

**FNB Bank, Inc.,
A West Virginia
Banking Corporation**

TO: DEED

ROBERT E. LEE

THIS DEED, Made this 10th day of
October, 2019, by and between FNB Bank,
Inc., a West Virginia Banking
Corporation, grantor, party of the first
part, and Robert E. Lee, grantee, party
of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt whereof being hereby acknowledged, and other good and valuable consideration deemed valid at law, the said party of the first part does, by these presents, grant and convey unto the said party of the second part, together with all rights, ways, rights-of-way, easements, improvements, and other appurtenances thereunto belonging, with Covenants of Special Warranty of Title, all that certain lot or parcel of real estate, containing **3.354 acres, more or less**, lying on the Southeastern side of Sunrise Boulevard, north of U.S. Highway 50, situate in Gore District, Hampshire County, West Virginia, and being more particularly described by metes and bounds in that certain Description of Survey and Plat of Survey, dated December 3, 2008, prepared by Richard L. Moreland, Professional Surveyor, entitled "Plat of Survey for Eastern Bancshares, Inc." Said Description of Survey is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book 480, at Page 386, and said Plat of Survey is of record in the aforesaid Clerk's Office in Map Book 11 at Page 123, and said Description of Survey and Plat of Survey are by reference made a part hereof for all pertinent and proper reasons. Said real estate is depicted on the 2019 Hampshire County Land Books as being District 05, Tax Map 5, Parcel 41.

And being the same real estate which was conveyed unto FNB Bank,

Inc., a West Virginia Banking Corporation, by Deed in Lieu of Foreclosure from Sunrise Development Company, Inc., a corporation formed, existing, and doing business under the laws of the State of West Virginia, dated April 29, 2013, and of record in the aforesaid Clerk's Office in Deed Book 514, at page 447.

The real estate conveyed is to have and to hold by the Grantee with all rights, ways, buildings, houses, improvements, easements, timbers, waters, minerals or mineral rights, and all other appurtenances thereunto belonging, in fee simple. It is further the intention of this deed to convey any and all rights, easements, rights-of-way, and other appurtenances as set forth in that certain deed dated December 30, 2008, from FNB Bank, Inc., to Gator Group, LLC, and of record in the aforesaid Clerk's Office in Deed Book 480 at Page 558, which deed is incorporated by reference.

Particular reference is made to all Notes on said Plat, and the designation on said Plat of the roads and rights of way, easements, etc., all of which are by reference made a part hereof for all pertinent and proper reasons. The real estate herein conveyed is conveyed together with and taken subject to all of same, and further, General Warranty does not apply to any and all encroachments or areas wherein the exact location of same were uncertain, as noted on said Plat.

For the consideration hereinbefore set forth, the Grantor further conveys unto the Grantee herein, his heirs, successors or assigns, the right and privilege to use all streets and roadways presently located in or that may be constructed in the future in the Sunrise Development, located on the North side of U. S. Route 50, and, in particular, the right and privilege for the Grantee, his, heirs, successors or assigns, to use Sunrise Boulevard and Ridge Loop Road, as a means of ingress and egress to and from all or any portion of the property herein conveyed. It is further understood that these are non-exclusive rights of way to be used in conjunction with all other parties or interests legally entitled to use same.

For the consideration hereinbefore set forth, the Grantor further conveys unto the Grantee herein, his heirs, successors or assigns, rights, easements, rights of way and usage rights necessary to collect and discharge sewage from any and all improvements placed upon the real estate herein conveyed, into the sewer lines, manholes, lagoons, ponds, treatment plants and chlorine contact chamber as is necessary and reasonable to effect Grantee's disposal of the sewage generated and originated upon Grantee's parcel as hereinbefore described and any additional contiguous properties that may hereinafter be acquired by the Grantee, its successors and assigns.

For the consideration hereinbefore set forth, the Grantors further grant and convey unto the Grantee, his heirs, successors or assigns, all their right, title and interest in and to the easement, right of way and usage of said easement and right of way, identified upon the plat of record in the aforesaid Clerk's Office in Map Book No. 7, at page 151, as a "20' Wide Utility Easement for Crossroad Development Company", and all of Grantors' right, title, and interest and usage rights, in and to the detention pond identified upon the aforesaid plat as "Stormwater Detention Pond 0.903 acres," together with all rights and privileges that the Grantors have to attach to and use, the said "20' Wide Utility Easement for Crossroad Development Company," as to attach to and use, the "Stormwater Detention Pond 0.903 acres," that is necessary for any and all development of the land herein conveyed by the Grantee, its successors or assigns.

For the consideration hereinbefore set forth, the Grantor further conveys unto the Grantee herein, his heirs, successors or assigns, the right and privilege to use all easements conveyed unto the Grantor herein by virtue of that certain Easement Deed, executed by Hampshire Square Associates, Limited Partnership, dated September 17, 2003, and of record in the aforesaid Clerk's Office in Deed Book No. 426, at page 321.

Together with and subject to any and all rights, easements, rights

of way and usage rights as depicted and referenced on plats of record in the aforesaid Clerk's Office, including but not limited to Plats in Plat Book 7, at page 151, Plat Book 9, at page 284, Plat Book 11, at page 123, Deed Book 426, at page 313, Deed Book 426, at page 329; and Deed Book 450, at page 652, including those rights as contained in deeds of record in Deed Book No. 426, at page 323, Deed Book No. 429, at page 759, and Deed Book 479, at page 488.

The real estate herein conveyed is subject to all other rights or easements which may affect same and which are of record in the aforesaid Clerk's Office.

NON-COMPETITION CLAUSE/BUSINESS RESTRICTION

The Grantee, as part of the consideration set forth, covenants and agrees with the Grantor, its successors or assigns, that the Grantee, its successor or assigns, will not, for a period of twenty-five (25) years from the date of settlement, on the real estate herein conveyed, own, operate, lease to, directly or indirectly, or sell to a financial institution, including, but not limited to a financial institution that accepts government insured deposits, or makes commercial or consumer loans, such as a commercial bank, savings bank, savings and loan, credit union or government sponsored institution such as Farm Credit, or operate an automated teller machine (ATM). The Grantee joins in the execution of this Deed for the purpose of acknowledging that the Grantee has a full and complete knowledge of and accepts the Non-Competition Clause/Business Restriction placed upon the real estate herein conveyed.

Although the real estate taxes may be prorated between the parties as of the day of closing, the grantee agrees to assume and be solely responsible for all real estate taxes beginning with the year of 2020 although same may still be assessed in the name of the grantor.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantee, together with all rights, ways, buildings, houses, improvements, easements, timbers, waters, minerals and mineral rights, and all other

appurtenances thereunto belonging in fee simple forever.

I hereby certify, under penalties as prescribed by law, that the actual consideration paid for the real estate conveyed by the foregoing and attached deed is \$175,000.00. And the grantor affirms that the grantor is exempt from the tax withholding requirements of WV Code § 11-21-71b, for the following reason: Transferor is a resident entity of the State of West Virginia.

WITNESS the following signature and seal:

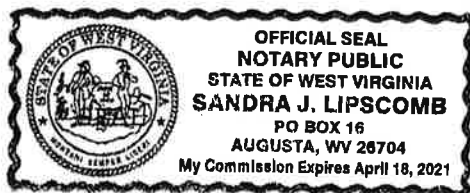
FNB Bank, Inc.,
a West Virginia Banking Corporation

By: *Travis G. Delaplain* (SEAL)
Travis G. Delaplain, President/CEO

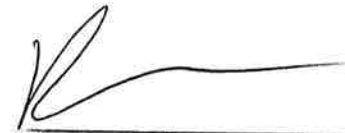
STATE OF WEST VIRGINIA,
COUNTY OF HAMPSHIRE, TO WIT:

I, *Sandra J Lipscomb*, a Notary Public, in and for the county and state aforesaid, do hereby certify that Travis G. Delaplain, in his capacity as President/CEO of FNB Bank, Inc., a West Virginia Banking Corporation, whose name is signed and affixed to the foregoing deed dated the 10th day of October, 2019, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 16 day of October, 2019.



Sandra J Lipscomb
Notary Public


Robert E. Lee (SEAL)

STATE OF FLORIDA

COUNTY OF BREVARD, TO WIT:

I, CHARLES SHARMAN, a Notary Public, in and for the county and state aforesaid, do hereby certify that Robert E. Lee, whose name is signed and affixed to the foregoing deed dated the 10th day of October, 2019, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 16 day of October, 2019.

SEAL  Charles Shorman
State of Florida
My Commission Expires 07/31/2023
Commission No. GG 345582 
Notary Public

THIS INSTRUMENT PREPARED BY:
HOLLY E. DANTE, ATTORNEY AT LAW
KEATON, FRAZER & MILLESON, PLLC
56 EAST MAIN STREET, ROMNEY, WEST VIRGINIA 26757

Z:\Janie\DEEDS\L\Lee fr FNB Bank.3.354 ac.2019.1085.wpd
mak/10-10-19

KEATON,
FRAZER,
& MILLESON,
PLLC
ATTORNEYS AT LAW
56 E. MAIN STREET
ROMNEY, WV 26757