

Barbour County Commission Meeting
December 1, 2025
Work Session
4:00pm

DAVID STRAIT COMMISSION PRESIDENT, JEDD SCHOLA COMMISSIONER, BOB RICHARDSON
COMMISSIONER, SHANA FREY COUNTY ADMINISTRATOR

Kim Lewis

David Strait called the work session to order.

Bob Richardson discussed Triplet & Triplet LLC's interpretation of the Barbour County Fairgrounds deeds. The attorney's review included a summary of the deed terms and their effect, as well as an opinion regarding the current enforceability of the agreed-upon terms and restrictions. The opinion is attached to the work session minutes.

Promotional opportunities and surveying community interest was discussed.

Next steps include agreeing what is in the deeds and revising the rules and regulations.

The work session was adjourned at 4:55pm.

TRIPLETT & TRIPLETT, P.L.L.C.

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**December 1, 2025
*Via hand-delivery***

**Mr. Robert W. Richardson
Commissioner, Barbour County Commission
26 N Main St.
Philippi, WV 26416**

Dear Commissioner Richardson:

You have asked me to review and interpret the three deeds from the Gordon and Melvina Poston to the County Court of Barbour County, West Virginia ("the Commission") and provide you with the following:

- A summary of the terms and effect of those deeds; and
- an opinion as to the current effectiveness of the agreed terms and restrictions contained in those deeds.

Please see below:

Deed 1 at Deed Book 259, at Page 461, executed on 12/31/1975.

At a cost of \$90,000, Gordon Posten and Melvina Posten, husband and wife, (collectively, "the Posten's") conveyed 185 acres, more or less, underlying the Barbour County Fairgrounds and surrounding area, to the County Court of Barbour County, West Virginia ("the Commission"). The deed describes seven different tracts, less certain exceptions and outconveyances, that make up the 180 acres. From these seven separate tracts, the Posten's reserved and excepted from this conveyance a 3.7-acre piece of land, which is depicted on the attached plat of survey. The resulting real estate conveyed to the Commission shall be referred to as "the subject property." Additionally, in the deed, the Posten's reserved unto themselves the following rights:

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1 - the right to lay a gas line.**

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2 – reserved unto themselves an ownership interest in $\frac{1}{2}$ of all oil and gas underlying the property; ownership rights to the Posten's, their heirs or assign's; also, the Posten's would receive gas for one dwelling house.

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3 – the Posten's reserved the right to themselves to use the existing gas well for one year, to give them the opportunity to drill a new well. They also reserved to themselves the septic tank and drain field, which is made for the use of the dwelling house.

4 – They reserved all coal for themselves.

5 – They reserved to themselves the right to remove all trees that were blown to the ground due to high winds in 1974.

6 – The Commission had the responsibility to maintain and preserve all buildings on the property.

7 – The Commission's use of the land shall be limited to "park ground and fair ground purposes only." The restrictions further provided that "no alcoholic beverages of any type including beer shall be sold on the premises."

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8 – This is a "reversion" clause, which provides that, in the event that the Commission failed to comply with the provisions of the deed, the Posten's would have the right to take possession and ownership of the land for the price of \$45,000; this provision provides terms for the payment of the money in exchange for a special warranty deed from the Barbour County Commission.

Deed 2 at Deed Book 296, at Page 319, executed on 8/9/1982

For consideration of \$30,000 paid by the Commission to Gordon and Melvina Posten, the Posten's agreed to "forever waive, cancel, annul, release grant and declare of no further force and significance" the last four terms (5, 6, 7 and 8) set forth in the aforementioned deed (259/461).

This deed also describes the Commission's application for Federal assistance from the Land and Water Conservation Fund for the development of the subject property, along with a term that the Commission would have to comply with certain provisions of the Land and Water Conservation Fund.

Deed 3 at Deed Book 296, at Page 324, executed on 8/9/1982 and filed contemporaneously with the deed of record at 296/319.

In this deed, the Posten's and the Commission set forth additional agreed terms that restricted the Commission's future use of the subject property. Some of those terms run with the land into perpetuity, while others expire upon the death of the last living member of the Posten family (Gordon Posten, Melvina Posten and their four children). Those agreed terms do the following:

1. prohibit the sale of alcohol on the subject property (during the lifetimes of the Posten's or their children);

2. prohibit the Commission from selling or transferring any portion of the subject real estate (during the lifetimes of the Posten's or their children);
3. setting forth requirements for the negotiation of any oil/gas lease in the future;
4. providing for the access that the Posten's, their children and "any member of their immediate family" shall have to the property; the owners of the oil/gas rights will have access to inspect any oil/gas wells on the subject property;
5. confirming the Commission's ownership of the property and "absolute control" over its operation and maintenance; addresses priority of scheduling events and compliance with applicable rules and regulations;
6. restrict the future construction of permanent structures on the property (during the lifetimes of the Posten's or their children);
7. address rights of the owners of the oil and gas underlying the subject property; and
8. provide for the recognition for that the subject real estate was formerly the Posten Farm.

My opinion:

I understand that the Posten's and their four children are all deceased. Melvina Posten died in 1997; Gordon Posten died in 2000, and the last living child died in 2018. By my interpretation of the terms that apply through the lifetimes of the Posten's and their children, those terms do not extend to the lifetimes of the Posten's grandchildren. Therefore, any terms contained in the above three deeds that operates during the lifetimes of the Posten's or their children would have expired with the death of the last of the Posten children in 2018. As a result, many of the terms in the above-described deeds have expired and no longer have effect. These include: in Deed 3, terms 1, 2 and 6 (as numbered above). Therefore, the Commission is no longer restricted or bound by the provisions of these specific terms.*

** Disclaimer: Regarding the prohibition on the sale of alcohol on the subject property, although the Commission is no longer restricted by the terms contained in the third deed, above, I have not researched or reviewed any local law or ordinance that may prohibit or otherwise restrict the use, sale or distribution of alcohol on the subject property.*

With respect to the Term 4 of Deed 3, this term grants access to the subject property to the Posten's, their children and "members of the immediate family." Although I am aware that the Posten's and their children are deceased, I do not have information regarding other living "members of the immediate family." The owner of the Posten's oil/gas rights will have access to the property to inspect oil/gas wells on the property.

Another term that has expired, by the passage of time, is set forth in Deed 1, term #3, pertaining to building a new well within one year.

For the consideration paid by the Commission and documented in Deed 2, several terms from Deed 1, specifically Terms 5, 6, 7 and 8, were waived, cancelled and annulled.

All remaining terms still have force and effect, as the Posten's rights, herein, have passed to their heirs and assigns. Please note that I have not done any research on the

Posten heirs or how they have sold, distributed or assigned their mineral rights (oil, gas and coal) under the subject property.

The opinion contained herein is solely my opinion. If this opinion, pertaining to the operation of the terms of these deeds, is challenged, the question may ultimately need to be presented to the Circuit Court of Barbour County for interpretation, in the form of a declaratory judgement action.

Please let me know if you have any questions or concerns about any aspect of the information contained herein. Thank you.

Very Truly Yours,



Jefferson L. Triplett
Attorney at Law

JLT/pen

Barbour County
Laurie L. Austin, Clerk
Instrument 286672
12/23/2015 @ 02:57:20 PM
COUNTY COMMISSION MINUTES
Book 29 @ Page 53
Pages Recorded 5