

RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement, made and entered into on June 27, 2018, by and between Donald B. Combs and Pamela S. Combs, Husband and Wife, Grantors, and FNB Bank, Inc., Husband and Wife, Grantees.

WHEREAS, FNB Bank, Inc., ("FNB") is seised and possessed of all that certain tract or parcel of real estate containing 11 acres, more or less, situate in Mill Creek District, Hampshire County, West Virginia; and being the same real estate conveyed unto FNB by Trustee's Deed dated May 15, 2018, of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 550 at Page 203; and further being the same real estate conveyed unto Terrence E. Combs by that certain Deed of Confirmation dated May 23, 1997, from Denver R. Smith, Jr., Executor of the Estate of Denver R. Smith, Sr., of record in the aforesaid Clerk's Office in Deed Book 376 at Page 167.

WHEREAS, Donald B. Combs and Pamela S. Combs are seised and possessed of all that certain tract or parcel of real estate containing 12 acres, more or less, situate in Mill Creek District, Hampshire County, West Virginia; and being the same real estate conveyed unto Donald B. Combs and Pamela S. Combs by that certain deed dated October 21, 1996 from Denver A. Smith, Jr., Cynthia A. Combs, Timothy M. Smith, and Pamela S. Combs, heirs at law of Denver Russell Smith, Sr., of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 374 at Page 200.

WHEREAS, prior to FNB's acquisition of the above-described real estate, and on November 2, 2017, the parties hereto entered into a certain "Option to Purchase Right of Way", wherein Grantors extended FNB an option to purchase a right of way over and across their real estate in the event that FNB acquired title to the above-described 11-acre tract previously owned by Terrence E. Combs, which right of way would be for the purposes of ingress and egress and follow the identical metes and bounds description identified in the Right of Way Agreement of record in the aforesaid Clerk's Office in Deed Book 395 at Page 800.

WHEREAS, on May 15, 2018, Richard Pill and David Pill made public foreclosure sale of the above-described 11-acre tract wherein FNB was the highest bidder; accordingly, Richard Pill and David Pill conveyed the above-described 11-acre tract to FNB by Trustee's Deed dated May 15, 2018, of record in the aforesaid Clerk's Office in Deed Book 550 at Page 203.

WHEREAS, and following FNB's acquisition of the above-described 11-acre tract, FNB exercised its option to purchase a right of way over and across the above-described 12-acre tract, currently owned by Grantors, for purposes of ingress and egress to the above-described 11-acre tract, now owned by FNB.

NOW THEREFORE, WITNESSETH: That for and in consideration of ten thousand dollars (\$10,000.00), cash in hand paid, and in consideration of the mutual covenants, conditions, and options set forth in that certain "Option to Purchase Right of Way" attached hereto and incorporated by reference, and other good and valuable consideration deemed valid and adequate at law, Grantors, Donald B. Combs and Pamela S. Combs, for themselves, their heirs and assigns, do hereby grant and convey unto Grantee, FNB Bank, Inc., their heirs and assigns, a right-of-way, as more specifically enumerated hereafter, over and across all that certain tract or parcel of real estate containing 12 acres, more less, as more specifically described in that certain deed October 21, 1996 from Denver A. Smith, Jr., Cynthia A. Combs, Timothy M. Smith, and Pamela S. Combs, heirs at law of Denver Russell Smith, Sr., of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 374 at Page 200.

The metes and bounds of the right-of-way herein conveyed are more particularly described as follows:

That certain right-of-way commencing at a point in the driveway of the Grantors approximately ____ feet from the intersection of the driveway to the winery road, which leads from US Route 220; thence, proceeding at a point on the northerly side of the driveway and extending 30 feet along the same and along a cattle stop; thence, leaving the driveway in a northerly direction approximately 30 feet to the land of Terrence E. Combs; thence, with his line in a westerly direction, a distance of 30 feet to another point in Terrence E. Combs' line; thence, in a southerly direction, a distance of approximately 30 feet to the place of BEGINNING in the driveway, it being the intention of the parties hereto that the right-of-way shall be 30 feet wide, 15 feet on the center, and approximately 30 feet long and extending from the driveway, in any event, to the southerly boundary line of FNB's property, which is the same real estate previously conveyed unto Terrence E. Combs by that certain Deed of Confirmation dated May 23, 1997, from Denver R. Smith, Jr., Executor for the Estate of Denver R. Smith, Sr., of record in the aforesaid Clerk's Office in Deed Book 376 at Page 167.

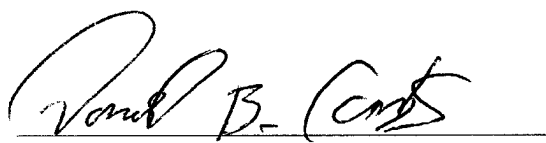
It is understood and agreed that the right-of-way granted herein shall be for the benefit of Grantees, their heirs and assigns, for purposes of ingress and egress to and from that certain tract or parcel of real estate containing 11 acres, more or less, situate in Mill Creek District, Hampshire County, West Virginia, conveyed unto FNB by Trustee's Deed dated May 15, 2018, of record in the aforesaid Clerk's Office in Deed Book 550 at Page 203. And further, the right-of-way granted herein shall be binding upon Grantors, for themselves, their heirs and assigns.

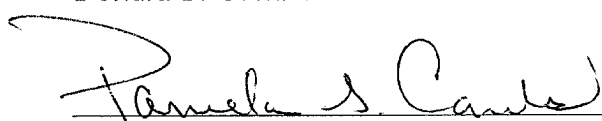
The parties further agree that, for and in consideration of the grant herein, Grantees and Grantors, their heirs and assigns, shall be equally responsible for 1/2 of all costs for reasonable maintenance of that portion of Grantors' driveway from its juncture with the winery road to the easterly side of the right-of-way herein granted, which would include the cattle stop, and including flood damage, snow removal, culvert replacement, and similar conditions or maintenance needs. Grantees, their heirs and assigns, shall be responsible for all costs, maintenance, and upkeep of the remainder of the right-of-way herein granted, and further, Grantees, their heirs and assigns, shall be responsible for any and all run-off damage from the Grantee's driveway to the portion of the right of way granted herein and used by Grantors as their driveway.

TO HAVE and TO HOLD the above-described right-of-way unto FNB Bank, Inc., its heirs and assigns, forever.

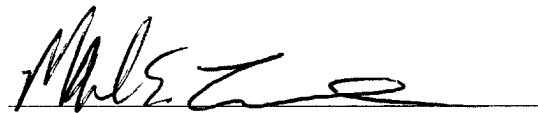
The parties hereto further acknowledge that this agreement has been prepared by Jonathan G. Brill, Counsel for FNB Bank, Inc. The parties hereto certify that they have had adequate opportunity to consult with legal counsel of their choosing before signing this agreement; and further, the parties acknowledge their understanding that Jonathan G. Brill is representing the interest of FNB Bank, Inc., only.

WITNESS the following signatures and seals:


Donald B. Combs


Pamela S. Combs

FNB Bank, Inc., by



Its Officer

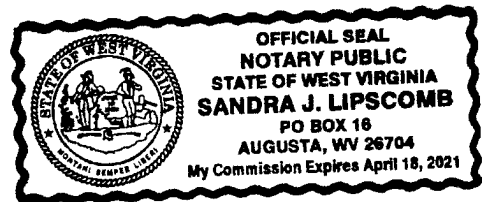
STATE OF WEST VIRGINIA,
COUNTY OF Hampshire, to wit:

I, Sandra J Lipscomb, a Notary Public in the aforesaid County and State, do hereby certify that Donald B. Combs, Pamela S. Combs, and Mark E Landis, whose names are signed to the foregoing instrument dated June 27, 2018, have this day acknowledged their signatures before me in my County and State.


Notary Public

This agreement prepared by:

Jonathan G. Brill, Attorney at Law
Jonathan G. Brill, PLLC
PO Box 932
Romney, WV 26757
Counsel for FNB Bank, Inc.



Option to Purchase Right of Way

This Option to Purchase Right of Way, made and entered into this 2nd day of November, 2017, by and between FNB Bank, Inc., and Donald ~~V.~~^{B.} Combs and Pamela S. Combs, Husband and Wife.

WHEREAS, Donald ~~V.~~^{B.} Combs and Pamela S. Combs are seised and possessed of all that certain tract or parcel of real estate containing 12 acres, more or less, situate in Mill Creek District, Hampshire County, West Virginia; and being the same real estate conveyed unto Donald V. Combs and Pamela S. Combs by that certain deed dated October 21, 1996 from Denver A. Smith, Jr., Cynthia A. Combs, Timothy M. Smith, and Pamela S. Combs, heirs at law of Denver Russell Smith, Sr., of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 374 at Page 200.

WHEREAS, Terrence E. Combs and Christina D. Combs are seised and possessed of all that certain tract or parcel of real estate containing 11 acres, more or less, situate in Mill Creek District, Hampshire County, West Virginia; and being the same real estate conveyed unto Terrence E. Combs by that certain Deed of Confirmation dated May 23, 1997, from Denver R. Smith, Jr., Executor of the Estate of Denver R. Smith, Sr., of record in the aforesaid Clerk's Office in Deed Book 376 at Page 167.

WHEREAS, pursuant to a certain Right-of-Way Agreement entered into on November 19, 1999, by and between Donald ~~V.~~^{B.} Combs and Pamela S. Combs, Husband and Wife, and Terrence E. Combs and Christina D. Combs, Husband and Wife, of record in the aforesaid Clerk's Office in Deed Book 395 at Page 800, Donald V. Combs and Pamela S. Combs conveyed a defined and limited right-of-way across a portion of Donald V. Combs and Pamela S. Combs's 12-acre tract referenced above.

WHEREAS, the aforesaid Right-of-Way Agreement grants use to the Terrence E. Combs and Christina D. Combs for purposes of accessing Terrence E. Combs's and Christina D. Combs's 11-acre tract, referenced above, and for use by Terrence E. Combs's and Christina D. Combs's guests, family members, invitees, and licensees; the Agreement specifies, however, "in the event Terrence E. Combs and Christina D. Combs should no longer own said real estate conveyed to Terrence E. Combs as aforesaid or other disposition by sale thereon or foreclosure thereof, this right-of-way shall be deemed personal as to them and it shall terminate and be of no further force and effect."

WHEREAS, Terrance E. Combs and Christina E. Combs pledged their aforesaid real estate containing 11 acres, more or less, as collateral and security for a promissory note in favor of FNB Bank, Inc., which lien is reflected in that certain Deed of Trust dated February 11, 2005 of record in the aforesaid Clerk's Office in Trust Deed Book 386 at Page 123.

WHEREAS, FNB Bank, Inc., recognizes that if the aforesaid Deed of Trust is foreclosed upon, then FNB Bank, Inc., or a successful bidder at a foreclosure auction will be without access to the real estate of Terrence E. Combs and Christina E. Combs.

WHEREAS, the parties hereto have reached an agreement wherein Donald ^{B.}~~X.~~ Combs and Pamela S. Combs agree to extend an option to FNB Bank, Inc., for the purchase of a right of way along the metes and bounds set forth in the aforesaid Right of Way Agreement, which easement shall run with the land; and FNB Bank, Inc., in consideration of the grant, have agreed to pay Donald ^{B.}~~X.~~ Combs and Pamela S. Combs a purchase price of \$10,000.00, should the option be exercised.

WHEREAS, Donald ^{B.}~~X.~~ Combs and Pamela S Combs have agreed to bind themselves, their heirs and assigns, to the option in favor of FNB Bank, Inc., to purchase an easement appurtenant over and across their real estate, subject to the terms and conditions set forth herein.

NOW THEREFORE, WITNESSETH, that for and in consideration of fifty (\$50.00) dollars, cash in hand paid, the receipt of which is hereby expressly acknowledged, the parties hereto covenant and agree as follows:

1. Donald ^{B.}~~X.~~ Combs and Pamela S. Combs are seised and possessed of all that certain tract or parcel of real estate containing 12 acres, more or less, situate in Mill Creek District, Hampshire County, West Virginia, more particularly described in that certain deed dated October 21, 1996, and of record in the aforesaid Clerk's Office in Deed Book 374 at Page 200.
2. Terrence E. Combs and Christina D. Combs are seised and possessed of all that certain tract or parcel of real estate containing 11 acres, more or less, situate in Mill Creek District, Hampshire County, West Virginia, more particularly described in that certain deed dated May 23, 1997, and of record in the aforesaid Clerk's Office in Deed Book 376 at Page 167.
3. FNB Bank, Inc., has a security interest in the real estate of Terrance E. Combs and Christina D. Combs, reflected in that certain Deed of Trust of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Trust Deed Book 386 at Page 123.
4. Donald ^{B.}~~X.~~ Combs and Pamela S. Combs, their heirs and assigns, hereby irrevocably grant an option to FNB Bank, Inc., its heirs and assigns, for the purchase of a right of way, over and across the real estate of Donald ^{B.}~~X.~~ Combs and Pamela S. Combs described herein, for the purposes of ingress and egress, which right of way shall follow the identical metes and bounds description identified in the Right of Way Agreement of record in the aforesaid Clerk's Office in Deed Book 395 at Page 800.
5. The aforesaid option shall remain irrevocably open to FNB Bank, Inc., its heirs and assigns, so long as FNB Bank, Inc., its heirs and assigns, maintain a lien upon the aforesaid real estate of Terrance E. Combs and Christina D. Combs and shall continue for a determinate period of thirty days following extinguishment of the lien.
6. In the event FNB Bank, Inc., its heirs and assigns, exercises its option, and upon payment of the purchase price of \$10,000.00, Donald ^{B.}~~X.~~ Combs and Pamela S. Combs, their heirs

and assigns, shall grant and convey unto FNB Bank, Inc., its heirs and assigns, a right of way and easement appurtenant over and across the real estate of Donald ~~X~~^B Combs and Pamela S. Combs for purposes of ingress and egress to the real estate of Terrence E. Combs and Christina D. Combs, which right of way shall follow the metes and bounds set forth in the agreement of record in the aforesaid Clerk's Office in Deed Book 395 at Page 800.

7. The parties to this agreement acknowledge that they have consulted with legal counsel or had adequate opportunity to consult with legal counsel before executing this agreement. The parties further acknowledge that Jonathan G. Brill, Esq., prepared this agreement on behalf of FNB Bank, Inc., and that Jonathan G. Brill, Esq., offered no legal advice to Donald ~~X~~^B Combs or Pamela S. Combs.
8. The terms and conditions of this Agreement shall be governed by West Virginia law; jurisdiction and venue of any disputes or actions related to this Agreement shall be in Hampshire County, West Virginia.

WITNESS the following signatures and seals:

FNB Bank, Inc.,

By: MARCO VALLO
Its Officer

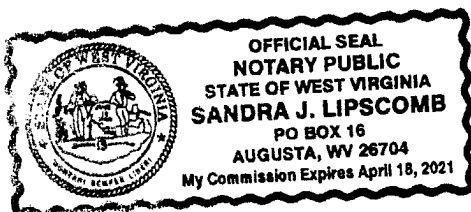
Donald B. Combs
Donald ~~X~~^B Combs

Pamela S. Combs
Pamela S. Combs

STATE OF WEST VIRGINIA,
COUNTY OF HAMPSHIRE, to wit:

I, Sandra J Lipscomb, a Notary Public in Hampshire County, West Virginia, do hereby certify that _____, an authorized Officer of FNB Bank, Inc., a corporation, on behalf of FNB Bank, Inc., whose name is signed to the writing above, bearing the date November 2, 2017, has this day acknowledged his signature before me in Hampshire County, West Virginia.

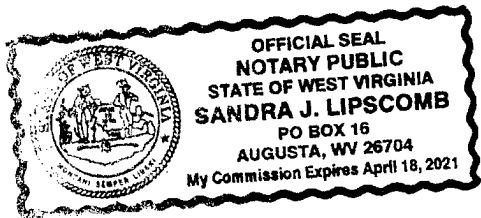
Given under my hand this 2 day of November, 2017



Sandra J Lipscomb
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF Hampshire, to wit:

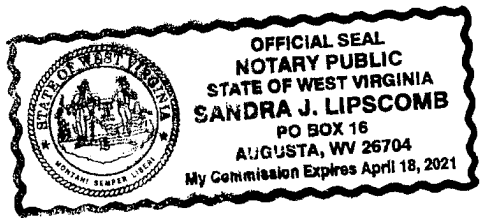
I, Sandra J Lipscomb, a Notary Public in the aforesaid County and State, do hereby certify that Donald ~~X~~_B Combs, whose name is signed to the foregoing instrument dated November 2, 2017, has this day acknowledged the same before me in my County and State.



Sandra J Lipscomb
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF Hampshire, to wit:

I, Sandra J. Lipscomb, a Notary Public in the aforesaid County and State, do hereby certify that Pamela S. Combs, whose name is signed to the foregoing instrument dated November 2, 2017, has this day acknowledged the same before me in my County and State.



Sandra J Lipscomb
Notary Public

This document prepared by:

Jonathan G. Brill, Attorney at Law
Jonathan G. Brill, PLLC
PO Box 932
Romney, WV 26757
Counsel for FNB Bank, Inc.

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HAMPSHIRE County 03:35:15 PM
Instrument No 187864
Date Recorded 07/02/2018
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Pages Recorded 7
Book-Page 551-515-521
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Additional \$6.00