

ROAD MAINTENANCE AGREEMENT

65-88

This ROAD MAINTENANCE AGREEMENT, made and entered into this 12th day of January, 1988, by and between MANLEY C. FAUBER and LOUISE H. FAUBER, husband and wife, parties of the first part; H. RICHARD SKUTT and MARY S. SKUTT, husband and wife, parties of the second part; and WALLACE E. FOGO and M. DOROTHY FOGO, husband and wife, parties of the third part.

W I T N E S S E T H

WHEREAS, the parties of the first part own a parcel of land containing approximately 108.97 acres, more or less, located on Route 705 in South River Magisterial District of Rockbridge County, Virginia, the property being the remaining portion of that tract of land conveyed unto the parties of the first part from Prentiss H. Womeldorf and Mary G. Womeldorf, husband and wife, by Deed dated March 20, 1963, and of record in the Clerk's Office of the Circuit Court of Rockbridge County, Virginia in, Deed Book 272, at Page 115; and

WHEREAS, the parties of the second part are contemporaneously with the execution of this agreement purchasing a 35.96 acres of the above 108.97 acre tract of land from the parties of the first part; and

WHEREAS, the parties of the third part are contemporaneously with the execution of this agreement purchasing a 11.12 acres of the above 108.97 acre tract of land from the parties of the first part; and

WHEREAS, the parties hereto have agreed upon the shared maintenance as herein provided for a private roadway located from the cattle guard, located on said private roadway to the end of the private roadway at the northeast boundary between the property being purchased by the parties of the second part and the parties of the third part, as is shown on the plat of the property being purchased by the parties of the second and third part, entitled "Parcels A and B being a portion of the property deeded to Manley C. Fauber and Louise H. Fauber, husband and wife, in Deed Book 272, at Page 115" made by James Douglas Dorsey, C.L.S., on November 6, 1987, revised January 1, 1988, and of record in the Clerk's Office of the Circuit Court of Rockbridge County, Virginia, in Deed Book 440, at Page 717 and incorporated herein by reference.

NOW THEREFORE, and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This Agreement is entered into to maintain a private roadway from the cattle guard located upon the same to the end of the private roadway at the northeast corner of the property line

between the parties of the second and third part as is shown on the above plat.

2. Once the private roadway is graveled and tarred in accordance with paragraph #9, the parties of the second and third part shall be responsible for paying their pro rata share of the road maintenance costs for the aforesaid private roadway from the cattle guard located on the private roadway to its end as defined above. The pro rata share for the parties of the second and third part shall be individually based upon the total number of feet contained within the private roadway to its end divided by the total number of feet of the private roadway which the other parties to this Agreement are responsible of maintaining.

3. The parties of the first of part shall be responsible for paying their pro rata share of the road maintenance costs for the aforesaid private roadway from the cattle guard located on the roadway to the point at which the private roadway enters the land being purchased by the parties of the second and third part, as is shown on the aforesaid mentioned plat near the southwest corner of the parcel being purchased by the parties of the third part. The pro rata share of the costs for the parties of the first part shall be based upon the total number of feet of private roadway from the cattle guard to the point at which the private roadway enters the land being purchased by the parties of the second and third part divided by the total number of feet of the private roadway which the other parties of this agreement are responsible for maintaining.

An example of how this works:

Assume there is 1000 feet of roadway from the cattle guard to the end and 750 feet of roadway from the cattle guard to the intersection with the property being purchased,

Owner A is responsible for	1000 feet
Owner B is responsible for	1000 feet
Owner C is responsible for	<u>750 feet</u>
Total	2750 feet

Owner A's responsibility would be $2750 \overline{) 1000} = .363\%$ of the costs of maintaining the roadway.

Owner B's responsibility would be $2750 \overline{) 1000} = .363\%$ of the costs of maintaining the roadway.

Owner C's responsibility would be $2750 \overline{) 750} = .272\%$ of the costs of maintaining the roadway.

4. The above pro rata portion paid by the parties to this Agreement, their successors and assigns, shall be used only to maintain that portion of the private roadway which they have a duty to help maintain as defined in paragraphs 1 and 2 above.

5. If the private roadway is extended upon the property of the parties of the second part the maintenance of said extension shall be the sole responsibility of the parties of the second part.

6. This maintenance agreement is specifically limited to the private roadway as is now located from the cattle guard to the end as defined above, and is not to be construed to apply to a roadway from Route 705 to the cattle guard nor to any side roads or driveways which may now or in the future extend off of the private roadway for which this agreement is entered into.

7. The duties of the parties of the second and third part are specifically contingent herein upon the parties of the first part graveling and tarring the privated roadway as outlined in paragraph #9.

8. The parties to this Agreement hereby covenant that future purchasers from them shall contribute to the maintenance of the aforesaid roadway on the same pro rata basis as set forth above.

An example of how this would work, assume Owner D upon the purchase of a parcel of land uses 500 feet of the roadway from the cattle guard to the entrance of his property:

Owner A is responsible for	1000 feet
Owner B is responsible for	1000 feet
Owner C is responsible for	750 feet
Owner D is responsible for	500 feet
Total	3250 feet

Owner A's responsibility would be $3250 \overline{) 1000} = .308\%$ of the costs of maintaining the roadway.

Owner B's responsibility would be $3250 \overline{) 1000} = .308\%$ of the costs of maintaining the roadway.

Owner C's responsibility would be $3250 \overline{) 750} = .230\%$ of the costs of maintaining the roadway.

Owner D's responsibility would be $3250 \overline{) 500} = .154\%$ of the costs of maintaining the roadway.

9. The parties of the first part do hereby agree to gravel and tar the private roadway involved in this Agreement prior to

May 1, 1988 or as soon thereafter as weather and ground conditions permit.

10. This Agreement shall be binding upon the inure to the benefit of the parties hereto, their heirs, successors and assigns.

WITNESS the following signatures and seals:

Manley C. Fauber (SEAL)
MANLEY C. FAUBER

Louise H. Fauber (SEAL)
LOUISE H. FAUBER

H. Richard Skutt (SEAL)
H. RICHARD SKUTT

Mary S. Skutt (SEAL)
MARY S. SKUTT

Wallace E. Fogo (SEAL)
WALLACE E. FOGO

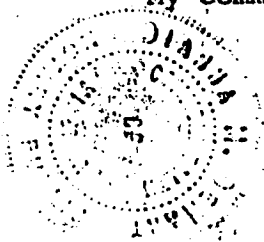
M. Dorothy Fogo (SEAL)
M. DOROTHY FOGO

STATE OF VIRGINIA, AT LARGE

CITY/COUNTY OF Bedford, to-wit:

The foregoing instrument was acknowledged before me this 12th day of January, 1988, by MANLEY C. FAUBER and LOUISE H. FAUBER.

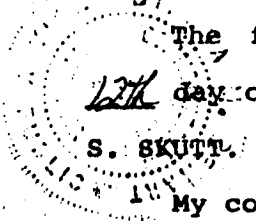
My commission expires: 3-14-89



Diana M. DeBart
NOTARY PUBLIC

STATE OF VIRGINIA, AT LARGE

CITY/COUNTY OF Leington, to-wit:



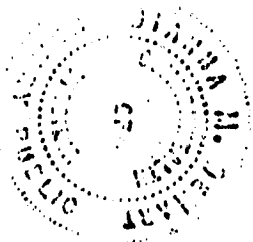
The foregoing instrument was acknowledged before me this 12th day of January, 1988, by H. RICHARD SKUTT and MARY S. SKUTT.

My commission expires: 3-14-89

Diana M. DeBart
NOTARY PUBLIC

STATE OF VIRGINIA, AT LARGE

CITY/COUNTY OF Leington, to-wit:



The foregoing instrument was acknowledged before me this 12th day of January, 1988, by WALLACE E. FOGO and M. DOROTHY FOGO.

My commission expires: 3-14-89

Diana M. DeBart
NOTARY PUBLIC

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROCKBRIDGE COUNTY

The foregoing instrument of writing was presented in this office, and with the certificate(s) or acknowledgment(s) thereto annexed, is admitted to record at 2:34 o'clock (A.M./P.M.) on the 12th day of January, 1988
State Tax \$ 00.15 County Tax \$ 00.05 City Tax \$
I certify that the taxes required by Section 58-54.1 of the Code of Virginia, when applicable, have been paid in the amount of \$

ATTEST: Bruce Peterson CLERK