

AGREEMENT BETWEEN CO-OWNERS FOR
MAINTENANCE AND REPAIR OF ROAD

THIS AGREEMENT made this 2nd day of January, 1986, by and between JAMES E. THIGPEN and FRANCES T. THIGPEN, his wife, parties of the first part of 14305 Fitzwater Drive, Nokesville, Virginia; RICHARD C. SPEARS, JR. and JANICE H. SPEARS, his wife, parties of second part of 14303 Fitzwater Drive, Nokesville, Virginia; JAMES C. FARGO and GAYLE FARGO, his wife, parties of the third part of 14307 Fitzwater Drive, Nokesville, Virginia; and CHARLES W. ROBINSON and MARY L. ROBINSON, his wife parties of the fourth part of 14301 Fitzwater Drive, Nokesville, Virginia.

W I T N E S S E T H :

1. The parties herein are owners of certain lots of land in Prince Willliam County, Virginia, at the street addresses shown above with the tax map numbers as follows:

Thigpen -	tax map number -	083-01-000-0010
Robinson -	tax map number -	083-01-000-0010A
Spears -	tax map number -	083-01-000-0010B
Fargo -	tax map number -	083-01-000-0010C

2. It is the desire of the parties of the first part, second part, third part, and fourth part to establish a road maintenance and repair for the roadway which is for the purpose of ingress and egress to the parties of this agreement.

A. The parties of the first part, second part, third part and fourth part hereby establish a perpetual roadway over the portion of the above described land which is necessary for use for joint driveway and ingress and egress purposes.

3. The parties desire to share the costs and expenses of maintaining the described property. This roadway is described more fully as follows: All of the roadway from Fitzwater Drive to the driveways to the Thigpen's, the Spears' and the Fargo's and the Robinson's homes.

4. The parties hereto agree as follows:

A. The parties of the first part, second part, third part and fourth part hereby establish that this road is necessary for the use for joint driveway purposes, which shall run with the land and the title thereto, and be binding on the parties of the first part, second part, third part and fourth part, their heirs and assigns, and any persons who shall hereafter acquire title to said property. The exact location of said ingress and egress easement is shown on the attached plat by Garnett M. Womack (January 1, 1975, as revised August 21, 1985) which is made a part hereof by reference.

B. The parties agree to share the costs and expenses of maintaining the above-described roadway in good repair.

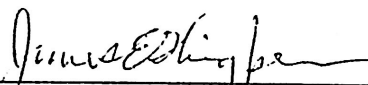
C. The repairs and maintenance to be undertaken and performed under this agreement shall include the following: Filling of chuckholes, dredging and any other necessary repairs to maintain the roadway in good repair. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, shall not be undertaken under this agreement except with the express written consent of each of the parties and an assumption by each in writing of their equal share of financial liability for the costs of such additional repairs or maintenance.

D. NOTICE: Any notice or report required under this agreement shall be sent to the parties at the residence address. Any required notice shall be made by registered or certified mail, properly addressed and postage prepaid. The parties further agree that payment for such repairs and maintenance will be due and payable within thirty (30) days of receipt of such notice.

E. Each of the parties agrees to indemnify the other against all liability for injury which may result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this agreement.

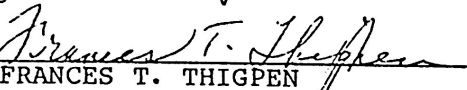
IN WITNESS WHEREOF, the parties hereto have executed this agreement at Manassas, Virginia, this ____ day of _____, 19__.

10-24-85



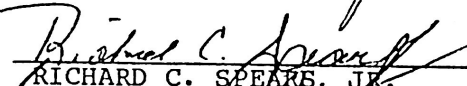
JAMES E. THIGPEN (SEAL)

10-29-85



FRANCES T. THIGPEN (SEAL)

11-6-85



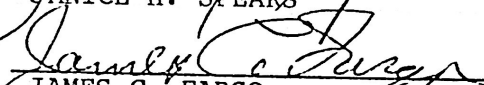
RICHARD C. SPEARS, JR. (SEAL)

11-6-85



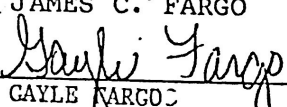
JANICE H. SPEARS (SEAL)

10-29-85



JAMES C. FARGO (SEAL)

10-29-85

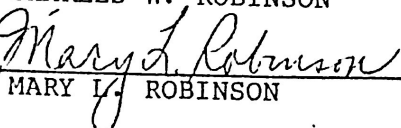


CAYLE FARGO (SEAL)

1-2-86



CHARLES W. ROBINSON (SEAL)



MARY L. ROBINSON (SEAL)

STATE OF VIRGINIA

COUNTY OF PRINCE WILLIAM, to-wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that James E. Thigpen and Frances T. Thigpen, whose names are signed to the foregoing Agreement, personally appeared before me and acknowledged the same.

Given under my hand and seal this 27th day of June, 1985.

My Commission expires: 5-20-88.

[Signature]
Notary Public

STATE OF VIRGINIA

COUNTY OF PRINCE WILLIAM, to-wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Richard C. Spears and Janice H. Spears, whose names are signed to the foregoing Agreement, personally appeared before me and acknowledged the same.

Given under my hand and seal this 6 day of Nov, 1985.

My Commission expires: 10-28-86.

[Signature]
Notary Public

STATE OF VIRGINIA

COUNTY OF PRINCE WILLIAM, to-wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that James C. Fargo and Gayle Fargo, whose names are signed to the foregoing Agreement, personally appeared before me and acknowledged the same.

Given under my hand and seal this 27th day of October, 1985.

My Commission expires: May 20, 1988.

[Signature]
Notary Public

STATE OF VIRGINIA

COUNTY OF PRINCE WILLIAM, to-wit:

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that ~~Charles W. Robinson~~ and Lynn Robinson, whose names are signed to the foregoing Agreement, personally appeared before me and acknowledged the same.

Given under my hand and seal this 2nd day of January, 1986.

My Commission expires: April 24, 1987.

[Signature]