

THIS ROAD MAINTENANCE AGREEMENT is made and entered into this 15th day of January, 2015 by and between ANDREW M. THOMPSON and DANA W. THOMPSON, GRANTORS and GRANTEES;

WITNESSETH

WHEREAS Andrew M. Thompson and Dana W. Thompson, as Grantors, are the owners of a certain tract or parcel of land containing 4.6907 acres, more or less, (Tax map 27-49E) in the Piedmont Magisterial District, Rappahannock County, Virginia being the property conveyed to Grantors by deed from Joe R. Krienke and Stephanie M. Thompson-Krienke, dated July 3, 2006 recorded as Instrument No. 06-1290 in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia; and

WHEREAS the property of Grantors share the use of a variable width right of way for ingress and egress to and from U.S. Highway Route 211 as shown, in part, on a plat of survey prepared by Wayne E. Niskanen, CLS, Land Surveys, Inc., dated June 28, 2001 attached to instrument recorded as Instrument No. 02-25 in the aforesaid Clerk's Office, on a plat of survey prepared by Wayne E. Niskanen, CLS, Land Surveys, Inc., dated March 17, 1993 attached to instrument recorded in Deed Book 197, page 60 in the aforesaid Clerk's Office and on a plat of survey prepared by Wayne E. Niskanen, CLS, Land Surveys, Inc., dated October 21, 1988 attached to instrument recorded in Deed Book 171, page 430 in the aforesaid Clerk's Office; and

WHEREAS Grantors desire to memorialize their understanding with respect to the ongoing maintenance of said right of way and to better define the rights and responsibilities with respect to the maintenance of the roadway located within the right of way.

NOW THEREFORE THIS ROAD MAINTENANCE AGREEMENT FURTHER WITNESSEETH: that in consideration of the foregoing and the benefits to accrue to the parties hereto, Andrew M. Thompson and Dana W. Thompson, as Grantors and Grantees, do hereby declare and agree as follows:

Grantors agree as the owners of the parcel hereinabove described, that they and their successors in title shall be responsible for costs of maintaining or repairing the existing roadway constructed within said right of way above described, to include the cost of gravel, grading, culvert replacement and any other normal repair and maintenance to said road way. The terms "maintenance" and "repair" shall include but not be limited to repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or re-cutting ditches as necessary, mowing and trimming brush along the road sides, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

In the event of a future subdivision of the property of Grantors, any new parcel owner shall be responsible for a share of such maintenance and repair cost pro rated based upon the new number of parcels created from the Grantors' property.

Present and future owners of the Grantors' property shall have no responsibility for sharing in the cost of maintaining and repairing any driveway serving such property not within the right of way.

Grantors agree, for themselves and their successors and/or assigns, that they shall not overburden the use of the roadway and right of way in such a manner to cause any physical damage to it other than ordinary wear and tear by passenger

vehicles. Accordingly, such parties agree that should they overburden the use of the roadway or right of way by reason of overweight trucks, construction equipment, or any other usage, including agricultural use, such party causing the damage shall be solely responsible to repair the same promptly so as to permit the free and uninterrupted flow of vehicular traffic over and along said roadway.

There shall be no obligation on the undersigned parties to upgrade the road to a superior condition than exists on the date hereof. In the event that it shall be determined in the future by the unanimous decision of the owners of parcels served by the right of way that it is desirable to make improvements to the roadway or right of way, other than ordinary maintenance, the owner of each parcel served by the right of way shall be liable for his or her proportionate share of such expense.

Each property owner shall be personally liable and responsible for that owner's share of the maintenance and repair expenses provided herein which are incurred during the ownership of his or her parcel, and shall pay to the owner arranging for or entity performing the work that owner's share within fourteen (14) days following completion of such work. If any parcel owner shall fail to pay that owner's proportionate share of the costs of maintenance and repair for which they are responsible as provided herein, any other owner or the person or entity performing such maintenance and repair may bring an action at law against such owner failing to pay that owner's proportionate share, and shall in addition, be entitled to recover their reasonable attorney's fees and court costs incurred in connection with such action.

The agreements set forth herein shall be covenants running with the above described lands of Grantors so as to apply to all present and future owners of the properties described above. Any successors in interest to the parties to this agreement

shall become a party to this agreement and shall be bound by the terms hereof.

WITNESS the following signatures and seals..



ANDREW M. THOMPSON (SEAL)



DANA W. THOMPSON (SEAL)

STATE OF VIRGINIA

COUNTY OF _____, ss;

I, _____, a Notary Public in and for the
County and State aforesaid, hereby certify that **ANDREW M. THOMPSON** and
DANA W. THOMPSON have this day acknowledged the same before me in my
County and State aforesaid.

Given under my hand this ____ day of _____, 2015.

(SEAL)

Notary Public

My commission expires: _____

My notary registration number: