

BOOK 411 PAGE 0843

19252 THIS ROAD MAINTENANCE AGREEMENT, is made and entered into this 1st day of July, 1988, by and between the below signed individuals, who are seized and possessed of the fee simple ownership to certain parcels of land which abut a private road, which is a 50' right of way, leading from State Route 650, said parcels lying and being in Taylor District, Orange County, Virginia, and said 50' right of way being more particularly shown and described on a plat of survey dated September 11, 1987, made by Stearns L. Coleman, C.L.S., recorded in the Clerk's Office of the Circuit Court of Orange County, Virginia, in Deed Book 405, page 461.

WHEREAS, the below signed individuals desire to enter into a maintenance agreement to insure the maintenance and good upkeep of the aforementioned private road as it leads from Virginia State Route 650.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and the benefits accruing to the parties hereto, their heirs, successors and assigns, as the result of this Agreement, the parties hereto do hereby agree to maintain the aforesaid road in a passable condition at all times, and the parties hereto do hereby agree to share on a prorata basis the costs and expenses connected with the maintenance of said roadway.

FUBCELL AND WALKER
ATTORNEYS AND
COUNSELLORS AT LAW
100 WEST MAIN STREET
ORANGE, VIRGINIA 22973

*Delivered to
Mackelford, Hounding, Frank Thomas
Orange
July 14, 1988*

BOOK 411/MS0844

It is expressly understood and agreed by and between the parties hereto that the extent of the obligation of the parties hereto shall be to maintain said roadway in its present condition, and this Agreement shall in no way obligate the said parties hereto to upgrade the surface of the said roadway with asphalt, pavement or any other materials different from what presently exists on the roadway. Further, this Agreement shall automatically terminate at such time and if the roadway is accepted into the county or state road system and the responsibility for such maintenance is accepted by such governing body. It is further expressly understood and agreed by and between the parties hereto that the purpose of this Agreement is not to increase the obligations of the undersigned or limit the obligations of anyone not a party hereto who may have a current liability for the upkeep and maintenance of said road, but rather to insure the continued maintenance of said road and the integrity of the neighborhood.

The parties hereto do hereby agree that all of the requirements of this Agreement shall be binding upon their heirs, successors and assigns.

WITNESS the following signatures and seals.

 (SEAL)
William R. Verling

-2-

BOOK 411 PAGE 0845

Walter G. Verling (SEAL)
Walter G. Verling, Sr.

Mary Virginia Verling (SEAL)
Mary Virginia Verling

STATE OF VIRGINIA
County of Orange, to-wit:

The foregoing instrument was acknowledged before me
this 9th day of July, 1988, by WILLIAM R. VERLING.

Ann H. Jordan
Notary Public

My commission expires 9/23/88

STATE OF VIRGINIA
County of Orange, to-wit:

The foregoing instrument was acknowledged before me
this 6th day of July, 1988, by WALTER G. VERLING,
SR., and MARY VIRGINIA VERLING.

Jane Verling Bledsoe
Notary Public

My commission expires 1/12/90



ORANGE COUNTY CIRCUIT COURT CLERK'S OFFICE, VIRGINIA
This instrument dated July 8, 1988 was this July 8, 1988 State Tax _____
day received in this office together with the certificate County Tax _____
thereon admitted to record at 1:30 o'clock P.M. Transfer _____
witness: Recording 10.00
Add. Tax _____
Total 10.00

Ulisses F. Jones, Jr. Clerk
by William R. Verling Deputy Clerk