

Prepared by:
Mark F. Hyson
The Law Office of Mark F. Hyson, PLC
86 E Lee Street
Warrenton, VA 20186
VSB No.: 48406

JOINT ENTRANCE AGREEMENT

31st THIS JOINT ENTRANCE AGREEMENT ("Agreement") is made as of MARCH, 2022, by and between Oak View National Bank (the "Bank") and ABC and J LLC, a Virginia limited liability company ("ABC and J").

R E C I T A L S:

R-1. Bank is the owner in fee simple of that parcel containing 1.23779 acres, located in Center Magisterial District, Town of Warrenton, Fauquier County, Virginia, being more particularly described on plat of survey dated June 9, 2006, prepared by Stanley D. Heiser, L.S., entitled "Plat Showing Street Dedication, Storm Drainage Easement and Sight Distance Easements on the Property of Middleburg Bank", which said plat is attached to and recorded with Deed of Dedication and Easement dated September 13, 2006 in the Clerk's Office of the Circuit Court of Fauquier County, Virginia ("Land Records") in Deed Book 1280 at Page 453 (the "Bank Parcel").

R-2. ABC and J is the owner in fee simple of that parcel containing 2.5461 acres, located in Center Magisterial District, Town of Warrenton, Fauquier County, Virginia, being more particularly described on plat of survey dated April 29, 1985, prepared by James H. Harris & Associates, Inc., entitled "Noland Shopping Center", which said plat is attached to and recorded with Deed recorded in the Land Records in Deed Book 490 at Page 86 (the "ABC and J Parcel").

R-3 The Bank Parcel and ABC and J Parcel are adjacent, with both fronting on Waterloo Street.

R-4 Bank intends to improve the Bank Parcel with a building for providing banking services to the public at large.

R-5 The ABC and J Parcel is improved with a shopping center.

R-6 Bank and ABC and J wish to plan and construct a joint entrance to serve both the Bank Parcel and the ABC and J Parcel.

AGREEMENT

NOW, THEREFORE, in consideration of the rights and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, on behalf of themselves and their successors and assigns, hereby agree as follows:

1. Joint Entrance. The parties agree to pursue the approval, construction, and maintenance of a joint entrance from Waterloo Street (the "Joint Entrance") providing ingress and egress to both the Bank Parcel and the ABC and J Parcel, as shown on the site plan attached hereto as Exhibit A.

2. Approval Costs. Bank, at Bank's sole expense, will cause all necessary site plans, construction plans, and applications to be prepared to secure all necessary governmental approvals for the construction and use of the Joint Entrance by the Bank Parcel and the ABC and J Parcel.

3. Execution of Applications. ABC and J agrees to promptly sign all applications, plans, and exhibits necessary to secure all governmental approvals for the construction and use of the Joint Entrance by the Bank Parcel and the ABC and J Parcel.

4. Granting of Easements. Upon securing all necessary governmental approvals for the construction and use of the Joint Entrance, the parties agree to grant and convey to the other construction, ingress, egress, and utility easements as may be reasonably necessary for the construction, maintenance and use of the Joint Entrance by the Bank Parcel and the ABC and J Parcel.

5. Construction Costs. Bank will be responsible for all construction costs for of the Joint Entrance. Bank will employ only licensed contractors to construct the Joint Entrance and will promptly pay all such contractors when due. Bank will not allow the ABC and J Parcel to become subject to any mechanics or materialmen's lien related to the construction of the Joint Entrance.

6. Maintenance Costs. Following completion of construction of the Joint Entrance, which shall be deemed complete upon approval of the final inspection, the parties will equally share in the costs of maintenance and upkeep of the Joint Entrance, including snow removal. Bank and ABC and J will meet at least once a year, or upon the written request of either party, to determine the reasonable maintenance and upkeep to be performed.

7. Insurance. At all times, Bank and ABC and J will keep the Bank Parcel and ABC and J Parcel, respectively, covered by commercially reasonable general liability policies of insurance providing coverage for claims, actions, losses, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from injury (including death) to the person or damage to or loss of property within the Joint Entrance area. Bank and ABC and J will work together in good faith to determine appropriate insurances coverages and whether to name the other as an additional named insured on each party's policy of insurance that provides coverage for the Joint Entrance area.

8. Indemnification. During the period of construction, Bank shall indemnify, defend and hold ABC and J harmless from and against any and all claims, actions, losses, liabilities, costs and expenses, including reasonable attorneys' fees, resulting from injury (including death) to the person or damage to or loss of the property of anyone arising out of or in connection with the construction of the Joint Entrance, however, in any event, Bank shall not indemnify ABC and J from its intentional misconduct or negligence.

9. Run With the Land. Unless otherwise terminated, the easements, rights and obligations set forth herein shall be for the benefit of and shall burden each party, its successors and assigns and all subsequent owners of the Bank Parcel and the ABC and J Parcel.

10. Failure to Enforce is No Waiver. The failure to enforce any requirement, restriction or standard herein contained shall not be deemed a waiver of the right to do so thereafter, or in other cases, nor of the right to enforce any other restriction.

11. Applicable Law. This Agreement shall be construed in accordance with the laws and judicial precedents in effect in the Commonwealth of Virginia.

12. Further Assurances. The parties hereto hereby agree for themselves and their successors and assigns to execute and deliver such documents in recordable form and do such further acts as may be reasonably necessary to effectuate the provisions of this Agreement.


Witness the following signatures this 31 day of March, 2022.

Oak View National Bank



By: Michael Ewing, Chairman and CEO (Seal)

ABC and J LLC



By: Andrea Ferrero, Manager (Seal)