         | -\$15.00                     |                               |
| 1/31/2024  | Wesbanco monthly maintenance fee                                                            |                      | -5.00                   |                              |                               |
| 2/5/2024   | DEP Sold RZR (\$6,700 sale price, minus payoff reimb to Paul and Rhonda, \$5,830.21)        | 869.79               |                         |                              |                               |
| 2/5/2024   | Paid to Paul and Rhonda (reimb for Shetfield payoff re Polaris RZR; less cash from deposit) |                      |                         |                              | \$5,830.21                    |
| 2/8/2024   | Cardinal National Gas                                                                       |                      |                         | -\$119.29                    |                               |
| 2/9/2024   | WVHDF                                                                                       |                      |                         | -\$64.35                     |                               |
| 2/9/2024   | WVHDF                                                                                       |                      |                         | -\$337.59                    |                               |
| 2/17/2024  | Mon Power                                                                                   |                      |                         | -\$35.10                     |                               |
| 2/22/2024  | DEP Wesbanco Deposit (life insurance)                                                       | 91,066.07            |                         |                              |                               |
| 2/29/2024  | WVHDF                                                                                       |                      |                         | -\$64.35                     |                               |
| 2/29/2024  | WVHDF                                                                                       |                      |                         | -\$381.88                    |                               |
| 2/29/2024  | Wesbanco monthly maintenance fee                                                            |                      | -5.00                   |                              |                               |
| 3/6/2024   | Hepzibah Public Service Distrtrict                                                          |                      |                         | -\$78.82                     |                               |
| 3/6/2024   | Paid Paul and Rhonda back for dates, 10/28/2023-03/06/2024 (not incl. \$5,830.21 reimb)     |                      | -7,488.05               |                              | \$7,488.05                    |
| 3/15/2024  | Cardinal National Gas                                                                       |                      |                         | -\$87.50                     |                               |
| 3/21/2024  | Mon Power                                                                                   |                      |                         | -\$39.26                     |                               |
| 3/26/2024  | 2022 and 2023 PP Tax                                                                        |                      | -438.55                 |                              |                               |
| 3/26/2024  | WVHDF                                                                                       |                      |                         | -\$64.75                     |                               |
| 3/26/2024  | WVHDF                                                                                       |                      |                         | -\$381.88                    |                               |



| Expenses        | Provider                                                              | Estate Acct<br>Deposits | Estate Acct<br>Withdrawals | Expenses Paid by<br>Paul/Rhonda | Reimbursements to<br>Paul/Rhonda |
|-----------------|-----------------------------------------------------------------------|-------------------------|----------------------------|---------------------------------|----------------------------------|
| 3/26/2024 V     | Country Roads Tax Service Income tax prep                             |                         | -84.80                     |                                 |                                  |
| 3/26/2024 V     | Federal Income Tax                                                    |                         | -2,105.00                  |                                 |                                  |
| 3/26/2024 V DEP | State of Illinois Tax                                                 | 38.00                   |                            |                                 |                                  |
| 3/27/2024 V     | United Security Agency \$200K bond                                    |                         | -781.00                    |                                 |                                  |
| 3/28/2024 .     | Harrison County Clerk (file paperwork for bond)                       |                         |                            | -\$12.00                        |                                  |
| 3/31/2024 V     | Wesbanco monthly maintenance fee                                      |                         | -5.00                      |                                 |                                  |
| 4/1/2024 .      | Hepzibah Public Service Distrtrict                                    |                         |                            | -\$78.82                        |                                  |
| 4/15/2024 .     | Cardinal National Gas                                                 |                         |                            | -\$60.47                        |                                  |
| 4/18/2024 .     | Mon Power                                                             |                         |                            | -\$42.03                        |                                  |
| 4/23/2024 .     | WVHDF                                                                 |                         |                            | -\$381.88                       |                                  |
| 4/23/2024 .     | WVHDF                                                                 |                         |                            | -\$64.35                        |                                  |
| 4/29/2024 V     | Darlene Todd Grass (mowed grass 3x and banks 2x)                      |                         | -380.00                    |                                 |                                  |
| 4/29/2024 V     | Transferred to Paul Rhonda account for 03/15/2024-04/29/2024 expenses |                         | -1,212.94                  |                                 | \$1,212.94                       |
| 4/30/2024 V     | Wesbanco monthly maintenance fee                                      |                         | -5.00                      |                                 |                                  |
| 5/7/2024 .      | Hepzibah Public Service Distrtrict                                    |                         |                            | -\$78.82                        |                                  |
| 5/10/2024 .     | Cardinal National Gas                                                 |                         |                            | -\$38.21                        |                                  |
| 5/21/2024 .     | WVHDF                                                                 |                         |                            | -\$64.35                        |                                  |
| 5/21/2024 .     | WVHDF                                                                 |                         |                            | -\$381.88                       |                                  |
| 5/31/2024 .     | Mon Power                                                             |                         |                            | -\$47.59                        |                                  |
| 5/31/2024 V     | Wesbanco monthly maintenance fee                                      |                         | -5.00                      |                                 |                                  |
| 6/3/2024 V      | Paid to Paul and Rhonda for 04/29/2024-06/03/2024 expenses            |                         | -610.85                    |                                 | \$610.85                         |
| 6/3/2024 V      | Darlene Todd Grass (mowed grass 4x) (pd w/check)                      |                         | -400.00                    |                                 |                                  |
| 6/3/2024 V      | DMV Honda Civic (pd w/check)                                          |                         | -15.00                     |                                 |                                  |
| 6/3/2024 .      | Hepzibah Public Service Distrtrict                                    |                         |                            | -\$78.82                        |                                  |
| 6/10/2024 .     | Cardinal National Gas                                                 |                         |                            | -\$9.59                         |                                  |
| 6/21/2024 .     | WVHDF                                                                 |                         |                            | -\$64.35                        |                                  |
| 6/21/2024 .     | WVHDF                                                                 |                         |                            | -\$390.88                       |                                  |
| 6/21/2024 .     | Mon Power                                                             |                         |                            | -\$48.59                        |                                  |
| 6/27/2024 V     | Paid to Paul and Rhonda for 06/03/2024-06/21/2024 expenses            |                         | -592.23                    |                                 | \$592.23                         |
| 6/30/2024 V     | Wesbanco monthly maintenance fee                                      |                         | -5.00                      |                                 |                                  |
| 7/2/2024 .      | Hepzibah Public Service Distrtrict                                    |                         |                            | -\$78.82                        |                                  |
| 7/2/2024 V      | Darlene Todd Grass (mowed grass 4x and banks 1x)                      |                         | -440.00                    |                                 |                                  |
| 7/11/2024 .     | Cardinal National Gas                                                 |                         |                            | -\$8.00                         |                                  |
| 7/16/2024 V     | Sheriff & Treasurer Harrison County (Personal property taxes)         |                         | -244.92                    |                                 |                                  |
| 7/16/2024 .     | WVHDF                                                                 |                         |                            | -\$64.35                        |                                  |
| 7/16/2024 .     | WVHDF                                                                 |                         |                            | -\$381.88                       |                                  |
| 7/31/2024 V     | Wesbanco monthly maintenance fee                                      |                         | -5.00                      |                                 |                                  |
| 8/8/2024 .      | Hepzibah Public Service Distrtrict                                    |                         |                            | -\$78.82                        |                                  |
| 8/8/2024 V      | Darlene Todd Grass (mowed grass 4x and banks 1x)                      |                         | -440.00                    |                                 |                                  |
| 8/8/2024 V      | Paid to Paul and Rhonda for 06/21/2024-08/08/2024 expenses            |                         | -611.87                    |                                 | \$611.87                         |

| Expenses     | Provider                                                   | Estate Acct<br>Deposits | Estate Acct<br>Withdrawals | Expenses Paid by<br>Paul/Rhonda | Reimbursements to<br>Paul/Rhonda |
|--------------|------------------------------------------------------------|-------------------------|----------------------------|---------------------------------|----------------------------------|
| 8/15/2024 .  | Cardinal National Gas                                      |                         |                            | -\$8.00                         |                                  |
| 8/19/2024 .  | WVHDF                                                      |                         |                            | -\$64.35                        |                                  |
| 8/19/2024 .  | WVHDF                                                      |                         |                            | -\$390.88                       |                                  |
| 8/31/2024 V  | Wesbanco monthly maintenance fee                           |                         | -5.00                      |                                 |                                  |
| 9/5/2024 .   | Hepzibah Public Service Distrtrict                         |                         |                            | -\$78.82                        |                                  |
| 9/5/2024 .   | Mon Power                                                  |                         |                            | -\$85.30                        |                                  |
| 9/6/2024 V   | Paid to Paul and Rhonda for 08/15/2024-09/06/2024 expenses |                         | -627.35                    |                                 | \$627.35                         |
| 9/6/2024 V   | Darlene Todd Grass (mowed grass 4x and banks 1x)           |                         | -440.00                    |                                 |                                  |
| 9/16/2024 .  | Cardinal National Gas                                      |                         |                            | -\$8.00                         |                                  |
| 9/23/2024 .  | WVHDF                                                      |                         |                            | -\$64.35                        |                                  |
| 9/23/2024 .  | WVHDF                                                      |                         |                            | -\$381.88                       |                                  |
| 9/26/2024 V  | Varner & Van Volkenburg, PLLC (lawyer fees for estate)     |                         | -2,348.00                  |                                 |                                  |
| 9/30/2024 V  | Wesbanco monthly maintenance fee                           |                         | -5.00                      |                                 |                                  |
| 10/1/2024 V  | Elena Garton (appraisal)                                   |                         | -500.00                    |                                 |                                  |
| 10/1/2024 V  | Darlene Todd Grass (mowed yard 2x and bank 1x)             |                         | -240.00                    |                                 |                                  |
| 10/1/2024 V  | Paid to Paul and Rhonda for 09/16/2024-10/01/2024 expenses |                         | -454.23                    |                                 | \$454.23                         |
| 10/8/2024 .  | Mon Power                                                  |                         |                            | -\$75.60                        |                                  |
| 10/8/2024 .  | Hepzibah Public Service Distrtrict                         |                         |                            | -\$78.82                        |                                  |
| 10/17/2024 . | Cardinal National Gas                                      |                         |                            | -\$8.00                         |                                  |
| 10/18/2024 . | WVHDF                                                      |                         |                            | -\$64.35                        |                                  |
| 10/18/2024 . | WVHDF                                                      |                         |                            | -\$381.88                       |                                  |
| 10/31/2024 V | Wesbanco monthly maintenance fee                           |                         | -5.00                      |                                 |                                  |
| 11/4/2024 .  | Hepzibah Public Service Distrtrict                         |                         |                            | -\$78.82                        |                                  |
| 11/5/2024 V  | Darlene Todd Grass (mowed grass 1x)                        |                         | -100.00                    |                                 |                                  |
| 11/5/2024 V  | Paid to Paul and Rhonda for 10/08/2024-11/05/2024 expenses |                         | -687.47                    |                                 | \$687.47                         |
| 11/15/2024 . | Cardinal National Gas                                      |                         |                            | -\$23.94                        |                                  |
| 11/15/2024 . | Mon Power                                                  |                         |                            | -\$36.40                        |                                  |
| 11/15/2024 . | WVHDF                                                      |                         |                            | -\$64.35                        |                                  |
| 11/15/2024 . | WVHDF                                                      |                         |                            | -\$390.88                       |                                  |
| 11/26/2024 V | Joe R Pyle Auction services                                |                         | -750.00                    |                                 |                                  |
| 11/30/2024 V | Wesbanco monthly maintenance fee                           |                         | -5.00                      |                                 |                                  |
| 12/5/2024 .  | Hepzibah Public Service Distrtrict                         |                         |                            | -\$78.82                        |                                  |
| 12/11/2024 . | Cardinal National Gas                                      |                         |                            | -\$40.94                        |                                  |
| 12/16/2024 V | Varner & Van Volkenburg, PLLC (lawyer fees for estate)     |                         | -623.00                    |                                 |                                  |
| 12/17/2024 . | Mon Power                                                  |                         |                            | -\$38.25                        |                                  |
| 12/20/2024 . | WVHDF                                                      |                         |                            | -\$64.35                        |                                  |
| 12/20/2024 . | WVHDF                                                      |                         |                            | -\$381.88                       |                                  |
| 12/20/2024 V | Paid to Paul and Rhonda for 11/15/2024-12/20/2024 expenses |                         | -1,119.81                  |                                 | \$1,119.81                       |
| 12/31/2024 V | Wesbanco monthly maintenance fee                           |                         | -5.00                      |                                 |                                  |
| 1/2/2025 .   | Hepzibah Public Service Distrtrict                         |                         |                            | -\$85.36                        |                                  |

| Expenses    | Provider                                                         | Estate Acct<br>Deposits | Estate Acct<br>Withdrawals | Expenses Paid by<br>Paul/Rhonda | Reimbursements to<br>Paul/Rhonda |
|-------------|------------------------------------------------------------------|-------------------------|----------------------------|---------------------------------|----------------------------------|
| 1/15/2025 . | Cardinal National Gas                                            |                         |                            |                                 |                                  |
| 1/15/2025 . | Mon Power                                                        |                         |                            | -\$166.64                       |                                  |
| 1/22/2025 . | WVHDF                                                            |                         |                            | -\$49.71                        |                                  |
| 1/22/2025 . | WVHDF                                                            |                         |                            | -\$64.35                        |                                  |
| 1/27/2025 v | Varner & Van Volkenburg, PLLC (lawyer fees Jan 10th stmt)        |                         |                            | -\$390.88                       |                                  |
| 1/28/2025 v | Paid to Paul and Rhonda for 01/02/2025-01/27/2025 expenses       |                         | -1,305.00                  |                                 |                                  |
| 1/31/2025 v | Wesbanco monthly maintenance fee                                 |                         | -756.94                    |                                 | \$756.94                         |
| 2/11/2025 . | Hepzibah Public Service Distrtrict                               |                         | -5.00                      |                                 |                                  |
| 2/11/2025 . | Cardinal National Gas                                            |                         |                            | -\$85.36                        |                                  |
| 2/11/2025 . | Mon Power                                                        |                         |                            | -\$208.36                       |                                  |
| 2/21/2025 . | WVHDF                                                            |                         |                            | -\$25.85                        |                                  |
| 2/21/2025 . | WVHDF                                                            |                         |                            | -\$64.35                        |                                  |
| 2/24/2025 v | Paid to Paul and Rhonda for 02/11/2025-02/21/2025 expenses       |                         |                            | -\$419.80                       |                                  |
| 2/24/2025 v | Varner & Van Volkenburg, PLLC (lawyer fees estate, INV 5547)     |                         | -803.72                    |                                 | \$803.72                         |
| 2/28/2025 v | Wesbanco monthly maintenance fee                                 |                         | -100.00                    |                                 |                                  |
| 3/10/2025 . | Hepzibah Public Service Distrtrict                               |                         | -5.00                      |                                 |                                  |
| 3/10/2025 . | Mon Power                                                        |                         |                            | -\$85.36                        |                                  |
| 3/11/2025 . | Cardinal National Gas                                            |                         |                            | -\$35.30                        |                                  |
| 3/14/2025 v | Joe R Pyle auctions (3/19 advertising fee)                       |                         |                            | -\$161.33                       |                                  |
| 3/19/2025 v | United Security Agency (bond renewal)                            |                         | -750.00                    |                                 |                                  |
| 3/22/2025 . | WVHDF                                                            |                         | -1,220.52                  |                                 |                                  |
| 3/22/2025 . | WVHDF                                                            |                         |                            | -\$419.80                       |                                  |
| 3/24/2025 v | Varner & Van Volkenburg, PLLC (lawyer fees stmt #5662)           |                         |                            | -\$64.35                        |                                  |
| 3/25/2025 v | Paid to Paul and Rhonda for 03/10/2025-03/24/2025 expenses       |                         | -280.00                    |                                 |                                  |
| 3/31/2025 v | Wesbanco monthly maintenance fee                                 |                         | -766.14                    |                                 | \$766.14                         |
| 4/10/2025 . | Cardinal National Gas                                            |                         | -5.00                      |                                 |                                  |
| 4/15/2025 . | Mon Power                                                        |                         |                            | -\$133.12                       |                                  |
| 4/15/2025 v | Varner & Van Volkenburg, PLLC (lawyer fees April 7th stmt #5705) |                         |                            | -\$38.33                        |                                  |
| 4/21/2025 . | WVHDF                                                            |                         | -360.00                    |                                 |                                  |
| 4/21/2025 . | WVHDF                                                            |                         |                            | -\$419.80                       |                                  |
| 4/30/2025 v | Wesbanco monthly maintenance fee                                 |                         |                            | -\$64.35                        |                                  |
| 5/7/2025 .  | Hepzibah Public Service Distrtrict                               |                         | -5.00                      |                                 |                                  |
| 5/12/2025 . | Cardinal National Gas                                            |                         |                            | -\$55.85                        |                                  |
| 5/12/2025 . | WVHDF                                                            |                         |                            | -\$107.25                       |                                  |
| 5/12/2025 . | WVHDF                                                            |                         |                            | -\$64.35                        |                                  |
| 5/12/2025 . | Mon Power                                                        |                         |                            | -\$419.80                       |                                  |
| 5/23/2025 v | Paid to Paul and Rhonda for 04/10/2025-05/12/2025 expenses       |                         |                            | -\$37.01                        |                                  |
| 5/31/2025 v | Wesbanco monthly maintenance fee                                 |                         | -1,339.86                  |                                 | \$1,339.86                       |
| 6/5/2025 v  | Darlene Todd Grass (mowed grass 2x and bank 1x)                  |                         | -5.00                      |                                 |                                  |
| 6/12/2025 . | Hepzibah Public Service Distrtrict                               |                         | -240.00                    |                                 |                                  |
|             |                                                                  |                         |                            | -\$85.36                        |                                  |

| Expenses        | Provider                                                                               | Estate Acct<br>Deposits | Estate Acct<br>Withdrawals | Expenses Paid by<br>Paul/Rhonda | Reimbursements to<br>Paul/Rhonda |
|-----------------|----------------------------------------------------------------------------------------|-------------------------|----------------------------|---------------------------------|----------------------------------|
| 6/12/2025 .     | Cardinal National Gas                                                                  |                         |                            |                                 |                                  |
| 6/12/2025 .     | Mon Power                                                                              |                         |                            | -\$86.09                        |                                  |
| 6/16/2025 V     | Siegest & White PLLC (closing/house)                                                   |                         |                            | -\$34.12                        |                                  |
| 6/16/2025 V     | Varner & Van Volkenburg, PLLC (lawyer fees stmt #5902)                                 |                         | -225.28                    |                                 |                                  |
| 6/23/2025 V     | Paid to Paul and Rhonda for 06/05/2025-06/23/2025 expenses                             |                         | -1,320.00                  |                                 |                                  |
| 6/30/2025 V     | Wesbanco monthly maintenance fee                                                       |                         | -205.57                    |                                 | \$205.57                         |
| 7/7/2025 V      | Varner & Van Volkenburg, PLLC (lawyer fees stmt #5997)                                 |                         | -5.00                      |                                 |                                  |
| 7/7/2025 V      | McClure Law PLLC (Inv #950; GAL fee)                                                   |                         | -1,355.00                  |                                 |                                  |
| 7/9/2025 .      | Hepzibah Public Service Distrtrict                                                     |                         | -3,000.00                  |                                 |                                  |
| 7/9/2025 .      | Cardinal National Gas                                                                  |                         |                            | -\$85.51                        |                                  |
| 7/9/2025 V DEP  | Deposit insurance refund check                                                         |                         |                            | -\$12.66                        |                                  |
| 7/10/2025 V     | Paid to Paul and Rhonda for 07/07/2025-07/09/2025 expenses                             | 248.83                  |                            |                                 |                                  |
| 7/28/2025 V DEP | Deposit Insurance refund (ck #13009815; \$850.54); WVHDF refund (ck #614771; \$559.24) |                         | -98.17                     |                                 | \$98.17                          |
| 7/31/2025 V     | Wesbanco monthly maintenance fee                                                       | 1,409.78                |                            |                                 |                                  |
| 8/8/2025 V DEP  | Refund from power company                                                              |                         | -5.00                      |                                 |                                  |
| 8/8/2025 V      | Administrator fee to Paul Deavers                                                      | 83.35                   |                            |                                 |                                  |
| 8/31/2025 V     | Wesbanco monthly maintenance fee                                                       |                         | -8,410.93                  |                                 |                                  |
| 9/10/2025 V     | Varner & Van Volkenburg PLLC (legal fees)                                              |                         | -5.00                      |                                 |                                  |
| 9/30/2025       | Wesbanco monthly maintenance fee                                                       |                         | -240.00                    |                                 |                                  |
|                 |                                                                                        |                         | -5.00                      |                                 |                                  |
|                 |                                                                                        |                         |                            |                                 |                                  |
|                 |                                                                                        | 187,053.44              | -46,617.20                 | -\$23,205.41                    | \$23,205.41                      |
| 9/30/2025       | <b>BALANCE IN ESTATE ACCOUNT</b>                                                       |                         | <b>140,436.24</b>          |                                 | \$0                              |
|                 |                                                                                        |                         |                            |                                 |                                  |
|                 |                                                                                        |                         |                            |                                 |                                  |
|                 |                                                                                        |                         |                            |                                 |                                  |
|                 |                                                                                        |                         |                            |                                 |                                  |



State of West Virginia



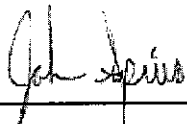
County of Harrison, ss:

Report of Receipts, Disbursements and Distribution;  
Affidavit  
Notice

This day PAUL ALLEN DEAVERS reported to the Court a Report of Receipts, Disbursements and Distribution; Affidavit for the estate of DEVON RYAN DEAVERS, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of the Harrison County Commission on the 18th day of November, 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

| Expenses     | Provider                                                   | Estate Acct<br>Deposits | Estate Acct<br>Withdrawals | Expenses Paid by<br>Paul/Rhonda | Reimbursements to<br>Paul/Rhonda |
|--------------|------------------------------------------------------------|-------------------------|----------------------------|---------------------------------|----------------------------------|
| 8/15/2024 .  | Cardinal National Gas                                      |                         |                            | -\$8.00                         |                                  |
| 8/19/2024 .  | WVHDF                                                      |                         |                            | -\$64.35                        |                                  |
| 8/19/2024 .  | WVHDF                                                      |                         |                            | -\$390.88                       |                                  |
| 8/31/2024 V  | Wesbanco monthly maintenance fee                           |                         | -5.00                      |                                 |                                  |
| 9/5/2024 .   | Hepzibah Public Service Distrtrict                         |                         |                            | -\$78.82                        |                                  |
| 9/5/2024 .   | Mon Power                                                  |                         |                            | -\$85.30                        |                                  |
| 9/6/2024 V   | Paid to Paul and Rhonda for 08/15/2024-09/06/2024 expenses |                         | -627.35                    |                                 | \$627.35                         |
| 9/6/2024 V   | Darlene Todd Grass (mowed grass 4x and banks 1x)           |                         | -440.00                    |                                 |                                  |
| 9/16/2024 .  | Cardinal National Gas                                      |                         |                            | -\$8.00                         |                                  |
| 9/23/2024 .  | WVHDF                                                      |                         |                            | -\$64.35                        |                                  |
| 9/23/2024 .  | WVHDF                                                      |                         |                            | -\$381.88                       |                                  |
| 9/26/2024 V  | Varner & Van Volkenburg, PLLC (lawyer fees for estate)     |                         | -2,348.00                  |                                 |                                  |
| 9/30/2024 V  | Wesbanco monthly maintenance fee                           |                         | -5.00                      |                                 |                                  |
| 10/1/2024 V  | Elena Garton (appraisal)                                   |                         | -500.00                    |                                 |                                  |
| 10/1/2024 V  | Darlene Todd Grass (mowed yard 2x and bank 1x)             |                         | -240.00                    |                                 |                                  |
| 10/1/2024 V  | Paid to Paul and Rhonda for 09/16/2024-10/01/2024 expenses |                         | -454.23                    |                                 | \$454.23                         |
| 10/8/2024 .  | Mon Power                                                  |                         |                            | -\$75.60                        |                                  |
| 10/8/2024 .  | Hepzibah Public Service Distrtrict                         |                         |                            | -\$78.82                        |                                  |
| 10/17/2024 . | Cardinal National Gas                                      |                         |                            | -\$8.00                         |                                  |
| 10/18/2024 . | WVHDF                                                      |                         |                            | -\$64.35                        |                                  |
| 10/18/2024 . | WVHDF                                                      |                         |                            | -\$381.88                       |                                  |
| 10/31/2024 V | Wesbanco monthly maintenance fee                           |                         | -5.00                      |                                 |                                  |
| 11/4/2024 .  | Hepzibah Public Service Distrtrict                         |                         |                            | -\$78.82                        |                                  |
| 11/5/2024 V  | Darlene Todd Grass (mowed grass 1x)                        |                         | -100.00                    |                                 |                                  |
| 11/5/2024 V  | Paid to Paul and Rhonda for 10/08/2024-11/05/2024 expenses |                         | -687.47                    |                                 | \$687.47                         |
| 11/15/2024 . | Cardinal National Gas                                      |                         |                            | -\$23.94                        |                                  |
| 11/15/2024 . | Mon Power                                                  |                         |                            | -\$36.40                        |                                  |
| 11/15/2024 . | WVHDF                                                      |                         |                            | -\$64.35                        |                                  |
| 11/15/2024 . | WVHDF                                                      |                         |                            | -\$390.88                       |                                  |
| 11/26/2024 V | Joe R Pyle Auction services                                |                         | -750.00                    |                                 |                                  |
| 11/30/2024 V | Wesbanco monthly maintenance fee                           |                         | -5.00                      |                                 |                                  |
| 12/5/2024 .  | Hepzibah Public Service Distrtrict                         |                         |                            | -\$78.82                        |                                  |
| 12/11/2024 . | Cardinal National Gas                                      |                         |                            | -\$40.94                        |                                  |
| 12/16/2024 V | Varner & Van Volkenburg, PLLC (lawyer fees for estate)     |                         | -623.00                    |                                 |                                  |
| 12/17/2024 . | Mon Power                                                  |                         |                            | -\$38.25                        |                                  |
| 12/20/2024 . | WVHDF                                                      |                         |                            | -\$64.35                        |                                  |
| 12/20/2024 . | WVHDF                                                      |                         |                            | -\$381.88                       |                                  |
| 12/20/2024 V | Paid to Paul and Rhonda for 11/15/2024-12/20/2024 expenses |                         | -1,119.81                  |                                 | \$1,119.81                       |
| 12/31/2024 V | Wesbanco monthly maintenance fee                           |                         | -5.00                      |                                 |                                  |
| 1/2/2025 .   | Hepzibah Public Service Distrtrict                         |                         |                            | -\$85.36                        |                                  |

State of West Virginia



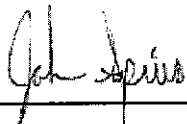
County of Harrison, ss:

Report of Receipts, Disbursements and Distribution;  
Affidavit  
Notice

This day PAUL ALLEN DEAVERS reported to the Court a Report of Receipts, Disbursements and Distribution; Affidavit for the estate of DEVON RYAN DEAVERS, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of the Harrison County Commission on the 18th day of November, 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

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA.

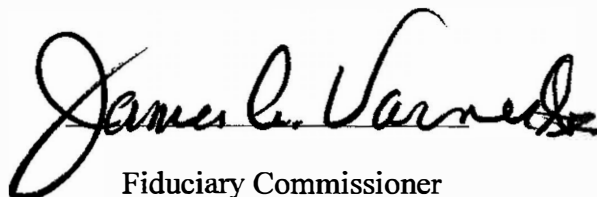
THERESA ANNE BUTCHER, EXECUTRIX  
OF THE ESTATE OF  
MARTIN KEITH WINDON

REPORT OF CLAIMS  
AND REPORT OF  
RECEIPTS,  
DISBURSEMENTS AND  
DISTRIBUTION

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Report of Receipts, Disbursements and Distribution of Theresa Anne Butcher, Executrix, and all known heirs and distributes of the estate of Martin Keith Windon, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 13<sup>th</sup> day of November 2025.

  
Fiduciary Commissioner



**DECEASED**

Date of Death: 11/25/2023

filed by Theresa A Butcher, executrix of the estate of Martin Keith Windon, as provided by Chapter 44, Article 2, Section 1(b), of the Code of West Virginia, as amended.

Date Received:                      Source:                      Amount:

\* See Attached

**TOTAL RECEIPTS:** 997,664.60

|                   |                    |                |
|-------------------|--------------------|----------------|
| <u>Date Paid:</u> | <u>Payable to:</u> | <u>Amount:</u> |
|-------------------|--------------------|----------------|

\* See Attached

Theresa A. Butcher, Esq. 11/6/2025 12,965.77

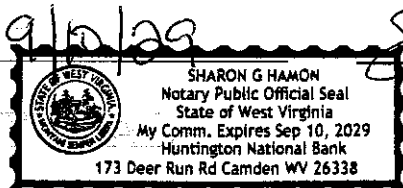
STATE OF WEST VIRGINIA,  
Lewis  
COUNTY OF ~~HARRISON~~, to-wit:

Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared Theress A Butcher, Exor of the Estate of Martin Keith Wind deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 6<sup>th</sup> day of November, 2025, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/rix through the 6<sup>th</sup> day of November, 2025.

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2025.

My Commission expires:



Sharon G Hamon  
Notary Public

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 \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
John R. Spires  
Clerk of the Harrison County Commission

By \_\_\_\_\_

# DISBURSEMENT

|                  |            |
|------------------|------------|
| UTILITIES        | \$ 2275.64 |
| BANK             | \$135.94   |
| TAXES            | \$377.49   |
| FUNERAL          | \$4315.94  |
| MAINTENANCE      | \$2138.76  |
| IRS-FED. & STATE | \$1641.00  |
| ACCT/LAWYER      | \$1750.00  |
| MEDICAL          | \$317.00   |
| MISC. _____      | \$14.00    |

**TOTAL:** **\$12,965.77**

Report Selection

Estate Checking 02523607593 |\$984,698.83

|             |              |
|-------------|--------------|
| From Date   | 12/04/2023   |
| To Date     | 11/05/2025   |
| Report Type | Payee Report |

| Date                      | Number | Type     | Payee                     | Tag | Debit  | Credit      |
|---------------------------|--------|----------|---------------------------|-----|--------|-------------|
| INTERNET TFR FRM CHECKING |        |          |                           |     |        |             |
| Date                      | Number | Type     | Payee                     | Tag | Debit  | Credit      |
| 05/28/2024                | 0      | Transfer | INTERNET TFR FRM CHECKING |     |        | \$41,196.45 |
| Total                     |        |          |                           |     | \$0.00 | \$41,196.45 |

Mon Power CHECK PYMT

| Date       | Number | Type             | Payee                | Tag | Debit     | Credit |
|------------|--------|------------------|----------------------|-----|-----------|--------|
| 01/05/2024 | 1008   | Electronic Debit | Mon Power CHECK PYMT |     | (\$54.79) |        |
| 02/29/2024 | 1023   | Electronic Debit | Mon Power CHECK PYMT |     | (\$32.73) |        |
| 02/29/2024 | 1024   | Electronic Debit | Mon Power CHECK PYMT |     | (\$40.98) |        |
| 03/15/2024 | 1028   | Electronic Debit | Mon Power CHECK PYMT |     | (\$3.40)  |        |
| 04/01/2024 | 1029   | Electronic Debit | Mon Power CHECK PYMT |     | (\$9.55)  |        |
| 04/16/2024 | 1031   | Electronic Debit | Mon Power CHECK PYMT |     | (\$3.90)  |        |
| Total      |        |                  |                      |     | -\$145.35 | \$0.00 |

US CELLULAR TOPP CHECK PYMT

| Date       | Number | Type             | Payee                       | Tag | Debit      | Credit |
|------------|--------|------------------|-----------------------------|-----|------------|--------|
| 01/05/2024 | 1003   | Electronic Debit | US CELLULAR TOPP CHECK PYMT |     | (\$145.48) |        |
| 01/29/2024 | 1013   | Electronic Debit | US CELLULAR TOPP CHECK PYMT |     | (\$55.60)  |        |
| 02/29/2024 | 1022   | Electronic Debit | US CELLULAR TOPP CHECK PYMT |     | (\$1.20)   |        |
| Total      |        |                  |                             |     | -\$202.28  | \$0.00 |

US TREASURY IRS PAYMENT

| Date       | Number | Type             | Payee                   | Tag | Debit        | Credit |
|------------|--------|------------------|-------------------------|-----|--------------|--------|
| 04/23/2024 | 1035   | Electronic Debit | US TREASURY IRS PAYMENT |     | (\$1,409.00) |        |
| Total      |        |                  |                         |     | -\$1,409.00  | \$0.00 |

Other

| Date       | Number | Type             | Payee | Tag | Debit        | Credit       |
|------------|--------|------------------|-------|-----|--------------|--------------|
| 12/08/2023 | 0      | Deposit          | Other |     |              | \$129,039.94 |
| 12/13/2023 | 0      | Electronic Debit | Other |     | (\$20.21)    |              |
| 12/15/2023 | 0      | Deposit          | Other |     |              | \$222,846.93 |
| 12/15/2023 | 1001   | Check            | Other |     | (\$45.56)    |              |
| 12/20/2023 | 1002   | Check            | Other |     | (\$1,200.00) |              |
| 01/03/2024 | 1005   | Check            | Other |     | (\$114.70)   |              |
| 01/08/2024 | 0      | Deposit          | Other |     |              | \$94.39      |
| 01/08/2024 | 1007   | Check            | Other |     | (\$89.76)    |              |
| 01/10/2024 | 1006   | Check            | Other |     | (\$167.00)   |              |
| 01/11/2024 | 0      | Deposit          | Other |     |              | \$153,353.71 |
| 01/12/2024 | 1004   | Check            | Other |     | (\$126.38)   |              |
| 01/19/2024 | 1009   | Check            | Other |     | (\$288.81)   |              |
| 01/25/2024 | 1010   | Check            | Other |     | (\$684.76)   |              |



| Date                                                                                           | Number    | Type             | Payee | Tag | Debit        | Credit       |
|------------------------------------------------------------------------------------------------|-----------|------------------|-------|-----|--------------|--------------|
| 01/25/2024    | 1011      | Check            | Other |     | (\$3,477.44) |              |
| 01/25/2024    | 1014      | Check            | Other |     | (\$21.40)    |              |
| 01/29/2024    | 0         | Deposit          | Other |     |              | \$2,016.05   |
| 02/01/2024    | 1012      | Check            | Other |     | (\$167.02)   |              |
| 02/09/2024    | 1015      | Check            | Other |     | (\$36.54)    |              |
| 02/13/2024    | 0         | Deposit          | Other |     |              | \$10,566.06  |
| 02/16/2024    | 0         | Deposit          | Other |     |              | \$996.48     |
| 02/16/2024    | 1021      | Check            | Other |     | (\$254.00)   |              |
| 02/20/2024    | 1016      | Check            | Other |     | (\$217.03)   |              |
| 02/20/2024    | 1017      | Check            | Other |     | (\$291.78)   |              |
| 02/20/2024    | 1019      | Check            | Other |     | (\$30.82)    |              |
| 02/21/2024                                                                                     | 0         | Electronic Debit | Other |     | (\$20.21)    |              |
| 02/21/2024    | 1018      | Check            | Other |     | (\$28.00)    |              |
| 02/27/2024    | 0         | Deposit          | Other |     |              | \$69,133.24  |
| 03/06/2024    | 1020      | Check            | Other |     | (\$150.00)   |              |
| 03/07/2024    | 0         | Deposit          | Other |     |              | \$15.68      |
| 03/11/2024    | 1025      | Check            | Other |     | (\$143.45)   |              |
| 03/11/2024    | 1026      | Check            | Other |     | (\$147.02)   |              |
| 03/21/2024    | 1027      | Check            | Other |     | (\$28.00)    |              |
| 04/08/2024    | 1030      | Check            | Other |     | (\$99.41)    |              |
| 04/17/2024    | 1036      | Check            | Other |     | (\$28.56)    |              |
| 04/18/2024    | 1034      | Check            | Other |     | (\$232.00)   |              |
| 04/19/2024    | 1032      | Check            | Other |     | (\$119.29)   |              |
| 04/24/2024    | 1033      | Check            | Other |     | (\$420.00)   |              |
| 04/30/2024    | 0         | Deposit          | Other |     |              | \$10.07      |
| 05/16/2024    | 0         | Deposit          | Other |     |              | \$100.55     |
| 05/28/2024    | 0         | Deposit          | Other |     |              | \$205,068.04 |
| 05/28/2024   | 1038      | Check            | Other |     | (\$450.00)   |              |
| 05/29/2024  | 0         | Deposit          | Other |     |              | \$433.04     |
| 05/29/2024  | 1037      | Check            | Other |     | (\$100.00)   |              |
| 06/05/2024  | 0         | Deposit          | Other |     |              | \$12.29      |
| 09/05/2024  | 0         | Deposit          | Other |     |              | \$11.22      |
| 09/06/2024  | 1039      | Check            | Other |     | (\$377.49)   |              |
| 09/11/2024  | 0         | Deposit          | Other |     |              | \$11.33      |
| 09/19/2024  | 0         | Deposit          | Other |     |              | \$89,975.12  |
| 10/29/2024  | 1040      | Check            | Other |     | (\$588.50)   |              |
| 12/02/2024  | 349711365 | Mobile Deposit   | Other |     |              | \$3.93       |
| 12/02/2024  | 349711384 | Mobile Deposit   | Other |     |              | \$3.59       |
| 12/02/2024  | 1041      | Check            | Other |     | (\$150.00)   |              |
| 12/05/2024  | 350133851 | Mobile Deposit   | Other |     |              | \$48.74      |
| 02/13/2025  | 0         | Deposit          | Other |     |              | \$221.92     |
| 03/11/2025  | 358493654 | Mobile Deposit   | Other |     |              | \$18.13      |
| 03/28/2025  | 1042      | Check            | Other |     | (\$14.00)    |              |
| 04/07/2025  | 360860351 | Mobile Deposit   | Other |     |              | \$12.70      |
| 10/17/2025  | 1043      | Check            | Other |     | (\$880.00)   |              |
| 11/04/2025  | 0         | Deposit          | Other |     |              | \$72,475.00  |
| Total                                                                                          |           |                  |       |     | -\$11,209.14 | \$956,468.15 |

Report Selection

Estate Checking 02523607593 |\$984,698.83

From Date

12/04/2023

To Date

11/05/2025

Report Type

Tag Report

▼

| Date       | Number | Type             | Payee                       | Tag   | Debit                  | Credit       |
|------------|--------|------------------|-----------------------------|-------|------------------------|--------------|
| Other      |        |                  |                             |       |                        |              |
| Date       | Number | Type             | Payee                       | Tag   | Debit                  | Credit       |
| 12/08/2023 | 0      | Deposit          |                             | Other | Lost Creek Bank        | \$129,039.94 |
| 12/13/2023 | 0      | Electronic Debit |                             | Other | (\$20.21)              |              |
| 12/15/2023 | 0      | Deposit          |                             | Other | Trust                  | \$222,846.93 |
| 12/15/2023 | 1001   | Check            |                             | Other | (\$45.56)              |              |
| 12/20/2023 | 1002   | Check            |                             | Other | (\$1,200.00)           |              |
| 01/03/2024 | 1005   | Check            |                             | Other | (\$114.70)             |              |
| 01/05/2024 | 1003   | Electronic Debit | US CELLULAR TOPP CHECK PYMT | Other | (\$145.48)             |              |
| 01/05/2024 | 1008   | Electronic Debit | Mon Power CHECK PYMT        | Other | (\$54.79)              |              |
| 01/08/2024 | 0      | Deposit          |                             | Other | Refund                 | \$94.39      |
| 01/08/2024 | 1007   | Check            |                             | Other | (\$89.76)              |              |
| 01/10/2024 | 1006   | Check            |                             | Other | (\$167.00)             |              |
| 01/11/2024 | 0      | Deposit          |                             | Other | Huntington             | \$153,353.71 |
| 01/12/2024 | 1004   | Check            |                             | Other | (\$126.38)             |              |
| 01/19/2024 | 1009   | Check            |                             | Other | (\$288.81)             |              |
| 01/25/2024 | 1010   | Check            |                             | Other | (\$684.76)             |              |
| 01/25/2024 | 1011   | Check            |                             | Other | (\$3,477.44)           |              |
| 01/25/2024 | 1014   | Check            |                             | Other | (\$21.40)              |              |
| 01/29/2024 | 0      | Deposit          |                             | Other | New York Life / Humana | \$2,016.05   |
| 01/29/2024 | 1013   | Electronic Debit | US CELLULAR TOPP CHECK PYMT | Other | (\$55.60)              |              |
| 02/01/2024 | 1012   | Check            |                             | Other | (\$167.02)             |              |
| 02/09/2024 | 1015   | Check            |                             | Other | (\$36.54)              |              |
| 02/13/2024 | 0      | Deposit          |                             | Other | New York Life          | \$10,566.06  |
| 02/16/2024 | 0      | Deposit          |                             | Other | Kaufman                | \$996.48     |
| 02/16/2024 | 1021   | Check            |                             | Other | (\$254.00)             |              |
| 02/20/2024 | 1016   | Check            |                             | Other | (\$217.03)             |              |
| 02/20/2024 | 1017   | Check            |                             | Other | (\$291.78)             |              |
| 02/20/2024 | 1019   | Check            |                             | Other | (\$30.82)              |              |
| 02/21/2024 | 0      | Electronic Debit |                             | Other | (\$20.21)              |              |
| 02/21/2024 | 1018   | Check            |                             | Other | (\$28.00)              |              |
| 02/27/2024 | 0      | Deposit          |                             | Other | JP Morgan              | \$69,133.24  |
| 02/29/2024 | 1022   | Electronic Debit | US CELLULAR TOPP CHECK PYMT | Other | (\$1.20)               |              |
| 02/29/2024 | 1023   | Electronic Debit | Mon Power CHECK PYMT        | Other | (\$32.73)              |              |
| 02/29/2024 | 1024   | Electronic Debit | Mon Power CHECK PYMT        | Other | (\$40.98)              |              |
| 03/06/2024 | 1020   | Check            |                             | Other | (\$150.00)             |              |
| 03/07/2024 | 0      | Deposit          |                             | Other | Divers                 | \$15.68      |
| 03/11/2024 | 1025   | Check            |                             | Other | (\$143.45)             |              |
| 03/11/2024 | 1026   | Check            |                             | Other | (\$147.02)             |              |
| 03/15/2024 | 1028   | Electronic Debit | Mon Power CHECK PYMT        | Other | (\$3.40)               |              |
| 03/21/2024 | 1027   | Check            |                             | Other | (\$28.00)              |              |
| 04/01/2024 | 1029   | Electronic Debit | Mon Power CHECK PYMT        | Other | (\$9.55)               |              |
| 04/08/2024 | 1030   | Check            |                             | Other | (\$99.41)              |              |
| 04/16/2024 | 1031   | Electronic Debit | Mon Power CHECK PYMT        | Other | (\$3.90)               |              |
| 04/17/2024 | 1036   | Check            |                             | Other | (\$28.56)              |              |

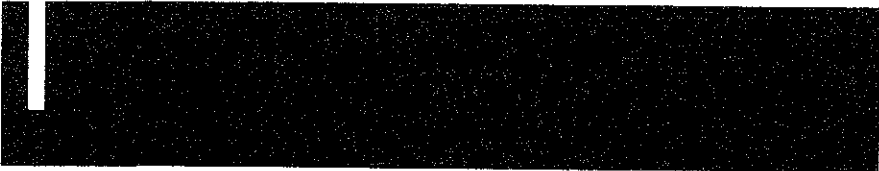
| Date       | Number    | Type             | Payee                     | Tag   | Debit          | Credit       |
|------------|-----------|------------------|---------------------------|-------|----------------|--------------|
| 04/18/2024 | 1034      | Check            |                           | Other | (\$232.00)     |              |
| 04/19/2024 | 1032      | Check            |                           | Other | (\$119.29)     |              |
| 04/23/2024 | 1035      | Electronic Debit | US TREASURY IRS PAYMENT   | Other | (\$1,409.00)   |              |
| 04/24/2024 | 1033      | Check            |                           | Other | (\$420.00)     |              |
| 04/30/2024 | 0         | Deposit          |                           | Other | Divers.        | \$10.07      |
| 05/16/2024 | 0         | Deposit          |                           | Other |                | \$100.55     |
| 05/28/2024 | 0         | Deposit          |                           | Other | Prop. sales    | \$205,068.04 |
| 05/28/2024 | 0         | Transfer         | INTERNET TFR FRM CHECKING | Other | Trust          | \$41,196.45  |
| 05/28/2024 | 1038      | Check            |                           | Other | (\$450.00)     |              |
| 05/29/2024 | 0         | Deposit          |                           | Other | Am. Modern Ins | \$433.04     |
| 05/29/2024 | 1037      | Check            |                           | Other | (\$100.00)     |              |
| 06/05/2024 | 0         | Deposit          |                           | Other | Divers         | \$12.29      |
| 09/05/2024 | 0         | Deposit          |                           | Other | Divers         | \$11.22      |
| 09/06/2024 | 1039      | Check            |                           | Other | (\$377.49)     |              |
| 09/11/2024 | 0         | Deposit          |                           | Other | Divers.        | \$11.33      |
| 09/19/2024 | 0         | Deposit          |                           | Other | Ameriprise     | \$89,975.12  |
| 10/29/2024 | 1040      | Check            |                           | Other | (\$588.50)     |              |
| 12/02/2024 | 349711365 | Mobile Deposit   |                           | Other | Divers.        | \$3.93       |
| 12/02/2024 | 349711384 | Mobile Deposit   |                           | Other | Divers.        | \$3.59       |
| 12/02/2024 | 1041      | Check            |                           | Other | (\$150.00)     |              |
| 12/05/2024 | 350133851 | Mobile Deposit   |                           | Other | Trust          | \$48.74      |
| 02/13/2025 | 0         | Deposit          |                           | Other | M. Lynch       | \$221.92     |
| 03/11/2025 | 358493554 | Mobile Deposit   |                           | Other | Divers.        | \$18.13      |
| 03/28/2025 | 1042      | Check            |                           | Other | (\$14.00)      |              |
| 04/07/2025 | 360860351 | Mobile Deposit   |                           | Other | Divers.        | \$12.70      |
| 10/17/2025 | 1043      | Check            |                           | Other | (\$880.00)     |              |
| 11/04/2025 | 0         | Deposit          |                           | Other | IRS            | \$72,475.00  |
|            |           |                  |                           | Total | -\$12,965.77   | \$997,664.60 |

# Disbursement summary ESTATE

| PAYABLE TO:               | MEDIC<br>AL | BANK/<br>CHK'S | MAINT    | FUNER<br>AL | IRS        | ACCT/<br>LAW | UTILIT<br>IES | HEIRS        | TAXES    | Column1 |
|---------------------------|-------------|----------------|----------|-------------|------------|--------------|---------------|--------------|----------|---------|
| D. ARBOGAST               |             |                |          | \$100.00    |            |              |               |              |          |         |
| HOPE GAS                  |             |                |          |             |            |              | \$99.41       |              |          |         |
| WV DEPT OF REV.           |             |                |          |             | \$232.00   |              |               |              |          |         |
| IRS                       |             |                |          |             | \$1,409.00 |              |               |              |          |         |
| MON POWER                 |             |                |          |             |            |              | \$3.40        |              |          |         |
| HOPE GAS                  |             |                |          |             |            |              | \$147.02      |              |          |         |
| MON POWER                 |             |                |          |             |            |              | \$9.35        |              |          |         |
| MON POWER                 |             |                |          |             |            |              | \$40.08       |              |          |         |
| HOPE GAS                  |             |                |          |             |            |              | \$217.03      |              |          |         |
| HOPE GAS                  |             |                |          |             |            |              | \$291.78      |              |          |         |
| EPP PROP MAIN             |             |                | \$254.00 |             |            |              |               |              |          |         |
| FRONTIER                  |             |                |          |             |            |              | \$30.82       |              |          |         |
| EMS/W MILFORD             | \$150.00    |                |          |             |            |              |               |              |          |         |
| W MILFORD WATER           |             |                |          |             |            |              | \$28.00       |              |          |         |
| SURROCK MEMORIAL CO       |             |                |          | \$599.50    |            |              |               |              |          |         |
| VARNER & VAN VOLKENBURG   |             |                |          |             |            | \$450.00     |               |              |          |         |
| HARRISON CO. SHERIFF DEPT |             |                |          |             |            |              |               |              | \$377.49 |         |
| T. BUTCHER                |             |                |          |             |            |              |               | \$214,317.00 |          |         |
| V. KIRBY                  |             |                |          |             |            |              |               | \$171,454.00 |          |         |
| J. WILLIS                 |             |                |          |             |            |              |               | \$214,317.00 |          |         |
| C. CONLEY                 |             |                |          |             |            |              |               | \$85,727.00  |          |         |
| J. SHEETS                 |             |                |          |             |            |              |               | \$85,727.00  |          |         |
| M. KENNEDY                |             |                |          |             |            |              |               | \$85,727.00  |          |         |
| T. BUTCHER                |             |                |          |             |            |              |               | \$30,761.00  |          |         |
| HOPE GAS                  |             |                |          |             |            |              | \$119.29      |              |          |         |
| JOHN LAW OFFICE           |             |                |          |             |            | \$420.00     |               |              |          |         |
| USPS                      |             |                |          |             |            |              | \$28.56       |              |          |         |
| MON POWER                 |             |                |          |             |            |              | \$3.90        |              |          |         |
| HOPE GAS                  |             |                |          |             |            |              | \$143.45      |              |          |         |
| W. MILFORD WATER          |             |                |          |             |            |              | \$28.00       |              |          |         |
| MON POWER                 |             |                |          |             |            |              | \$32.73       |              |          |         |
| US CELLULAR               |             |                |          |             |            |              | \$1.20        |              |          |         |
| GRT HARRISON CO PSD       |             |                |          |             |            |              | \$36.54       |              |          |         |
| HUNTINGTON BANK           |             | \$21.40        |          |             |            |              |               |              |          |         |
| DAVIS FUNERAL HOME        |             |                |          | \$3,477.44  |            |              |               |              |          |         |
| W. MILFORD WATER          |             |                |          |             |            |              | \$167.02      |              |          |         |
| US CELLULAR               |             |                |          |             |            |              | \$55.60       |              |          |         |
| WEATHERSERVICE            |             |                | \$584.76 |             |            |              |               |              |          |         |
| US CELLULAR               |             |                |          |             |            |              | \$145.48      |              |          |         |
| W. MILFORD WATER          |             |                |          |             |            |              | \$126.38      |              |          |         |



|                     |          |          |            |            |            |            |            |       |          |  |
|---------------------|----------|----------|------------|------------|------------|------------|------------|-------|----------|--|
| FRONTIER            |          |          |            |            |            |            | \$114.70   |       |          |  |
| WVU HEALTH          | \$167.00 |          |            |            |            |            |            |       |          |  |
| GRT HARRISON CO PSD |          |          |            |            |            |            | \$89.76    |       |          |  |
| HOPE GAS            |          |          |            |            |            |            | \$288.81   |       |          |  |
| MON POWER           |          |          |            |            |            |            | \$54.79    |       |          |  |
| T. STRADER          |          |          | \$1,200.00 |            |            |            |            |       |          |  |
| HARLAND CLARKE      |          | \$20.21  |            |            |            |            |            |       |          |  |
| TRUIST/VISA         |          | \$45.56  |            |            |            |            |            |       |          |  |
| HARLAND CLARKE      |          | \$20.21  |            |            |            |            |            |       |          |  |
| FRONTIER            |          |          |            |            |            |            | \$80.82    |       |          |  |
| JOHN LAW OFFICE     |          |          |            |            |            | \$880.00   |            |       |          |  |
|                     | \$317.00 | \$107.38 | \$2,138.76 | \$4,165.94 | \$1,641.00 | \$1,750.00 | \$2,304.20 | ##### | \$377.49 |  |



DEPOSITS

MARTIN KEITH WINDON ESTATE

12/8/2023 -

4/7/2025

Balance \$997,664.60

| Date       | Column1 | Description                                                         | DEPOSIT      | Column2 | Column3 | Column4 | Column5 |
|------------|---------|---------------------------------------------------------------------|--------------|---------|---------|---------|---------|
| 12/8/2023  |         | LOST CREEK BANK                                                     | \$129,039.94 |         |         |         |         |
| 12/15/2023 |         | TRUIST BANK                                                         | \$222,846.93 |         |         |         |         |
| 1/11/2024  |         | HUNTINGTON                                                          | \$153,353.71 |         |         |         |         |
| 1/18/2024  |         | REFUND                                                              | \$94.39      |         |         |         |         |
| 1/29/2024  |         | HUMANA/SELECT EX.                                                   | \$1,547.00   |         |         |         |         |
| 2/13/2024  |         | PROGRESSIVE                                                         | \$469.05     |         |         |         |         |
| 2/13/2024  |         | NEW YORK LIFE/DIVERSIFIED                                           | \$10,566.06  |         |         |         |         |
| 2/16/2024  |         | KAUFFMANS REALTY                                                    | \$996.48     |         |         |         |         |
| 2/27/2024  |         | J.P. MORGAN                                                         | \$69,133.24  |         |         |         |         |
| 3/7/2024   |         | DIVERSIFIED                                                         | \$15.68      |         |         |         |         |
| 4/30/2024  |         | DIVERSIFIED                                                         | \$10.07      |         |         |         |         |
| 5/14/2024  |         | NATIONAL FIN. SERVICE - TRUIST                                      | \$41.92      |         |         |         |         |
| 5/14/2024  |         | NATIONAL FIN. SERVICE - TRUIST                                      | \$11.39      |         |         |         |         |
| 5/14/2024  |         | NATIONAL FIN. SERVICE - TRUIST                                      | \$40.00      |         |         |         |         |
| 5/14/2024  |         | NATIONAL FIN. SERVICE - TRUIST                                      | \$41,196.45  |         |         |         |         |
| 5/14/2024  |         | DIVERSIFIED                                                         | \$7.24       |         |         |         |         |
| 5/28/2024  |         | MARY ROBINSON, ATTRNY-REAL ESTATE SALE/541 MAIN AVE. W. MILFORD     | \$115,995.82 |         |         |         |         |
| 5/28/2024  |         | MARY ROBINSON, ATTRNY-REAL ESTATE SALE/282 LIBERTY ST. W. MILFORD   | \$89,072.22  |         |         |         |         |
| 5/29/2024  |         | AMERICAN MODERN INS. - HOUSE INS REFUND FOR 541 MAIN ST. W. MILFORD | \$433.04     |         |         |         |         |
| 6/4/2024   |         | DIVERSIFIED                                                         | \$12.29      |         |         |         |         |
| 9/5/2024   |         | DIVERSIFIED                                                         | \$11.22      |         |         |         |         |
| 9/11/2024  |         | DIVERSIFIED                                                         | \$11.33      |         |         |         |         |
| 9/19/2024  |         | AMERIPRISE                                                          | \$89,975.12  |         |         |         |         |
| 12/2/2024  |         | DIVERSIFIED                                                         | \$3.59       |         |         |         |         |

| Date      | Column1 | Description               | DEPOSIT      | Column2 | Column3 | Column4 | Column5 |
|-----------|---------|---------------------------|--------------|---------|---------|---------|---------|
| 12/2/2024 |         | DIVERSIFIED               | \$3.93       |         |         |         |         |
| 12/5/2024 |         | TRUIST BANK               | \$48.74      |         |         |         |         |
| 2/13/2025 |         | MERRILL LYNCH/DIVERSIFIED | \$221.92     |         |         |         |         |
| 3/11/2025 |         | DIVERSIFIED               | \$18.13      |         |         |         |         |
| 4/7/2025  |         | DIVERSIFIED               | \$12.70      |         |         |         |         |
| 11/4/2025 |         | IRS                       | \$72,475.00  |         |         |         |         |
|           |         |                           | \$997,664.60 |         |         |         |         |

**DISTRIBUTION TO HEIRS DIRECTLY FROM MERRILL LYNCH \$857,270.39 - MAY, 2024**

|                 |               |
|-----------------|---------------|
| JANET WILLIS    | \$ 214,317.00 |
| THERESA BUTCHER | \$ 214,317.00 |
| VIRGINIA KIRBY  | \$ 171,454.00 |
| CATHY CONLEY    | \$ 85,727.00  |
| JENNIFER SHEETS | \$ 85,727.00  |
| MALISSA KENNEDY | \$ 85,727.00  |



**FINAL DISBURSEMENTS TO BE DISTRIBUTED TO HEIRS FROM MARTIN KEITH WINDON ESTATE**

|                 |                |               |
|-----------------|----------------|---------------|
| THERESA BUTCHER | EXECUTRIX FEES | \$ 32,693.98  |
| JANET WILLIS    | 25%            | \$ 238,001.22 |
| THERESA BUTCHER | 25%            | \$ 238,001.22 |
| VIRGINIA KIRBY  | 20%            | \$ 190,400.97 |
| MALISSA KENNEDY | 10%            | \$ 95,200.48  |
| JENNIFER SHEETS | 10%            | \$ 95,200.48  |
| CATHY CONLEY    | 10%            | \$ 95,200.48  |

**TOTAL DISTRIBUTION TO BE DISTRIBUTED = \$ 984,698.83**



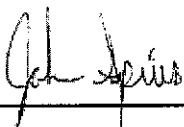
Report of Receipts, Disbursements and Distribution;  
Affidavit  
Notice

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This day THERESA ANNE BUTCHER reported to the Court a Report of Receipts, Disbursements and Distribution; Affidavit for the estate of MARTIN KEITH WINDON, which Report of Receipts, Disbursements and Distribution; Affidavit was filed in the office of the Clerk of the Harrison County Commission on the 14th day of November, 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

United States of America

State of West Virginia



County of Harrison, ss:

Affidavit of Mailing Notice

THERESA ANNE BUTCHER, after being first duly sworn, upon oath states:

1. "I am the duly and acting personal representative of the estate of MARTIN KEITH WINDON."
2. Check one:
- a. \_\_\_\_\_ "I am the surviving spouse or the sole beneficiary and there are no creditors to notify."
- b. ☒ "I mailed by first class mail, postage prepaid or hand delivered on 3/27/2024 (date of mailing) a copy of the "Notice of Administration" to the following: whose names and addresses appear below: **the decedent's surviving spouse, if any; all beneficiaries, if any; the trustee of any trust in which the decedent was a grantor, if any; and all creditors whose claim has NOT been paid in full).**" 44-1-14a(d)

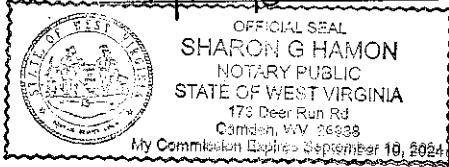
| Name                  | Address                                    |
|-----------------------|--------------------------------------------|
| THERESA ANNE BUTCHER  | 531 COURT AVE, WESTON, WV 26452            |
| JANET WILLIS          | 1740 PARADISE TRAIL, TROY, OH 45373        |
| VIRGINIA GINGER KIRBY | 104 MEADOWLANE AVE, FAIRMONT, WV 26664     |
| JENNIFER SHEETS       | 166 FIVE FORKS RD, FAIRMONT, WV 26554      |
| MALISSA KENNEDY       | 2907 RIVER DRIVE APT D, SAVANNAH, GA 31410 |
| CATHY CONLEY          | 609 QUARTERMAN DR, SAVANNAH, GA 31410      |

Theresa Anne Butcher *executrix*  
THERESA ANNE BUTCHER, EXECUTRIX

STATE OF WV  
COUNTY OF Lewis

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March 2024.

My Commission expires: 9/10/24 Sharon G Hamon



Notary Public

Estate: 11648

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA.

TIMOTHY A WILLIAMS, EXECUTOR  
OF THE ESTATE OF  
TILLMAN LEE WILLIAMS

REPORT OF CLAIMS  
AND REPORT OF  
RECEIPTS,  
DISBURSEMENTS AND  
DISTRIBUTION

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Report of Receipts, Disbursements and Distribution of Timothy A. Williams, Executor/Administrator, and all known heirs and distributees of the estate of Tillman Lee Williams, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 2nd day of November 2025.



Fiduciary Commissioner



United States of America

State of West Virginia



County of Harrison, ss:

ESTATE OF Tillman Lee Williams, DECEASED

Social Security No: 234-78-6001

Date of Death: 05-15-2024

Report of Receipts, Disbursements and Distribution;  
Affidavit

filed by Timothy A. Williams, Executor of the estate of Tillman Lee Williams, 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:         |
|---------------------------|--------------------|-----------------|
| <u>05-15-24</u>           | <u>Truist Bank</u> | <u>7,295.98</u> |
| <u>05-15-24</u>           | <u>West Union</u>  | <u>4,584.24</u> |
| <u>05-2024 to 08-2024</u> | <u>H &amp; G</u>   | <u>9,220.69</u> |
| <u>05-2024 to 10-2024</u> | <u>Easter Gas</u>  | <u>17.41</u>    |
| <u>05-2024 to 09-2024</u> | <u>Antero</u>      | <u>1,486.72</u> |
| <u>05-2024 to 10-2024</u> | <u>Diversified</u> | <u>254.28</u>   |
|                           |                    |                 |
|                           |                    |                 |
|                           |                    |                 |
|                           |                    |                 |
|                           |                    |                 |

TOTAL RECEIPTS: 22,859.32

DISBURSEMENTS: (Paid from Estate Monies/Receipts listed above)

| Date Paid:      | Payable to:                                                          | Amount:                            |
|-----------------|----------------------------------------------------------------------|------------------------------------|
| <u>07-22-24</u> | <u>Davis Funeral Home (Paid from personal Account)</u>               | <u>8,000.00</u>                    |
| <u>06-06-25</u> | <u>Surock Monument (Paid from personal Account)</u>                  | <u>1,096.75</u>                    |
| <u>12-04-24</u> | <u>Varner &amp; Van Valkenberg PLLC (Paid from personal Account)</u> | <u>450.00</u><br><del>700.00</del> |
| <u>03-28-25</u> | <u>Cokeley &amp; Associates (see Attached) ①</u>                     | <u>700.00</u>                      |

## Disbursements Continued

①

| Date Paid             | Payable to                            | Amount   |
|-----------------------|---------------------------------------|----------|
| 06-2024               | IRS estimated taxes                   | 4,000.00 |
| 08-2024               | Doddridge, Harrison, Lewis Tax office | 5,841.48 |
| 08-2025               | Doddridge, Harrison, Lewis Tax office | 1,348.24 |
| 05-2024 to<br>11-2024 | Utility Bills (Electric, phone, Gas   | 2,040.00 |

DISTRIBUTION:

TOTAL DISTRIBUTION:

0

Amy Henderson - Oil & Gas from Francis Williams (Union District)

Edward Williams - Oil & Gas from Francis Williams (Union District)

Timothy Williams - Real Estate  
personal property  
Remaining Monies  
Oil & Gas (Tenmile, Union, Greenbrier)

AFFIDAVIT:

Timothy Williams 10-31-25  
Date

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

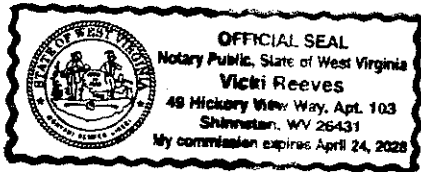
Before the undersigned authority, authorized by law to administer oaths in cases of this character, this day personally appeared Timothy A. Williams, Executor of the Estate of Tillman Lee Williams deceased, who being by me first duly sworn, did depose and say:

That the foregoing Report, dated the 31<sup>st</sup> day of October, 2025, is a true and correct Report of all Receipts, Disbursements and Distributions made by me as Administrator/rix through the 31<sup>st</sup> day of October, 2025.

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2025.

My Commission expires: April 24, 2028. Vicki Reeves

Notary Public



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 \_\_\_\_\_, \_\_\_\_\_.

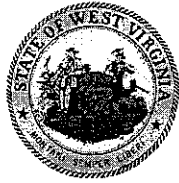
\_\_\_\_\_  
John R. Spires  
Clerk of the Harrison County Commission

By \_\_\_\_\_



United States of America

State of West Virginia



County of Harrison, ss:

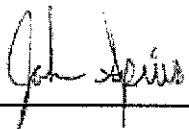
Affidavit and Waiver of Final Settlement  
Notice

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This day TIMOTHY ALBERT WILLIAMS reported to the Court a Affidavit and Waiver of Final Settlement for the estate of TILLMAN LEE WILLIAMS, which Affidavit and Waiver of Final Settlement was filed in the office of the Clerk of the Harrison County Commission on the 5th day of November, 2025 and said estate was published in The Clarksburg Exponent-Telegram on the 4th day of September 2024 and 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. The said Fiduciary is hereby relieved of further duties, the surety on his/her bond is hereby released therefore, the estate is considered closed.

I, John R Spires, Clerk of the Harrison County Commission, do certify that the aforesaid Affidavit and Waiver of Final Settlement, together with the Publishers Certificate's 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

IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA.

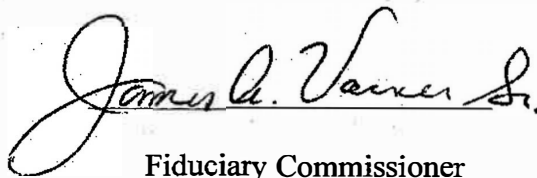
JANET KAY SHEPHERD EXECUTRIX  
OF THE ESTATE OF  
RONALD KAY SHULL

REPORT OF CLAIMS  
AND AFFIDAVIT AND  
WAIVER OF FINAL  
SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is an Affidavit and Waiver of Final Settlement of Janet Kay Shepherd, Executrix, and all known heirs and distributees of the estate of Ronald Kay Shull, deceased, as presented to, received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia, to whom this case was referred, as in such cases made and provided by law.

GIVEN under my hand this 20th day of November 2025.



James A. Varner Sr.

Fiduciary Commissioner

United States of America

State of West Virginia



County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I, JANET KAY SHEPHERD, personal representative(s) in the estate of RONALD KAYE SHULL 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.

JANET KAY SHEPHERD  
EXECUTRIX

Janet Kay Shepherd (L.S.)

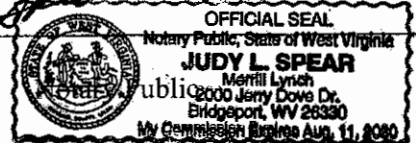
STATE OF West Virginia

COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 20 day of November, 2025

My Commission expires: Aug. 11, 2030

Judy L. Spear



JANET KAY SHEPHERD  
DAUGHTER

Janet Kay Shepherd (L.S.)

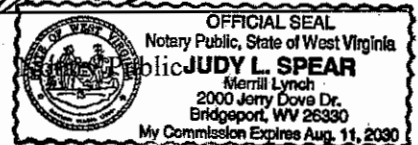
STATE OF West Virginia

COUNTY OF Harrison

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

My Commission expires: Aug. 11, 2030

Judy L. Spear



MICHAEL SHULL  
SON

Michael Shull (L.S.)

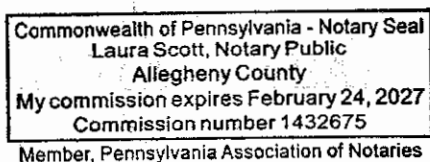
STATE OF Pennsylvania

COUNTY OF Allegheny

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November, 2025.

My Commission expires: 02/24/2027

Laura Scott



Notary Public

THOMAS SHULL

SON

(L.S.)

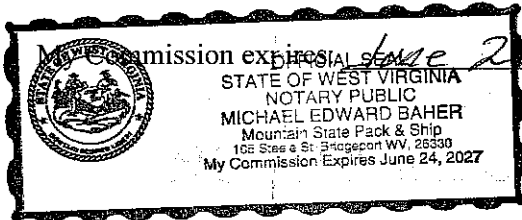
STATE OF

West Virginia

COUNTY OF

Harrison

The foregoing instrument was acknowledged before me this 3 day of Nov, 2025.



Notary Public

MARY WISNIEWSKI

DAUGHTER

Mary Wisniewski

(L.S.)

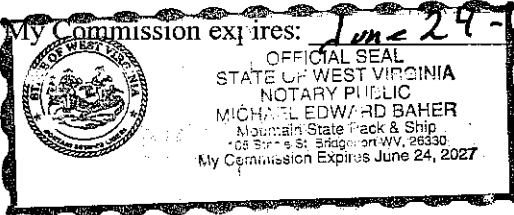
STATE OF

West Virginia

COUNTY OF

Harrison

The foregoing instrument was acknowledged before me this 17 day of Nov, 2025.



Notary Public

RONALD KAYE SHULL AND MARY ANN SHULL RE  
BENEFICIARY

Janet Kay Shepherd (L.S.)

STATE OF

West Virginia

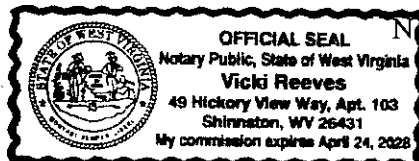
COUNTY OF

Harrison

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2025.

My Commission expires: April 24, 2028

Vicki Reeves



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

John R Spires  
Clerk of the Harrison County Commission

By \_\_\_\_\_

Betty Cochran  
Deputy Clerk



IN THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA.

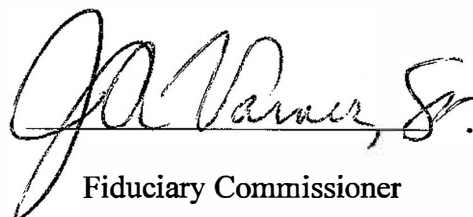
TINA D. FRANCO, EXECUTRIX  
OF THE ESTATE OF  
ELLEN JANE APICELLI

REPORT OF CLAIMS  
AND WAIVER OF  
FINAL SETTLEMENT

TO THE HONORABLE COUNTY COMMISSION OF HARRISON COUNTY, WV:

Pursuant to Chapter 44, Article 2, Section 29, of the Code of West Virginia, the following is a Waiver of Final Settlement of Tina D. Franco, Executrix, and all known heirs and distributes of the estate of Ellen Jane Apicelli, deceased, as presented to and received and approved by James A. Varner, Sr., Fiduciary Commissioner of Harrison County, West Virginia to whom this case was referred, as in such cases made and provided by law:

GIVEN under my hand this 19th day of October 2025.

  
Fiduciary Commissioner

United States of America

State of West Virginia



County of Harrison, ss:

Affidavit and Waiver of Final Settlement

I, TINA D FRANCO, personal representative(s) in the estate of ELLEN JANE APICELLI 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.

TINA D FRANCO  
ADMINISTRATRIX

[Signature] (L.S.)

STATE OF MISSISSIPPI

COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 07 day of October, 2025.

My Commission expires 03/22/2026



[Signature]

Notary Public

TINA D FRANCO  
DAUGHTER

[Signature] (L.S.)

STATE OF MISSISSIPPI

COUNTY OF HARRISON

The foregoing instrument was acknowledged before me this 07 day of October, 2025.

My Commission expires 03/22/2026



[Signature]

Notary Public

KIM E APICELLI  
DAUGHTER

[Signature] (L.S.)

STATE OF New Jersey

COUNTY OF Burlington

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2025

My Commission expires: 9/2/2029



[Signature]

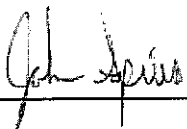
Notary Public

*Please note for dates of death July 13, 2001 or after, any heirs 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

# Enlarged Hepzibah PSD

## Regular Board Meeting

Monday, October 13, 2025

With due notice published and a quorum present, Darlene Swiger called the meeting to order: **ROLL CALL**

**Present**

Darlene Swiger

Fred Martin

Sharon Hamilton

**Employees**

Kevin Short

**1. Approval of Minutes**

**Sharon Hamilton made a motion to approve the Regular Board minutes for Monday September 8, 2025, as read. Fred Martin seconded the motion. All in favor, none opposed and none abstained.**

**2. Signing of the Checks**

**Fred Martin made a motion to approve the Checks Signed Document dated 09/01/2025 through 09/30/2025. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.**

**3. Managers' Report**

**A. Kevin informed the Board that the Public Service Commission has dismissed the show cause hearing for both the Water and Sewer Capital Reserve. Kevin and the Board discussed in detail.**

**B. Kevin presented the Board with the Working Capital Reserve reports for both Water and Sewer for the fiscal year 2025 thru 2026. Kevin discussed in detail and asked for a motion to approve the CWCR document.**

**Fred Martin made a motion to approve the CWCR document as indicated for fiscal year 2025 thru 2026 for both Water and Sewer. Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.**

**C. Kevin informed the Board of a new hire Ayden Cochran for Enlarged Hepzibah PSD, he is replacing Don Menendez. Kevin discussed in detail.**

**D. Kevin discussed the 30-B Pass through from Clarksburg Water Board which will increase annual revenues by approximately \$9,798.00. Kevin and the Board discussed in detail.**

**E. Kevin updated the Board on the upcoming merger between Sun Valley PSD and Hepzibah PSD. He informed the Board that the merger process should start around January or February 2026. Kevin and the Board discussed.**

**F. Kevin presented the Board with the Customer late charge calculations for September 22, 2025 and total amount is \$2,469.70. Kevin and the Board discussed in detail.**

**G. Kevin provided the Board with a copy of the A/P Aging Summary as of September 30, 2025, he also provided the Profit and Loss for July 2025 through September 2025 and the Statement of Cash Flows as of July 2025 through September 2025. Kevin and the Board discussed.**



H. Kevin provided a copy of the Water Loss report for August 2025 through June 2026, with a water loss of 31.82% for the month of September 2025, and he said that we have a 30.96% Adjusted Water Loss year-to-date 2025-2026. Kevin and the Board discussed.

I. Kevin provided the Board with the October and November 2025 Calendars, and discussed.

4. **Next Board Meeting**

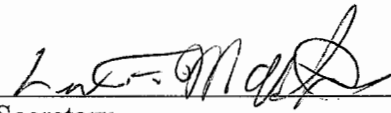
Fred Martin announced the next Board meeting will be November 10, 2025.

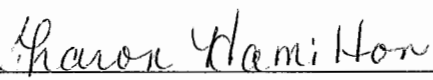
5. **Adjournment**

There being no further business, **Fred Martin made a motion to adjourn the meeting.**

**Sharon Hamilton seconded the motion. All in favor, none opposed and none abstained.**

\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Treasurer

jd

7:00 AM

11/03/25

**Enlarged Hepzibah PSD**  
**A/P Aging Summary**  
 As of October 31, 2025

|                                    | Current          | 1 - 30          | 31 - 60     | 61 - 90         | > 90              | TOTAL             |
|------------------------------------|------------------|-----------------|-------------|-----------------|-------------------|-------------------|
| ACE AGGREGATES                     | 581.39           | 0.00            | 0.00        | 0.00            | 0.00              | 581.39            |
| Ace Hardware                       | 133.10           | 0.00            | 0.00        | 0.00            | 0.00              | 133.10            |
| Advance Auto Parts                 | 40.79            | 0.00            | 0.00        | 0.00            | 0.00              | 40.79             |
| Advantage Computer                 | 1,650.00         | 0.00            | 0.00        | 0.00            | 0.00              | 1,650.00          |
| Bennett & Dobbins PLLC             | 9,069.50         | 0.00            | 0.00        | 1,295.00        | 51,155.71         | 61,520.21         |
| Clarksburg Water Board             | 69.00            | 0.00            | 0.00        | 0.00            | 0.00              | 69.00             |
| Core & Main LP                     | 6,924.66         | 0.00            | 0.00        | 0.00            | 0.00              | 6,924.66          |
| CORKY WELLS ELECTRIC               | 0.00             | 1,560.00        | 0.00        | 0.00            | 0.00              | 1,560.00          |
| Enlarged Hepzibah PSD              | 279.72           | 0.00            | 0.00        | 0.00            | 0.00              | 279.72            |
| Hart Office Solutions              | 30.00            | 0.00            | 0.00        | 0.00            | 0.00              | 30.00             |
| JENKINS FORD, INC                  | 5,192.77         | 0.00            | 0.00        | 0.00            | 0.00              | 5,192.77          |
| PACE ANALYTICAL                    | 448.40           | 0.00            | 0.00        | 0.00            | 0.00              | 448.40            |
| Sun Valley Public Service District | 0.00             | 0.00            | 0.00        | 0.00            | 58,106.56         | 58,106.56         |
| Tepco                              | 4,365.00         | 0.00            | 0.00        | 0.00            | 0.00              | 4,365.00          |
| Tri-State Welding                  | 55.00            | 0.00            | 0.00        | 0.00            | 0.00              | 55.00             |
| US CELLULAR                        | 61.78            | 0.00            | 0.00        | 0.00            | 0.00              | 61.78             |
| <b>TOTAL</b>                       | <b>28,901.11</b> | <b>1,560.00</b> | <b>0.00</b> | <b>1,295.00</b> | <b>109,262.27</b> | <b>141,018.38</b> |

## Enlarged Hepzibah PSD

## Profit &amp; Loss

July through October 2025

|                                      | Jul - Oct 25      |
|--------------------------------------|-------------------|
| <b>Income</b>                        |                   |
| SEWER PROJECT ARPA FUNDS             | 52,443.41         |
| 1500 · Late Fees                     | 3,561.21          |
| 1501 · Metered Sales                 |                   |
| 1571 · Reconnect Fee                 | 36.81             |
| 1501 · Metered Sales - Other         | 148,759.19        |
| <b>Total 1501 · Metered Sales</b>    | <b>148,796.00</b> |
| 1502 · Sewer Taps                    | -350.00           |
| 1505 · Misc Income                   | 1,525.47          |
| 1525 · Interest Income               | 9.53              |
| 4190 · Interest Inc                  | 23.80             |
| 4610 · Metered Water Sales           | 269,091.42        |
| 4700 · Water Late Fees               | 4,712.99          |
| 4741 · Reconnect Fees                | 344.70            |
| 4742 · Water Taps                    | 350.00            |
| 4744 · Misc Water Income             | 200.00            |
| <b>Total Income</b>                  | <b>480,708.53</b> |
| <b>Gross Profit</b>                  | <b>480,708.53</b> |
| <b>Expense</b>                       |                   |
| ARPA Sewer Project                   | 207,946.10        |
| ENLARGED HEPZIBAH PSD                | 961.19            |
| 1700 · Sewer Operation Labor         | 540.00            |
| 1704 · Utilities - Sewer Plant       | 11,628.43         |
| 1725 · Maintenance of Pumps          | 5,364.00          |
| 1726 · Maint of Sewer Plant          | 1,479.82          |
| 1743 · Transportation Expense        | 10,817.80         |
| 1781 · Accounting & Legal            | 10,364.50         |
| 1789 · Petty Cash                    | 200.00            |
| 1790 · Postage                       | 2,407.78          |
| 1791 · Board Salaries                | 1,457.30          |
| 1793 · Supplies                      | 15,231.49         |
| 1794 · Uniforms                      | 921.91            |
| 1795 · Telephone                     | 2,450.09          |
| 1796 · Outside Services              | 11,502.46         |
| 1797 · Misc Expense                  | 604.95            |
| 1798 · Property Insurance            | 12,090.75         |
| 1799 · Advertising                   | 96.94             |
| 1800 · Bank Charges                  | 86.00             |
| 1804 · Regulatory                    | 7,435.99          |
| 1805 · Sludge Disposal               | 260.00            |
| 4081 · FICA                          | 3,959.00          |
| 6020 · Purchased Water               | 58,168.96         |
| 66000 · Payroll Expenses             | 72,148.78         |
| 6661 · Water Testing                 | 1,023.97          |
| 6662 · Power & Fuel                  |                   |
| 6662.1 · HREA                        | 1,824.17          |
| 6662.2 · Mon Power                   | 22.27             |
| 6662.3 · Cardinal Gas                | 59.60             |
| <b>Total 6662 · Power &amp; Fuel</b> | <b>1,906.04</b>   |

6:59 AM

11/03/25

Accrual Basis

## Enlarged Hepzibah PSD

### Profit & Loss

July through October 2025

|                                      | Jul - Oct 25 |
|--------------------------------------|--------------|
| 66900 · Reconciliation Discrepancies | -0.12        |
| 6760 · Maint of Meters               | 354.62       |
| 6770 · Maint of Hydrants             | 4,776.21     |
| 9020 · Meter Reading Expense         | 4,550.00     |
| 9200 · Admin & Board Salaries        | 0.00         |
| 9210 · Office Supplies               | 2,124.20     |
| 9260 · Pensions & Benefits           | 28,969.12    |
| 9290 · Bank Charges Water            | 24.00        |
| Total Expense                        | 481,852.28   |
| Net Income                           | -1,143.75    |



**ENLARGED HEPZIBAH PSD  
DRAWER H**

**3258 MAPLE STREET  
HEPZIBAH, WV 26369**

**Phone: 304-623-2217, Fax: 304-626-3326**

**C-2.**

Darlene Swiger, Chairman  
Fred Martin, Secretary

Sharon Hamilton, Treasurer  
Kevin Short, Interim General Manager

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**NOTICE**

The Regular Board Meeting of the Enlarged Hepzibah Public Service District to be held on Monday, December 8, 2025 at 4:30 PM at the Sun Valley Public Service District's office, located at 18 Sable Circle, Reynoldsville, WV 26422, has been cancelled.

It has been rescheduled for the previous Monday, December 1, 2025 at 4:30 PM at the Sun Valley Public Service District's office, located at 18 Sable Circle, Reynoldsville, WV 26422.

Thank you,



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Kevin Short,  
Interim General Manager

**Enlarged Hepzibah Public Service District  
Regular Board Meeting**

**Monday  
December 1, 2025  
4:30 PM**

**AGENDA**

1. Call meeting to order
2. Reading of the Minutes, Approval of Check Signing Document and CWCR Document
3. Manager's Report
4. Old Business
5. New Business
6. Public Comments
7. Adjournment

**THIS MEETING WILL BE HELD AT SUN VALLEY PUBLIC  
SERVICE DISTRICT'S OFFICE, LOCATED AT 18 SABLE CIRCLE,  
REYNOLDSVILLE, WV 26422**

**PLEASE NOTE THAT THE TIME OF THIS  
MEETING HAS BEEN MOVED UP FROM  
THE USUAL TIME OF 4:30 PM TO 11:00 AM**

**Phone:** 304-745-3463**Fax:** 304-745-5327**www.greaterharrison.com**

At the regular meeting of Greater Harrison County PSD held on Thursday October 16, 2025, Chairman James Scudere, Treasurer Ruth Ann Messenger, Member Gary Auvil, Member Thomas Michael and Secretary Raymond Leonard. Also present were Bill Hoover, General Manager, Matt Evans, Assistant Manager, Zack Dobbins of Bennett and Dobbins, Kylea Radcliff and Cody Turner of Thrasher Engineering.

1. Minutes and/or Amended Minutes of Previous Meetings: Leonard moved to approve minutes. Board concurred.
2. Public Comment Period: Dave Oliverio representing as the mayor of concerned citizens on costs.
3. Patrick Lesmann – P&B Services provided by Bill Hoover  
General update – No issues currently.
4. Finance Report provided by Ruth Ann Messenger  
Leonard moved to approve financial transactions. Board concurred.  
Dobbins presented details on August expenses. We will have to work on water rate increase based on Clarksburg Water Board recent announcement.
5. Zack Dobbins – Bennett and Dobbins
  - 5.1 Drawdown #9 for Wood Stock Project presented. Auvil moved to approve as presented. Board concurred.  
Drawdown #11 for Overall Water Project presented. Leonard to approve as presented. Board concurred.  
Drawdown #10 ARPA #24 Quiet Dell Sewer Project presented. Leonard moved to approve as presented.  
Board concurred.  
Dobbins provided information on rate increase necessary due to Clarksburg Water Board increase. Water side would be looking at a 7.2% increase. If board approves a meeting will be set up with Harrison County Commission. Also reviewed sewer especially with the PEIA insurance, hiring of another person and expanded area, this increase would be approximately 3.5%. Michael moved to authorize Zack Dobbins to contact Harrison County commission with regard to the rate increase. Board concurred.
6. Thrasher Group, Inc. provided by Kylea Radcliff
  - 6.1 Sewer
    - 6.1.a Quiet Dell
      - Construction Update – The plant is making progress. All 41 caissons are in with the deepest being 18'. They have started work on the foundation. The majority of the trunk lines are installed as well as the pump stations. Plant is approximately 20% complete and the line work is approximately 35% complete. Presented Breckenridge change order for piping Deduct and material for permanent casing. Due to material and drilling a steel casing was necessary. Recommended casing down to the clay layer. Original request was for time and material; we declined request for payment on time. Michael motioned to deny the change order. Board concurred.
    - 6.1.b Woodstock Heights Sanitary Sewer Extension Project
      - Work with exception of fence and gas line is complete. They are starting to refill with the ground water. We do have a final quantity change order #3 due to sludge removal. Leonard motioned to approve change order #3. Board concurred.
    - 6.1.c River Crossings
      - 125 mussels will be collected and relocated up stream. The work will begin in May of next year. Everything has been submitted to the EPA. We will proceed with the design work and design documents. We hope to bid 1<sup>st</sup> quarter of next year.

6.1.d 10-year Plan Sewer

- Documents provided noting all items previously discussed. Detail provided on areas included in 10-year plan for sewer extensions. Also includes access road to plant, expanding office and pond #1 at plant.

6.2 Water

6.2.a Overall Water Project

- Construction Update – Contract #1 moving along as scheduled, approximately 42% complete. Reconnects are beginning. Contract #2 Coon's Run is at 74% complete. There will be some quantity under runs. They are working on service reconnects. Contract #1 change order #2 for bid additive alternate 3, additional water line for QD Plant, another bid item for steel casing and boring jacks. Leonard motioned to approve as presented. Board concurred. Contract #2 change order #3 for compensation on repairing Town of Monongah vault and access. Michael motioned to approve as presented. Board concurred.

6.2.b Buffalo Lake Road Water Line Extension

- Included in 10-year plan

6.2.c 10-year Plan Water

- Documents provided noting all items previously discussed. Details provided on water line extensions and line replacement.

7. Bill Hoover – General Manager

7.1 Water

7.1.a 19% Overall - Lost Creek Mount Clare was at 26%, Valley of Good Hope at 11%, and Quiet Dell at 19%. Coon's Run was at 31%.

7.1.b Water Leak Report – Lost Creek Mount Clare had 4 main and 4 service line breaks. Valley of Good Hope and Quiet Dell had 1 main and 1 service line break.

7.1.c Painting of the fire hydrants continues. Greg continues to work on leak detection, making great progress. in Lost Creek/Mount Clare. Sanitary Survey has been complete, and we will receive minor deficiencies.

7.2 Sewer

7.2.a The liner has been repaired in

The pond at plant. There are some small spots that can be repaired in-house.

7.3 Good of the district

7.3.a Another attorney representing the DNR has contacted us to renegotiate our prior offer for public access ramp. With costs associated it is recommended that they either accept the original offer or withdraw agreement.

8. Sam Harold – Mountain State Law

8.1 Not available

9. Executive Session

9.1 Not needed

The next meeting will be held on November 20, 2025. Scudere moved to adjourn meeting. Board concurred.

Chairman James S. Scudere  
James Scudere

Treasurer Ruth Ann Messenger  
Ruth Ann Messenger

Secretary Mark Leonard  
Mark Leonard

Member Thomas Michael  
Thomas Michael

Member Gary Auvil  
Gary Auvil



**SUN VALLEY PUBLIC SERVICE DISTRICT**  
**POST OFFICE BOX 95**  
**18 SABLE CIRCLE**  
**REYNOLDSVILLE, WV 26422-0095**  
Phone: 304-623-9609, Fax: 304-623-3505  
E-Mail: [sunvalleypsd@sunvalleypsd.com](mailto:sunvalleypsd@sunvalleypsd.com)  
Website: [sunvalleypsd.com](http://sunvalleypsd.com)

C-5.

Richard Dale, Chairman  
Connor Thompson, Treasurer

Sandra Patterson, Secretary  
Kevin Short, General Manager

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## **NOTICE**

The Regular Board Meeting of the Sun Valley Public Service District to be held on Tuesday, December 9, 2025 at 3:30 PM at the Sun Valley Public Service District's office has been cancelled.

It has been rescheduled for the previous Tuesday, December 2, 2025 at 3:30 PM at the Sun Valley Public Service District's office, 18 Sable Circle, Reynoldsville, WV 26422.

Thank you,



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Kevin C. Short, General Manager



**Sun Valley Public Service District  
Regular Board Meeting**

**Tuesday  
December 2, 2025  
3:30 PM**

**AGENDA**

1. Call meeting to order
2. Reading of the Minutes, Approval of Check Signing Document and CWCR Document
3. Manager's Report
4. Old Business
5. New Business
  - A. Review & Approve 15<sup>th</sup> Payment Request for Phase III-A Sewer Collection System Upgrades Project from ARPA Funds.
  - B. Review & Approve 11<sup>th</sup> Payment Request for Phase III-B Sewer Collection System Upgrades Project
  - C. Review, Discuss & Approve Agreement Regarding Lake Floyd's DEP Permit
6. Public Comments
7. Adjournment