

THIS RIGHT OF WAY FOR SEWER LINE EASEMENT, made this 6th day of October, 2011, by and between Brian D. Malcolm and Stephanie R. Malcolm, his wife, grantors, parties of the first part, and FNB Bank, Inc., grantee, party of the second part.

WHEREAS, grantors and parties of the first part herein, Brian D. Malcolm and Stephanie R. Malcolm, his wife, are the owners of a certain tract or parcel of real estate situate on the south side of West Virginia County Numbered Route 3 in Springfield District, Hampshire County, West Virginia (see Deed Book 480, page 359; Deed Book 479, page 649; Tax Map 17, Parcel 175); and,

WHEREAS, party of the second part, FNB Bank, Inc., is the owner of a certain tract or parcel of real estate lying south of and adjacent to the property of the grantors herein, containing 1.024 acres, more or less (see Deed Book 487, page 795; Deed Book 448, page 173; Tax Map 17, Parcel 172); and,

WHEREAS, the sanitary sewer treatment facility currently serving the home and improvements on the 1.024 acre parcel of party of the second part herein is located on the real estate of the grantors herein; and

WHEREAS, it is the purpose and intention of this sewer line easement for grantors herein to grant and convey unto the party of the second part a fifteen (15) foot wide sewer line right of way for purposes of installing, maintaining, repairing, replacing a sewer line easement from the sewer treatment plant on grantors' property to the 1.024 acre grantee's property herein, and subject to the following terms, stipulations, and conditions, to wit:

AND NOW, THEREFORE, THIS DEED SEWER EASEMENT, TO WIT:

WITNESSETH: That for and in consideration of the sum of Twenty Thousand Dollars (\$20,000.00), cash paid in hand, receipt whereof being hereby acknowledged, and other good and valuable consideration deemed valid at law, the said grantors, do, by these presents, grant, convey, bargain, sell, transfer, and warrant specially unto the grantee, its successors and assigns, a 15 foot wide sewer line easement and right of way, being seven and a half feet (7½') from the centerline of

the existing sewer line, together with the right to come in and upon the grantors' land for purposes of permitting the grantee herein, its successors and assigns, full right, power, and authority to construct, excavate, lay, operate, maintain, repair, replace, or remove a sanitary sewer line under, across, and through the lands of the grantors herein as acquired by the grantors in Deed Books 480, page 359 and Deed Book 479, page 649, respectively, and said sewer line right of way being more particularly bounded and described as shown on that certain Plat of Survey for FNB Bank, Inc., as prepared by Richard L. Moreland, Professional Surveyor, dated August 20, 2011, a copy of which said plat shall be recording prior to or contemporaneously with the recordation of this instrument and is for all pertinent and proper reasons, including a more particular metes and bounds description of said right of way easement, made a part hereof and incorporated herein. Said sewer line right of way and easement shall be taken by the grantee herein subject to the following terms, stipulations, and conditions, to wit:

1. That after any construction, repair, replacement, maintenance, etc., of said sanitary sewer line, the grantee herein shall re-grade the land, reseed where appropriate, and fix any and all fences, structures, driveways, or other improvements made to the land of grantors prior to this agreement which are disturbed during the construction, repair, replacement, maintenance, etc., of said sewer line.

2. That the grantors herein, their heirs, successors, and assigns, do specifically reserve the right to relocate the location of this sewer line easement at any time upon reasonable notice of not less than ninety (90) days to the grantee herein, its successors and assigns, and which said replacement shall be done at the sole cost and responsibility of the grantors herein. Should the grantors exercise this right to relocate the sewer line easement, the grantors would also be responsible for any costs incurred by grantee to provide an alternate source of sewer treatment pending the construction and installation of the new sewer line at a different location. Further, any damages incurred by the grantee in the relocation of said right of way such as to existing structures, driveways, etc., on its property, would be the responsibility of the grantors herein. This may also include temporary pumping of the sewer

system, etc., to keep same operational during the construction of the new line.

3. That this sewer line easement shall also be assignable to the Town of Springfield, Central Hampshire Public Service District, or any other public service district which may install a sanitary sewer treatment facility which would serve the area in which these parcels are located, together with the right to come in and upon the property of the grantors for the purpose of laying, maintaining, operating, repairing, replacing, etc., a new sewage line easement at a location to be agreed upon by grantors and grantee should a public sewer system be installed. This may also include additional footage to be added to the easement to comply with the Public Service District requirements and requests.

Further, should a new sanitary sewer collection system be installed and made available to the grantee's property line, not requiring the easement and right of way over grantor's property conveyed herein, then the grantee's do hereby contract and agree to connect to said system and install their own connecting sewer line over their own property and at their own cost; and in such event will release the right of way and easement over grantors property.

4. The use of this sewer system by the grantee herein is limited to such specific uses as a regular PSD residential customer can discharge ^{SINGLE FAMILY DEP BPSM} into a public sanitary sewer treatment plant as dictated by West Virginia Public Service Commission Rules and Regulations concerning same. No toxics or other prohibited substances may be discharged into the sewer system by party of the second part, its successors and assigns, and its use of same shall be governed under the same laws, rules, and regulations as required by the DEP or any other regulatory authority of any typical PSD residential customer.

5. The grantors and grantee agree that if a public service district should be able to provide sewer service to these properties, that the grantors would agree to grant and convey a sewer line easement and right of way to the PSD to provide the public sewer service, and grantee does contract and agree that if public sewer service does become available that it shall avail itself of same.

6. That the grantee herein, its successors and assigns, shall

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further be responsible for paying a \$40.00 per month maintenance fee for the easement to the grantors herein, for which the grantors shall be responsible for all any and repairs, maintenance, replacement, upkeep, etc., of the sanitary sewer treatment plant on grantors property, and the sewer line and this easement while located on grantors' property up to the boundary line of the 1.024 acre property of grantee herein. Further, grantors shall be responsible for the upkeep, maintenance, operation, etc., of the sanitary sewage treatment plant and shall keep same in an operational condition. Grantee shall be responsible for maintaining the sewer line and easement once it reaches the grantees 1.024 parcel.

TO HAVE AND TO HOLD the aforesaid Right of Way for Sewer Line Easement, subject to and together with the contractual terms, stipulations, and obligations pertaining thereto as contained herein, unto the grantees and grantors herein, their heirs, successors and assigns.

WITNESS the following signatures and seals:

Brian D. Malcolm (SEAL)
Brian D. Malcolm

Stephanie R. Malcolm (SEAL)
Stephanie R. Malcolm

FNB BANK, INC., A
WEST VIRGINIA BANKING CORPORATION

BY: David W. Pancake
David W. Pancake, V.P./Officer

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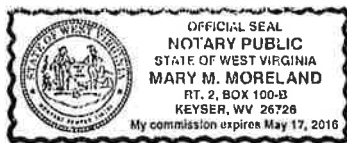
STATE OF WEST VIRGINIA,
COUNTY OF HAMPSHIRE, TO WIT:

I, Mary M. Moreland, a Notary Public, in and for the county and state aforesaid, do hereby certify that Brian D. Malcolm and Stephanie R. Malcolm, his wife, whose names are signed and affixed to the foregoing instrument dated on the 6th day of October, 2011, have each this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 6th day of October, 2011.

Mary M. Moreland
Notary Public

Notary Public



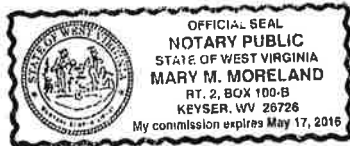
STATE OF WEST VIRGINIA,
COUNTY OF HAMPSHIRE, TO WIT:

I, Mary M. Moreland, a Notary Public, in and for the county and state aforesaid, do hereby certify that David W. Pancake, in his capacity as Vice-President/duly authorized Officer for FNB Bank, Inc., a West Virginia Banking Corporation, whose name is signed and affixed to the foregoing instrument dated on the 6th day of October, 2011, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 6th day of October, 2011.

Mary M. Moreland
Notary Public

Notary Public



This instrument was prepared by H. C. Carl, III, Attorney at Law, Romney, WV 26757; without benefit of a title examination. Njh/Easements/FNB Bank from Malcolm. Sewer Line. 2011

State of West Virginia
Hampshire County Commission Clerk's Office

10-7-11 10:22 AM
The foregoing instrument, together with the certificate of its acknowledgement, was this day presented in said office and admitted to record.

Eric W. Stute
Tense _____ Clerk

FILED
Hampshire County 10:22:42 AM
Instrument No 13635
Date Recorded 10/07/2011
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Book Page 502-379
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HMACSLI Fee \$44.00
Additionals \$26.00