

LEGAL ADVERTISEMENTS

Continued from page 5B

West Virginia State Auditor's Office  
County Collections Division  
1900 Kanawha Boulevard East  
Building 1, Room W-114  
Charleston, West Virginia 25305

(2023-C-000032-HAMPSHIRE COUNTY-ELK HOTEL LLC)

HAMPSHIRE REVIEW  
POST OFFICE BOX 1036  
ROMNEY, WV 26757

To: HENDRICKS J FRANKLIN, VACCHIO DARREN, or heirs at law, devisees, creditors, representatives, successors, assigns, all known heirs, guardians, conservators, fiduciaries, administrators, lienholders, co-owners, other parties having an undivided interest in the delinquent property, and other parties that may have any interest in the subject property.

DISTRICT GORE MAP 35A PARCEL 0177 0000 0000

You will take notice that ELK HOTEL LLC, the purchaser of the following real estate, **Cert No.** 2023-C-000032, located in GORE District, GOLDEN ACRES SEC D 40X100 LOT 9 .0918 AC which was returned delinquent or nonentered in the name of HENDRICKS J FRANKLIN & DARREN VACCH, and was sold by the deputy commissioner of delinquent and nonentered lands of Hampshire County at the sale for the delinquent taxes on March 10, 2025. ELK HOTEL LLC requests that you be notified a deed for such real estate will be made on or after June 1, 2026, as provided by law, unless before that day you redeem such real estate. The amount needed to redeem on or before May 31, 2026 will be as follows:

Amount equal to the taxes and charges due on the date of the certification, with interest for tax year ticket number 2022 – 8087	\$99.17
Back tax tickets, with interest, and charges due on the date of certification for ticket number	\$0.00
Subsequent of taxes paid on the property, With interest to for tax year 2023 – 8102	\$6.78
Additional taxes with interest	\$0.00
Auditor's Certification, Publication, and Redemption fee plus interest	\$111.98
Amount paid for Title Examination, notice to redeem, publication, personal service. Secretary of State with interest	\$36.52
Additional Statutory Fees with interest	\$512.89
<b>Total Amount Due and Payable to WV State Auditor -</b> Cashier check, money order, certified or personal check	<b>\$767.34</b>

You may redeem at any time before May 31, 2026 by paying the above total less any unearned interest.

If the above real estate is your primary residence, you may petition the Auditor to redeem the real estate in not more than three incremental payments that equal the total amount required to redeem the real estate prior to the issuance of the deed described above.

Given under my hand March 20, 2026.  
Christal G. Perry  
Deputy Commissioner of Delinquent and Nonentered Lands of HAMPSHIRE County, State of West Virginia

**Please return this letter and payment to the  
West Virginia State Auditor's Office, County Collections  
Division 1900 Kanawha Boulevard East  
Building 1, Room W-114  
Charleston, West Virginia 25305  
Questions, Please call 1-888-509-6568**

4-1-3c

**PUBLIC MEETING ON DEVELOPMENT PLAN UPDATE  
REGION 8 PLANNING AND DEVELOPMENT COUNCIL  
131 PROVIDENCE LANE  
PETERSBURG WV 26847**

The Region 8 Planning and Development Council will hold public meetings for the purpose of receiving comments on the Draft FY 2025-2029 Regional Development Plan Year One Update on Tuesday, May 5, 2026, at 10:00 a.m. at the Mineral County Commission 68 Armstrong Street, Keyser WV and on May 6, 2026 at 10:00 a.m. at the Region 8 Planning and Development Office, 131 Providence Lane, Petersburg, West Virginia. The public is urged to attend these meetings and comment on the draft update. The Regional Development Plan reviews the region's economic condition and outlines needed projects. The Regional Development Plan is being used by the West Virginia Development Office to prepare a statewide investment package. It is presented to the U.S. Economic Development Administration as the Region's Comprehensive Economic Development Strategy.

The importance of the regional planning process makes public participation extremely important. The Update is available for review at local libraries and/or can be obtained at [www.regioneight.org](http://www.regioneight.org)

Written comments on this document should be mailed to the Region 8 Planning and Development Council, 131 Providence Lane, Petersburg, WV, 26847 or e-mailed to [cdent@regioneight.org](mailto:cdent@regioneight.org) by 4:00p.m. on April 30, 2026.

4-8-2c

**Notice of Ancillary Filing without any Administration to  
Creditors, Distributees & Legatees**

Notice is hereby given that the following foreign will or affidavit of heirs has been filed in the Hampshire County Clerk's Office at PO Box 806, 19 East Main Street Romney, WV 267570806, and no appointment or administration is being made pursuant to the provisions of West Virginia Code 44114b.

An interested person(s) objecting to the filing of the foreign will or affidavit or objecting to the absence of appointment or administration being made in this state must file a statement with the Hampshire County Commission through the County Clerk's Office at the address listed above within 60 days after the date of first publication or 30 days of service of the notice, whichever is later. If an objection is not timely filed, the objection is forever barred. The Hampshire County Commission upon receiving any timely objection thereto shall schedule a hearing or hearings thereon and order relief, if any, it considers proper including, but not limited to, an order directing that full and complete ancillary administration of the estate of the nonresident decedent be made in this state.

First Publication Date: Wednesday, April 8, 2026

ESTATE NAME: **JUDY V FOGLE**  
AFFIANT JOHN B FOGLE  
16608 BLUBAUGH RD, SW  
LONACONING MD 21539  
ATTORNEY KEATON, FRAZER, MILLESON, & DANTE  
56 E. MAIN ST.  
ROMNEY WV 26757

ESTATE NAME: **GERALD M LANCASTER**  
AFFIANT JOHN B FOGLE  
16608 BLUBAUGH RD SW  
LONACONING MD 21539  
ATTORNEY KEATON, FRAZER, MILLESON, & DANTE  
56 E. MAIN ST.  
ROMNEY WV 26757

Subscribed and sworn to before me on 4/6/2026

Eric W. Strite  
Clerk of the Hampshire County Commission

4-1-2c

**FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027  
LEVY ESTIMATE - BUDGET DOCUMENT**

STATE OF WEST VIRGINIA  
MUNICIPALITY OF ROMNEY, WEST VIRGINIA

In accordance with Code §11-8-14, as amended, the Council proceeded to make an estimate of the amounts necessary to be raised by levy of taxes for the current fiscal year, and does determine and estimate the several amounts to be as follows:

The amount due and the amount that will become due and collectible from every source during the fiscal year INCLUDING THE LEVY OF TAXES, is as follows:

REVENUE SOURCE	
Assigned Fund Balance	116,000
Unassigned Fund Balance	100,000
Property Taxes - Current Expense	256,507
Supplemental Taxes	25,000
Tax Loss Restoration	1,000
Gas & Oil Severance Tax	8,000
Excise Tax on Utilities	80,000
Wine and Liquor Tax	18,000
Animal Control Tax	500
Hotel Occupancy Tax	4,000
Sales Tax	420,000
Fines, Fees and Court Costs	35,000
Licenses	26,000
Building Permit Fees	4,000
Franchise Fees	10,000
Inspection, Dilapidated Buildings & Vacant Property Fees	5,000
IRP Fees (Interstate Registration Plan)	10,000
Parks & Recreation	15,000
Municipal Service Fees	28,000
Rents, Royalties and Concessions	44,352
Police Protection Fees	30,000
Street Fees	56,000
Payment in Lieu of Taxes	10,000
Gaming Income	10,000
Interest Earned on Investments	18,000
Refunds	2,000
Accident Reports	200
Video Lottery (LVL)	3,000
Miscellaneous Revenues (provide details on 'Explanations' tab)	18,000
<b>TOTAL ESTIMATED REVENUE (GENERAL FUND)</b>	<b>\$ 1,353,559</b>

**COAL SEVERANCE TAX FUND**

REVENUE SOURCE	
Assigned Fund Balance (Coal Fund Only)	\$ 100
Coal Severance Tax	5,500
<b>TOTAL ESTIMATED REVENUE (COAL SEVERANCE FUND)</b>	<b>\$ 5,600</b>

**ESTIMATED CURRENT EXPENDITURES**

	General Fund	Coal Severance Fund
Zoning Board	28,000	-
Mayor's Office	7,000	-
City Council	10,000	-
Recorder's Office	2,500	-
City Clerk's Office	30,000	-
Police Judge's Office	10,000	-
Regional Development Authority	4,000	-
City Hall	215,000	5,600
Contingencies	10,059	-
Police Department	520,000	-
Streets and Highways	485,000	-
Parks & Recreation	15,000	-
Visitors Bureau	2,000	-
Beautification Programs	15,000	-
<b>TOTAL ESTIMATED EXPENDITURES</b>	<b>\$ 1,353,559</b>	<b>\$ 5,600</b>

**MUNICIPALITY OF ROMNEY, WEST VIRGINIA  
Regular Current Expense Levy  
FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027**

Certificate of Valuation

	Assessed Value For Tax Purposes	Levy Rate/\$100	Taxes Levied
<b>CLASS I</b>			
Personal Property	\$ 0	12.02	\$ 0
Public Utility	0		0
<b>TOTAL CLASS I</b>	<b>\$ 0</b>		<b>\$ 0</b>
<b>Class II</b>			
Real Estate	\$ 32,876,840	24.04	\$ 79,036
Personal Property	34,860		84
<b>TOTAL CLASS II</b>	<b>\$ 32,911,700</b>		<b>\$ 79,120</b>
<b>Class IV</b>			
Real Estate	\$ 24,734,600	48.08	\$ 118,924
Personal Property	12,712,756		61,123
Public Utility	6,150,500		29,572
<b>TOTAL CLASS IV</b>	<b>\$ 43,597,856</b>		<b>\$ 209,619</b>
<b>TOTAL VALUE &amp; PROJECTED REVENUE</b>	<b>\$ 76,509,556</b>		<b>\$ 288,739</b>

Less Delinquencies, Exonerations & Uncollectible Taxes	7.50%	21,655
Less Tax Discounts (use Total Projected Revenue to calculate)	2.00%	5,342
Less Allowance for Tax Increment Financing (if Applicable)		0
<b>TOTAL PROJECTED PROPERTY TAX COLLECTION</b>		<b>\$ 261,742</b>
Less Assessor Valuation Fund (Subtracted from regular current expense taxes levied only)	2.00%	5,235
<b>Net Amount to be Raised by Levy of Property Taxes</b>		<b>\$ 256,507</b>

STATE OF WEST VIRGINIA  
COUNTY OF HAMPSHIRE  
MUNICIPALITY OF ROMNEY, WV

I, Susan E. Alkire, Recording Officer of said municipality, do hereby certify that the foregoing are true copies from the record of the orders made and entered by the council of the said municipality on the 24th day of March, 2026.

Susan E. Alkire  
Town Recorder

4-1-2c

**NOTICE OF COMMISSION SALE**

**NOTICE IS HEREBY GIVEN** that in accordance with West Virginia Code § 7-3-3, the Hampshire County Commission, by and through its President Brian Brill will offer for sale and sell at public auction:

**MONDAY, the 27th DAY OF APRIL, 2026, at 11:00 A.M. ET**, in front of the Historic Hampshire County Courthouse, 19 E. Main Street, Romney, West Virginia 26757, Romney, West Virginia, to the highest bidder therefor, all of the following described realty, together with its improvements and appurtenances, situate, lying and being in Gore District, Hampshire County, West Virginia, and more particularly described as follows:

All that certain tract or parcel of land situate in Gore District, Hampshire County, West Virginia, approximately 3.0 miles east of the city of Romney, on the north side of U.S. Route 50 and on the south side of Sunrise Boulevard, a 60 foot wide street of Sunrise Summit Subdivision and is bounded by the land of Ralph Haines (Deed Book 166, page 163) on the east, the land of Afton R. Malick and Georgia P. Malick, his wife, and Adrian L. Malick (Deed Book 207, page 134) on the south and west, the lands of Sunrise Boulevard, a 60 foot wide street, on the north and is more particularly described as follows:

BEGINNING at a No. 5 reinforcing rod found on the southern right of way line of Sunrise Boulevard and being a common corner to Ralph Haines;

Thence along a line of Ralph Haines SOUTH 25 DEGREES, 13 MINUTES, 36 SECONDS WEST 761.48 FEET to a No. 5 reinforcing rod set, a new property corner;

Thence crossing Malick by new division line NORTH 64 DEGREES, 53 MINUTES, 49 SECONDS WEST 349.67 FEET to a No. 5 reinforcing rod set, a new property corner and a found No. 5 reinforcing rod is NORTH 64 DEGREES, 53 MINUTES, 49 SECONDS WEST 244.51 FEET from set reinforcing rod;

Thence crossing Malick by new division line NORTH 25 DEGREES, 13 MINUTES, 36 SECONDS EAST 484.26 FEET to a No. 5 reinforcing rod set on the southern right of way line of Sunrise Boulevard, a new property corner;

Thence along the southern limits of Sunrise Boulevard NORTH 76 DEGREES, 44 MINUTES, 35 SECONDS EAST 446.70 FEET to the BEGINNING containing 5.000 ACRES more or less as surveyed by Stultz and Associates, Inc., Romney, West Virginia, Charles W.W. Stultz, Professional Engineer in July, 1991 and is shown on a plat recorded as part of a deed in the office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book No. 332, at page 323.

The sale of the foregoing real property will be made subject to all exceptions, reservations, rights of way, easements, conditions, covenants, restrictions, leases, and other servitudes of record, if any, pertaining to said real estate, subject to all matters disclosed by an examination and inspection of the property, subject to any and all unpaid taxes assessed against said property, a certain Lease Agreement dated December 20, 2011, by and between the County (as landlord) and Romney Health Care Center Limited Partnership (as tenant) (the "Lease"), and to any further matters announced at said sale.

Any sale hereunder may be adjourned from time to time without notice other than oral proclamation at the time and place appointed for the sale. The Successor Trustee reserves the right to reject any or all bids.

- TERMS OF SALE: SELLER; AUTHORITY; GOVERNING PROCEDURE:
  - Seller is the Hampshire County Commission (the "County").
  - The County will sell the Property at public auction, subject to these Terms, the published legal notice(s), and final Commission approval of the form of deed, covenants, and closing documents.
- PROPERTY TO BE SOLD:
  - The real property commonly known as the Hampshire Center located at 260 Sunrise Blvd., Romney, West Virginia 26757, together with all buildings, structures, and improvements owned by the County (the "Property").
  - The conveyance includes the County's landlord interest in the Lease (defined below) and the Lease-Related Rights (defined below), as set forth in Section 8.
  - The sale excludes personal property owned by the tenant under the Lease (if any), and any County personal property not intended to convey, as identified in the auction package.
- AUCTION DATE, PLACE, MANNER; RESERVE PRICE; SELLER RIGHTS:
  - Auction Date/Time/Location: As set forth above
  - Reserve Price: \$11,700,000.00. The County reserves the right to reject any and all bids.
- INSPECTION AND INFORMATION ACCESS:
  - Pre-auction access: prospective bidders may, by appointment and subject to Tenant operations and resident care/privacy requirements, conduct reasonable inspections and review the County's auction package during the period beginning on first publication of the legal notice and ending at 5:00 p.m. on the business day immediately preceding the auction.
- BIDDER REGISTRATION; PROOF OF FUNDS:
  - Bidders must register per the County's instructions and provide identifying information and proof of authority to bid.
  - The County may require reasonable proof of funds and/or a bidder's certification that it has the financial ability to close.
  - The successful bidder shall execute a Purchase and Sale Agreement at the conclusion of the auction acknowledging these Terms.
- EARNEST MONEY DEPOSIT; SPLIT REFUNDABILITY; APPLICATION:
  - Amount: \$600,000.00 (the "Earnest Money Deposit" or "EMD").
  - Timing/Method: the EMD shall be delivered by wire transfer or other immediately available funds as required by the auctioneer's written instructions, no later than [4:00 p.m.] on the auction date (or such shorter period stated at the auction). The EMD shall be non-refundable to Purchaser unless the County defaults.
  - Credited to Purchase Price: the EMD shall be credited against the Purchase Price at Closing.
- PURCHASE PRICE; BALANCE DUE; CLOSING DEADLINE:
  - Purchase Price is the high bid accepted by the County (the "Purchase Price").
  - Balance Due at Closing: Purchase Price minus the EMD subject to proration.
  - Closing Deadline: Closing shall occur within thirty (30) calendar days after the date of the Purchase and Sale Agreement.
  - Failure to Close after Due Diligence: if Purchaser fails to close by the Closing Deadline (as extended, if applicable) for any reason other than County default, the County may retain the entire EMD as liquidated damages and not as a penalty, and may pursue any other remedies available at law or equity.
- SALE AS-IS:
  - The Property is sold AS-IS, WHERE-IS, WITH ALL FAULTS.
  - The County disclaims all warranties, express or implied, including merchantability, habitability, fitness for a particular purpose, environmental condition, compliance with laws, and condition of improvements.

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Dated this 10th day of March, 2026.


HAMPSHIRE COUNTY COMMISSION  
Eric Strite, Clerk

4-8-3c

Continued to page 7B ■

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Hampshire Review  
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**Start a rewarding new relationship.**  
Adopt a pet from a local shelter.

**Hampshire County Animal Control**  
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[hampshirecountyac@gmail.com](mailto:hampshirecountyac@gmail.com)  
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