

## Road Maintenance Agreement

WHEREAS, Michael S. Gesling, Trustee for the Michael S. Gesling Living Trust and Tara L. Gesling, Trustee for the Tara L. Gesling Living Trust, are the owners of certain parcels of property in Orange County, Virginia, shown as Lots 2, 3 and 4 on a plat of survey by James Luther, P.C., dated February 20, 2006 and revised April 10, 2006, titled "Subdivision of land of Michael S. Gesling, Trustee and Tara L. Gesling, Trustee, Instrument No. 030004716 and Deed Book 263, Page 178" and recorded immediately prior hereto. That the access for ingress and egress to all these lots are served by a 50 foot right of way as shown on the aforementioned plat.

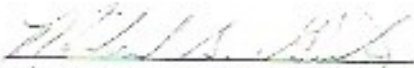
NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and the benefits accruing to the parties hereto, their heirs, successors and assigns, as the result of this Agreement, do hereby agree to maintain the right of way in a passable condition at all times, and that all land owners including Michael S. Gesling and Tara L. Gesling, and anyone they sell a lot to that has access by way of this right of way and anyone who may in the future have a legal right to use the road shall contribute on a prorata basis the costs and expenses connected with the maintenance of the roadway.


That as long as Michael S. Gesling and Tara L. Gesling are the owners of any lot serviced by the road, and since they own, at this time, the actual fee upon which the road is constructed, they shall have control of the maintenance and repair of the roadway. Michael S. Gesling and Tara L. Gesling shall control the maintenance and repair of the road. Any request for repair and maintenance shall be directed to them. When repairs are required each lot owner shall be assessed a prorata share of the cost. The annual cost shall not exceed \$500.00 without the agreement of the majority of the lot owners. Maintenance shall include, but not be limited to repair of potholes, ditch clearing, mud showing through gravel, tree removal if a tree falls in the road, and snow removal.

It is expressly understood and agreed that the extent of the obligation shall be to maintain the roadway in its present condition and this Agreement shall in no way obligate any party to upgrade the surface of the 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 that the roadway is accepted into the county or state road system and the responsibility for such maintenance is accepted by such governing body.

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)  
Michael S. Gesling, Trustee for the Michael  
S. Gesling Living Trust

 (seal)  
Tara L. Gesling, Trustee for the Tara S.  
Gesling Living Trust

State of Virginia,

County of Orange, to wit:

The foregoing instrument was acknowledged before the undersigned Notary this 22<sup>nd</sup> day of May, 2006 by Michael S. Gesling and Tara L. Gesling.

  
Notary Public  
Commissioned as Jessica N. Tarnon

My commission expires: 12/31/09

INSTRUMENT #060005579  
RECORDED IN THE CLERK'S OFFICE OF  
ORANGE ON  
MAY 23, 2006 AT 01:14PM  
LINDA S. TIMMONS, CLERK

RECORDED BY: OLS