

0931

PRIVATE ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 31st of May, 1991 by and between RICHARD D. WARREN and AUDREY R. WARREN, his wife, parties of the first part, RAYMOND J. MORRIS, JR. and MARGARET C. MORRIS, his wife, parties of the second part; and EDWARD M. JOHNSON and CHRISTINE R. JOHNSON, his wife, parties of the third part.

WHEREAS, the parties of the first part are the owners of Parcel A-2A containing 34.8978 acres, more or less, (hereinafter referred to as the Warren Parcel) as shown on a plat and survey made Walter L. Phillips, Incorporated, and certified correct by Jerry A. Knight, L.S., dated June 21, 1990, revised on March 6, 1991, and recorded in Deed Book 1124 at Page 1094 among the Circuit Court land records of Loudoun County, Virginia; and

WHEREAS, the parties of the second part are the owners of Parcel A-2B containing 10.0000 acres, (hereinafter referred to as the Morris Parcel), having acquired the same by a Deed from Richard D. Warren and Audrey R. Warren and of record in the Clerk's Office of the Circuit Court of Loudoun County, Virginia, in Deed Book 1125 at Page 1635 and

WHEREAS, the parties of the third part are the owners of that certain parcel of land containing 50.7498 acres, more or less, (hereinafter referred to as the Johnson parcel) to which boundary the hereinafter 50 foot wide easement extends and over which it continues, having acquired the same by Deed recorded in Deed Book 1030, Page 1047 in the Clerk's Office of the Circuit Court of Loudoun County, Virginia; and

FOUNTAINHEAD TITLE GROUP  
2960 CHAIN BRIDGL RD. STE 300  
OAKTON, VA 22124

*Please  
return to:  
#1203F*

HALL, MORGAN, ENGLE  
HARAN & MITCHELL  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA  
WINCHESTER, VIRGINIA

1125/1645

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WHEREAS, a dirt and gravel private access road, indicated as a 50-foot Ingress-Egress Easement (hereinafter referred to as Roadway) on the aforesaid Plat and continued on the Johnson parcel; has been constructed from Beaver Dam Bridge Road, State Route 746 within said 50 foot easement to serve the parcels described above for ingress-egress and utilities referred to above; and

WHEREAS, the Johnson parcel is in the process of subdivision into two lots of approximately twenty-five acres each which are to be served by said Roadway and over one lot of which the Roadway continues; and

WHEREAS, it appearing to the parties hereto, as current owners of the aforesaid parcels, that it is in the mutual interest of said parties, their heirs, successors and assigns to provide for maintenance and repair of said Roadway by all owners of all parcels.

NOW THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt of which is acknowledged, the parties hereby impose the following restriction and covenants upon their respective parcels:

1. The Roadway will be maintained, to the extent of its entire length, width and configuration, as a dirt and gravel road in a condition sufficient to adequately serve the parcels of land as an ingress egress and utility easement.

2. Costs of any and all maintenance, repair and snow removal on the aforesaid Roadway, or any portion thereof, shall be borne by all of the then owners of the various aforesaid parcels on a pro-rata basis, as follows:

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At such time as it becomes necessary, as determined by two-thirds (2/3) of the lot owners, to make expenditures for road repairs and maintenance, (in the absence of a specific benefit identifiable to one or more of the parties above) each user shall be assessed and apportioned an amount of the actual road maintenance and repair costs based generally as follows:

Parcel A-2B (Morris)	. . . . .	0%
Parcel A-2A (Warren)	. . . . .	33 1/3%
50 acre parcel (Johnson)	. . . . .	66 2/3%

3. Since Parcel A-2B owned by Morris is serviced only for a short distance at the common entrance of the Roadway to Route 746, it is not intended that this Parcel would be assessed such routine expenses as snow clearance; however, this parcel shall be assessed equally with the other parcels for repair work in common-use area (entrance area).

4. All assessments for maintenance and repairs shall be due and payable by the parcel owner within fifteen (15) days from the presentation of such assessments. Nonpayment of said assessments within thirty (30) days from the date of presentation shall constitute a lien on said parcel.

5. During periods of construction of any new residence by any of the parties hereto, their heirs, successors and assigns, or other unusual use, where damage is caused to the roadway as the result of such unusual use, the parcel owner responsible for said unusual use shall be solely responsible for restoring the roadway to its original condition within twenty (20) days after damaging the roadway.

6. Each parcel shall bear its own expense of maintenance of the driveway serving that parcel.

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This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns, for a period of ninety-nine (99) years from the date of this agreement, unless the majority of the then owners of said parcels entitled by the terms of this agreement to the use of said Roadway agree to terminate or modify this Agreement.

WITNESS the following signatures and seals:

Richard D. Warren (SEAL)  
RICHARD D. WARREN

Audrey R. Warren  
by Richard D. Warren  
her Attorney-in-Fact (SEAL)  
AUDREY R. WARREN

By Richard D. Warren, her Attorney-in-Fact

Raymond J. Morris, Jr. (SEAL)  
RAYMOND J. MORRIS, JR.

Margaret C. Morris (SEAL)  
MARGARET C. MORRIS

Edward M. Johnson (SEAL)  
EDWARD M. JOHNSON

Christine R. Johnson (SEAL)  
CHRISTINE R. JOHNSON

STATE OF VIRGINIA:  
COUNTY OF Sanderson, to-wit:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 1991, by Richard D. Warren and Audrey R. Warren\* in my State and County as aforesaid.

Elizabeth D. Rugg  
Notary Public

My Commission Expires:  
June 15 1992

\*Audrey R. Warren, by Richard D. Warren, by Specific Power of Attorney recorded prior hereto among these land records

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MAHAN & MITCHELL  
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WINCHESTER, VIRGINIA



STATE OF VIRGINIA:  
COUNTY OF Stafford, to-wit:

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 1991, by Raymond J. Morris, Jr. and Margaret C. Morris in my State and County as aforesaid.

[Signature]  
Notary Public

My Commission Expires:

11-6-92

STATE OF VIRGINIA:  
COUNTY OF Louisiana, to-wit:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of JUNE, 1991, by Edward M. Johnson in my State and County as aforesaid.

[Signature]  
Notary Public

My Commission Expires:

...

STATE OF VIRGINIA:  
COUNTY OF Howard, to-wit:

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of May, 1991, by Christine R. Johnson in my State and County as aforesaid.

[Signature]  
Notary Public

My Commission Expires:

June 15, 1992

M13:017

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MAHAN & MITCHELL  
ATTORNEYS AT LAW  
LEESBURG, VIRGINIA  
WINCHESTER, VIRGINIA

RECORDING INSTRUMENT ANNEXED

91 JUN -7 PM 1:22

ROBERTSON CO. VA.  
[Signature]