

ORDERS—Mason County Commission, W. Va.

TERMS _____

SEP 04 2025

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99

THE COUNTY COMMISSION OF MASON COUNTY met in the Commission room of the courthouse on Thursday, September 4, 2025, at 2:00 p.m. in regular session. Present were Rick Handley, President; Sam Nibert, Commissioner; Chris Johnson, Commissioner; and Jason Bechtle, Administrator.

Rick Handley called the meeting to order.

Upon motion by Johnson and unanimous agreement, the Commission went into executive session to discuss personnel matters. Upon motion by Nibert and unanimous agreement, the Commission returned to regular session.

Rick Handley gave the opening prayer and led the Pledge of Allegiance.

Mason County Emergency Manager Matt Gregg appeared before the Commission in support of making a Preparedness Proclamation. Upon motion by Johnson and unanimous agreement, the Commission approved and executed the Preparedness Proclamation, a copy of which is attached.

Mason County Litter Control Officer Steve Cavender appeared before the Commission regarding a dilapidated property determination. A copy of his report and recommendations are attached. Upon motion by Nibert and unanimous agreement, the Commission deemed 42 Sterling Street, Mason, West Virginia to be a dilapidated property and ordered it condemned.

Chief Deputy Chris Zerkle presented a quote from Safariland for a level 3A ballistic bullet proof vest and advised that they want to purchase 21 in total. Upon motion by Johnson and unanimous agreement, the Commission approved \$27,300 to be paid from Opioid funds to Safariland for the purchase of the bullet proof vests.

Upon motion by Nibert and unanimous agreement, the Commission approved Estate Appointments, Affidavits for Small Estates, Orders Appointing Fiduciary Commissioners, Waivers of Final Settlement, Reports of Receipts and Disbursements and Commissioner's Reports of Claims and Final Settlement, which are attached hereto.

Upon motion by Johnson and unanimous agreement, the Commission minutes from the previous meeting were approved with no omissions or corrections thereto.

The Commission executed the Bills and Purchase Orders as required.

Upon motion by Nibert and unanimous agreement, the Commission approved the hire of Adrian Monroe to a C3 Transport Paramedic position with the EMS effective September 16, 2025.

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Upon motion by Nibert and unanimous agreement, the Commission approved the new hire of Dakota Dunlap as a C Shift Supervisor effective September 16, 2025.

Upon motion by Nibert and unanimous agreement, the Commission approved the new hire of Josh Towe as a Reserve Deputy with the Sheriff's Department.

Upon motion by Nibert and unanimous agreement, the Commission approved and signed the representation letter and post audit conference material for the FY 24 audit.

The Commission signed the Lease Agreement to the Town of New Haven regarding the 17.6 acres (including two ball fields and horse ring), a copy of which is attached, the same having been approved at the August 21, 2025 meeting. However, the August 21, 2025 minutes erroneously stated the Commission was "giving" the property to New Haven when, in fact, the Commission approved **LEASING** the property.

Nibert reminded the Commission of the upcoming 9-11 Ceremony to be held at the River Front at 8:30 a.m. on September 11, 2025.

The Commission instructed that the sale of the Beech Hill property be placed on the October 9, 2025 Agenda.

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THE COUNTY COMMISSION OF MASON COUNTY**COURTHOUSE - 200 SIXTH STREET SUITE 2
POINT PLEASANT, WEST VIRGINIA 25550****PROCLAMATION OF THE MASON COUNTY COMMISSION****Declaring September 2025 as Preparedness Month**

WHEREAS, the safety and security of Mason County residents is of utmost importance to the Mason County Commission; and

WHEREAS, emergencies and disasters—whether natural, technological, or man-made—can strike at any time, posing significant threats to lives, property, and community well-being; and

WHEREAS, preparing individuals, families, businesses, and communities before disaster strikes saves lives, reduces injuries, and minimizes property damage; and

WHEREAS, the U.S. Department of Homeland Security and the Federal Emergency Management Agency (FEMA) have designated September as National Preparedness Month to encourage all Americans to take steps to prepare for emergencies in their homes, schools, workplaces, and communities; and

WHEREAS, Mason County's emergency management officials, first responders, public safety partners, schools, and volunteer organizations work diligently year-round to plan for, respond to, and recover from emergencies; and

LEO AFFIRMATIVE A. NOVEMBER

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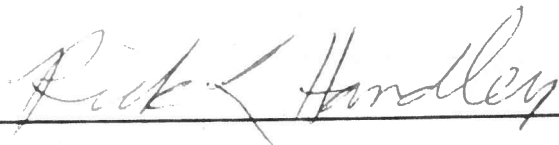
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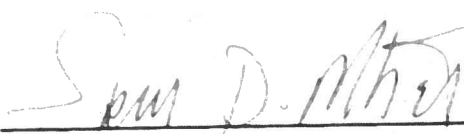
WHEREAS, it is vital that all Mason County residents know the risks they face, make a family emergency plan, build an emergency supply kit, stay informed, and get involved in preparedness activities;

NOW, THEREFORE, BE IT RESOLVED that the Mason County Commission does hereby proclaim September 2025 as Preparedness Month in Mason County, West Virginia, and urges all citizens, businesses, and institutions to take time to prepare themselves and their loved ones for potential emergencies by becoming informed, making a plan, and building resilience in our community.

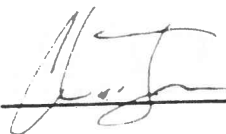
ADOPTED this 4th day of September 2025.



Rick L. Handley, President

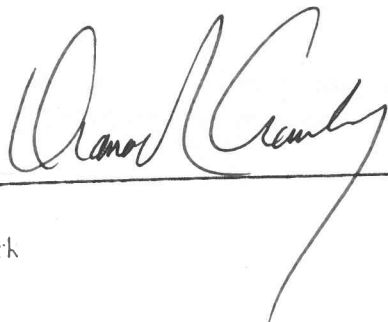


Sam D. Nibert, Commissioner



Chris A. Johnson, Commissioner

Attest:



County Clerk

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STEVE CAVENDER
LITTER CONTROL OFFICER



200 SIXTH STREET
POINT PLEASANT, WV 25550
304-593-0329
masoncountylittercontrol@yahoo.com

MASON COUNTY LITTER CONTROL

Sept. 2nd, 2025 4:00 pm

Members Present

Jeremy Bryant - Chairman
Vickie Bale - Secretary
Lisa Stepp - Absent
Steve Cavender – Litter Control
Corey Miller - Sheriff
Jordan Moore - Sanitation
Randy Searls

Commissioners present

Sam Nibert

- Discussion on the property at 42 Sterling Street, Mason WV
 - This property is still in estate from 1996
 - There are two daughters who are heirs, one lives local the other out of state
 - There is currently no grant money to help clean up this property, therefore the estate will be notified of financial responsibility.
 - The committee recommended to condemn this property and move forward with the process to get it cleaned up.
 - Jeremy Bryant made the motion to recommend condemning the property and Randy Searls 2nd the motion. The committee was unanimous in its decision.
 - Steve Cavender will send out notifications to the heirs.
- Steve said the committee will be notified if further discussion is needed and also to inform us of when a meeting will be needed next.
- Jeremy Bryant adjourned the meeting at 4:32

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EXHIBIT A

**CITIZENS COMPLAINT FORM
REGARDING PROBLEMS ASSOCIATED WITH
UNSAFE BUILDINGS AND LANDS
IN MASON COUNTY**

1. Citizen Making Complaint

Name:

Rita K. Cadle

Address:

45 High Street

Clifton, W.V 25260

Telephone:

304-812-7118

2. Location of property with potential hazardous condition

(Street address or other description)

High Street
Clifton, WV
252603. Name of property owner (if known):Kandy Hammack
and other responsible
party4. Describe the scope and nature of any hazardous conditions on this property which threatens the public health, safety or welfare of the public.

Very dangerous & very Hazard to my home & Surrounding Areas. It is creating Rodents, Rats, other animals. The whole place is falling in and its very dangerous. unhealthy unsafe TO Community. my home is right beside it. There's Junk laying everywhere Behind Mason County Commission Courthouse Building 200 6th Street Point Pleasant, WV 25550. It is something Needs done. It Needs to be Tore Down and all Dump Things Weeds Everywhere cleaned up. She will not work

Attention: Mason County Unsafe Buildings and Lands Enforcement Agency

It needs Completely Tore Down, if child would go there it would

also Taken over Weeds cleaned up. She will not work

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MASON COUNTY UNSAFE BUILDINGS AND LAND COMPLAINT**DATE: 08/06/2025****LANDOWNER: Lora V. Anderson Heirs c/o Kandy Hammack****PROPERTY ADDRESS: 42 Sterling Street Mason, WV 25260****PROPERTY DESCRIPTION: Parcel: 26-16-0005-0155-0003 DB 173 Page 463****DESCRIPTION OF COMPLAINT: Dwelling issues, Trash, Rodents, Vegetation, Safety Hazards****DATE LAST INSPECTED: 08/06/2025****INSPECTED BY: Steve Cavender, Litter Control Officer****NOTES:**

- Property is vacant and the structure presents multiple hazards due to declining condition
- The structure is not secured and has a partial roof collapse
- There is trash, litter and high grass and weeds throughout the property
- The property and structure are not being maintained properly
- The property poses a high risk of squatters and children entering the property and structure leading to injuries, fires and other issues
- The property poses a high risk of rodents, snakes and other insects

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- The property poses a high risk to First Responders
- Per the public records of the County Clerk the estate of Lora V. Anderson has not been settled.
- The Administratrix of the Estate is Kandy Hammack (daughter), a resident of Mason, WV.
- The heirs of record are Kandy Hammack (daughter) and Rhonda K. Neal (daughter)

RECOMMENDATION:

- To condemn the property as per the County Ordinance

Steven L. Cavender**Mason County Litter Control Officer**

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MASON COUNTY LITTER CONTROL
SURVEY OF VACANT AND DILAPIDATED PROPERTYSurvey Completed by: STEVE CAYENOEK
Property Address: 42 STERLING ST
MASON, WV 25260Survey Date: 8-6-2025
Parcel Number: 26-16-0005-0155-0003
Latitude / Longitude: N/A

Vacant (circle one): Yes / No / Unsure (Vacant lots not intentionally serving a purpose as open space are "vacant")

PROPERTY DESCRIPTION

Type (circle one):

- ☒ Single family
- ☐ Duplex side-by-side
- ☐ Duplex up and down
- ☐ Multi-family units
- ☐ Commercial
- ☐ Mixed Use commercial/residential
- ☐ Vacant lot
- ☐ Other (specify)

Additional Data:

Neighborhood: RESIDENTIALBuilding square footage: 924Lot square footage: 0.20/ACDate Built: 1920Date it became vacant: UNKNOWN

On historic registry list? Y / N

Active building permit? Y / ☒ NConstruction in progress? Y / ☒ N**STRUCTURE CONDITIONS CHECKLIST****Building Frame/Structure:**

- ☐ No problems
- ☐ Minor: Building is not leaning, but foundation is in need of minor repairs. Wall structure (such as wood studs) exposed but undamaged.
- ☒ Major: The building is not straight – leans or tilts. The foundation is in need of major repair or is missing a lot of materials. Wall structure (such as wood studs) exposed and damaged or deteriorated.

Roof/Chimney/Gutters:

- ☐ No problems
- ☐ Minor: Minor deterioration; Improper roof repair; Some mortar missing from chimney; gutters in need of repair.
- ☒ Major: A lot of deterioration, missing material, holes in roof, or sagging roof. Significant mortar or bricks missing from chimney or chimney is leaning.

Windows/Doors:

- ☐ No problems
- ☐ Minor: Window frames or sills need restoring, or paint is peeling.
- ☒ Major: Windows missing, missing panes, wood sashes are rotting to pieces; doors missing or rotted.

Siding/Veneer/Paint:

- ☐ No problems
- ☐ Minor: Some peeling or cracking paint; brick mortar needs repointing but intact.
- ☒ Major: Building missing many bricks; significant amount of siding is deteriorated or falling off.

Porch/Entrance Overhang:

- ☐ No problems
- ☐ Minor: Minor separation of porch / overhang from building; porch / overhang sagging; paint needed.
- ☒ Major: Significant deterioration; steps missing; supports rotted or failing; partial collapse.

Definitions of Structure Conditions (read all then circle one):

Good: The building looks structurally sound and well maintained. It needs no more than two minor repairs. It is not leaning or tilted and the foundation is in good shape. The building may need some general maintenance, such as painting.

Fair: The building is structurally sound, and may need three or more minor repairs, but no more than one major repair. The building could be rehabilitated fairly inexpensively to improve its

rating.

Poor: The building may not be structurally sound, and needs two or more major repairs. The building may have broken windows or the porch may look like it is falling off the structure. Major repairs need to be made for this building to be safe, adequate housing.

Should be demolished: This building is not structurally sound and should not be lived in. It may have fire damage or it may be leaning.

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DEFINITIONS OF VACANT LOT CONDITIONS (real all then circle one): *N/A*

Good: Vacant lot is regularly maintained; no significant dangers to the public. No debris or trash.

Fair: Vacant lot is sometimes under maintained; Minor scattered debris such as bricks or large rock.

Poor: Vacant lot has high grass or undesired shrubs. Rarely if ever maintained; Significant trash and debris in piles; Debris or other site elements create significant danger for trespassers.

Owner Name LORA V. ANDERSON HEIRS, C/O KANDY HAMMACK
Address 21009 OHIO RIVER RD APT 2 MASON WV 25260
Phone 304-377-3630 Email N/A

VACANT BUILDING INDICATORS

The following are indicators of whether or not a property is occupied. A vacant lot is easy to judge, but buildings may have occupants despite the presence of more than one indicator. The more indicators there are, the more likely it is that the building is not occupied. Circle each indicator that applies.

1. There is a posted notice on the door or windows of the building.

Note: *NONE*

2. The building is boarded up. Note if one or more floors are boarded up.

Note: *NOT BOARDED UP*

3. Yard maintenance has been severely neglected.

Note: *YES, TRASH + HIGH WEEDS*

4. Excessive mail is piling up at the doorstep or mailbox.

Note: *N/A*

5. "For Sale" signs may be a sign that a property is unoccupied. Be vigilant about property auctions.

Note: *N/A*

6. The building is missing key structural components such as doors and windows.

Note: *MULTIPLE STRUCTURAL ISSUES WITH DWELLING*

7. The building is burned out or shows significant deterioration. Major parts may be exposed to the elements.

Note: *OPEN DOOR, BROKEN WINDOWS, ROOF PARTIAL COLLAPSE*

8. The building has been significantly vandalized.

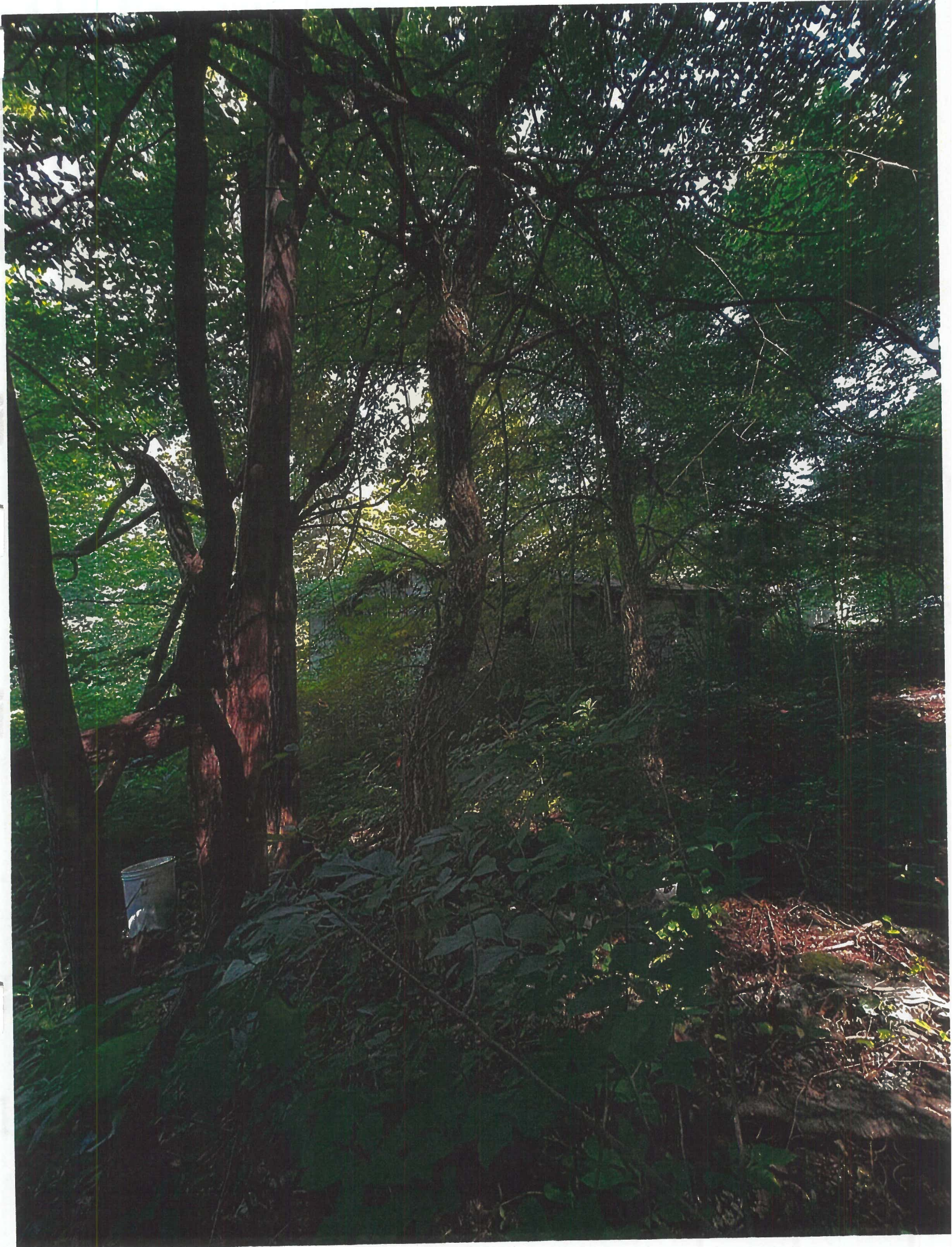
Note: *UNKNOWN*

9. Note here any additional factors:

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CASIO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 7393D-99



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LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this on September 4th, 2025, between the **Mason County West Virginia Commission**, a political subdivision of the State of West Virginia ("County"), and the **Town of New Haven, West Virginia**, a municipal corporation in Mason County organized under the laws of the State of West Virginia ("Town").

The County and the Town may be referred to collectively as the "Parties" and individually as a "Party."

1. GRANT OF LEASE

The County leases to the Town the following property:

1. Legal Description: 17.6 Acres O R B
2. Parcel ID: 26-05-0147-0134-0002
3. Deed Book and Page: 262 / 703

At the time of this Agreement, the property primarily consists of two baseball/softball fields and a horse ring.

For more details, go to: <https://mapwv.gov/Assessment/Detail/?PID=26050147013400020000>

2. TERM OF LEASE

The term of this Lease shall commence on October 1, 2025, and end on October 1, 2026, a one-year term.

The Town shall have the unilateral and exclusive right to renew this Lease at the conclusion of each Term for successive one (1) year renewal periods (each, a "Renewal Term"), on the same terms and conditions set forth herein. This right shall be automatic and self-executing unless the County shows that renewal would cause the County undue hardship as determined by a court of competent jurisdiction.

If the County intends to object to renewal due to undue hardship, It must deliver written notice of termination to the Town no later than sixty (60) days prior to the applicable renewal date. Upon receipt of such notice, the Town shall have seven (7) days to deliver written notice exercising its right to renew and rebutting the County's claim of undue hardship. If such notice is timely delivered by

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the Town, the Lease shall renew notwithstanding the County's objection, unless a court of competent jurisdiction finds undue hardship. *See also Section 8 (Improvements) for terms regarding improvements in the event of a non-renewal.*

Notwithstanding the renewal provisions, the Parties may modify the terms and conditions of the Lease, in writing and by mutual agreement, at any time during the leasehold period.¹

3. RENT

The consideration for this Agreement is as follows:

1. The Town shall pay the County \$1.00 per year on October 1;
2. The Town shall maintain the property in compliance with relevant state and local statutes and ordinances, e.g., mowing and keeping the property safe from defects; and
3. The Town shall use the property for a beneficial public purpose.²

4. USE OF PREMISES

The Premises shall be used for a beneficial public purpose. Examples include, but are not limited to, government and administrative services, emergency and public safety, education and community engagement, recreation and public health, and infrastructure and utilities.

5. MAINTENANCE AND UTILITIES

The Town shall be responsible for structural maintenance, routine upkeep, and all utilities that are installed on the property, including any current or future improvements made by the Town.

6. IMPROVEMENTS

¹ Pursuant to W. Va. Code § 8-12-18, a lease period cannot exceed 50 years.

² Specific statutory text from W. Va. Code § 8-12-18(a) that supports the principle that a municipality may lease property to another government entity for an adequate consideration and for a public purpose, even if the property's current market value is not the controlling factor:

"Every municipality ... is authorized to sell, lease as lessor, or dispose of any of its real or personal property ... to the United States of America ... or to the state or any agency or instrumentality thereof, for a public purpose for an adequate consideration, without considering alone the present commercial or market value of such property"

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The Town may install any improvements to the property consistent with applicable laws and regulations.

If the County (1) shows undue burden (determined by a court of competent jurisdiction), (2) terminates the Lease, and (3) retakes the property with the intent to use or sell the property to benefit the County, then the County must pay the Town the value of the improvements calculated at the time of the Lease termination. For example, if the County showed undue hardship and terminated the Lease, then retook the property to use in the same or similar manner most recently used by the Town, the County shall pay the Town the value of the improvements. However, if the County showed undue hardship and terminated the Lease, then retook the property to use for an essential public service other than financial gain, the County would not be required to compensate the Town for the improvements.

7. ASSIGNMENT AND SUBLETTING

If the Town assigns or subleases the property, it must comply with all applicable requirements, including the provisions of W. Va. Code § 8-12-18 (public notice and hearings).

8. INSURANCE

The Town shall maintain general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate to cover the insured property or any activities by the Town or a sub-lessee. The Town shall take all necessary steps to assure that the property and activities occurring on the property are insured pursuant to W. Va. Code § 29-12A.³

9. INDEMNIFICATION

The Town agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, including

³ The relevant language from W. Va. Code § 29-12A 16(a):

"A political subdivision may use public funds to secure insurance with respect to its potential liability and that of its employees for damages in civil actions for injury, death or loss to persons or property allegedly caused by an act or omission of the political subdivision or any of its employees, including insurance coverage procured through the State Board of Risk and Insurance Management. The insurance may be at the limits for the circumstances, and subject to the terms and conditions that are determined by the political subdivision in its discretion."

The relevant language from W. Va. Code § 29-12A-16(b): "Any political subdivision may establish and maintain a self-insurance program... or any group of two or more political subdivisions may establish and maintain a self-insurance pool..."

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claims for personal injury, death, or damage to personal property or profits, however allegedly caused, resulting directly or indirectly from, or arising out of, the Town's use or operation of the property.

10. ENTRY AND INSPECTION

The Town shall permit access to the property or any part to the County and its employees, agents, and representatives. The access shall be afforded at all reasonable times for the purpose of inspecting the property to assure activity on the property does not violate any applicable laws or regulations.

11. LIENS

The Town shall not permit any lien or other claim or demand to be enforced against the property due to the Town's use of the property. The Town agrees to immediately notify the County of any notice of lien, claim, or demand. Mechanics' liens or other claims that affect or may affect the County's title that are caused by acts or omissions of the Town and that are not removed or corrected, or are not corrected as soon as reasonably practicable, shall constitute a default and shall entitle the County to terminate this Agreement upon ten (10) days' written notice.

12. TERMINATION

Either Party may deliver written notice of termination no later than sixty (60) days prior to the end of the applicable renewal date. If the County delivers a notice of termination to the Town, the provisions of Section 2 (Term of Lease) are triggered with respect to automatic renewal.

13. DEFAULT

In the event rent payments are not paid on time, or the property is used or permitted to be used contrary to the provisions of this Agreement, the County may retake the property and hold the Town liable for any damages or losses which may arise from the default.

If any Party defaults in the performance of any of its obligations under this Agreement, the non-defaulting Party shall notify the defaulting Party of the default, and the defaulting Party shall have thirty (30) days after receiving such notice to cure the default. If the defaulting Party is not reasonably able to cure the default within a thirty (30) day period, the defaulting Party shall have an additional reasonable period of time to cure the default as long as the defaulting Party commences

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the cure within the thirty (30) day period and thereafter diligently pursues the cure to completion. In the event of a default by the defaulting Party which is not cured after notice and within the applicable cure period, the non-defaulting Party shall be entitled to exercise all remedies at law and in equity.

14. WAIVER

It is agreed that the waiving of any of the terms of this Agreement by either Party shall be limited to the particular term and shall not be deemed to waive any other provisions in the Agreement.

15. GOVERNING LAW

This Lease shall be governed by the laws of the State of West Virginia.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties and may only be amended in writing signed by both Parties.

The Parties have executed this Lease Agreement as of the date first above written.

COUNTY: Mason County Commission

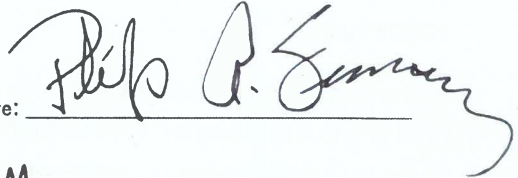
Signature:



Title:

Commission President**TOWN: Town of New Haven, West Virginia**

Signature:



Title:

Mayor

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Commission Meeting September 4, 2025

ESTATE APPOINTMENTS

BRIELLE PERRY RIMMEY
RANDALL GLEN CHAPMAN
BONNIE K THOMAS

FINAL SETTLEMENT

RAY EMMONS EADS

AFFIDAVIT AND WAIVER OF FINAL SETTLEMENT

LOIS IRENE GIBSON
KARL A KEBLER JR
ELIZABETH A THOMAS

FIDUCIARY COMMISSIONER ORDER

DIANE ELIZABETH EPLING

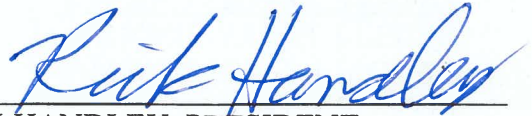
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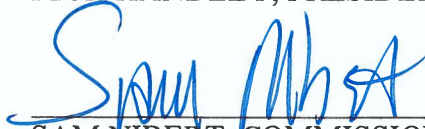
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Upon motion by Handley and unanimous agreement, this meeting was adjourned.



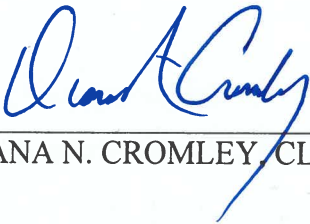
RICK HANDLEY, PRESIDENT



SAM NIBERT, COMMISSIONER



CHRIS JOHNSON, COMMISSIONER



DIANA N. CROMLEY, CLERK