

21-1540-1

This document prepared by:

Taylor R. Odom, Attorney (VA Bar 85890)
711 Cole St, Charlottesville, VA 22901

Consideration: \$4,654.40

Rappahannock Tax Map Nos.: 26-15, 26-16, 26-16B, 26-16C, 26-16D, 26-16E, 26-17, and 26-18

THIS ROAD MAINTENANCE AGREEMENT (the "Agreement") made and entered into this 28th day of September, 2021 by and between **PAULA JONES-ALBANNA, SUCCESSOR TRUSTEE** of the Roger Jones Revocable Trust, dated June 1, 2018, party of the first part, Grantor and Grantee (hereinafter "Jones"); **PADUA LLC**, a Virginia limited liability company, party of the second part, Grantor and Grantee (hereinafter "Padua LLC"); **SHAWN THOMPSON and JACOBUS HEYMANN**, together, party of the third part, Grantors and Grantees (hereinafter "Heymann"); **PAULO NEUHAUS and MARGOT SCHNITZER DE NEUHAUS, TRUSTEES** of the PAULO AND MARGOT NEUHAUS FAMILY REVOCABLE TRUST dated August 27, 2015, as amended, together, party of the fourth part, Grantors and Grantees (hereinafter "Neuhaus"); LISA D. **EILAND** and **STUART EILAND**, together, party of the fifth part, Grantors and Grantees (hereinafter "Eiland"); **JOHANNA MARIE DAY**, party of the sixth part, Grantor and Grantee (hereinafter "Johanna"); and **MAUREEN F. DAY**, party of the seventh part, Grantor and Grantee (hereinafter "Maureen").

WITNESSETH:

WHEREAS Jones, party of the first party, is the owner of a certain tract or parcel of land situate, lying and being in Rappahannock County, Virginia, containing 52.286 acres, more or less, and known as Rappahannock County Tax Map **26-18** (the "Jones Property").

WHEREAS Padua, party of the second part, is the owner of a certain tract or parcel of land situate, lying and being in Rappahannock County, Virginia, containing 31.067 acres, more or less, and known as Rappahannock County Tax Map **26-16** (the "Padua Property").

WHEREAS Heymann, party of the third part, is the owner of a certain tract or parcel of land situate, lying and being in Rappahannock County, Virginia, containing 39.16 acres, more or less, and known as Rappahannock County Tax Map **26-15** (the "Heymann Property").

WHEREAS Neuhaus, party of the fourth part, is the owner of certain tracts or parcels of land situate, lying and being in Rappahannock County, Virginia, containing 12.6806 acres, more or less, and 2.155 acres, more or less, and known as Rappahannock County Tax Maps **26-16B** and **26-16E**, respectively (together, the "Neuhaus Property").

WHEREAS Eiland, party of the fifth part, is the owner of that certain tract or parcel of land situate, lying and being in Rappahannock County, Virginia, containing 9.876 acres, more or less, and known as Rappahannock County Tax Map **26-16C** (the "Eiland Property").

Return To: JD in Title
11-5-2021

WHEREAS Johanna, party of the sixth part, is the owner of a certain tract or parcel of land situate, lying and being in Rappahannock County, Virginia, containing 14.343 acres, more or less, and known as Rappahannock County Tax Map **26-16D** (the "Johanna Property").

WHEREAS Maureen, party of the seventh part, is the owner of a certain tract or parcel of land situate, lying and being in Rappahannock County, Virginia, containing 17.046 acres, more or less, and known as Rappahannock County Tax Map **26-17** (the "Maureen Property").

WHEREAS the above-described parcels are served by a joint access easement of right-of-way along Padua Lane to State Route 612 (the "Easement").

WHEREAS the Padua Property, the Heymann Property, the Neuhaus Property, the Eiland Property, the Johanna Property, and the Maureen Property have ingress and egress rights to State Route 612, along Padua Lane, and over the existing bridge (the "Bridge") which crosses over a stream located on the eastern side of the Padua Property.

WHEREAS the Jones Property has ingress and egress rights to State Route 612, along Padua Lane, and through the stream ford, but not across the Bridge, as shown on that certain plat of survey entitled "Plat Showing James A. Atkins Land & Right-Of-Way" prepared by J.R. Nicely, C.L.S., dated September 14, 1973, revised September 8, 1973 (the "Plat"), and recorded January 17, 1974 in Deed Book 109 at Page 617 among the land records in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia (the "Land Records").

WHEREAS after consideration of the costs necessary to account for past-construction of the Bridge and for access to State Route 612 across the Bridge, Jones desires to contribute the amount of **four thousand six hundred fifty-four and 40/100 Dollars (\$4,654.40)** which said amount shall be known as the "Contribution". Upon deposit of the Contribution with the Escrow Agent (as defined below), the Jones Property shall have a perpetual right to access State Route 612 across the Bridge.

WHEREAS it is the desire of the parties hereto to better define the rights and responsibilities of each of the properties having the right to use the aforementioned right-of-way and the aforementioned Bridge as set forth and described on the Plat and other instruments of record in the Land Records.

NOW THEREFORE THIS ROAD MAINTENANCE AGREEMENT FURTHER WITNESSETH AS FOLLOWS: That for and in consideration of the foregoing and the future benefits to accrue to the parties hereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Jones, Padua, Heymann, Neuhaus, Eiland, Johanna, and Maureen, do hereby agree as follows:

Each of the parties hereto agree, as the owners of the properties hereinabove described, that they shall be responsible, as set forth below, of the cost of maintaining or repairing Padua Lane, and the Bridge, to include the cost of gravel, grading, culvert replacement and any other normal repair and maintenance to Padua Lane and the Bridge, provided, no party has the power to bind any Bridge Contributor (as defined below) or Lane Contributor (as defined below) to specific costs without the consent of the Bridge Contributor or Lane Contributor;

The Bridge:

1) **Bridge Access for the Jones Property.** The Jones Property is hereby granted access rights to use the Bridge to access State Route 612 in consideration of the Contribution and the rights and obligations in this Agreement;

2) **Repair and Maintenance.** Each of the parties known as Bridge Contributors (as defined in Section 3 below) agree to be equally responsible for the costs of repair and maintenance of the Bridge. The Bridge Contributors shall elect an escrow agent (the "Escrow Agent") to hold the Contribution in escrow. If all of the Bridge Contributors decide that additional funds for the maintenance and repair of the Bridge are necessary, then said funds shall be owed equally by the Bridge Contributors for the costs of repair and maintenance of the Bridge and said funds shall be deposited with the Escrow Agent for payment of the maintenance and repair of the Bridge. The Escrow Agent shall initially be Padua;

3) **Bridge Contributor.** A Bridge Contributor shall be responsible for the costs of maintenance and repair of the Bridge. If a party herein has a single-family residence on its property, then that party shall be known as a "Bridge Contributor" for purposes of this Agreement. If a party herein engages in an activity on its property which causes the frequency of use of the Bridge to be equal to or greater than the use by a single family then that party shall be considered a Bridge Contributor. If a party herein has applied for a building permit to construct a single-family home, then that party shall be considered a Bridge Contributor. If a party herein has listed its property for sale, then that party shall be considered a Bridge Contributor. If any of the parties herein conveys its property to someone, other than a party to this Agreement, then the subsequent owner of the conveyed Property shall be a Bridge Contributor.

4) **Replacement of the Bridge.** If the Bridge is destroyed or collapses due to no fault or negligence of the parties to this Agreement, then all parties to this agreement shall contribute to the replacement of the Bridge. The obligation to replace the Bridge under this Section 4 shall apply to all parties to this Agreement regardless if party is a Bridge Contributor or not;

Padua Lane:

5) **Repair and Maintenance.** Each of the parties known as "Lane Contributors" (as defined below in Section 6) agree to be responsible for the costs of repair and maintenance of the easement over Padua Lane as described in Section 7 below. If all of the Lane Contributors decide that additional funds for the maintenance and repair of Padua Lane is necessary, then said funds shall be owed by the Lane Contributors, according to Section 7 below, for the costs of repair and maintenance of the Lane and said funds shall be deposited with the Escrow Agent;

6) **Lane Contributor.** A Lane Contributor shall be responsible for the costs of maintenance and repair of the easement over Padua Lane. If a party herein has a single-family residence on its property, then that party shall be known as a "Lane Contributor". If a party herein engages in an activity on its property which causes the frequency of use of the Lane to

be equal to or greater than the use by a single family then that party shall be considered a Lane Contributor. If a party herein has applied for a building permit to construct a single-family home, then that party shall be considered a Lane Contributor. If a party herein has listed its property for sale, then that party shall be considered a Lane Contributor. If any of the parties herein conveys its property to someone, other than a party to this Agreement, then the subsequent owner of the conveyed Property shall be a Lane Contributor.

7) **Lane Contributor Share.** Each Lane Contributor's share of maintaining Padua Lane shall be determined by dividing the cost of maintenance or repair of the roadway, or any portion thereof, among the Lane Contributors using each segment of the roadway to access their respective property.

The following example shall illustrate how each Lane Contributor shall contribute to the segment of the roadway based on segments measured from the beginning of Padua Lane to each of the Lane Contributors' driveway entrances onto Padua Lane:

Example: there are four (4) Lane Contributors known as LC1, LC2, LC3, and LC4 resulting in four (4) segments of Padua Lane for purposes of cost-sharing.

The agreed cost to maintain the roadway is \$1,000.

1st Segment: LC1's driveway is .25 mile from the beginning of Padua Lane

2nd Segment: LC2's driveway is .5 mile from the beginning of Padua Lane.

3rd Segment: LC3's driveway is .75 mile from the beginning of Padua Lane.

4th Segment: LC4's driveway is 1 mile from the beginning of Padua Lane.

\$1,000 is divided between each of the Segments.

The \$250 attributable to the 1st Segment is split evenly between LC1, LC2, LC3, and LC4.

The \$250 attributable to the 2nd Segment is split evenly between LC2, LC3, and LC4.

The \$250 attributable to the 3rd Segment is split evenly between LC3 and LC4.

The \$250 attributable to the 4th Segment is owed solely by LC4.

(The parties may provide an attachment to this Agreement stating the distances of each segment for which said attachment shall be known as "Exhibit A".)

Additional Terms:

8) **Division.** In the event of a division of any of the above-described properties, the newly created parcel shall be subject to the terms and conditions of this Agreement.

9) **Damage.** The parties agree that should any parcel owner cause damage to the Bridge or Padua Lane, then such party causing the damage shall be solely responsible to repair the same as quickly as possible to the condition it was in immediately prior to such damage so as to permit the free and uninterrupted flow of traffic over the Bridge and along Padua Lane.

10) **Definition of Maintenance and Repair.** 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, 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. However, "maintenance" and repair" shall not include brush-trimming or snow removal.

11) **Upgrading Padua Lane.** Except as otherwise provided herein, there shall be no obligation on the undersigned to upgrade the road to a superior condition than a gravel road unless all of the property owners in this Agreement agree to such upgrade in writing. Nothing herein shall require any parties to be responsible for the maintenance of an entranceway, road or driveway which is not located within the right of way referred to above.

12) **Covenants Running with the Land.** This Agreement hereby shall be a covenant running with the land, so as to apply to all present and future owners of the properties described above. Any successor in interest to the parties to this Agreement shall become a party to this Agreement and shall be bound by the terms hereof.

13) **Notification of Termination of Use of Padua Lane.** Notwithstanding any terms and conditions set forth above, in the event that any party subject to this Agreement constructs an alternative entrance to his or her property or makes alternative arrangements for ingress and egress to his or her property such that the roadway designated here is no longer used as an entrance road by said party, then that property owner may give written notice of termination to all the other property owner(s) covered by this Agreement, which notice shall be effective (a) sixty (60) days after delivery in person or by certified mail, return receipt requested, of said notice to all other parties and (b) payment of all outstanding amounts due under this Agreement. Upon expiration of the sixty (60) day period and payment of all sums due, such termination shall be final as to said party and said party shall have no further obligations or rights hereunder. The remaining parties shall bear the increased costs of bridge and road maintenance according to the terms of this Agreement.

[Signatures on following pages.]

[The remainder of this page left blank intentionally.]

WITNESS the following signature and seal:

Roger Jones Revocable Trust,
dated June 1, 2018

Paula Jones Albanna ^{Trustee} (SEAL)
Paula Jones-Albanna, Successor Trustee

State: Virginia

County/City: Prince William / Haymarket

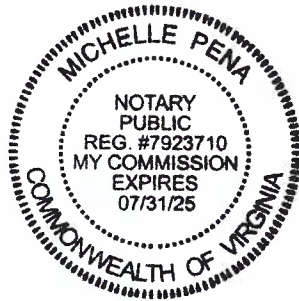
ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BY **Paula Jones-Albanna,**
Successor Trustee of the Roger Jones Revocable Trust, dated June 1, 2018, before me, a
notary public for the above jurisdiction, this 21 day of October, 2021.

Michelle Pena

NOTARY PUBLIC

Registration Number: 7923710

My Commission Expires: 07/31/25



Witness the following signature and seal:

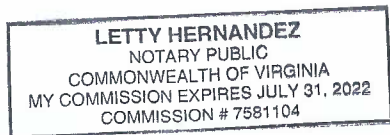
Padua LLC,
a Virginia limited liability company

By: Donal B. Day (SEAL)
Donal Bruce Day, Member

State: Virginia

County/City: Albemarle

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BY **Donal Bruce Day**, as Member on behalf of Padua LLC, a Virginia limited liability company, before me, a notary public for the above jurisdiction, THIS 27 DAY OF October, 2021.



[Signature]
NOTARY PUBLIC

Registration Number: 7581104

My Commission Expires: July 31, 2022

Witness the following signatures and seals:

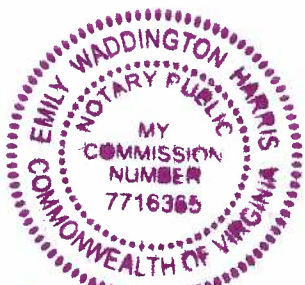
Shawn Thompson (SEAL)
Shawn Thompson

Jacobus Heymann (SEAL)
Jacobus Heymann

State: Virginia

County/City: Rappahannock, Sperryville

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BY **Shawn Thompson** and **Jacobus Heymann**, before me, a notary public for the above jurisdiction, THIS 16th DAY OF October, 2021.



ex pires
9/30/2025

EW/Hmh
NOTARY PUBLIC

Registration Number: 7716365

My Commission Expires: 9/30/2025

Witness the following signature and seal:

PAULO AND MARGOT NEUHAUS FAMILY
REVOCABLE TRUST dated August 27, 2015, as
amended

Paulo Neuhaus (SEAL)
Paulo Neuhaus, Trustee

Margot Schnitzer de Neuhaus (SEAL)
Margot Schnitzer de Neuhaus

State: Virginia

County/City: Rappahannock

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BY **Paulo Neuhaus and Margot Schnitzer de Neuhaus**, as Trustees of the PAULO AND MARGOT NEUHAUS FAMILY REVOCABLE TRUST dated August 27, 2015, as amended, before me, a notary public for the above jurisdiction, THIS 28th DAY OF September, 2021.

Emily Waddington Harris
NOTARY PUBLIC

Registration Number: 7716365

My Commission Expires: Sept. 30, 2021



ex. 9/30/2021

Witness the following signatures and seals:

Lisa D. Eiland (SEAL)
Lisa D. Eiland

Stuart A. Eiland (SEAL)
Stuart Eiland

State: West Virginia

County/city: Hampshire

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BY **Lisa D. Eiland** and **Stuart Eiland**, before me, a notary public for the above jurisdiction, THIS 19th DAY OF October, 2021.



Susan S. Jaeger
NOTARY PUBLIC

Registration Number: N/A

My Commission Expires: March 22, 2025

Witness the following signature and seal:

_____(SEAL)
Johanna Marie Day

State: _____

County/City: _____

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BY **Johanna Marie Day**, before me, a notary public for the above jurisdiction, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

Registration Number: _____

My Commission Expires: _____

Witness the following signature and seal:

Maureen F. Day (SEAL)

State: Virginia

County/City: Rappahannock

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BY **Maureen F. Day**, before me, a notary public for the above jurisdiction, THIS 21st DAY OF October, 2021.

Emily Harris
NOTARY PUBLIC

Registration Number: 7716365

My Commission Expires: 9/30/2025



ex, 9/30/2025

Exhibit A

BEFORE							
	Distance from 612	Section Distance	Day	Thompson/Heymann	Neuhaus		
Section 1	357	357	119	119	119		
Section 2	1778	1421	0	710.5	710.5		
Section 3	3212	1434		0	1434		
Feet		3212	119	829.5	2263.5		
Share %			3.70%	25.83%	70.47%		
				Total	100.00%		
AFTER							
	Distance from 612	Section Distance	Day	Thompson/Heymann	Jones	Neuhaus	
Section 1	357	357	89.25	89.25	89.25	89.25	
Section 2	1778	1421	0	473.7	473.7	473.7	
Section 3 (Est)	2298	520	0	0	260	260	
Section 4	3212	914	0	0	0	914	
Feet		3212	89.25	563	822.9	1736.9	
Share %			2.78%	17.53%	25.62%	54.08%	
				Total	Total	100.00%	

21-1540-14

INSTRUMENT 210001540
RECORDED IN THE CLERK'S OFFICE OF
RAPPAHANNOCK CIRCUIT COURT ON
NOVEMBER 5, 2021 AT 03:46 PM
MARGARET R. RALPH, CLERK
RECORDED BY: DWV